

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 September 7, 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. Thomas, seconded by Mr. Olexo 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
BP Oil Company	Gasoline (Sheriffs) General	3208.99
County Auditors Association	Registration Fees (Auditor-General)	48.00
Expanets	Lease Payments - General	1084.64
Judy Jenewein	Reimbursement (Auditor-General)	68.64
Ohio Weights & Measures Assoc	Registration Fees (Auditor-General)	100.00
United States Post Office	Postage (Northern Ct.-General)	2000.00
Belmont National Bank	Sept.Loan Pmt Northern Crt-Computer Fund	1747.64
Beth Oprisch	Travel/training (District Detention Home)	375.92

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for September 12, 2001.

FUND	AMOUNT
General/Sheriff's	\$ 3458.75
Public Assistance(H000)	\$21286.94
Oakview Juvenile Rehab (S030)	\$ 927.11
Oakview Juvenile Rehab (S028)	\$ 34.34
Job & Family Child Support(H10)	\$ 1308.75
Job & Family (JTPSO - T039))	\$18635.87
JTP-WIA (T012)	\$ 1963.75
Veterans Office	\$ 5025.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**  
**OF FUNDS WITHIN THE JUVENILE COURT'S**  
**DRUG COURT FUND M069 TO PAYBACK A**  
**CASH ADVANCE**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfer of funds within the Belmont County Juvenile Court's Drug Court III Fund M069:

FROM	TO	AMOUNT
M069-M10 Advances Out	M067-M08 Advances In	\$ 3,922.52
*CASH ADVANCE REPAYMENT		

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  
JUVENILE COURT INTAKE WORKER**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds as follows:

FROM	TO	AMOUNT
M062-M02 PERS	M062-M01 Salaries	\$ 484.51
M062-M02 PERS	M062-M10 Insurances	125.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER  
OF FUNDS WITHIN THE JUVENILE  
COURT'S CARE & CUSTODY FUND M060**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfer of funds within the Belmont County Juvenile Court's Care & Custody Fund M060.

FROM	TO	AMOUNT
M060-M27 Medicare	M060-M27 Other	\$ 168.39
M060-M63 Medicare-Rest	M060-M36 Other	\$ 196.10
M060-M73 Medicare-D.C.	M060-M36 Other	\$ 31.05
M060-M50 Holding	M060-M36 Other	\$ 2,662.29

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF  
FUNDS WITHIN THE JUVENILE COURT'S  
CCAP FUND M055**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfer of funds within the Belmont County Juvenile Court's C-Cap Donated Fund M060.

FROM	TO	AMOUNT
M055-M06 Other	M055-M09 Salaries	\$ 290.03

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF  
FUNDS WITHIN THE JUVENILE COURT'S  
ALTERNATIVE SCHOOL FUND M067**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfer of funds within the Belmont County Juvenile Court's Alternative School Fund M067.

FROM	TO	AMOUNT
M067-M03 Workers Comp	M067-M05 Insurance	\$ 800.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN  
FUND FOR THE BELMONT COUNTY DRUG COURT III FUND M069**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds as follows:

FROM	TO	AMOUNT
M056-M09 Advances Out	M067-M08 Advances In	\$4,473.25

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**  
**JUVENILE COURT ALTERNATIVE SCHOOL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds as follows:

FROM	TO	AMOUNT
M067-M03 Workers Comp	M067-M01 Salaries	\$ 400.00

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 BELMONT COUNTY BOARD**  
**OF MENTAL RETARDATION AND**  
**DEVELOPMENTAL DISABILITIES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds as follows:

FROM	TO	AMOUNT
S66-S65 Salaries	S66-S70 Contract Services	\$150,000.00
S66-S65 Salaries	S66-S66 Supplies	60,000.00
Total		\$210,000.00

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 BELMONT COUNTY**  
**OAKVIEW JUVENILE REHABILITATION DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds as follows:

FROM	TO	AMOUNT
S030-S01 Salaries	S030-S16 Hospitalization	\$ 10.00

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 BELMONT COUNTY**  
**OAKVIEW JUVENILE REHABILITATION DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds as follows:

FROM	TO	AMOUNT
S030-S53 Medical	S030-S52	\$ 200.00

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 BELMONT HARRISON**  
**JUVENILE DISTRICT PERS S033**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds as follows:

FROM	TO	AMOUNT
S033-S44 PERS	S033-S33 Salaries	\$ 2,225.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 12, 2001.

	<b>Sheriff Department</b>	
A006-A02 Salaries		\$1,000.00

	<b>Commissioners</b>	
A001-A10 Professional Services		\$3,716.55

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 12, 2001.

