

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 August 22, 2001, were read, approved and signed.

EVENING MEETING-BRIDGEPORT

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. Probst, 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
Treasurer of State	Services, Single audit, GAAP/Aud-General	5,169.82
OH Assoc. of Criminal Defense Lawyers	Law symposium, K. Thompson/Pub Def-Gen	250.00
Xerox Corporation	Engineer's lease agreement-General	135.04
Ohio AFSCME Care Plan	Dental & Drug coverage-General	225.00
Dell Marketing LP	Computer/GIS Projects-General	4,088.00
Forms Plus	Misc envelopes/Auditor-Dog & Kennel	817.38
Elaine Skorich	Attorney fees, Gdnship case-Probate	267.75
Lash Excavating & Paving	CR4 Resurfacing-Engineer Rd & Bridge	109,204.47
Tri-State Asphalt Co.	CR 5&7 Resurfacing-Eng Rd & Bridge	189,164.52
Marshall J. Piccin Assoc. (Engineer)	Services-Roscoe generator, Bldg const.	396.03
Hammontree & Associates	WWS#3 Waterline extension-San Sewer	5,463.77
Bd. Of Trustees of Public Affairs	Service/ WW #1-Sanitary Sewer	9,788.22
Ameritech	Service/Clk of Courts-Title Adm	39.13
Ameritech	Service/Clk of Courts-Title Adm	70.71
CSEA	July pmt-Clk of Courts Computer	1,139.00
Anderson Publishing	Rules Governing OH Courts-Western Comp	93.83
West Group Payment Center	Westlaw Internet access-Western Comp	257.13
Jeter Systems Corp	Filing supplies-Eastern Ct Computer	190.03
McGhee Office Supply	Computer folders, labels-Eastern Spec	2,375.64
Kristi Lipscomb	Court reporter fee-Western Spec Proj	75.00
Erb Electric	Install bldg security system-Northern	16,175.00
Bank One Acct 00001-059-1	CDBG	55,100.00

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 August 29, 2001 as follows:

FUND	AMOUNT
General	\$15,058.87, \$2,260.79
General/Sheriff's	\$30,951.78
General/Disaster Services	\$343.75
Gen/Martins Ferry Satellite	\$955.34
General/Western Division Court	\$557.15
BCDJFS/PA	\$5,123.56, \$1,623.74
BCDJFS/Children Services	\$5,134.20
BCDJFS/CSEA	\$11,063.46
Engineer's MVGT	\$1,192.87, \$6,271.69, \$88.04, \$22,820.55
Sanitary Sewer District	\$2,526.27, \$36,795.55, \$20,165.55
Eastern Satellite Bldg.	\$81.59
Oakview Administration Bldg.	\$3,033.50
Oakview Juvenile Rehabilitation Dist	\$1,391.78
Oakview Juv Rehab/Aftercare Program	\$1,719.21
Job Training	\$771.20, \$13,612.20

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following monthly transfer of funds dated for the month of August, 2001 for the Belmont County Sanitary Sewer Department.

FROM		TO		AMOUNT
P003-P18	SUPPLIES	Y090-Y02	SUPPLIES	2,204.91
P003-P19	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P003-P20	LABOR	Y090-Y04	LABOR	0.00
P003-P21	MATERIALS	Y090-Y05	MATERIALS	2,369.24
P003-P22	CONTRACT REP.	Y090-Y06	CONTRACT REP.	51.14
P003-P23	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	2,633.11
P003-P24	CONTRACT PROJ.	Y090-Y08	CONTRACT PROJ.	.00
P003-P25	PURCHASED H2O	Y090-Y09	PURCHASED H2O	46,110.02
P003-P27	ADV & PRINTING	Y090-Y04	ADV & PRINTING	0.00
P003-P28	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	74.89
P003-P29	PERS	Y090-Y12	PERS	0.00
P003-P30	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P003-P31	OTHER EXPENSES	Y090-Y14	OTHER EXPENSES	14,178.89
P003-P32	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	905.54
P003-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				68,527.74
P005-P18	SUPPLIES	Y090-Y02	SUPPLIES	5,804.77
P005-P19	EQUIPMENT	Y090-Y03	EQUIPMENT	470.00
P005-P21	MATERIALS	Y090-Y05	MATERIALS	13,743.81
P005-P22	CONTRACT REP.	Y090-Y06	CONTRACT REP.	1,594.65
P005-P23	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	32,733.12
P005-P24	CONTRACT PROJ.	Y090-Y08	CONTRACT PROJ.	27,267.48
P005-P25	PURCHASED H2O	Y090-Y09	PURCHASED H2O	971.15
P005-P27	ADV & PRINTING	Y090-Y10	ADV & PRINTING	0.00
P005-P28	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	138.48
P005-P29	PERS	Y090-Y12	PERS	0.00
P005-P30	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P005-P31	OTHER EXP.	Y090-Y14	OTHER EXP.	26,247.23
P005-P34	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	3,223.00
P005-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				112,193.69
P051-P02	SUPPLIES	Y090-Y02	SUPPLIES	1,104.08
P051-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P051-P05	MATERIALS	Y090-Y05	MATERIALS	587.01
P051-P06	CONTRACT REP.	Y090-Y06	CONTRACT REP.	22.06
P051-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	729.41
P051-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P051-P09	SEWAGE DIS.	Y090-Y08	SEWAGE DIS.	14,080.40
P051-P11	ADV & PRINTING	Y090-Y10	ADV & PRINTING	0.00
P051-P12	TRAVEL & EXP	Y090-Y11	TRAVEL & EXP	32.37
P051-P13	PERS	Y090-Y12	PERS	0.00
P051-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P051-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	5,054.00
P051-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P051-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				21,609.33
P053-P02	SUPPLIES	Y090-Y02	SUPPLIES	820.93
P053-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P053-P05	MATERIALS	Y090-Y05	MATERIALS	1,659.43
P053-P06	CONTRACT REP.	Y090-Y06	CONTRACT REPAIRS	258.77
P053-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	4,229.92
P053-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P053-P09	SEWAGE DIS.	Y090-Y09	SEWAGE DIS.	15,928.98
P053-P11	ADVER.&PRINTING	Y090-Y10	ADVER.&PRINTING	0.00
P053-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP	12.90
P053-P13	PERS	Y090-Y12	PERS	0.00
P053-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P053-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	2,010.44
P053-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P053-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				24,921.37
P054-P02	SUPPLIES	Y090-Y02	SUPPLIES	199.00
P054-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P054-P05	MATERIALS	Y090-Y05	MATERIALS	32.53
P054-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	530.41
P054-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	3.64
P054-P13	PERS	Y090-Y12	PERS	0.00
P054-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00

