

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of October 19, 2001, were read, approved and signed.

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

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
Sam's Club	Annual fee	\$ 15.00
John G. Paleudis, Magistrate	Reimburse expenses-General	296.75
AT&T	Long distance bill/Probation-General	17.76
Eastern Ohio Regional Wastewater Auth.	Service/Martins Ferry Satellite-General	18.00
Dell Marketing LP	Computers-General	5,164.00
Xerox Corporation	Lease agreement/Engineer's-General	135.04
Belmont National Bank	Conference expenses-General	398.64
Municipal Utilities	Services/Makenzie Bldg-General	349.28
Fire Protection Service	Inspection fee/MF Satellite-General	6.00
Mae Whiteley, Asst. Clerk	Reimburse mileage-General	63.48
Ohio Judicial College	Conference fees/Eastern Ct-General	60.00
Crystal Springs	September water-Probate Court	38.95
Eastern OH Regional Wastewater Auth	Service/Eastern Court-Sanitary Sewer	79.00
Crystal Springs Water Company	Water-Clerk of Courts	50.95
C.S.E.A.	September payment-Clk of Crts Computer	1,082.14
Casnet	Film processing-Probate Computer	17.26
Jeter Systems Corp, Inc.	Computer files & numbers-Western Comp	2,990.96
Wheeling Office Supply	Supplies-Northern Court Spec Projects	678.39
Village of Shadyside	Paving/Steele Constrction-License Tax	42,117.75

**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 October 24, 2001 as follow:

FUND	AMOUNT
General	\$1,932.78, \$23,879.52
General/Western Division Court	\$188.28
General/Western Bel Ct Satellite	\$539.68
County Home	\$16,079.69
BCDJFS/PA	\$8,293.53, \$2,079.22, \$7,815.77, \$16,446.94, \$14,248.19, \$32,171.88
BCDJFS/CSEA	\$3,182.77, \$11,592.69
BCDJFS/Children Services	\$99,354.00
Engineer's MVGT	\$8,403.65, \$542.99
Juvenile Court Care & Custody	\$1,046.50
Oakview Juvenile Rehabilitation Dist.	\$746.95
Oakview Juvenile Aftercare Program	\$458.36
Oakview Juvenile Rehan-New Construction	\$7,000.00
Eastern Court Special Projects	\$368.84
Common Pleas Corrections Act Grant	\$76.73
Job Training	\$9,120.20, \$1,956.20, \$1,696.20

Upon roll call the vote was as follows:

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

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

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

FROM		TO		AMOUNT
A401-A11	Other Expenses	A001-H01	Examination Fees	\$ 180.00
A401-A11	Other Expenses	A001-A10	Professional Fees	\$ 6,000.00
A401-A11	Other Expenses	A015-A14	Attorney Fees	\$ 7,000.00
A401-A11	Other Expenses	A206-A03	Housing of Prisoners	\$ 160.00

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 OAKVIEW JUVENILE REHAB  
DISTRICT /AFTERCARE FUND S28**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the Oakview Juvenile Rehab/Aftercare Fund S28.

FROM	TO	AMOUNT
S028-S01 Salaries	S028-S05 Medicare	10.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
C-CAP DONATED		
M055-M18 Intake Fee	M055-M08 Transfers Out	467.66
DRUG COURT III		
M069-M09 Other	M069-M01 Salaries	599.75

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF  
FUNDS FOR THE BELMONT COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES**

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

FROM:	TO:	AMOUNT
S017-S31 Other Expenses	S017-S22 Contracts	\$150,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF  
FUNDS FOR THE BELMONT COUNTY  
RECORDER'S DEPARTMENT**

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

FROM:	TO:	AMOUNT
S078-S05 Equipment	S078-S10 Salaries	\$230.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER  
WITHIN THE FUND FOR S81 THE BELMONT  
COUNTY PROBATE COURT

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

FROM:	TO:	AMOUNT
S081 - S08 Computer Expense	S081-S10 Transfer Out	\$50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER  
BETWEEN THE FUNDS FOR THE S95  
BELMONT COUNTY COMMON PLEAS  
COURT COMPUTER FUND AND PROBATE  
COURT COMPUTER FUND

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

FROM:	TO:	AMOUNT
S081-S10 Transfers Out	S095-S11 Transfers In	\$50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN  
THE BELMONT COUNTY GENERAL FUND

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

FROM:	TO:	AMOUNT
A102-B10 Intense Probation	A115-A15 Transfer Out	\$5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF  
FUNDS FOR THE S95 BELMONT COUNTY  
COMMON PLEAS COURT COMPUTER  
FUND AND THE GENERAL FUND

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

FROM:	TO:	AMOUNT
A115-A15 Transfer Out	S095-S11 Transfer In	\$5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN  
THE S87 BELMONT COUNTY EASTERN COURT  
SPECIAL PROJECTS FUND

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

FROM:	TO:	AMOUNT
S087-S08 Other Expenses	S087-S10 Transfer Out	\$12,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**  
**BETWEEN FUNDS FOR THE S95 BELMONT**  
**COUNTY COMMON PLEAS COURT COMPUTER**  
**FUND AND THE EASTERN COURT SPECIAL**  
**PROJECTS FUND**

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

FROM:	TO:	AMOUNT
S087-S10 Transfers Out	S095-S11 Transfer In	\$12,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**  
**BETWEEN FUNDS FOR THE A06**  
**BELMONT COUNTY GENERAL FUND**

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

FROM:	TO:	AMOUNT
A006 - G06 Rent	A006-G08 Travel	\$ 1,200.00
A006 - G07 Contract Repair	A006-G08 Travel	\$ 525.04
Total		\$1,725.04

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**  
**OF FUNDS WITHIN THE GENERAL FUND**  
**FOR THE COMMON PLEAS COURT FUND**

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

FROM	TO	AMOUNT
A002-B03 Supplies	A402-B12 Other Expenses	\$1,200.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**  
**OF FUNDS BETWEEN THE K000**  
**BELMONT COUNTY ENGINEERS**  
**COMP/DAMAGE FUND AND OTHER EXPENSE**

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

FROM:	TO:	AMOUNT
K000- K18 Comp/Damage (Roads)	K000-K24 Other Expenses	\$5,000.00
K000-K32 Comp/Damage (Bridges &Culv)	K000-K24 Other Expenses	\$5,000.00
Total		\$10,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**  
**WITHIN THE FUND OF S080 CLERK**  
**COURTS COMPUTER FUND**

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

FROM:	TO:	AMOUNT
S080-S08 Computer Expenses	S080-S15 Transfers Out	\$30,000.00
S080-S10 Payment to CSEA	S080-S15 Transfers Out	\$40,000.00
Total		\$70,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER  
BETWEEN THE FUNDS OF S95 COMMON  
PLEAS COURT COMPUTER AND THE  
CLERK OF COURTS COMPUTER FUND

