

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 December 14, 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
Randy L. Marple, Clerk of Courts	Reimb conference expenses-General	\$336.98
Speedway Super America	Gasoline/Ed Gorence-Common Pleas Grant	38.26
Doan Ford	Oil change/Ed Gorence-Common Pleas Grant	32.98

**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 December 19, 2001 as follow:

FUND	AMOUNT
General	\$11,609.10
BCDJFS/PA	\$1,227.80
Job Training	\$1,336.00, \$789.00, \$6,146.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS**  
**WITHIN FUND FOR THE PROSECUTOR'S**  
**VICTIM ASSISTANCE PROGRAM FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the Prosecutor's Victim Assistance Program Fund.

FROM	TO	AMOUNT
W080-P09 Rent	W080-P07 Hosp.	335.73
W080-P01 Salaries	W080-P05 PERS	\$600.00

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 THE EASTERN COURT**  
**COMPUTER FUND S84**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the Eastern Division Court Computer Fund.

FROM	TO	AMOUNT
S084-S14 Hospitalization	S084-S11 PERS	\$521.55

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 THE WESTERN DIVISION COURT**  
**FUNDS S82 AND S88**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund for the Western Division Court.

FROM	TO	AMOUNT
COMPUTER FUND S82		
S082-S05 Equipment	S082-S14 Hosp.	\$1,000.00
SPECIAL PROJECTS		
S088-S01 Salaries	S088-S02 PERS	500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**  
**WITHIN FUND FOR THE NORTHERN DIVISION**  
**COURT COMPUTER FUND S83**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund for the Northern Division Court Computer Fund.

FROM	TO	AMOUNT
S083-S12 Workers Comp	S083-S11 PERS	\$59.40

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF**  
**FUNDS FOR THE BELMONT COUNTY JUVENILE**  
**COURT M62 INTAKE WORKER; M67**  
**ALTERNATIVE SCHOOL;M70 TUTOR; FUNDS**

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

**M062 Juvenile Court's Intake Worker Fund**

FROM:	TO:	AMOUNT
M062-M12 Transfers Out	M062-M02 PERS	\$ 459.69

**M067 Juvenile Court's Alternative School**

FROM:	TO:	AMOUNT
M067-M01 Salaries	M067-M12 Transfers Out	\$1,499.20

**M070 Juvenile Court's Tutor Fund**

FROM:	TO:	AMOUNT
M070-M10 Advances Out	M070-M02 PERS	\$ 124.97

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**  
**AUDITOR'S OFFICE/GENERAL FUND**

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

FROM:	TO:	AMOUNT
A001-B02 SALARIES	A401-B09 OTHER EXPENSES	\$ 30,000.00
A001-B04 EQUIPMENT	A401-B09 OTHER EXPENSES	\$ 7,000.00
A101-B09 PERS	A001-B08 ADVERTISING	\$ 5,000.00
A101-B09 PERS	A401-B09 OTHER EXPENSES	\$ 8,400.00
A001-B15 SUPPLIES	A401-B09 OTHER EXPENSES	\$ 2,000.00
A001-B10 SALARIES	A401-B09 OTHER EXPENSES	\$ 1,000.00
A101-B12 PERS	A401-B09 OTHER EXPENSES	\$ 1,200.00
A101-B17 PERS	A401-B09 OTHER EXPENSES	\$ 900.00
A001-B11 SUPPLIES	A401-B09 OTHER EXPENSES	\$ 600.00
A001-B03 SUPPLIES	A401-B09 OTHER EXPENSES	\$ 200.00
TOTAL		\$56,300.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF  
FUNDS FOR THE BELMONT COUNTY  
AUDITOR'S OFFICE GENERAL FUND**

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

FROM:	TO:	AMOUNT
A001-B02 SALARIES	A001-B13 SALARIES	\$2,370.67

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  
GENERAL FUND**

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

FROM:	TO:	AMOUNT
A001-A02 Salaries	A002-C31 Salaries Juv-Prob	\$688.58
A001-A02 Salaries	A001-E02 Pros Emp	\$ 0.55
A001-A02 Salaries	A301-A11 Unemployment	\$596.58

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MEDICARE\  
SOCIAL SECURITY CHARGEBACKS  
FOR NOVEMBER AND DECEMBER 2001**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer of funds for Medicare and Social Security Chargebacks for the months of November and December, 2001.