P054-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	479.38
P054-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				1,244.96
P055-P02	SUPPLIES	Y090-Y02	SUPPLIES	253.60
P055-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P055-P05	MATERIALS	Y090-Y05	MATERIALS	45.49
P055-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	733.02
P055-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	5.10
P055-P13	PERS	Y090-Y12	PERS	0.00
P055-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P055-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	809.51
P055-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				1,846.72
P056-P02	SUPPLIES	Y090-Y02	SUPPLIES	100.00
P056-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	3.28
P056-P09	SEWAGE DISP.	Y190-Y08	SEWAGE DISP.	1,191.78
P056-P13	PERS	Y090-Y12	PERS	0.00
P056-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P056-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	266.89
P056-P16	TRANSFERS OUT	Y090-Y14	TRANSFERS OUT	0.00
P056-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				1,561.95

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

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

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

FROM	TO	AMOUNT
ALTERNATIVE SCHOOL		
M067-M02 PERS	M067-M01 Salaries	\$2,705.91
M067-M03 Workers Comp	M067-M01 Salaries	650.61
CARE & CUSTODY		
M060-M50 Holding	M060-M71 Drug Ct Sal	212.16
M060-M50 Holding	M060-M25 Salaries	2,250.84

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
A006-A12 Travel/Gasoline	A506-A14 Cruiser repairs	\$3,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND

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

FROM	TO	AMOUNT
A202-C36 Workers Compensation	A002-B25 Salaries/Magistrate	\$3,323.21
A202-D13 Workers Compensation	A002-B25 Salaries/magistrate	2,776.79

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND

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

FROM	TO	AMOUNT
A204-B17 Workers Compensation	A001-H01 Examination Fees	\$5,169.82

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND

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

FROM	TO	AMOUNT
A204-B17 Workers Compensation	A015-A14 Attorney Fees	\$4,322.62
A208-B10 Workers Compensation	A015-A14 Attorney Fees	767.79
A209-C09 Workers Compensation	A015-A14 Attorney Fees	518.26

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 DEPARTMENT
OF JOB AND FAMILY SERVICES /Children Services Fund

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the BCDJFS/Children Services S017 Fund.

FROM	TO	AMOUNT
S017-S31 Other Expenses	S017-S22 Contracts	\$8,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE 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 August 29, 2001.

U10 SHERIFF'S RESERVE ACCOUNT	
U010-U06 Other Expenses	\$640.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
REQUEST FOR CERTIFICATION OF MONIES

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

Dear Sirs:

Requesting certification of monies for the Commissioners CDBG Fund as follows:

\$4,700.00 paid into T011-T01 on August 29, 2001

Grant # B-C-99-007-1 Two checks received from State \$800.00 and \$3,900.00

Thank you for your consideration.

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. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF DISCUSSION HELD
RE: BELMONT COUNTY COMMITTEE ON AGING

Present for the discussion were Sandy Jaworski, Cindy Anuskewic, Pam Pugh, Carol A. Roberts and Jane Friend, BCCOA Kitchen Staff; Charles Friend, Harold Donahue, Marge Drummond, Lois McDowell, Stan Josefczyk, Frank March, George Thornton, Betty Kotson, Mildred Homko, F.R. Smith, Betty J. Smith, Goldie Sinkhorn?, Irene Sturniola, Arthur Thompson, Michael C. Bianconi, Rev. Allen Keller, Howard Porter, Ron Taylor, John Drewett, Ed Coggins, Gordie Longshaw, Gene Joseph, Genny Gatten, L? Cost, Pam Smith, Anita Boyd, Christina Nardo, Virginia Nardo, Josephine Haydin, Myrtle Perez, Mary L. Boston, Margaret Stratton, Wm. F. Grammer, Melissa Rauch, Dolores Cost, Bruce A. Smith, Shirley Grove, Lena Wright, Lillian Hepburn, Edna Steele, Ada G. Parker, Loas McGaughy, Donna Steadman, BCCOA Director; Linda Wells, Center Director.