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

FROM:	TO:	AMOUNT
S080-S15 Transfers Out	S95-S11 Common Pleas Comp	\$70,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER  
BETWEEN THE FUNDS OF S95 COMMON  
PLEAS COMPUTER FUND AND NORTHERN  
DIVISION COURT

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

FROM:	TO:	AMOUNT
S086-S10 Transfers Out	S95-S11 Transfer In	\$6,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER  
OF FUNDS WITHIN THE GENERAL FUND

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

FROM	TO	AMOUNT
A401-A11 Other Expenses	A401-E10 Other Expenses	\$1,460.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER  
OF FUNDS WITHIN THE GENERAL FUND

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

FROM	TO	AMOUNT
A401-A11 Other Expenses	A002-A06 Transcripts	\$1,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER  
OF FUNDS WITHIN THE GENERAL FUND

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

FROM	TO	AMOUNT
A401-A11 Other Expenses	A012-A02/Salaries Engineer Dept.	\$1,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN**  
**FUNDS FOR THE S88 BELMONT COUNTY**  
**WESTERN DIVISION COURT SPECIAL PROJECT FUND**  
**AND THE S95 COMMON PLEAS COMPUTER FUND**

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

FROM	TO	AMOUNT
S088-S10 Transfers Out	S095-S11 Transfers In	\$12,000.00

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 S88 BELMONT COUNTY**  
**WESTERN DIVISION COURT SPECIAL PROJECT FUND**

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

FROM	TO	AMOUNT
S088-S08 Other Expenses	S088-S10 Transfers Out	\$12,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF**  
**FUNDS BETWEEN THE S-33 DISTRICT DETENTION FUND**  
**AND THE GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds between the S-33 District Detention Fund and the General Fund.

FROM	TO	AMOUNT
A015-A15 Transfer Out	S033-S15 Transfers In	\$70,000.00

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 COURT**  
**OF COMMON PLEAS MAGISTRATE**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 19, 2001.

A002-B30	Other Expenses	\$2,570.55
A002-B25	Salaries	\$4,989.90
Total		\$7,560.45

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 OAKVIEW**  
**JUVENILE REHABILITATION DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 19, 2001

S028-S01	Salaries	\$1,000.00
S030-S54	Food	1,765.43
Total		\$2,765.43

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 OAKVIEW  
JUVENILE REHABILITATION DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 19, 2001.

S028-S01 Salaries                      \$300.00

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 COURT  
OF COMMON PLEAS ADULT PROBATION**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 19, 2001.

S077- S01	Salaries	10,197.25
S077 - S02	Medicare	147.75
S077- S03	Automobile Exp	487.50
S077 - S05	Supplies	1,098.50
S077 - S07	Communications	461.25
S277 - S02	Hosp	1,918.25
S177 - S02	PERS	1,381.75
S377 - S02	Workers Comp	407.75
S077 - S04	Rentals	660.00
Total		\$16,760.00

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 NORTHERN  
DIVISION COURT S086 FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

S086-S10 Transfer Out      \$6,000.00

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 H30  
COUNTY HOME FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

H030-H02 Salary of Employees	\$184,000.00
H130-H14 PERS	12,000.00
H430-H14 Other Expenses	100,000.00
H530-H14 Medicare	4,000.00
Total	\$300,000.00

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 BELMONT  
COUNTY BOARD OF MENTAL RETARDATION  
AND DEVELOPMENTAL DISABILITIES

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

S066-S85	Special Services	\$115,000.00
S066-S70	Contract Services	\$130,000.00
Total		\$245,000.00

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 BELMONT  
COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

0006-003	Bond Payment	\$200,000.00
0006-004	Interest Payment	\$142,000.00
Total		\$342,000.00

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 BELMONT  
COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

0007-001	Bond Principal Payment	\$ 54,000.00
0007-002	Interest Payment	\$197,000.00
Total		\$251,000.00

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 BELMONT  
COUNTY PROSECUTING ATTORNEY

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

W080-P01	Salaries	\$2,742.00
W080-P07	Hospitalization	\$ 500.00
Total		\$3,242.00

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 BELMONT  
HARRISON JUVENILE DISTRICT DETENTION  
HOME - SARGUS CENTER

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

S033-S01	Salaries	\$31,258.01
S033-S34	Supplies	2,650.00
S233-S34	Food Service Exp	4,100.00
S033-S35	Materials	600.00
S033-S36	Equipment	700.00
S033-S37	Contract Repairs	525.00
S033-S38	Contract Services	4,500.00
S033-S40	Medical	1,420.00
S033-S43	Travel and Training	1,000.00
S033-S44	PERS/STRS	600.00
S033-S47	Hospitalization	15,000.00
S133-S48	Medicare	1,310.00
S033-S55	Advances Out	20,000.00
Total		\$83,663.01

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 BELMONT  
HARRISON JUVENILE DISTRICT DETENTION  
HOME - GROUP HOME

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

S031-G01	Salaries	\$15,077.40
S031-G02	Supplies	600.00
S031-G03	Food Service Exp	1,000.00
S031-G04	Materials	250.00
S031-G05	Activities	100.00
S031-G07	Contract Services	1,000.00
S031-G08	Contract Repairs	200.00
S031-G09	Training	500.00
S031-G10	Rental	945.00
S031-G11	Travel	1,800.00
S031-G16	Medicare	530.00
S031-G17	Hospitalization	2,726.00
S031-G18	Contingency Fund - Girls	400.00
Total		\$25,128.40

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 OAKVIEW  
JUVENILE REHABILITATION DISTRICT

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

S030-S51	Salaries	\$75,932.46
S030-S66	PERS	10,200.00
S230-S66	Hospitalization	1,000.00
S130-S66	Workers Comp	850.00
S430-S66	Medicare	1,248.00
S030-S52	Contract Services	100.00
S030-S53	Medical Services	800.00
S030-S54	Food	1,000.00
S030-S55	Supplies	1,000.00
S030-S56	Motor Vehicle Exp	3,750.00
S030-S57	Travel and Staff Dev	1,718.00
S030-S58	Communications	1,500.00
S030-S59	Fuels and Utilities	2,500.00

S030-S60	Maint and Repairs	1,587.00
S030-S62	Printing	500.00
S030-S63	General and Other	250.00
S030-S65	Indirect	4,000.00

Total	\$107,935.46
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR BELMONT  
COUNTY JUVENILE COURT'S DRUG  
COURT ENHANCEMENT GRANT M071

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

M071-M02	Salaries	\$467.66
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE GENERAL FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 19, 2001.

**GENERAL FUND**

A402-B12 Other Expenses/Common Pleas	\$608.57
Reimbursement for advertisement	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE GENERAL FUND  
SHERIFF DEPARTMENT

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

**GENERAL FUND**

A906-A14 Sheriff Towing and Storage	\$249.00
A806-A14 False Alarm Fees	\$725.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE GENERAL FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

**GENERAL FUND**

A015-A15 Transfer Out \$70,000.00

**\*\*Monies allocated to Sargus Juvenile Detention Center**

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 19, 2001.