From M055-M11 CCap Donated	to Y091-Y02	78.38
From M060-M27 Care/Custody	to Y091-Y02	127.94
From M060-M63 C/C Restitution	to Y091-Y02	46.76
From M060-M73 C/C Drug Court	to Y091-Y02	6.16
From M056-M02 SPIRIT Program	to Y091-Y02	0.00
From M061-M03 CCap Stress	to Y091-Y02	0.00
From M062-M04 Intake Coord.	to Y091-Y02	0.00
From M064-M04 Placement	to Y091-Y02	77.20
From M067-M04 Alt School	to Y091-Y02	253.86
From M069-M04 Drug Crt III	to Y091-Y02	47.96
From M071-M04 Enhancement	to Y091-Y02	27.12
From S031-G16 Group Home	to Y091-Y02	321.12
From S138-R47 Restitution	to Y091-Y02	0.00
From S139-V47 O.V. Recycling	to Y091-Y02	0.00
From S032-S04 Status Offenders	to Y091-Y02	0.00
From H150-H12 Litter Control	to Y091-Y02	102.44
From S133-S48 Dist.Det.Home	to Y091-Y02	1,201.04
From S035-S05 PRC Grant	to Y091-Y02	0.00
From S078-S12 County Recorder	to Y091-Y02	4.64
From J000-J08 Real Est.Assess.	to Y091-Y02	48.37
From W082-T08 DRETAC/Treas.	to Y091-Y02	0.00
From W080-P08 Pros./Victim Asst.	to Y091-Y02	96.68
From W081-P08 Pros.DRETAC	to Y091-Y02	2.90
From S076-S04 Halfway House	to Y091-Y02	0.00
From S094-S02 Co. Ct. Probation	to Y091-Y02	0.00
From S077-S02 Corrections Act	to Y091-Y02	91.00
From B000-B10 Dog & Kennel	to Y091-Y02	133.48
From P090-P03 LEPC	to Y091-Y02	0.58
From P092-P05 Co Emergency	to P092-P05	0.00
From L101-L12 Soil Conservation	to Y091-Y02	221.05
From G050-G02 Lodging Tax	to Y091-Y02	11.60
From H530-H14 County Home	to Y091-Y02	4,225.07
From E301-E12 County Health	to Y091-Y02	420.99
From E101-E12 County Health	to Y091-Y02	0.00
From P071-P05 Lice	to Y091-Y02	27.00
T076-T02 Child Safety	to Y091-Y02	17.00
From T077-T01 IAP	to Y091-Y02	20.00
From T078-T01 Rabies	to Y091-Y02	20.00
From T079-T01 Welcome Home	to Y091-Y02	13.00

From S149-S63 Mental Health	to Y091-Y02	371.03
From S266-S79 Mental Retardation	to Y091-Y02	5,478.79
From H200-H13 Human Services	to Y091-Y02	7,541.54
From H200-H13 WIA/PA	to Y091-Y02	0.00
From H210-H08 CSEA	to Y091-Y02	708.64
From K100-K10 MVGT K-2	to Y091-Y02	466.75
From K100-K24 MVGT K-11	to Y091-Y02	1,433.77
From K100-K37 MVGT K-25	to Y091-Y02	549.60
From Y090-Y18 Water/Sewer	to Y091-Y02	1,048.19
From Y075-T02 WIC	to Y091-Y02	0.00
From T075-T52 WIC	to Y091-Y02	362.81
From S079-S08 Clerk of Crts.Title	to Y091-Y02	139.48
From S430-S66 Oakview Juvenile	to Y091-Y02	739.68
From S430-S16 Oakview Juvenile	to Y091-Y02	0.00
From S028-S55 Aftercare	to Y091-Y02	34.99
From S084-S13 Eastern Comp.	to Y091-Y02	33.76
From S082-S13 Western Comp.	to Y091-Y02	32.48
From S088-S05 Western-Special	to Y091-Y02	0.00
From S083-S13 Northern Comp.	to Y091-Y02	32.48
From S088-S05 Western Spec Proj	to Y091-Y02	6.60