Sheila Smith, Advantage Home Health came before the Board inquiring stating she had issues with the use of the 1.2 million dollars Levy funds by Robert Laxton, Director of Belmont County Committee on Aging (COA). Ms. Smith stated, "We are not here to refute that COA helps the senior citizens in Belmont County. His private business uses funds by Passport, Title III, Waiver IV and other grants, we hope to identify those persons who are being served with levy only funds. I would like for you to note that the Commissioners have had contracts with COA over the years and these contracts have very specific language stating the use of the levy funds. Home care professionals in Belmont County started discussing referrals to COA, each one had the same comment, there was a waiting list and someone had to die or move from the county in order for someone else to be put on the list. In Belmont County in the last year, sixteen agencies have closed." Ms. Smith continued that the agencies have grown tremendously. She explained that the levy is a type of service that home care can't provide, and when patients are eligible, they aren't eligible for any other service. Ms. Smith stated that a group had come before a previous Board with many questions in regards to COA, which in turn caused the Commissioners to ask for a special audit. This audit was finished on February 6, 2001. According to Ms. Smith, "Items were found such as co-mingling of funds; federally questioned costs; and findings of recovery." After a review of this audit Ms. Smith made an attempt through David Barnes to approach the board, she was not successful until May 18. At this meeting, Bob Laxton, and his staff were in attendance. She specifically asked how many persons were being serviced with Levy only funds.

Mr. Laxton stated that figure as ninety-three patients for one hour a week, which translates into sixty thousand per year. Ms. Smith then stated, "Knowing there is 1.2 million dollars, what other services are being provided with levy monies. I asked this same question again in August. I submitted it in writing on Monday."

Commissioner Olexo stated that Bob Laxton informed him that Levy only meals prepared and delivered are two hundred forty-three per day. Ms. Smith quoted from a handout she gave to the audience, that the State of Ohio statistics as given to the state by Mr. Laxton show 700 meals daily, and according to a quote from "Doc" Householder, 685 meals per day. Ms. Smith questioned, "Are those private business meals?"

Another handout was given to the audience that Ms. Smith discussed quoted the same State of Ohio source as showing Mr. Laxton serving 169 Belmont County Meals, 136 Jefferson County Meals, and 2 Harrison County Meals; these are Passport money meals, from Mr. Laxton's private business. These total six hundred ninety-seven meals. "I'm asking you, where are the Levy only meals? During the recent audit, a meal delivery log was examined, and found during an 18 month period there were no Levy funded meals delivered." Ms. Smith went on to quote some findings from the report submitted to the State by Mr. Laxton: The COA billing at \$375.00 and the local cash match at 937% for a Title III nutrition education reimbursement initially reimbursed for \$40.00. This type of education, according to Ms. Smith could have been obtained at no charge from the Ohio State Extension Office.

Ms. Smith continued, "My concerns are many. I believe it's time to dig in deeper. I am not questioning what COA does through its private home care business, but where are the Levy meals. There are people who need levy meals." Ms. Smith stated, "One hundred thirty-eight meals are currently being delivered with the county vans." She continued that there are many issues that are complex and there are only fragments of information. A public citizen asked if Belmont County Committee on Aging is a county agency. The answer given by Ms. Smith was "No, it is a private entity incorporated as a non-profit agency, not county owned, Mr. Laxton's business is outside of what the Board contracts with him for." Ms. Smith reiterated her earlier comments by stating, "When the levy is used to supplement Mr. Laxton's private business, I have concerns.

Commissioner Olexo read the questions previously submitted by Ms. Smith and the responses provided by Mr. Laxton.

Ms. Smith stated that one figure was given to her office from the office of Bob Ney, and now the Commissioners are giving another figure to her. Bob Laxton gave both figures, however, they were different. Commissioner Olexo stated Ms. Smith's comments were duly noted and added, "We are cognizant of the questions and of the answers given here tonight. Our primary concern is care for our residents. If you would like to put the questions in written form, the Board would be appreciative - we will provide the answers."

IN THE MATTER OF APPROVING
AND SIGNING MINUTES OF COMMISSIONERS
MEETINGS

Motion made by Mr. Thomas, seconded by Mr. Probst to approve and sign the minutes for the Board of Commissioners regular meetings of July 13, 2001, July 18, 2001, July 20, 2001, July 25, 2001 and July 27, 2001.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
AMENDMENT TO IV-D CONTRACT BETWEEN
BELMONT COUNTY CSEA AND CLERK OF COURTS/BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following amendment to the IV-D Service contract entered into on February 1, 2001 between the Belmont County Child Support Enforcement Agency (CSEA) and Belmont County Clerk of Courts and numbered 0701011. This amendment is effective August 1, 2001.