**GENERAL FUND**

A015-A15 Transfer Out           \$121,022.01

**\$119,196.93 Insurance reimbursement - Sanitary Sewer**  
**\$1,805.08 Insurance reimbursement - BD. MR/DD**

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 19, 2001.

**GENERAL FUND**

A102-B10 Intense Probation   \$7,182.10  
**Probation fees April through September 2001**

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of May 16, 2001.

**GENERAL FUND**

A102-B10 Intense Probation   \$2,110.00

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 N-32  
BELMONT COUNTY FOX COMMERCE INDUSTRIAL FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 24, 2001.

**N-32**

**BELMONT COUNTY FOX COMMERCE INDUSTRIAL FUND**

N032-N01 Contract Services   \$81,207.00

**\*\*\*State of Ohio/ARC and EDA grant monies**

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 BELMONT  
COUNTY TREASURER'S DRETAC 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 January 03, 2001.

**W082-T09 Contract Services   \$7,000.00**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE  
OF FUNDS FOR THE JUVENILE COURT  
TUTORING PROGRAM FUND M70**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following CASH ADVANCE of funds for the Juvenile Court Enhancement Grant Fund M71 (Advances In) from the Juvenile Court C-Cap Donated Fund M55 (Transfers Out) as follows:

FROM	TO	AMOUNT
M055-M08 Transfers Out	M071-M08 Advances In	\$467.66

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE  
OF FUNDS FOR THE BELMONT HARRISON JUVENILE DISTRICT  
GROUP HOMES FUND (S31)**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following CASH ADVANCE OF FUNDS for the District Group Homes Fund S031-G11 (Advances In) from the District Detention Home-Sargus Center Fund S033-S55 (Advances Out) in the amount of \$20,000.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING  
REQUEST TO TRAVEL/COMMISSIONER'S**

Motion made by Mr. Probst, seconded by Mr. Olexo granting permission for Commissioner Ryan E. Olexo and Clerk Darlene Pempek to travel to Columbus, Ohio on October 26, 2001 to attend the CORSA Loss Control Seminar. Estimated expenses: \$260.60

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to grant the following requests to travel for BCDJFS employees.

Name: Carrie Winiesdorffer  
Destination: Columbus, Ohio  
Dates of travel: October 23-26,2001  
Purpose: SETS Training  
Estimated expenses: \$482.80

Name: Pete Walburn  
Destination: Millersburg, Ohio  
Dates of travel: November 16, 2001  
Purpose: Creating A Favorable Public Image  
Estimated expenses: \$79.00

Name: Kara Purtiman, Chad Binni, Dave McFarlan, Marcy Sabo, Sonny Gossett, Roger Jenewein, Karie Hunkler, Joanie Hollida, and Linda Mayberry  
Destination: Cambridge, Ohio  
Dates of travel: December 11, 2001  
Purpose: Administrative Enforcement Techniques Training  
Estimated expenses: \$152.10

Name: Judy Cilles  
Destination: Columbus, Ohio  
Dates of travel: October 24, 2001  
Purpose: OHSTS Steering Committee Meeting  
Estimated expenses: \$92.80

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUESTS FOR**  
**CERTIFICATION OF MONIES FOR VARIOUS FUNDS**

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

October 24, 2001

Budget Commission  
Belmont County Courthouse  
St. Clairsville, OH 43950

Dear Sirs:

Requesting certification of monies for the **Northern Court Special Projects Fund** as follows:  
**In the amount of \$25,000.00**

Requesting certification of monies for the **S95 Common Pleas Court Computers Fund** as follows:

**\$ 155,000.00 - transferred in from:**  
Clerk of Courts S80 \$70,000.00  
Probate Court S81 \$50,000.00  
Northern Ct. S86 \$ 6,000.00  
Western Ct. \$12,000.00  
Eastern Ct. S87 \$12,000.00  
Probation \$ 5,000.00

Requesting certification of monies for the **General Fund** as follows:

**\$249.00 paid into A013-G02 Sheriff Towing and storage**

**\$750.00 paid into A013-G01 False Alarm billings**

**period of July 17, 2001 to October 16, 2001**

Requesting certification of monies for the **(H30) Park Health Center Fund** as follows:

**Total amount: \$342,602.00**

Thank you for your consideration.

Very truly yours,  
BELMONT COUNTY COMMISSIONERS  
Ryan E. Olexo /s/  
Ryan E. Olexo, President

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

\_\_\_\_\_  
Charles R. Probst

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING**  
**FOR BIDS FOR A TRANSPORTATION VEHICLE/**  
**BOARD OF MR/DD**

Motion made by Mr. Olexo, seconded by Mr. Probst to advertise for bids as follows:

**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 furnishing the Board of MR/DD with a Transportation Vehicle, 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, 101 West Main Street, St. Clairsville, Ohio until 9:45 A.M. (Local Time) Wednesday, November 21, 2001 for furnishing all material and labor for the **"Transportation Vehicle"** for the Belmont County Board of MR/DD, St. Clairsville, Ohio 43950 and then at said office publicly opened and read aloud.

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

Each bid must be accompanied by a bid Guaranty meeting the requirements of 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 5% 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.

Said contract will be let to the lowest and best responsible bidder in accordance with the Resolution adopted by the Belmont County Board of Commissioners listing bidding factors. The Board 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. (3) Fridays, November 02, 2001; November 09, 2001; and November 16, 2001

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
INTO CONTRACT WITH STATE OF OHIO,  
DEPARTMENT OF MENTAL RETARDATION AND  
DEVELOPMENTAL DISABILITIES/BOARD OF MR/DD**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following contract with the State of Ohio, Department of Mental Retardation & Developmental Disabilities for property and construction to be known as the Belmont County Adult Services Facility, Project No. MR-677.

**CONTRACT**

The parties to this Contract are The State of Ohio, Department of Mental Retardation and Developmental Disabilities, hereinafter called Department, and **Belmont County Board of County Commissioners**, called Applicant.

WHEREAS, Department has approved the Applicant's Application for Community Assistance Funds, hereinafter called Application, which Application is incorporated herein and made a part hereof by reference for all purposes, for the purchase of, if applicable, and for the construction on a property located in **Township of Richland, County of Belmont**, State of Ohio.

The said property and construction to be known as **Belmont County Adult Services Facility** and also known as Project No. **MR-677**, hereinafter called Project, and

WHEREAS, Department after its review of the project narrative program and proposed scope of project, included in the Application, has determined that the Site purchased or provided by the Applicant, hereinafter described more fully in Exhibit I, attached hereto and made a part hereof for all purposes, hereinafter called Site, when appropriately modified, is adequate and desirable for Project; and

WHEREAS, Department finds that the General Services Division, State of Ohio, has approved an appraisal of Site equal to or in excess of the purchase price in the amount of **n/a**; and

WHEREAS, Department has determined that the State share of the purchase price of Site is **n/a** and has allocated said amount of funds for said purpose; and

WHEREAS, it is estimated that Project costs will be **\$153,551.00**. Note: The Department does not participate in any costs associated with asbestos removal.