Upon roll call the vote was as follows:

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

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

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

FROM		TO		AMOUNT
P003-P18	SUPPLIES	Y090-Y02	SUPPLIES	18.42
P003-P19	EQUIPMENT	Y090-Y03	EQUIPMENT	758.48
P003-P20	LABOR	Y090-Y04	LABOR	0.00
P003-P21	MATERIALS	Y090-Y05	MATERIALS	1,473.90
P003-P22	CONTRACT REP.	Y090-Y06	CONTRACT REP.	27.79
P003-P23	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	419.75
P003-P24	CONTRACT PROJ.	Y090-Y08	CONTRACT PROJ.	.00
P003-P25	PURCHASED H2O	Y090-Y09	PURCHASED H2O	46,095.04
P003-P27	ADV & PRINTING	Y090-Y04	ADV & PRINTING	45.71
P003-P28	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	68.55
P003-P29	PERS	Y090-Y12	PERS	5,604.03
P003-P30	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P003-P31	OTHER EXPENSES	Y090-Y14	OTHER EXPENSES	21.26
P003-P32	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	945.92
P003-P35	MEDICARE	Y090-Y18	MEDICARE	184.37
TOTAL				55,663.22
P005-P18	SUPPLIES	Y090-Y02	SUPPLIES	34.11
P005-P19	EQUIPMENT	Y090-Y03	EQUIPMENT	1,754.03
P005-P21	MATERIALS	Y090-Y05	MATERIALS	7,375.95
P005-P22	CONTRACT REP.	Y090-Y06	CONTRACT REP.	51.45
P005-P23	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	24,440.90
P005-P24	CONTRACT PROJ.	Y090-Y08	CONTRACT PROJ.	1,645.00
P005-P25	PURCHASED H2O	Y090-Y09	PURCHASED H2O	937.69
P005-P27	ADV & PRINTING	Y090-Y10	ADV & PRINTING	84.58
P005-P28	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	126.86
P005-P29	PERS	Y090-Y12	PERS	16,434.02
P005-P30	WORKERS' COMP	Y090-Y13	WORKERS'COMP	0.00
P005-P31	OTHER EXP.	Y090-Y14	OTHER EXP.	4,339.73
P005-P34	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	3,239.90
P005-P35	MEDICARE	Y090-Y18	MEDICARE	513.54
TOTAL				60,977.76
P051-P02	SUPPLIES	Y090-Y02	SUPPLIES	7.95
P051-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	327.23
P051-P05	MATERIALS	Y090-Y05	MATERIALS	148.35
P051-P06	CONTRACT REP.	Y090-Y06	CONTRACT REP.	11.99
P051-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	179.51
P051-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P051-P09	SEWAGE DIS.	Y090-Y08	SEWAGE DIS.	11,357.31
P051-P11	ADV & PRINTING	Y090-Y10	ADV & PRINTING	0.00
P051-P12	TRAVEL & EXP	Y090-Y11	TRAVEL & EXP	29.57
P051-P13	PERS	Y090-Y12	PERS	1,423.62
P051-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P051-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	35.57