II Article 4, Availability of Funds: Changes the total contract value as follows:

	AMOUNT	SOURCE
Nonfederal Matching Funds	\$15,359.53	County
Federal Matching Funds	\$29,815.55	FFP
Total	\$45,175.08	

III Article 5, Cost and Delivery of Purchased Services:

- (A) Adjusts the per unit rate from **\$115.00** to **\$102.67**, as reflected in the attached revised budget.
- (B) Adjusts the maximum number of units purchased from **400** to **440**.

IV Provides for changes of language in the Articles/Exhibits listed below and attached to this amendment.

V. All Articles and Exhibits not specifically changed by this or earlier amendments remain in full force and effect as originally executed.

Child Support Enforcement Agency	Date	County Commissioners Signature	Date
Belmont County		Ryan E. Olexo /s/	8/29/01

Authorized CSEA Representative	Date	County Commissioners Signature	Date
Tom King /s/	8/27/01	Charles R. Probst, Jr. /s/	8/29/01

Authorized Provider Representative	Date	County Commissioners Signature	Date
Randy L. Marple /s/	8/27/01	Mark A. Thomas /s/	8/29/01

Authorized Provider Representative's Title
Belmont County Clerk of Courts

Provider's Street Address
101 West Main St., Courthouse

Provider's City, State, Zip
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING
INTO CONTRACT BETWEEN OHIO VALLEY EMPLOYMENT RESOURCE
AND BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
RE: NATIONAL EMERGENCY GRANT

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following contract for WIA National Emergency Grant participant service delivery.

Contract Between the
Ohio Valley Employment Resource (OVER)
And the
Belmont County Department of Job and Family Services (BDJFS)

PURPOSE:

Belmont County Department of Job and Family Services (BDJFS), Contractor, will provide participant service delivery for **WIA National Emergency Grant(s)**, which would include Needs Related Payments, to serve Dislocated Workers.

OVER Agrees to Provide the Following Services to the BDJFS:

1. Develop a WIA National Emergency Grant, which would include Needs Related Payments, to serve Dislocated Workers from Windsor Coal Company. The grant will meet State and Federal requirements.
2. To make available training opportunities and provide technical assistance, as needed.
3. Serve as Fiscal Agent for the Windsor Coal NEG grant.
 - A. Release funds within seven working days of receipt of accurate of advance expenditure projections, Attachment A.
 - B. Monitor cash flow.
 - C. Request funds to cover local need.
 - D. Receive local monthly expenditure reports, combine and submit to State.
 - E. Reconcile fund advance projections to monthly expenditures.
 - F. Prepare all audit schedules.
 - G. Transfer grant funds between counties, as necessary, Attachment B.
4. Monitor grant to determine if grant specifications are followed.
 - A. Ensure that all services required by the Workforce Investment Act program guidelines are provided and charged as prescribed by the cost guidelines not to exceed the contracted dollar amount established for the entire operation of the WIA program.
 - B. On-site and desk reviews, as applicable, to ensure system integrity, validate internal controls, participate tracking systems and provide recommendations for enhanced system performance in both area of technological and workforce development activities/outcomes.
 - C. Review monthly expenses reported against any established budgets and in relations to progress reviewed in on-site visits, making recommendations for adjustments, if necessary. Such adjustments shall not be completed until reviewed.
 - D. Grant Manager will submit a written monitoring report detailing performance per the written criteria and a financial monitoring report. Reports may also include any recommendations for improvements, as appropriate.
5. Liaison between state and federal programs/fiscal monitors and respond to the resulting reports with copies forwarded as instructed.
6. Modify grant, as appropriate.
7. Provide information and performance outcomes.
8. Pursue other National Emergency Grants or employment and training grants, as requested, subject to Council of Government approval.

The Belmont County Department of Job and Family Services Agrees to Provide the Following:

1. BDJFS agrees to cooperate and collaborate with the Ohio Valley Employment Resource to plan, implement and monitor the provision of services under this agreement.
2. BDJFS will be responsible for local service delivery in accordance with the Workforce Investment Act and accompanying Regulations, as well as provisions contained in the Grant.
3. BDJFS and Ohio Valley Employment Resource will arrange the monitoring activity based on risk assessment of the project, and the control environment of the vendor.
4. BDJFS will submit accurate advance expenditure projections, Attachment A.
5. BDJFS will revise grant allocations, based on mutual agreement, based on receipt of Attachment B.
6. BDJFS will be responsible for monthly expenditure report, Attachment C, submission by the seventh working day of each month. This would will include reconciliation with advance expenditure projections.

EFFECTIVE DATE:

The effective date of this agreement shall be the date this grant is signed by all parties.

TERM:

The grant shall commence on the effective date and continue until the funded grant period is completed, plus ninety days for close-out reports and audit.

CONSIDERATIONS:

1. Contractor billing shall not exceed signed allocation sheet, Attachment B.
2. Administrative and program expenditures shall not be consolidated for any reason.
3. BDJFS will request advance expenditure projections and funds will be released within seven working days of receipt of accurate request.
4. BDJFS will be responsible for monthly expenditure report submission, which will include reconciliation with advance expenditure projections by the seventh working day of each month.