WHEREAS, Department has established a maximum amount of **n/a** to cover basic movable equipment requirements for Project, subject to Department review and approval; and

WHEREAS, the purpose of this Contract is to provide Mental Retardation Facilities and to insure the continued use of these facilities for Mental Retardation Services; and

WHEREAS, the State funds to be provided under this Contract were appropriated under **Am. S.B. 245** or such other line items as may be designated by the State Controlling Board; and Whereas the financing and construction of Project is subject to the terms and conditions of

the Series II Lease Agreement and applicable Supplemental Lease Agreements between the Ohio Public Facilities Commission and the Department of Mental Retardation and Developmental Disabilities and the Implementing Procedures and of the Ohio Public Facilities Commission which is incorporated herein and made a part hereof by reference for all purposes;

WHEREAS, Department has determined that the State share of the total project shall not exceed **\$107,458.00**.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Applicant agrees to abide by the terms and conditions of the Series II Lease Agreement and applicable Supplemental Lease Agreements between the Ohio Public Facilities Commission and the Department of Mental Retardation and Developmental Disabilities and the Implementing Procedures and the Ohio Public Facilities Commission.
2. Applicant agrees that use of the land and facilities to be constructed or renovated under this Contract shall provide mental retardation services for the term of this Contract and that the Department has the authority to determine whether such services are acceptable under this Contract. In the event the Department determines the Applicant has failed to provide and maintain adequate, sufficient, or acceptable services and facilities as contemplated in the Application, or properly maintain the structure, then Department shall notify the Applicant in writing of any deficiencies and the acceptable remedies for said deficiencies. In the event that Applicant fails to cure said deficiencies, within one hundred eighty (180) days of notification or such further reasonable time as the Department may grant, then such failure shall constitute an event of default under this Contract. In the case of default, the provisions of paragraph 3 below apply. The Department shall not unreasonably determine that the services contemplated in this Contract are unacceptable.
3. The Parties agree that the term of this Contract shall be fifteen (15) years, commencing with the effective date of this Contract, and that in the event the use of the facilities under this Contract are changed prior to the expiration of fifteen (15) years to a use other than providing of an approved mental retardation service as determined by Department, such change will constitute an event of default under this Contract. In the event of default by the Applicant, the Applicant shall reimburse Department in an amount equal to such amount as is actually reimbursed to Applicant under this Contract multiplied by the formula of one hundred eighty (180) minus the number of months used for the mental retardation services as determined by Department to the total term of this Contract which is one hundred eighty (180) months. The Parties agree that the Department will forgive one one hundred eightieth of the aforesaid Contract reimbursements for every month the Site and Project are actually used for mental retardation services, as determined by the Department.

$$\text{(Formula} = \frac{\text{months used}}{180} \times \text{Actual reimbursement to Applicant)}$$

The following shall constitute Events of Default hereunder:

- a) The failure of the Applicant to pay any sum required to be paid in this Contract when the same is payable;
  - b) The failure of the Applicant to perform any covenant or agreement in this Contract;
  - c) The occurrence of any Event of Default as defined in this Contract.
4. Upon happening of any one or more of said Events of Default, the entire unforgiven balance of the principal, and all other sums and/or reimbursements secured in this Contract shall, at the option of the Department, become immediately due and payable without notice or demand and in any such Event of Default, the Department may forthwith:
- a) Institute such actions as the law may allow, at law or in equity, for the enforcement of this Contract;
  - b) Enter into possession of the Premises, with or without legal action; lease the same; collect all rents and profits therefrom and, after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges (including but not limited to agents' receivers) and to the maintenance, repair or restoration of the Premises, or on account and in reduction of the principal hereby secured, in such order and amounts as the Department may elect; and have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom and apply the same as the court may direct. The Department shall be liable to account only for rents and profits actually received by it.

If Applicant fails to pay any tax, claim, lien or encumbrance which shall become prior in lien to this Contract, or to pay any insurance premium as aforesaid, or to keep the Premises in repair, as aforesaid, or commits or permits waste, then the Department, at its

option, may pay said claim, lien, encumbrance, tax assessment or premium with right of subrogation thereunder, may make such repairs and take such steps as it deems available to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as the Department deems available, and for any of said purposes the Department may advance such sums as it deems necessary. Applicant will pay to the Department immediately and without demand, all sums of money advanced by the Department pursuant to this paragraph, and all such sums shall be secured hereby.

5. As further security for payments of the indebtedness and performance of the obligations, covenants, and agreements secured hereby. Applicant hereby assigns to the Department all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, remaining or uncured at the expiration of the grace period, if any, provided above in respect to such default; and in any such case Applicant hereby confers on the Department the authority to act as agent, or to appoint a third person, to act as agent for Applicant, with power to take possession of, and collect all rents arising from Premises, and apply such rents, at the option of the Department, to the payment of the contractual debt, taxes, costs of maintenance, repairs expenses incident to managing and other expenses, in such order of priority as the Department may determine, and to turn any balance remaining over to the Applicant, but such collection of rents shall not operate as an affirmant of the tenant or lease in the event Applicant's title to the Premises should be acquired by the Department. The Department shall not be liable to account for rents and profits actually received by it when these are applied to maintain the Premises as a mental retardation facility. In exercising any of due powers contained in this paragraph, the Department may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Applicant in the rental or leasing thereof or any part thereof.
6. If any part of the Premises but less than all are taken or acquired, either temporarily or permanently, by any condemnation proceeding or the right of eminent domain, any award or payment received by the Applicant shall be made payable to the Department. Such payment or award shall be first utilized to restore or repair any damage to the Premises occasioned by said taking. Thereafter, the Department shall retain a pro-rata portion of the gross proceeds of any award or payment received by Applicant.

The portion to be paid to the Department hereunder shall equal the product of (a) the percent that is determined by dividing the tax assessment value of the land by the total value of the land and buildings on the real estate multiplied by (b) the total balance due to the Department as of the date of such award or payment, multiplied by (c) the percentage determined by dividing the portion of the real estate to be released by the entire real estate subject to this agreement.

However, if the Department determines that the monies will be used for approved mental retardation services, then the remaining portion of any payment or award may be paid to the Applicant by the Department; otherwise, it may be retained by the Department free and clear of all claims of Applicant.

In the event that all of the Premises are so taken or acquired by any condemnation proceedings or by the right of eminent domain, any award or payment received by the Applicant shall be paid to the Department for application against the then existing balance and any remaining portion of the award shall be retained by the Applicant.

7. Applicant shall comply with any and all municipal ordinances, statutes, rules, regulations or any other law affecting the premises within 30 days after the notice thereof.

The Parties agree that the use of the facilities to be constructed or renovated under this Contract shall be for services contemplated in the Application, unless mutually agreed to by both Parties, or unless the need for the services contemplated under this Contract no longer exists, through no fault of either Party, then either Party may provide written notice to the other. The Department shall determine whether such need exists. However, the Department shall not unreasonably determine that the need no longer exists.