	<b>GENERAL FUND</b>	
	<b>Common Pleas Court</b>	
A002-B30 Other Expenses		\$2,627.68
A002-B25 Salaries		\$5,100.78

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE JUVENILE  
COURT ALTERNATIVE SCHOOL FUND M067**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 12, 2001.

**M067 JUVENILE COURT ALTERNATIVE SCHOOL FUND**

M067-M01 SALARIES	\$3,922.52
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BELMONT COUNTY  
JUVENILE COURT CARE AND CUSTODY FUND M060-M02**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 12, 2001.

FUND	TITLE	AMOUNT
M060-M25	Salaries	\$ 48,483.48
M060-M26	PERS	7,771.17
M060-M28	Workers Comp	1,433.80
M060-M29	Insurances	11,037.40
M060-M30	Travel	5,862.00
M060-M32	Supplies	995.52
M060-M33	Contracts	2,638.00
M060-M35	Motor Vehicle	6,000.00
M060-M36	Other Expenses	6,242.17
M060-M60	Salaries - Rest	17,733.98
M060-M61	PERS-Rest	2,839.86
M060-M62	Workman's Comp - Rest	523.96
M060-M64	Insurance - Rest	5,292.26
M060-M71	Salaries D.C.	2,227.68
M060-M72	PERS D.C.	373.72
M060-M74	Workers Comp D.C.	40.00
Total		\$119,495.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE JUVENILE  
COURT PLACEMENT FUND M064**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 12, 2001.

**M064 JUVENILE COURT PLACEMENT FUND**

M064-M01	SALARIES	\$ 886.19
M064-M05	PLACEMENT	6,479.00
M064-M10	INSURANCES	1,283.81
TOTAL		\$8,649.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE OAKVIEW  
JUVENILE REHABILITATION DISTRICT/AFTERCARE GRANT FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 12, 2001.

**OAKVIEW JUVENILE REHABILITATION DISTRICT  
AFTERCARE GRANT FUND**

S028-S56 Contract Service	\$50.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 12, 2001.

**OAKVIEW JUVENILE REHABILITATION DISTRICT FUND**

S030-S14 Equipment	\$255.40
S030-S55 Supplies & Materials	32.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE  
SHERIFF'S RESERVE ACCOUNT FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 12, 2001.

**U10 SHERIFF'S RESERVE ACCOUNT**

U010-U06 Other Expenses	\$560.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE S033  
DISTRICT DETENTION HOME - SARGUS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 12, 2001.

**S033 DISTRICT DETENTION HOME - SARGUS**

S033-S33 Salaries	\$19,901.77
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BELMONT  
HARRISON JUVENILE DISTRICT GROUP  
HOME AND DETENTION PRC GRANT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 12, 2001.

FUND	TITLE	AMOUNT
S035-S01	Salaries	\$ 3,000.00
S035-S02	PERS	1,300.00
S035-S03	Hospitalization	500.00
S035-S07	Travel	1,000.00
S035-S06	Contract Services	718.36
<b>Total</b>		<b>\$ 6,518.36</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BELMONT COUNTY  
BOARD OF MENTAL RETARDATION AND  
DEVELOPMENTAL DISABILITIES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 12, 2001.

**S67 OTHER EXPENSES**

S067-S20 OTHER EXPENSES	\$ 25,753.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BELMONT COUNTY  
PROSECUTORS OFFICE VICTIM WITNESS ASSISTANCE PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of September 12, 2001.

**PROSECUTOR'S OFFICE VICTIM - WITNESS ASSISTANCE PROGRAM**

W080-P01 SALARIES	\$2,941.00
W080-P07 HOSPITALIZATIONS	300.00
TOTAL	\$3,241.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING**  
**REQUESTS TO TRAVEL FOR AUDITOR'S OFFICE**  
**EMPLOYEES**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following requests to travel for Auditor's office employees.

Name: Donald Harr  
Destination: Springfield, Ohio  
Dates: October 9-12, 2001  
Purpose: Ohio Weights & Measures 77<sup>th</sup> Annual conference  
Estimated expenses: \$300 and a county car will be used

Name: Judy Jenewein, Roger Conroy and Andrew Sutam  
Destination: Marietta, Ohio  
Dates: September 14, 2001  
Purpose: Southeast District County Auditor's Assoc. meeting  
Estimated expenses: \$48.00 and a county car will be used

Name: Donald Harr  
Destination: Reynoldsburg, Ohio  
Dates: September 11, 2001  
Purpose: Ohio Weights & Measures Quarterly meeting  
Estimated expenses: \$50.00 and a county car will be used

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST**  
**FOR CERTIFICATION OF MONIES**

Motion made by Mr. Olexo, seconded by Mr. Probst to request the following monies be certified.