EVALUATION AND MONITORING

The BDJFS, with the cooperation of OVER, will complete periodic monitoring and evaluation activities as deemed necessary. The continuation of this contract shall be contingent upon the program objectives contained in the grant being achieved.

CONTRACTOR OBLIGATIONS

The contractor shall abide by Federal, State, and Local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The contractor shall not perform in any way inconsistent with the terms of this contract except as approved, in writing, by the OVER. Adjustment in the services to be provided may not be made without prior approval of the OVER.

TERMINATION

Either party upon thirty (30) days written notice may terminate this contract for any reason.

The contractor agrees that if the OVER can document evidence that the provider failed to comply with the terms of the contract, the OVER has the right to cancel the contract upon the delivery of written notice of said noncompliance to the provider. Contractor agrees that if breach of grant can be documented, the OVER reserves the right to legal, administrative, and contractual remedies. Cancellation of the contract, for any reason, shall not relieve either party of any financial obligation owed to the other which occurs as a result of, or during the course of, the contract.

CONFIDENTIALITY

Contractor agrees that none of its employees, agents or assignees involved in performing the terms and conditions of this agreement shall use any information, systems, records, or other materials of a confidential nature, for any purpose than to fulfill the contractual duties specified herein or other duties imposed by law. The Grantor agrees to be bound by the same standards of confidentiality that apply to the employees of OVER and the State of Ohio.

ASSIGNMENTS AND SUBCONTRACTS

Contractor shall not assign any interest including subcontracting in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of OVER and subject to such conditions and provisions as OVER may deem necessary.

INDEPENDENT CONTRACT

Contractor agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of the agreement. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal or other tax liabilities which may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor will provide public liability, property damage, workers' compensation insurance, insuring as they may appear the interest of all parties to this contract against any and all claims which may arise out of operations under the terms of this contract. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to OVER of such.

Contractor certifies that no later than the first effective date of this contract, all approvals, licenses or other qualifications necessary to conduct business in Ohio will be obtained. In the absence of such approvals, licenses or other qualifications, this contract shall be void as of the first effective date.

NONDISCRIMINATION

Contractor may not, in the performance of this contract, discriminate against any employee who is employed in the work covered by this contract, or against any applicant for such

employment and Contractor shall not discriminate against individuals because of race, color, religion, age, sexual preference, gender, handicap, or national origin.

RECORDS AND AUDITS

Contractor agrees to maintain all books, records, documents, and other evidence pertaining to the cost, expenses and records of this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services as well, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract, until the audit covering this period is resolved and a three year post-audit retention is completed.

INDEMNIFICATION

The Contractor understands and agrees that it is an independent Contractor and agrees to indemnify and hold the OVER harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including but not limited to costs and expenses, arising out of breach of contractor acts of omissions of the Contractor.

AMENDMENTS

This Contract may be amended in writing. No amendment shall be effective until such date, as both parties have executed a written agreement.

MISCELLANEOUS

Any notice to the OVER shall be sufficient if sent certified mail, return receipt requested, if such notice states that it is a formal notice related to the Contract. Any notice to the Contractor shall be sufficient if sent certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this Contract.

In respect to the award and operation of this Contract, the OVER and Contractor agree to comply with all applicable Federal and State laws. This Contract is to be construed, governed and enforced under the laws of the State of Ohio.

Performance of the contract by the Belmont County Department of Job and Family Services is contingent upon approval of the Belmont County Commissioners and upon availability of Federal funds.

Both parties agree to abide by:
Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40CFR Part 15.

Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689.

Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.

CONTRACT APPROVED BY:

<u>Dwayne Pielech /s/</u>	<u>8/14/01</u>
Dwayne Pielech, Director	Date
Belmont County Department of	
Job and Family Services	

<u>Larry D. Hivnor /s/</u>	<u>8/09/01</u>
Larry D. Hivnor, Executive Director	Date
Ohio Valley Employment Resource	

Belmont County Commissioners:

<u>Ryan E. Olexo /s/</u>	<u>8/29/01</u>
Ryan E. Olexo, Commissioner	Date

<u>Mark A. Thomas /s/</u>	<u>8/29/01</u>
Mark A. Thomas, Commissioner	Date

<u>Charles R. Probst, Jr. /s/</u>	<u>8/29/01</u>
Charles R. Probst, Jr., Commissioner	Date

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING
REQUISITION NO. 4 FOR STATE ROUTES 149 & 40 FORCE MAINS
PROJECT/SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Olexo to approve payment of Requisition No. 4 for the Belmont County Sanitary Sewer District State Routes 149 & 40 Force Mains Project as follows:

Seneca Valley, Inc. \$61,072.08
48035 Township Rd. 108
Caldwell, OH 43724

James White Construction Co. \$117,749.88
4156 Freedom Way
Weirton, WV 26062-5296

Vaughn, Coast & Vaughn, Inc. \$7,722.78
154 S. Marietta St.
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING
FOR BIDS FOR RESURFACING SOMERSET, UNION
AND WARREN TOWNSHIPS PROJECT 15-4/ENGINEER'S

Motion made by Mr. Thomas, seconded by Mr. Probst to advertise for bids for the following resurfacing project.