Upon receipt of notice to either Party, the Parties shall enter into negotiations to find a mutually-agreeable use similar to the original use of the facility.

In the event that the Parties cannot agree on or find a similar use, then they shall enter into negotiations to find a mutually-agreeable new use for the facility for the provision of a service for the mentally retarded.

In the event that the Parties cannot agree on or find a similar or new use for the facility; then the Department may declare the Applicant to be in default and the Applicant shall repay the reimbursements made to it in the same manner as specified in paragraph 2 above.



8. a) If applicable, Department agrees to reimburse Applicant **n/a** of the purchase of the Site when Department has received from Applicant satisfactory evidence that Applicant has purchased Site, holds fee simple title and is lawfully seized of the site property, has met all applicable local zoning requirements and Site is located in a local zone where Project may lawfully be carried out and has complied with all other applicable provisions of this Contract dealing with Title.
- b) Once the project has been bid and the contractors have been awarded their contract, the Applicant shall notify the Department of the contract amount and also certify that the construction contractor(s) selected was the lowest bid. An initial award installment that equals fifteen percent of the state participation shall be forwarded to the Applicant at that point. Additional installments shall be made to the Applicant in accordance with project completion levels as follows:

<u>Percentage of Construction Completion</u>	<u>Amount of Payment</u>	<u>Total Paid</u>
0%	15%	15%
12.5%	10%	25%
25.0%	10%	35%
37.5%	10%	45%
50.0%	10%	55%
62.5%	10%	65%
75.0%	10%	75%
87.5%	10%	85%
100.00%	10%	95%
After receipt of close-out documents	5%	100%

- c) This schedule may be adjusted if written justification is provided by the Applicant.

Any reimbursements may include the State's share of charges for changes not included in original construction contracts, provided said changes are approved by Department before they are made.

Any reimbursements may also include the State's share of costs of movable equipment requirements, provided said movable equipment requirements are approved by Department prior to their procurement.

9. In the event of default by the Applicant the Applicant shall have the option of repaying the obligation as noted in paragraph 3 by a bond issue, general revenue appropriation or any other mechanism deemed appropriate by the Applicant. In the event the Applicant opts not to repay the aforesaid obligation, then the Applicant shall grant or lease to the Department the facility to be constructed under this Contract. The said lease shall be granted from the date of default under this Contract until the end of the fifteen (15) year term as contemplated in this Contract. The said lease shall be for one (1) dollar per year for the term of the lease. Said lease shall be prepared and approved by the Department and grant to the Department all powers and authority the Department deems necessary in order to cause or permit a mental retardation service to be performed on the premises.
10. In consideration of said reimbursements provided for herein and for better securing the payment of the same, the interest thereon, and all other sums provided for in this Contract and the performance of the covenants and agreements hereinafter expressed, Applicant does hereby obligate the real property or its interest in as (herein called "Site", "Land", or "Premises") described in Exhibit I.

TOGETHER WITH any and all buildings and improvements erected or hereinafter erected thereon.

TOGETHER WITH any and all fixtures, and all machinery, equipment, and other articles of property whether real estate or not, now or at any time hereafter attached to or situated in or upon, and used or useful in the operation of the Land or the buildings and improvements erected or hereafter erected thereon or of any business now or hereafter operated by the owner or any occupant of the obligated property or any part thereof.

TOGETHER WITH all building materials, fixtures, machinery, and equipment delivered on site to the Land during the course of construction of any buildings or improvements or thereafter, if intended for addition thereto, or incorporation therein or thereon, of if suitable, for any such use.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances belonging to the Land or any part thereof, hereby obligated or intended so to be, or

in any way appertaining thereto (including but not limited to all income, rents, and profits arising therefrom), all streets, alleys, passages, ways, watercourses, and all other rights, liberties and privileges of whatsoever kind or character, the reversions and remainders, and all the state, right, title, interest, property possession, claim, and demand whatsoever as well at law as in equity, of Applicant in and to all of the foregoing or any or every part thereof (said Land, buildings, improvements, fixtures, machinery, equipment, tenements, and other property interests being hereinafter collective called: "Premises.")

TO HAVE AND TO HOLD the Premises to the Department, its successors and assigns forever. It is the intention of the Parties hereto that Department shall have the first and best obligation on the premises, which obligation Applicant agrees to keep superior to all others during the term of this agreement. The Parties agree that such obligation as will apply only to furniture and equipment shall expire and terminate after ten (10) years from date of this Contract.

11. Applicant warrants that he is the lawful fee simple owner of the Land or has a leasehold interest for at least 15 years, and he has the right to obligate the same. The Land is free from all liens, encumbrances, easements, rights-of-way, restrictions covenants, reservations, or other conditions which affects Applicant's authority to obligate said premises.
12. Any notice required or permitted to be given hereunder shall be in writing and shall be hand delivered or by certified mail, postage prepaid, as set forth below:  
  
Notice to Applicant:       **BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS**  
                                  **Courthouse**  
                                  **St. Clairsville, Ohio 43950**  
  
Notice to Department:   Ohio Department of Mental Retardation and  
                                  Developmental Disabilities  
                                  Facilities Development  
                                  1800 Sullivant Avenue  
                                  Columbus, Ohio 43222-1055
13. In the event of a default under this Contract, the Department will look only to the property obligated by this Contract to enforce the payment of the indebtedness evidenced hereby.
14. Applicant shall pay all real estate taxes, water and sewer rents, other similar claims, and liens assessed or which may be assessed against the Premises or any part thereof, without any deduction, defalcation, or abatement, not later than ten (10) days before the date on which such taxes, water and sewer rents, claims and liens commence to bear interest or penalties, and not later than such dates, shall produce to the Department receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises; provided, however, that if Applicant shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances or other charges, or the validity thereof, and shall have established on its books, or by deposit of cash with the Department(as Department may elect) a reserve for the payment thereof in such amount as the Department may require, then Applicant shall not be required to pay the same, or to produce such receipts during maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Applicant.
15. The provisions of this Contract are separable, it being the intention of the Parties that should any provision hereof be found invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions, but the same shall remain in full force and effect as though such invalid provisions had not herein been contained.
16. All notices shall be given by certified mail, return receipt requested, or by hand delivery and shall be deemed to have been given on the date that the notice is received. Each party may by written notice to the other, change the place to which all further notices to said parties shall be sent.
17. All representations and warranties contained in this Contract shall survive the Closing.
18. This Contract contains the entire Contract between the Parties and may not be changed or modified orally but only in writing and signed by the Parties hereto.
19. This Contract shall be governed by and construed according to the laws of the State of Ohio.
20. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