Budget Commission  
Belmont County Courthouse  
St. Clairsville, Ohio 43950

RE: Certification of monies/Belmont County General Fund

Dear Sirs:

Requesting certification of monies as follows:

\$7,728.46 Paid in August 30, 2001-Magistrate Court reimbursement-CSEA IV-D,  
Common Pleas Court

\$1,000.00 Paid in August 31, 2001 A045-A00 Sheriff Dept/Reimbursement from Village of  
Holloway

\$3,716.55 Paid in July 19, 2001 A045-B02 State Reimbursement/Board of Education

Total Request \$24,160.02

Very truly yours,  
Belmont County Commissioners  
Ryan E. Olexo /s/  
Mark A. Thomas /s/  
Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING**  
**INTO CONTRACT WITH BEL-O-MAR REGIONAL COUNCIL**  
**FOR ADMINISTRATIVE SERVICES (CHIP GRANT)**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following contract for administrative services.

**CONTRACT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this 12<sup>th</sup> day of Sept. 20101, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."

WHEREAS, the COUNTY has been awarded a HUD CDBG and HOME funded Community Housing Improvement Program (CHIP) grant from the Ohio Department of Development, Office of Housing and Community Partnerships for the purpose of undertaking Housing Rehabilitation activities, hereinafter called "PROJECTS," within Belmont County, Ohio.

WHEREAS, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

WHEREAS, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

**I.  
Purpose**

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD CDBG/HOME funded Community Housing Improvement Program Grant awarded to the COUNTY for said PROJECTS.

**II.  
Scope of Services**

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Lead Based Paint Regulations, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
3. To set up and maintain bookkeeping and financial records for said PROJECT.
4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.
6. Procure services of Rehabilitation Specialist, Lead Risk Assessor and all other personnel necessary to complete the CHIP, including approved Contractor list.
7. Market the CHIP housing activities to eligible low and moderate income households.
8. Review and Process applications for assistance. Make determination as to eligibility, type, and amount of assistance.
9. Prepare and execute all required documents pertaining to CHIP assistance.
10. Act as local contact for clients, contractors and lending institutions for inquiries, payments and all other correspondence.
11. Attend all Pre-Bid and Pre-Construction conferences as well as all interim and final onsite inspections.
12. Attend all loan closings for downpayment assistance clients. Execute and record all loan security agreements.
13. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
14. To make regular reports to the COUNTY concerning the status and progress of said PROJECT>
15. Any and all other unforeseen miscellaneous items necessary for the successful completion of said PROJECT.

**III.  
Duties of County**

The COUNTY agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.



2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than three (3) years after the completion of said PROJECT.

#### **IV. Compensation**

The County agrees to pay a sum not to exceed Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) to BEL-O-MAR as compensation for administration services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-O-MAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

**LABOR** - All labor costs related to the performance of the contract will be billed as direct labor at the employee rates shown below.

Scott Hicks Hourly Rate 26.46  
A.C. Wiethe Hourly Rate 21.94  
Pam Douglas Hourly Rate 26.57

**FRINGE BENEFITS** - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2001 is .6934.

**TRAVEL** - travel required to perform this contract will be billed as direct.

**COMMUNICATIONS** - telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

**OTHER** - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

**INDIRECT COSTS** - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2001 is .9025.

#### **V. Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until July 31, 2003. The term of this Agreement may be extended upon the mutual written consent of the parties.

#### **VI. Termination of Contract for Cause**

If, through any cause, BEL-O-MAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BEL-O-MAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BEL-O-MAR under this Contract shall, at the option of the COUNTY, become its property and BEL-O-MAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

#### **VII. Termination for Cause and Convenience of the COUNTY**

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BEL-O-MAR. If the Contract is terminated by the COUNTY as provided herein, BEL-O-MAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BEL-O-MAR, Section VI hereof relative to termination shall apply.

#### **VIII. Records and Audits**

BEL-O-MAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.**  
**Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.**

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

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

ATTEST:

Darlene Pempek /s/  
Darlene Pempek, County  
Clerk

THE BELMONT COUNTY COMMISSIONERS

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

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

BY Mark A. Thomas /s/  
Mark A. Thomas

ATTEST:

BEL-O-MAR

Scott Hicks /s/

BY ? /s/  
ITS Executive Director

APPROVED AS TO FORM ONLY Frank Pierce /s/  
Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING**  
**INTO AGREEMENT WITH STATE OF OHIO**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**FOR CAPITAL APPROPRIATION RE: BELMONT COUNTY OFFICE SPACE**

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

**STATE OF OHIO**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**AGREEMENT FOR CAPITAL APPROPRIATION**

This Agreement made as of September 12, 2001, by and between the State of Ohio (the "State") by the Department of Administrative Services (the "Department"), Office of Legislative Affairs, 30 East Broad Street, Room 3940, Columbus, Ohio 43266 and the Belmont County Commissioners (hereinafter referred to as the "Local Entity"), 101 West Main Street; St. Clairsville, Ohio 43950.