ADVERTISE FOR BIDS

It appearing to the Board that it would be to the best interest of the Public to ask and receive bids for resurfacing Somerset, Union and Warren Townships Project 15-4 for the Belmont County Engineer, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Notice to Bidders" as follows:

NOTICE TO BIDDERS

BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners office, Belmont County Courthouse, St. Clairsville, Ohio until 9:45 A.M. (Local Time) Wednesday, September 19, 2001 for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following resurfacing project in **SOMERSET, UNION, AND WARREN** Townships, known as **PROJECT 15-4** then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 8:30 A.M. and 4:00 P.M. daily, Monday thru Friday.

A bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C.
OR
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with the bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by November 2, 2001.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required. Bidders must comply with the prevailing wage rates on Public Improvements in Belmont, County Ohio as determined by the Ohio Department of Industrial Relations.

Said contract will be let to the lowest and best responsible bidder in accordance with the

Attachment 1 "Bid Documents Belmont County Commission". The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners
Of Belmont County, Ohio.
Darlene Pempek /s/
Darlene Pempek, Clerk of the Board

Times Leader-Adv. (2) Tuesdays September 4, 2001 and September 11, 2001

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
INTO AGREEMENT BETWEEN BELMONT COUNTY COMMISSIONERS
AND VILLAGE OF BARNESVILLE RE: WATERLINE EXTENSION PROJECT**

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

**AGREEMENT
BELMONT COUNTY COMMISSIONERS
AND
VILLAGE OF BARNESVILLE**

This Agreement made and entered into this 29th day of August, 2001, by and between the Belmont County Commissioners, Belmont County Courthouse, St. Clairsville, Ohio 43950, a political sub-division of the State of Ohio, hereinafter referred to as the "Commissioners", and the Village of Barnesville, 126 East Church Street, Barnesville, Ohio 43713, a political sub-division of the State of Ohio, hereinafter referred to as the "Village".

WHEREAS, the Commissioners intend to extend water lines throughout Belmont County to service residents with a plentiful and safe water supply;

WHEREAS, the Commissioners intend to extend water lines near Barnesville, along County Road 102, from the County Road 102A to south of Warren Township Road 182 and Warren Township Road 182 from County Road 102 to Warren Township Road 183;

WHEREAS, the Village has water lines at County Road 102 and 102A;

WHEREAS, the Village has an adequate water supply personnel required to serve the area aforementioned;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the Commissioners and the Village now agree as follows:

SECTION I

The Commissioners have retained Hammontree and Associates, Ltd., an engineering firm, to design a water system to serve the area and inspect the project during construction.

SECTION II

The Commissioners will build the project for the residents with a surcharge of three dollars (\$3.00) per thousand (1,000) gallons of water usage per customer for a period of ten (10) years from the initial billing. The three-dollar (\$3.00) per thousand (1,000) gallons of water will be added to each customer's monthly bill.

SECTION III

The Commissioners will build the water system to Village specifications in regard to all appurtenances associated with the system.

SECTION IV

The Commissioners will charge a service connection fee of seven hundred dollars (\$700.00) per property connection at the time of construction for a three-fourths inch (3/4") water service line. Larger service line requests will require seven hundred dollars (\$700.00) plus the difference in cost between the three-fourths inch (¾") line and the size of the line requested.

After construction of the water line, the service connection fee will be seven hundred dollars (\$700.00) plus parts, labor and equipment necessary to complete the requested project.

The service connection fee of seven hundred dollars (\$700.00) for a period of ten (10) years will be used to retire the debt, except for the cost of the meter, which cost will be deducted by the Village.

SECTION V

The Village will circulate applications and collect fees for the residents in the project area.

SECTION VI

The Village will operate and maintain the water line extension in the service area described. After the ten (10) year period, the lines shall become the sole property of the Village. Thereafter, the Village will determine all fees charged to users of the system.

SECTION VII

The Village will bill water customers the monthly Village rates for out of town customers at the standard Village rate plus a three-dollar (\$3.00) per thousand (1,000) surcharge.

The Village will transfer the surcharge to the County Treasurer monthly, as collected in the debt retirement account.

SECTION VIII

This Agreement shall become effective immediately upon execution hereof and embodies the entire agreement between the Commissioners and the Village.

SECTION IX

The Agreement shall be subject to, conditioned upon, and construed in accordance with the rules and regulations that are laws of the State of Ohio applicable to similar Agreements and shall be binding upon the successors in interest of the parties hereto.

SECTION X

The Agreement shall be subject to termination by the mutual consent of both parties or for good cause shown by either party.

SECTION XI

The Agreement is executed by the Board of Commissioners of Belmont County, Ohio, pursuant to a Resolution duly adopted at the meeting held on the 29th day of August, 2001, and is likewise executed by the Mayor of the Village of Barnesville for and on behalf of the Village, pursuant to a Resolution duly adopted at a meeting on the 27th day of August, 2001.

WITNESSES:	BOARD OF COUNTY COMMISSIONERS BELMONT COUNTY, OHIO
<u>Darlene Pempek /s/</u>	<u>Ryan E. Olexo /s/</u> Ryan E. Olexo, President
<u>Mae Whiteley /s/</u>	<u>Mark A. Thomas /s/</u> Mark A. Thomas
	<u>Charles R. Probst, Jr. /s/</u> Charles R. Probst, Jr.