21. This Contract shall not be assignable by Applicant without the written consent of Department during the term of this Contract. Nothing in the Contract is intended to confer upon any person other than the Parties hereto and their successors any rights or remedies under or by reason of this Contract.
22. This Contract, including any exhibits referred to herein, contains the entire Contract between the Parties with respect to the transaction contemplated herein. It may be executed in any number of counterparts, each and all of which shall be deemed for all purposes to be one Contract.
23. That the Applicant shall furnish the Department with proof of clear title or acceptable leasehold interest in the Premises to be constructed or renovated.
24. That the Applicant will execute, furnish and deliver to Department upon request any and all affidavits concerning off record matters involving the real property, fixtures and or personal property which is security for this Contract.
25. That should the Attorney General or his designated assistant, in their sole discretion not find clear title or acceptable leasehold interest to the premises of the Applicant, then this Contract shall be null and void.
26. Pursuant to ORC Section 153.59(C), no capital moneys shall be expended unless the County Board assures (see attached Exhibit II) that the project for which such moneys are provided by the ODMRDD, provides for an affirmative action program for 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, religion, sex, disability, national origin, or ancestry. In addition, the County Board shall receive this assurance from all prime and sub-contractors with a contract of \$500,000 (see page 9).

In the absence of a local Equal Employment Opportunity (EEO) Policy, the County Board and contractor will abide by the EEO Policy of the local county government.

27. That the obligations of the State of Ohio arising under this Contract are subject to the provisions of Section 126.07, Ohio Revised Code.
28. That to the extent allowable by law, the Applicant hereby indemnifies and agrees to hold Department harmless against, from, and in respect of:
  - a) any and all claims, demands, expenses, losses, damages or deficiencies of any nature whatsoever to persons or property resulting from, arising out of, or attributable to: (i) any misrepresentations by Applicant; (ii) any breach of or untruth of any warranty made by Applicant; (iii) non-fulfillment of any agreement on the part of the Applicant; (iv) any inaccuracy or omission in any certificate or other instrument furnished by the Applicant or its officers required under this Contract; (v) any liability or obligation of Applicant whether or not yet asserted and whether absolute or contingent including without limitation any liability arising from claims or lawsuits arising out of Applicant's obligations under this Contract, or otherwise arising out of this Contract; (vi) any acts or omissions by Applicant, its employees, agents or servants arising out of this Contract; (vii) any litigations brought by or against Applicant for acts or omissions arising out of Applicant's obligations under this Contract or otherwise arising out of this Contract.
  - b) Any and all actions, demands judgments, costs, interest and legal or other expenses incidental to any of the foregoing.
29. If Applicant complies with the provisions of this Contract and pays to the Department said principal sum, and all other sums payable by Applicant to the Department as are hereby secured in the manner and at the time herein set forth, without deduction, fraud, or delay, then and from thenceforth this Contract and the obligation hereby created, shall cease and become void, anything hereinafter contained to the contrary notwithstanding.
30. Any transfer by sale, gift, devise, operation of law, or otherwise of the fee title interest in all or any portion of said Premises or any other property obligated hereunder shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, Department, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and, upon failure by Applicant to make such payment within thirty (30) days of written demand therefore, the Department shall have the right to exercise all remedies provided in this Contract, or otherwise at law, without limitation.
31. Applicant expressly recognizes and agrees to abide by its obligation pursuant to Section 154.20 of the Ohio Revised Code and rules as hereafter promulgated in accordance with this Section.
32. Applicant shall abstain from and not permit the commission of waste in or about the Premises; shall not remove or demolish, or alter the structural character of, any

building at any time erected on the Premises without the prior written consent of the Department; shall maintain the Premises in good condition and repair, reasonable wear and tear excepted. Department shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, or repair thereof including the interiors of any buildings and improvements located thereon.

When this Contract has been executed by both Parties, it will be effective as of \_\_\_\_\_.

This Contract is executed in two (2) counterparts.

STATE OF OHIO, DEPARTMENT OF  
MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES  
Kenneth W. Ritchey, Director

Witness: \_\_\_\_\_ Date: \_\_\_\_\_ By \_\_\_\_\_  
Fred L. Williams, Deputy Director  
Division of State-Operated Services  
and Supports

**BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS**

Witness: Roberta Jenkins /s/ Date: 10/24/01 By Ryan E. Olexo /s/  
Witness: Darlene Pempek /s/ Date: 10/24/01 By Charles R. Probst, Jr. /s/  
Witness: Mae Whiteley /s/ Date: 10/24/01 By Mark A. Thomas /s/

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

**IN THE MATTER OF AWARDING**  
**BID AND ENTERING INTO CONTRACT**  
**FOR CITY OF BELLAIRE RESURFACING PROJECT/CDBG**

Motion made by Mr. Olexo, seconded by Mr. Probst to award the bid for the City of Bellaire Resurfacing Project, a Community Development Block Grant Project to Tri-State Asphalt and to enter into the following contract based upon the recommendation of A.C. Wiethe, Bel-O-Mar Regional Council.

**NOTICE OF AWARD**

To: Tri-State Asphalt Company  
P.O. Box 66  
Rayland, OH 43943-0066

PROJECT Description: See Contract Documents

The OWNER has considered the BID submitted by you on October 17, 2001, (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$20,473.23.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 24th day of October, 2001.

Belmont County Commissioners  
Owner  
By: Ryan E. Olexo /s/  
Name: Ryan E. Olexo  
Title: President

IN THE MATTER OF AWARDING  
BID AND ENTERING INTO CONTRACT  
FOR CITY OF BELLAIRE RESURFACING PROJECT/CDBG (cont'd)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ on this day of \_\_\_\_\_, 2001.

By:

Name and Title:

cc: CONTRACTOR'S Surety  
Surety's Agent

**CONTRACT**

This AGREEMENT made this 24th day of October, 2001 by and between Tri-State Asphalt Company hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, City of Bellaire Road Resurfacing Project, and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_, and \_\_\_\_\_ dated \_\_\_\_\_ all as prepared by Vaughn, Coast & Vaughn, Inc. acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Twenty thousand four hundred seventy three and 23/100 (Dollars) subject to additions and deductions as provided in Section 109 hereof.

\*see attached

Article 3. Contract

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Part I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR  
Lash Excavating & Paving

OWNER: Belmont County  
Commissioners

\_\_\_\_\_  
Signature

Ryan E. Olexo /s/  
Signature

\_\_\_\_\_  
Typed/printed name

Ryan E. Olexo  
Typed/printed name

\_\_\_\_\_  
Title

President  
Title

**NOTICE TO PROCEED**

To: Tri-State Asphalt Company  
P.O. Box 66  
Rayland, OH 43943-0066  
PROJECT Description: See Contract

You are hereby notified to commence WORK in accordance with the Agreement Dated October 24, 2001, on or before November 3, 2001, and you are to complete the WORK within 30 consecutive calendar days thereafter. The date of completion of all WORK is therefore December 3, 2001.