WHEREAS, the Ohio General Assembly has appropriated to the Local Entity funds for the following project (the "Project"):

Project Name: Belmont County Office Space  
Legislation: Amended Substitute House Bill 640  
Capital Appropriation: CAP-786, Rural Areas Community Improvements

WHEREAS, the State of Ohio Controlling Board on \_\_\_\_\_ released funds in the amount of \$30,000 as more fully itemized in the applicable Controlling Board Request and the applicable Office of Budget and Management Encumbrance;

NOW, THEREFORE the Department and Local Entity agree as follows:

**ARTICLE 1**  
**TERMS FOR USE OF APPROPRIATION**

- 1.1 The Local Entity agrees that the appropriation will be exclusively used to complete the Project described in the attached Scope of Work, which shall be incorporated into this Agreement as if fully rewritten herein. The Department reserves the right to permit the Local Entity to redefine the Scope of Work of any Project, or otherwise waive the provisions of paragraph 2.5 of this Agreement.
- 1.2 The Local Entity acknowledges and affirms that the Project is located upon, or will be located upon, real estate which it owns in fee simple or in which it has a long-term lease (at least 15 years), and further covenants that the premises are, and shall remain for the term of this Agreement, free and clear of all liens, encumbrances, restrictions and conditions, which prevent or interfere with the use of the Project facilities except such as may be by zoning ordinances and regulations.
- 1.3 The Local Entity agrees that any use of the appropriation shall not violate the following requirements provided by the General Assembly:
  - 1.3.1 The appropriation made for buildings or structures, including remodeling and renovations, shall be limited to:
    - (a) Acquisition of real property;
    - (b) Buildings and structures which include construction, demolition, complete heating, lighting, and lighting fixtures, and all necessary utilities, ventilating, plumbing, sprinkling, and sewer systems, when such systems are authorized or necessary;
    - (c) Architectural, engineering and professional services expenses directly related to the Project;
    - (d) Machinery that is a part of structures at the time of initial acquisition or construction;
    - (e) Equipment that meets all the following criteria:
      - (1) The equipment is essential in bringing the facility up to its intended use;
      - (2) The unit cost of the equipment, and not the individual parts of a unit, is about \$100 or more;
      - (3) The equipment has a useful life of five years or more;
      - (4) The equipment is necessary for the functioning of a particular facility; and
      - (5) The equipment will be used primarily in the rooms or areas covered in the Project.
  - 1.3.2 The type of equipment that shall not be purchased is any equipment not an integral part of or directly related to the basic purpose or function of the Project for which funds are appropriated, including, but not limited to motor vehicles, adding machines, calculators, dictating machines, computers and computer peripherals, typewriters, word processors, or other items which are used for normal supplies and maintenance.
  - 1.3.3 The appropriation shall not be used for operating expenses, i.e., salaries.
- 1.4 Prevailing Wage
  - 1.4.1 The Local Entity agrees that no moneys appropriated shall be used for the construction of public improvements unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages of the Project locality as determined by the Ohio Bureau of Employment Services, Wage and Hour Division. Any contractor performing work is also required to comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, Ohio Revised Code, "Wages and Hours on Public Works."
  - 1.4.2 "Public Improvement" includes all buildings, roads, streets, alleys, sewers, ditches, sewage disposal plants, water works, and all other structures or works constructed by a Public Authority of the State or any political subdivision thereof or by any person who, pursuant to a contract with a Public Authority, constructs any structure for a Public Authority of the State or a political subdivision thereof. When a Public Authority rents or leases a newly constructed structure within six months after completion of such construction, all work performed on such structure to suit it for occupancy by a Public Authority, shall be a "public improvement" as defined herein, pursuant to Section 4115.03, Ohio Revised Code.
  - 1.4.3 Nothing in this section shall affect the wages and salaries established for state employees under the provisions of Chapter 124 Ohio Revised Code, or collective bargaining agreements entered into by the state pursuant to Chapter 4117, Ohio Revised Code, while engaged on force account work, or shall this section interfere with the use of inmate and patient labor by the state.

## 1.5 Affirmative Action

- 1.5.1 The Local Entity, in connection with the letting of contracts for the architectural planning, rehabilitation, renovation, acquisition, equipment, or construction of buildings, or portions of or additions to the Project shall provide for the employment and effective utilization of disadvantaged persons whose disadvantage may arise from cultural, racial or ethnic background or other similar cause, including without limitation, race, creed, color, religion, disability, national origin, ancestry, sex or age.
- 1.5.2 Pursuant to Section 153.59, Ohio Revised Code, the Local Entity shall ensure that every contract for the Project shall contain provisions by which the contractor agrees:
- 1.5.2.1 That in the hiring of employees, no contractor, subcontractor, or any person acting on its behalf, shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
- 1.5.2.2 That no contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work on account of race, creed, sex, handicap, or color;
- 1.5.3 The Local Entity shall ensure that equal consideration be given to contractors, subcontractors or joint ventures who, pursuant to Section 153.59, Ohio Revised Code, qualify as a minority business enterprise.
- 1.5.4 The Local Entity agrees that it will fully cooperate with the State Equal Opportunity Coordinator, with any other official or agency of the State or federal government which seeks to eliminate unlawful employment discrimination, and with all other State and federal efforts to assure equal employment practices under this Agreement.