WITNESSES:	VILLAGE OF BARNESVILLE
<u>Marlin J. Harper /s/</u>	<u>Henry O. Gallagher /s/</u> Mayor
<u>Bill Morgan /s/</u>	

APPROVED AS TO FORM:	
<u>Robert Quirk /s/</u>	<u>8/22/01</u>
Belmont County Prosecuting Attorney	Date
<u>Marlin J. Harper /s/</u>	<u>8/27/01</u>
Solicitor for the Village of Barnesville	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF DISCUSSION HELD
RE: MEDITERRANEAN BUILDING PURCHASE

Former Commissioner Michael Bianconi came before the Board to discuss his concerns in regards to the purchase of the Mediterranean Building in Morristown for the Committee on Aging (COA). Mr. Bianconi first thanked the Commissioners for moving to a more roomy facility to hold their meeting. He then stated he had been a Commissioner for eight years and the COA agency has been a concern. "I am concerned with the use of the levy money." Mr. Bianconi stated he had seen information on the Mediterranean Building and continued that when he was Commissioner, they had looked into purchasing it, but had voted against it. He continued, "I voted 'No' to ever buy a building for that (agency). I feel they can operate on its own funds. My concerns are: this building is nine miles farther west; there is not a natural gas hookup; electric service is provided by South Central Power, which is much more expensive to use than Ohio Power. It is wrong, levy monies should be spent as they were intended- on the frail and handicapped, on the person who can't get out of their home and needs attention." He stated he had met with Commissioner Olexo the previous evening and discussed issues such as: levy monies being for the frail in home person. "Senior Citizens Centers are a club, those who can't get out of their home are the ones I am concerned about. They need human touch, they need levy funds. I want to see the money put to the people who need help. But if they can't get out, those people need our help. If someone goes to jail we feed them three meals a day, Why can't the seniors of the county get more service. There is 1.2 million dollars to work with, they don't need a building. Please, I am asking you to reassess or reevaluate your decision to purchase this building."

Commissioner Olexo informed all in attendance that the Commissioners are reevaluating their decision of that purchase and these are the things the Board is taking into consideration. Commissioner Olexo then asked Mr. Bianconi if he were here to discuss the Green Agreement also. Mr. Bianconi stated he had just been given the Green Agreement and would read it thoroughly then come before the Board to discuss it at a later date.

Ms. Sheila Smith asked for one more minute of time, "concerning the Mediterranean Building, anyone in Home Care in this county knows that the greatest population we serve is on the river front and the highest cost in the industry is transportation costs."

A public citizen asked if the five hundred thousand dollar renovation price for the Mediterranean Building should not come from Levy funds. Commissioner Olexo stated that the estimated total for purchase and renovation is five hundred fifty-six thousand dollars. The same resident stated, "When he bought the building, he bought it without your approval. Is the purchase of the building in concrete? Recently the meals have gotten smaller, for a lot of Seniors this is the only decent meal they get a day."

Phyllis Harding of Bridgeport asked if the building was put in Bob Laxton's name. Commissioner Thomas stated that the Prosecuting Attorney handled the closing, the Commissioners were not direct participants in the actual closing. Currently it is in the Committee on Aging's name." Ms. Harding asked if it would be taken out of his name, to which Commissioner Thomas stated it would and that the taxpayers will own it.

A Bellaire resident stated, "Rose Hill Tower residents who are unable physically to come down from upstairs apartments, can not receive meals, because they have been told the meals can not be taken upstairs." This person also asked if the Kuchinka Building was purchased with tax levy dollars. Commissioner Olexo stated that particular building was purchased with HUD monies and is a private development. Commissioner Thomas stated there are no direct Belmont County tax dollars in the building, it was purchased with grant money.

Millie Homko, asked if any other building was ever considered. "Was Bellaire ever considered?" Commissioner Olexo stated, "To my understanding, the Kroger building was looked at and turned down by a previous Board." Another resident stated, "I can't believe this building was purchased. I spoke with someone today who told me the roof is shot. The room that was originally set up as a walk-in cooler has been used to store firewood. I can't believe this building was purchased." Lillian Hepburn of Bellaire stated, "The deed is not necessary if it is an unused piece of junk."

Bruce Smith asked if the eighty thousand dollars used to pave the parking lot of the Carnes building was tax money. Commissioner Olexo stated that to his knowledge it was not. Commissioner Probst stated the Board was approached last year and asked for a Prosecutor's ruling stating the funds could be used for that purpose. Commissioner Olexo stated that one of the first moves when this Board came on in January was to sue the Committee on Aging, to clarify the usage of levy funds.

A kitchen worker, Sandy, from COA stated that the new machine vacuum seals the meals making them appear smaller, however each meal contains four ounces of everything. She continued, "We serve over 700 hot meals plus frozen ones, we need a new kitchen. I don't care where." Mr. Bianconi stated that reference to previous Board decisions regarding "waste of monies in purchasing buildings" lead him to state, " We also turned down the Mediterranean and this Board agreed to buy it. Why? What more services am I providing the Seniors?" Commissioner Olexo reminded Mr. Bianconi that those questions were placed before him the previous night, and he would get answers in a timely fashion. Mr. Bianconi reminded Commissioner Olexo that he asked the same questions thirty days previous at a Commissioners Meeting.