Belmont County Commissioners  
Owner  
By: Ryan E. Olexo /s/  
Name: Ryan E. Olexo  
Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

By:  
Name:  
Title:

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CANCELING COMMISSIONERS' MEETINGS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to cancel the Belmont County Commissioners' meetings scheduled for Friday, October 24, 2001 and Wednesday, October 31, 2001. Wednesday's meeting has been rescheduled for 6:00 P.M. Monday evening, October 29, 2001 at Flushing Municipal Building, Flushing, Ohio.

Upon roll call the vote was as follows:

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

UNDER DISCUSSION:  
Commissioner Thomas explained that there are no agenda items scheduled for Friday and Commissioner Olexo will be out of town on county business.

**IN THE MATTER OF SALARY INCREASE FOR VALERIE DOUGLAS/ ANIMAL SHELTER**

Motion made by Mr. Thomas, seconded by Mr. Probst to increase the salary of Valerie Douglas from \$7.00 to \$7.35 per hour based upon the recommendation of Judy Geimer, President of Belmont County Animal Rescue League. As of October 8, 2001, Ms. Douglas completed one year's employment at the Animal Shelter and it is the policy to give a \$.35 per hour raise to each employee on their anniversary date.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR REPLACEMENT OF FILTER MEDIA AT WATER TREATMENT PLANT/SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to award the bid for replacing the filter media at the Water Treatment Plant for the Belmont County Sanitary Sewer District to Unifilt Corporation of Fombell, Pennsylvania in the amount of \$33,400.00 based upon the recommendation of John Christohpher, Sanitary Sewer District Director.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DISCUSSION HELD**

**RE: BELMONT COUNTY SOIL AND WATER CONSERVATION DISTRICT**

Beverly Riddle came before the board representing the Belmont County Soil and Water Conservation District to request authorization from the Board for the placement of dry hydrants on county property. Ms. Riddle stated the BCSWD would like to have a dry hydrant installed in the Fox Commerce Industrial Park. She stated Richland Township would install the hydrant and Cumberland Fire Department would monitor it. Ms Riddle stated, "We can install twenty-six hydrants with the grant funding. The townships will be installing them and Ohio Department of Natural Resources will provide the posts." Commissioner Olexo asked if the pipe would be brought to the edge of County Road 80. Ms. Riddle stated," Up to the pull off, the tanker could pull right up - this will provide additional resources of water." Commissioner Olexo questioned if the Community Improvement Corporation should be contacted for their approval due to their involvement. Commissioner Thomas stated, "No." Commissioner Probst stated," We're the land owners." Ms. Riddle stated there was not a rush on this approval, stating, "We thought this location would be useful."

**IN THE MATTER OF LETTER OF AUTHORIZATION  
TO INSTALL A DRY HYDRANT AT THE  
FOX COMMERCE INDUSTRIAL PARK**

Motion made by Mr. Probst, seconded by Mr. Thomas to enter into the following agreement for installation of a dry hydrant at the Fox Commerce Industrial Park.

BELMONT COUNTY FIRE & SQUAD OFFICERS ASSOCIATION  
TO: Richland Township Trustees and Belmont County Fire and Squad Officers  
FROM: Belmont County Commissioners  
Property Owner  
101 West Main St., St. Clairsville, OH 43950  
Address

SUBJECT: **LETTER OF AUTHORIZATION TO INSTALL A DRY HYDRANT AND UTILIZE THE WATER SOURCE  
ON MY PROPERTY**

The Trustees of Richland Township, the Cumberland Trail Fire Department and the Belmont County Fire and Squad Officers Association are hereby authorized to develop a refill site at the following location, at the corner of County Road 80 and Township Road 808-Industril Park for the purpose of providing water to extinguish fires in my community and for training sessions with my permission.

The Belmont County Fire and Squad Officers Association, The Belmont County Soil and Water and/or it's representatives will provide technical supervision on all excavation and installation work so that the surrounding areas and the surface of the ground will be smooth, and present a pleasing appearance.

The local fire department(s) serving the township may use, or test the dry hydrant at any time they deem necessary for continuity of hydrant operations. Said fire department(s) will be responsible for maintenance of the dry hydrant.

The complete operation of the dry hydrant has been explained and all facets of the installation have been explained and I fully concur with all parts of the operation.

Permission is hereby granted to the appropriate fire department(s) serving the township and the Belmont County Tanker Task Force to come upon my land to refill its tankers for a period of ten years after installation of the dry hydrant, with option of renewal.

Ryan E. Olexo /s/  
Mark A. Thomas /s/  
Charles R. Probst, Jr. /s/ October 24, 2001  
Signature of Landowner Date

I have advised the landowner of the purpose, type of hydrant, and the method of operation with the above facts explained.

\_\_\_\_\_  
Signature of Board of Trustee Date

\_\_\_\_\_  
Bel Co Fire & Squad Officers Representative Date

\_\_\_\_\_  
Fire Department Representative Date

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

IN THE MATTER OF BID OPENING  
FOR COUNTY HIGHWAY 2 DEEP RUN ROAD,  
PROJECT 01-7/ENGINEER'S

This being the day and 10:00 A.M. being the hour that bids were to be on file in the Commissioners' Office for resurfacing County Highway 2, Deep Run Road, Project 01-7 for the County Engineer's Department, they proceeded to open the following bids:

Tri-State Asphalt Co. P.O. Box 66 Rayland, Ohio 43943	Bid Bond	\$101,160.51
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Lash Excavating & Paving P.O. Box 296 Colerain, Ohio 43916	Bid Bond	\$106,279.55
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Present for the bid opening were Fred Bennett, County Engineer; Wilson Adams, Lash Excavating & Paving; Chuck Taylor, Tri-State Asphalt; Jeremy Midei, Times Leader and Joselyn King, Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Thomas to turn bids over to Fred Bennett, County Engineer 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 MUNICIPAL  
STREET FUND-VILLAGE OF POWHATAN POINT  
October 18, 2001

Belmont County Commissioners  
Belmont County, Ohio  
Courthouse  
St. Clairsville, OH 43950

RE: Village of Powhatan Point  
Municipal Street Fund  
Vehicle License Tax

Dear Commissioners:

Powhatan Point's application for a water drainage project has been referred to me and I find that the purposes listed are eligible and that the streets involved are included on the approved map designating streets conducive to the orderly and efficient flow of traffic within and through the county.

They propose to use these funds for correcting a water drainage problem on State Route 7 South West from German Ridge Road to Nazarene Church.

The estimated cost will be \$14,500.00 of which \$7,200.00 is from this source and the balance is from other funds.

Very truly yours,  
Fred F. Bennett by jdb /s/  
Fred F. Bennett, P.E., P.S.  
Belmont County Engineer

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the foregoing recommendation for Municipal Street Funds and to notify the Village of Powhatan Point, Ohio.

October 18, 2001

Mayor's Office  
Village of Powhatan Point  
104 Mellott Street  
Powhatan Point, Ohio 43942

Dear Mr. Mayor:

In accordance with Section 4504.04 of the Revised Code of Ohio, we hereby certify that \$7,200.00 been allocated to the Village of Powhatan Point for correcting a water drainage problem on State Route 7 South West from German Ridge Road to the Nazarene Church.