## 1.6 Compliance with Law

- 1.6.1 The Local Entity shall require all parties providing services for the Project to comply with all applicable federal, state and local laws in the conduct of the work.
- 1.6.2 The Local Entity agrees that it shall comply with the applicable legal requirements for procuring all contractual services for the Project.

## 1.7 Preference for Ohio Contractors

- 1.7.1 In accordance with Section 153.012, Ohio Revised Code, preference shall be given to contractors having their principal place of business in Ohio over contractors in states who provide a preference to resident contractors, except for a contract financed in whole or in part by contributions or loans from any agency of the United States government. Where a preference is provided by another state for contractors of that state, contractors having their principle place of business in Ohio are to be granted in Ohio the same preference over them in the same manner and on the same basis and to the same extent as the preference is granted in letting contacts for the same type of work by the other state.

## 1.8 Domestic Steel

- 1.8.1 With respect to the award of any contract under this appropriation, if any steel products are to be used or supplied in the construction, repair or improvement project, only steel products made in the United States as defined in Section 153.011, Ohio Revised Code shall be used or supplied in the Project.

## 1.9 Insurance

- 1.9.1 The Local Entity agrees to provide and maintain, and require all parties performing services pursuant to this Agreement to provide and maintain insurance or self-insurance against general liability for accidents or injuries that may occur on the premises of the Project.

## **ARTICLE 2 REPORTING AND ACCOUNTABILITY**

- 2.1 The Local Entity shall provide the Department a report on the progress of the Project at least annually, and upon completion, or as requested by the Department. The following information shall be contained in the report:

- 2.1.1 The current stage of completion of the Project and any change in the original Scope of Work.
- 2.1.2 The total dollar amount of funds expended to date.

2.1.3 An itemized financial accounting of how the funds were disbursed and the source and amounts of other revenue, public or private.

2.1.4 Evidence of general liability insurance coverage, if any construction services have been performed.

2.2 The Local Entity shall keep all financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located. Such documentation shall be maintained until three years after the Project is completed.

2.3 The Department shall have the right to inspect, audit or reproduce all books, records, documents and other data related to the Project until the expiration of three years from the date of completion of the Project. The State reserves the right to bring an action to recover any appropriation found by the Department to be improperly used for a purpose other than the Project.

2.4 If the Project is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of three years from the date of termination.

2.5 The Local Entity agrees to return to the State, through the Department, all money not expended from the appropriation due to the following circumstances:

2.5.1 The cancellation of the Project defined in the Scope of Work;

2.5.2 Any remaining money not required for completion of the Project as defined in the Scope of Work;

### **ARTICLE 3 APPLICABLE LAW**

3.1 All parties to the contract shall comply with all applicable federal, State, and local statutes, ordinances, codes and regulations, including, but not limited to, the Americans with Disabilities Act, the Drug Free Workplace Act and environmental regulations.

3.2 The State of Ohio shall have exclusive jurisdiction over any action or proceeding concerning this Agreement and performance thereunder. Any such action or proceeding arising out of or related in any way to the Agreement or performance thereunder shall be brought only in the courts of Ohio and all parties irrevocably consent to such jurisdiction.

3.3 This Agreement constitutes the entire Agreement between the parties and any change or modification of this Agreement shall be made in writing.

3.4 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be illegal, invalid, or unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition shall be valid and be enforced to the fullest extent permitted by law.

3.5 This Agreement shall be binding on the parties, their heirs, executors, administrators, successors and assigns, but it may not be assigned by the Local Entity without the prior written consent of the Department.

### **ARTICLE 4 INDEMNIFICATION**

4.1 The Local Entity agrees that the State and Department will incur no responsibility for any additional cost or claim which may result from this Agreement or performance hereunder.

### **ARTICLE 5 CERTIFICATION OF FUNDS**

5.1 The Local Entity expressly understands that no expenditures shall be made from any of the items appropriated from the General Revenue Fund until the funds are released by the Controlling Board. Each request for release of funds by the Controlling Board must have the certification of the Director of Budget and Management that sufficient General Revenue Fund moneys will be available to fund the anticipated expenditures associated with each request.