IN THE MATTER OF DISCUSSION HELD

RE: MEDITERRANEAN BUILDING PURCHASE (CONT'D)

Shirley Murad questioned if Bob Laxton was a county employee, and if there was a bid process for the contract Laxton and the COA has with the county. Commissioner Olexo stated the current contract with the COA runs through 2003 and breaking this contract could possibly be considered a breach of contract and leave the county liable.

Lois McDowell asked how many complaints were received. Commissioner Olexo stated he had received twenty-four calls. Commissioner Thomas stated he had received no calls. Ms. Sheila Smith stated she had received a large number of documented calls over a period of two days. Ms. McDowell stated someone she knew had contacted the COA and has been on a waiting list since last November, and has never gotten a response.

Red Doleski, a Lansing resident asked if the seniors receiving meals were required to pay a fee. Commissioner Olexo stated, "Yes." Commissioner Probst stated that the contract states the Board must approve this amount. Mr. Doleski stated, "Laxton is not responsible to anyone. You are supposed to be responsible. The last levy purchased two new vans. However within the week of the vans being put into use, a sign went up stating, 'In order to ride a van, you have to pay one dollar.' I asked the Commissioners and they knew nothing about it. They met with Laxton and he said he knew nothing about it. Today I talked to a chemo patient who was told, we can get you there, but you have to get yourself home. Are those vans delivering meals in other counties, when our residents need them?" Commissioner Olexo stated the vans were bought with other funds, not levy funds. This statement was met with a resounding NO from the crowd.

Carol Roberts, COA employee, stated, "My question is for Mr. Bianconi, the levy three years ago, was to be for a senior center, day care, and kitchen. What happened to those levy dollars. Why did you vote it down?" Mr. Bianconi answered, "I think the money needs to go out to the public. This contract with COA can be broken, it states it can be cancelled within 180 days."

Gene Joseph of Colerain, stated, "The problem is the levy money that all of us pay for. When is the levy due again?" Commissioner Olexo responded, "November". Mr. Joseph continued, "The building is junk and needs renovated. What are you going to do if the levy doesn't pass - and it won't? We thought the money was going to the seniors. This is baloney."

Jane Brown of Martins Ferry stated the vans were intended for transportation. "If I gave you a slot and you could only do a certain time frame, how would you fit it all in? Is transportation under the levy funding? It's important. We're a hazard to ourselves and the kitchen is so small."

Another elderly resident stated, "How come when they transport you they have their hand out? For anything, they have their hand out." Commissioner Probst stated, "Don't pay them, don't give them any money. This is a service due to you. Do not pay them." Mr. Bianconi stated he had no dispute that the private business does a fine job. The dispute he has is there is no documentation of levy funds being used.

Delores Cost stated, "Title IIIC meals are part of Bob Laxton's private business. The levy meals were stated as 243. Did you verify this figure?" Commissioner Olexo stated no he had not. Commissioner Probst stated, "I tried last Tuesday to see delivery logs. He provided it to me, and had it all broken down. I went through and saw Title III meals, there were no levy meals on there. Be assured the Commissioners are going to do the right thing. I tried to get verification from Bob Laxton but he states there is a confidentiality phase in the contract. Ms. Smith asked if this was a breach of contract. Commissioner Probst stated, "He should abide by the contract, the information should be reviewed monthly, he has failed to do that. I have a lot of concerns, starting this day this Board should make a commitment that Bob Laxton abides by the contract." Commissioner Olexo stated that the Assistant Prosecutor is also looking over this contract."

Another resident questioned, "Has anyone contacted these people? This could be a made up list that I have in my hand. (*Referring to the list that Ms. Sheila Smith handed out*) It is invalidated." Commissioner Olexo stated, "This is not our list" Commissioner Thomas stated, "This is an open forum, anyone could hand out anything." An employee of Ms. Sheila Smith's stated she had personally talked to the people on the list.

Art Thompson a resident of St. Clairsville, stated, "I voted for the levy. I find out now how it is being spent, and I'm appalled. It's a disgrace and I won't vote for it again." Commissioner Olexo reminded everyone that they were hearing only one side of the story and, "Make your vote an informed one."

Rick Kolb of the Bridgeport Eagles stated their organization gave ten thousand dollars to help subsidize meals in 1998, and another five thousand dollars recently and asked if the Board could check how the monies were expended. The Commissioners asked Darlene Pempek, Clerk, Belmont County Commissioners to check on that issue.

IN THE MATTER OF APPROVING
DRAFTING OF LETTER TO BOB LAXTON, DIRECTOR,
BELMONT COUNTY COMMITTEE ON AGING

Motion made by Mr. Probst, seconded by Mr. Thomas to approve sending a letter to Bob Laxton, Director of Belmont County Committee On Aging, directing Mr. Laxton to abide by the current stipulations in the contract between the Belmont County Commissioners and the Belmont County Committee On Aging.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 8:10 P.M.

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 8:10 P.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 31st day of August 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