The estimated cost will be \$14,500.00 of which \$7,200.00 is from this source and the balance is from other funds.

Upon completion, please submit copies of the invoices to the Belmont County Engineer for the processing of payment to the Village.

BELMONT COUNTY COMMISSIONERS  
Ryan E. Olexo /s/  
Charles R. Probst, Jr. /s/  
Mark A. Thomas /s/

Upon roll call the vote was as follows:

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



RECESS UNTIL 1:00 P.M.

**IN THE MATTER OF DISCUSSION HELD**  
**RE: COMMITTEE ON AGING**

Present for the discussion were Michael C. Bianconi, Frank Shaffer, Charles L. Gray, Jr., Charles R. Probst, Sr., Shirley Probst, Bruce Smith, concerned citizens; Sheila Smith and Dolores Cost, Advanced Home Health; Sandy Milovac, Lois Kwiatkowski, Linda Wells, Sheila Lokosky, Renie French, Donna Steadman, Tina Neiswonger, Doc Householder, Joanie Hetzel, Penny McCarthy, Kimberly Hurley, Cheryl Leiffer, Kathy Harding, Bob Laxton, COA Director, Jeremy Midei, Times Leader.

Mr. Bob Laxton, Director, Belmont County Committee on Aging (BCCoA) came before the Board to present the quarterly update of expenditures for the BCCoA. Mr. Laxton stated he was submitting a financial statement that was current to date. He continued that this packet also includes the home care service hours. He clarified to those present that there are ten Senior Citizen Centers in Belmont County.

Mr. Laxton next presented a copy of the audit completed by S and R Snodgrass of Wheeling, he commented, "The last page, at the bottom shows the findings of the audit. It states, 'No findings or questioned costs.'" Next Mr. Laxton submitted a voucher for approval and payment by the Board. Concerning the vouchers submitted monthly by the BCCoA Mr. Laxton stated, "There was a comment stating the Commissioners don't know where the levy money goes - they receive vouchers delineating the costs and associated costs in each voucher packet." Mr. Laxton then stated that concerning the meals program the actual cost of the meal for the agency is \$6.00 (six dollars). He continued, "These meals are USDA certified meals, that require a six week menu program. They must be delivered by certified personnel, that are trained in certain facets of sanitation, etc."

Concerning the recent discussion by the Board pertaining to the possibility of hiring a consultant to clarify the financial aspects of BCCoA, Mr. Laxton suggested, "If the Board would avail themselves and talk to the employees, ride with the transportation vehicles, see the meals being delivered, watch the accounting process - you may save the County money by becoming versed in what our agency does." Mr. Laxton asked if the Board had any questions. Commissioner Olexo thanked Mr. Laxton for having submitted his information prior to the meeting and assured Mr. Laxton that if questions came up, the Board would be in touch with him. Commissioner Probst asked about the status of the Mediterranean Building. Commissioner Thomas reminded Mr. Laxton that a recent meeting held pertaining to the Mediterranean Building was held in executive session, the context of that meeting could not be discussed openly. Commissioner Probst stated he was looking for any updates. Mr. Laxton stated, "It is in the hands of the attorney and the Prosecuting Attorney. I don't know the status, ask them."

Commissioner Probst stated, "I proposed to the Commissioners on Monday, an offer I feel the Board should look into - the hiring of a director of senior services, the bidding out of all the services and having the individual directly responsible to the Board. We could establish line items through the auditor's office for purchases for the service contracts so we would know exactly how much is being expended on meals, transportation, etc. I am trying to stay neutral on this issue. Concerned citizens have come to the Board and I am trying to find answers. You have provided the numbers- thank you. I still have issues and concerns and questions. I am not saying you're wrong, or they are wrong. I think we need a coordinator to oversee the paid levy monies. Just so you know, as soon as I get more information, I'll bring it to the Board."

Commissioner Olexo thanked Mr. Laxton again and asked if there were other questions. Commissioner Probst asked about adult home care, specific to the levy, "Do we have a building for this? We do need this." Mr. Laxton commented that the levy states the verbiage, "senior services, not adult care." Commissioner Probst questioned the interpretation of the levy language. Ms. Sheila Smith stated, "The language in the levy was, 'Adult Day Care.'" Mr. Laxton stated his agency has looked into adult daycare, continuing, "We have suggested places to previous Boards and have been turned down. You've been slow in responding." Mr. Michael Bianconi, former Belmont County Commissioner commented that while he was a Commissioner, "That's true - I turned you down for adult day care. Is the Mediterranean Building for adult day care?" Mr. Laxton stated, "We brought you five different places that could have been used and you turned them all down. You stated, 'I am the person stopping this' The Mediterranean Building was purchased for administrative offices." Mr. Bianconi asked if there is a current sight for Adult Day Care. Mr. Laxton stated there is not. Ms. Shirley Probst questioned Mr. Laxton asking, "What exactly is the definition of adult day care?" Mr. Laxton responded, "Adult day care provides care for elderly person that you may want to leave for the day. This is the care system that will allow you to do that and ensure they have good care. Usually the individual is brought in the morning. We do provide respite care in the county. We use some Title III to pay for this."

Commissioner Olexo thanked all those in attendance for their interest in the county issues.

**IN THE MATTER OF AWARDING BID**  
**FOR RESURFACING CO. RD. 2, DEEP RUN ROAD**  
**PROJECT 01-7/ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mr. Olexo to award the bid for resurfacing County Road 2 (Project 01-7), Deep Run Road to the low bidder Tri-State Asphalt Company in the amount of \$101,160.51 based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF CORRESPONDING WITH**  
**OHIO EPA RE: SLUDGE DUMPSITE ON STATE ROUTE 9 NORTH**  
**NEAR FAIRPOINT, OHIO**

October 24, 2001

Ms. Abbott Stevenson  
Environmental Engineer  
Permits and Enforcement Section  
Ohio Environmental Protection Agency  
2195 Front Street  
Logan, Ohio 43138

Dear Ms. Stevenson:

The Board of Commissioners are requesting information in regards to the land application of sludge being dumped by East Ohio Regional Wastewater Authority, near Fairpoint, Ohio, Wheeling Township, Belmont County on State Route 9 North. We have had numerous complaints from citizens and would like to be able to provide answers. The site in question is owned by Mr. John Kolonik.

We are specifically requesting copies of the permits issued to the East Ohio Regional Wastewater Authority and all monitoring reports pertaining to this site.

Thank you for your prompt attention to this matter and for your anticipated readiness in assisting Belmont County.

If you have any questions, please do not hesitate to contact our office at (740) 699-2150.

Sincerely,  
BELMONT COUNTY COMMISSIONERS  
Ryan E. Olexo /s/  
Mark A. Thomas /s/  
Charles R. Probst, Jr. /s/

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

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

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

Read, approved and signed this 29th day of October 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