5.2 If the Director of Budget and Management shall fail to so certify a balance, this Agreement shall be null and void and without any force or effect and none of the parties shall be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE LOCAL ENTITY

Date: 9/12/01

By: Ryan E. Olexo /s/

Ryan E. Olexo, President  
For: Belmont County Commissioners

Federal Tax ID Number: 34-6000236

OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES

Date: \_\_\_\_\_

By: \_\_\_\_\_  
C. Scott Johnson, Director  
Administrative Services

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ANNEXING TERRITORY**  
**TO THE CITY OF ST. CLAIRSVILLE, OHIO**  
**HEARING DATE ESTABLISHED**

Mr. Thomas moved to accept the petition and ordered filed and the date of the hearing on said petition was set for Friday, November 16, 2001 at 9:30 A.M. at the office of the Commissioners in the Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio.

Mr. Olexo seconded the motion.

**PETITION FOR ANNEXATION**

To: The Board of County Commissioners of Belmont County, Ohio.

We, the undersigned, being a majority of the owners of real property in the territory hereinafter described, hereby petition for the annexation of the following described territory to the City of St. Clairsville, Belmont County, Ohio:

Situated in the State of Ohio, County of Belmont and the Township of Richland. Being a part of section 10, Township 7, Range 4.

Beginning at a concrete monument (found) marking the southwest corner of Outlot "B" in Plaza West as recorded in Cabinet E, Slide 63 and marking the southeast corner of the herein described parcel.

Thence from said beginning point and with the west line of Outlot "B" and Lot 2 in Plaza West, being the west corporation line of St. Clairsville, North 01°36' 04" East, 748.39 feet to a WWS pin (found).

Thence leaving Plaza West and the west corporation line, North 88°43'56" West, 529.46 feet to a 5/8" solid iron pin (set).

Thence North 02°09'06" East, 202.05 feet to a 2" pipe nipple marking the southeastern corner of the Paul and Phyllis Bayha Tract, Deed recorded in Volume 584, Page 738.

Thence with the Bayha Tract, North 88°36'16" West, 100.00 feet to a ¾" solid iron pin (found) marking the southwest corner of said tract.

Thence North 01°54'55" East passing a 2" pipe nipple at 200.15 feet, a total distance of 233.62 feet to a point in U.S. Route 40.

Thence with U.S. Route 40, North 88°47'30" West, 423.86 feet to a point in U.S. Route 40.

Thence with the John and Jane Pokas Tract, Deed recorded in Volume 682, Page 344, South 01°27'21" West, passing a WAS pin (found) at 50.00 feet, a total distance of 300.00 feet to a ¾" solid iron pin (found) marking the southeast corner of the Pokas Tract.

Thence North 88°32'39" West, 125.00 feet to a ¾" solid iron pin (found) marking the southwest corner of the Pokas Tract.

Thence North 01°27'21" East, passing a WAS pin (found) at 250.00 feet, a total distance of 300.00 feet to a point in U.S. Route 40.

Thence with U.S. Route 40, North 88°34'51" West, 178.36 feet to a point in U.S. Route 40.

Thence with a curve to the left having a radius of 716.20 feet, arc length of 183.56 feet, chord bearing and distance of South 85°39'20" West, 183.06 feet to a point in U.S. Route 40.

Thence leaving U.S. Route 40, South 02°11'16" West, 76.12 feet to a AJ SMITH pin (found) marking the northeast corner of the Samuel and Michele Harris Tract, Deed recorded in Volume 683, Page 45.

Thence with the Harris Tract and the southerly right-of-way line of U.S. Route 40 the following six (6) courses:

- (1) With a curve to the left having a radius of 651.20 feet, arc length of 22.13 feet, chord bearing and distance of South 73°58'07" West, 22.13 feet to a right-of-way marker (found).
- (2) South 16°59'54" East, 15.00 feet to a right-of-way marker (found).
- (3) With a curve to the left having a radius of 636.20 feet, arc length of 177.66 feet, chord bearing and distance of South 65°00'06" West, 177.08 feet to a PK nail (found).
- (4) North 32°59'54" West, 40.00 feet to a PK nail (found).
- (5) With a curve to the left having a radius of 676.20 feet, arc length of 89.60 feet, chord bearing and distance of South 53°12'21" West, 89.53 feet to a point.
- (6) South 49°24'35" West, 142.61 feet to a PK nail (found) at Interstate Route 70 Station 887+55 at 385.39 feet left.

Thence with the northerly line of Interstate Route 70, South 51°03'05" East, 463.00 feet to a AJ SMITH pin (found) at Station 891+91.13 at 230 feet left.

Thence with the northerly line of Interstate Route 70, South 64°42'52" East, 1104.93 feet to a 5/8" solid iron pin (set) at Station 902+89.60 at 115 feet left.

Thence with the northerly line of Interstate Route 70, South 73°45'26" East, 547.32 feet to the point of beginning of the herein described parcel.

Containing 28.049 acres of land more or less.

All bearings in this description are based on the bearings called for on the Plat of Plaza West as recorded in Cabinet E, Slide 63.

All 5/8" solid iron pins (set) are capped and stamped "S.HILL 6728."

This description was prepared as a result of a field survey made November 2000, by Steven Hill of St. Clairsville, Ohio, who is Ohio Professional Surveyor No. 6728.

Said tract includes the following properties as itemized below:

<u>Volume</u>	<u>Page</u>	<u>Name</u>	<u>In</u>	<u>Out</u>
517	286	Wheeling Antenna Company, Inc.	8.238.AC	--
456	359	Ora G. Rice, Deceased	17.560 AC	--
734	681	Samuel Harris	<u>2.251 AC</u>	
		Total	28.049 AC	

The above-described territory is adjacent to and contiguous with the said City of St. Clairsville, Ohio.

Petitioners have attached hereto and made a part of this Petition an accurate map or plat showing the boundaries of the territory sought to be annexed.

There are three (3) owners of real property in the above-described territory which is sought to be annexed to the City of St. Clairsville, Ohio.

Baden Powell, of 48067 Reservoir Road, St. Clairsville, Ohio 43950, is hereby appointed agent for the undersigned petitioners as required by Section 709.02, Ohio Revised Code, with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, re-file, substitute, compromise, increase or delete the area; to do any and all things essential thereto; and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, change, correction, withdrawal, refilling, substitution, compromise, increase or deletion, or other things or action for the granting of this Petition shall be made in the Petition description and/or plat by said agent without further express or written consent of the undersigned petitioners.

Richard G. McP? /s/  
T.C.I. Holding, Inc., a  
Delaware Corporation,  
Successor by Merger to  
Wheeling Antenna Company, Inc

Mary Lee Powell /s/  
Mary Lee Powell, Co-Executor  
Of the Estate of Ora G. Rice,  
Deceased

William Rice /s/  
William Rice, Co-Executor of  
The Estate of Ora G. Rice,  
Deceased

Samuel Harris /s/  
Samuel Harris

Filed \_\_\_\_\_, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING**  
**FOR PAVING THE BELMONT COUNTY 9-1-1 PARKING LOT**

**BID OPENING**

This being the day and 9:45 A.M. being the hour that bids were to be on file in the Commissioners' Office for paving the Belmont County 9-1-1 parking lot, they proceeded to open the following bids:

Lash Excavating & Paving P.O. box 296 Colerain, Ohio 43916	Bid Bond	\$27,838.10
Wilson Blacktop Corp. P.O. Box 128 Colerain, Ohio 43916	Bid Bond	\$27,450.00

Present for the bid opening were Cliff Sligar, 9-1-1 Director, W. Adams, Lash Excavating & Paving, Dennis Wilson, Wilson Blacktop, Jeremy Midei, Times Leader and Joselyn King, Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Thomas to turn bids over to Cliff Sligar, Director of Belmont County 9-1-1 and Bill Eddy, Building & Grounds Superintendent for review and recommendation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION APPOINTING**  
**COMMISSIONER PROBST TO THE**  
**COUNTY SUBCOMMITTEE FOR ISSUE II, ROUND 15 PROJECTS/ENGINEER'S**

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

**R E S O L U T I O N**

Resolution authorizing Commissioner Charles R. Probst, Jr. to represent the Belmont County Board of Commissioners on the County sub-committee for Issue II, Round 15 projects.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the minutes of the regular Board meetings of August 1, 2001, August 3, 2001 and August 8, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	NO



**UNDER DISCUSSION**

Commissioner Thomas stated, " Commissioner Probst you had questions regarding the minutes of the meeting of August 3, 2001. You stated I was absent but had voted on an issue relevant to the Mediterranean building. In an attempt to clarify this, let me state for the record, I was absent from the meeting that day, I did not vote on an issue. There were no Mediterranean issues voted on that day. The way you were quoted by the media, you were questioning my character and integrity. Let me make it clear, there was not a vote by me on August 3." Commissioner Probst stated, "I stated that I had a question as to how the minutes were journalized. I stated that you were absent from the meeting but were in the minutes as voting on an issue." Commissioner Probst questioned if the minutes had been amended. Darlene Pempek, Clerk, Belmont County Commissioners, stated the minutes had not been amended. Commissioner Thomas referred to an article in a local newspaper which had reported Commissioner Probst as saying Commissioner Thomas was shown in the meeting minutes of August 3, 2001 as having been absent, but voting on an issue. Commissioner Probst responded, "I can't control the media." He continued that the issue is in the wording of the minutes, and it just happened that Commissioner Thomas was the name involved at this point. Commissioner Thomas stated, " How could you know the minutes were wrong if you didn't read them? You said you didn't read them. Now you say you have not reviewed them." Commissioner Probst responded by stating he wanted to make sure the mistake was corrected. Commissioner Thomas again stated if Commissioner Probst stated he hadn't had a chance to look at them, how did he know there was an error. Commissioner Thomas continued, "This is an insult, a personal attack on me." Commissioner Probst stated, " I also said I wanted to review the tapes of the meeting dealing with the Green/ Cafaro Agreement."

**IN THE MATTER OF DISCUSSION HELD**  
**RE: RESOLUTION PERTAINING TO STEPFAMILY DAY**

Kim Trigg, Belmont County 4-H Extension Office, came before the Board to accept the Resolution proclaiming Sunday, September 16, Stepfamily Day. "This is the first year all fifty states have recognized this day." She continued that by adopting this resolution, the Commissioners are expressing their approval of the blended family and how they work together. Various agencies in the county work together to help families grow. These classes allow children to see that although their family situation may be different, "different is not necessarily bad." Ms. Trigg introduced the Parent Educator, Women's Tri-County Help Center, and also recognized Pat Dittoe, as a Parent Educator. Commissioner Olexo stated, "I am a stepfather, recently, this summer, I adopted my son. He has been the light of my life." There have been stories of the wicked stepparent, but this does not have to be true. He continued, "I have great appreciation for this. Stepfamilies can be some of the best families." Ms. Trigg stated, "Some of us, many of us are effected by step parenting."

**IN THE MATTER OF RESOLUTION**  
**IN SUPPORT OF STEPFAMILY DAY**

Motion made by Commissioner Olexo, seconded by Commissioner Thomas to adopt the following Resolution:

**WHEREAS**, Stepfamily Day is enhanced by our strong commitment to support the stepfamilies of our nation in their mission to raise their children, create strong family structures to support the individual members of the family, and instill in them a sense of responsibility to all extended family members, and;

**WHEREAS**, Approximately, half of all Americans are currently involved in some form of stepfamily relationship and it is the vision of the Stepfamily Association of America that all stepfamilies in the United States be accepted, supported and successful, and;

**WHEREAS**, Our nation has been blessed by thousands upon thousands of loving stepparents and stepchildren who are daily reminders of the joy, trials, and triumphs of the stepfamily experience and of the boundless love contained in the bond between all types of parents and children,

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Commissioners, Belmont County, Ohio, the majority of the members elected thereto concurring hereto, that the County does hereby honor and celebrate Stepfamily Day for the many invaluable contributions stepfamilies have made to enriching the lives and life experience of the children and parents of America and to strengthening the fabric of American families and society.

The roll being called upon its adoption, the vote resulted as follows:

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

Adopted September 12, 2001.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION WITH BOB LAXTON, DIRECTOR OF  
BELMONT COUNTY COMMITTEE ON AGING AND LEGAL COUNSEL  
AT 10:12 A.M.**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter executive session at 10:12 A.M. with Bob Laxton, Director of Belmont County Committee On Aging, Marlin Harper, Attorney, Bob Quirk, Assistant Prosecutor and Darlene Pempek, Clerk to discuss pending court action upon adoption of the following:

**RESOLUTION OF THE BELMONT COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**WHEREAS**, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G) (3); and

**WHEREAS**, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to confer with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action.

**WHEREFORE, BE IT RESOLVED THAT:** the Board of Belmont County Commissioners shall hold an executive session to confer with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action;

**WHEREFORE, BE IT FURTHER RESOLVED THAT:** the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	NO

**IN THE MATTER OF DISCUSSION HELD  
RE: ENTERING INTO EXECUTIVE SESSION**

Commissioner Probst voted no to move into Executive Session pursuant to ORC 121.22 (G) (3). Commissioner Thomas questioned this vote, to which Commissioner Probst stated he wanted clarification on the term used in the motion, "pending court action". Commissioner Thomas attempted to clarify this issue by stating, "Legal action has not been filed. This is general legal advice." Darlene Pempek stated this was in accordance with advice given by Bob Quirk, Assistant Prosecuting Attorney for the county.

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION WITH BOB LAXTON, DIRECTOR OF  
BELMONT COUNTY COMMITTEE ON AGING AND LEGAL COUNSEL  
AT 11:07 A.M.**

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn executive session at 11:07 A.M. with Bob Laxton, Director of Belmont County Committee On Aging, Marlin Harper, Attorney, Bob Quirk, Assistant Prosecutor and Darlene Pempek, Clerk to discuss pending court action.

Upon roll call the vote was as follows:

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

- NO ACTION TAKEN- Legal counsel is reviewing a couple of issues.

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 11:05 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Olexo to adjourn the meeting at 11:05 A.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of September 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