P051-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P051-P35	MEDICARE	Y090-Y18	MEDICARE	171.97
TOTAL				13,693.07
P053-P02	SUPPLIES	Y090-Y02	SUPPLIES	3.16
P053-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	130.21
P053-P05	MATERIALS	Y090-Y05	MATERIALS	728.69
P053-P06	CONTRACT REP.	Y090-Y06	CONTRACT REPAIRS	4.77
P053-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	1,234.72
P053-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P053-P09	SEWAGE DIS.	Y090-Y09	SEWAGE DIS.	12,848.39
P053-P11	ADVER.&PRINTING	Y090-Y10	ADVER.&PRINTING	0.00
P053-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP	11.75
P053-P13	PERS	Y090-Y12	PERS	3,510.12
P053-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P053-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	70.37
P053-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P053-P35	MEDICARE	Y090-Y18	MEDICARE	127.84
TOTAL				18,670.02
P054-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P054-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P054-P05	MATERIALS	Y090-Y05	MATERIALS	7.52
P054-P06	CONTRACT REPAIRS	Y090-Y06	CONTRACT REPAIRS	0.00
P054-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	537.09
P054-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	0.00
P054-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	3.43
P054-P13	PERS	Y090-Y12	PERS	403.55
P054-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P054-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	0.00
P054-P35	MEDICARE	Y090-Y18	MEDICARE	17.09
TOTAL				968.68
P055-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P055-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P055-P05	MATERIALS	Y090-Y05	MATERIALS	10.53
P055-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	19.52
P055-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	0.00
P055-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	4.80
P055-P13	PERS	Y090-Y12	PERS	468.01
P055-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P055-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	0.00
P055-P35	MEDICARE	Y090-Y18	MEDICARE	23.82
TOTAL				526.68
P056-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P056-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	2.98
P056-P09	SEWAGE DISP.	Y190-Y08	SEWAGE DISP.	0.00
P056-P13	PERS	Y090-Y12	PERS	84.15
P056-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P056-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	0.00
P056-P16	TRANSFERS OUT	Y090-Y14	TRANSFERS OUT	0.00
P056-P35	MEDICARE	Y090-Y18	MEDICARE	9.56
TOTAL				96.69

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**  
**DRUG COURT III FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following CASH ADVANCE of funds for the Juvenile Court Drug Court III M69 (Advances In) from the Juvenile Court Alternative School M67(Transfers Out) as follows:

FROM	TO	AMOUNT
M067-M12 Transfers Out	M069-M08 Advances In	\$1,499.20

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REPAYMENT OF  
CASH ADVANCE OF FUNDS FOR THE JUVENILE COURT  
C-CAP DONATED FUND M55**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer of funds for the Juvenile Court C-Cap Donated Fund M55 (Advances In) from the Juvenile Court Intake Coordinator Fund M62 (Transfers Out) to REPAY A CASH ADVANCE as follows:

FROM	TO	AMOUNT
M062-M12 Transfers Out	M055-M08 Advances In	\$1,838.46

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REPAYMENT OF  
CASH ADVANCE OF FUNDS FOR THE JUVENILE COURT  
PLACEMENT FUND M64**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer of funds for the Juvenile Court Placement Services Fund M64 (Advances In) from the Juvenile Court Intake Coordinator Fund M62 (Transfers Out) to REPAY A CASH ADVANCE as follows:

FROM	TO	AMOUNT
M062-M12 Transfers Out	M064-M08 Advances In	\$8,358.92

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BELMONT  
COUNTY JUVENILE COURT'S M64 PLACEMENT;  
M69 DRUG COURT; M55 C-CAP FUNDS**

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 December 19 2001.

**M064 Juvenile Court Placement Fund**

M064-M01 Salaries	\$ 5,076.90
M064-M02 PERS	\$ 854.27
M064-M04 Medicare	\$ 750.00
M064-M10 Insurances	\$ 1,677.75

**M069 Juvenile Court Drug Court III Fund**

M069-M01 Salaries	\$ 826.92
M069-M02 PERS	\$ 672.28

**M055 Juvenile Court C-Cap Fund**

M055-M12 PERS	\$ 1,838.46
---------------	-------------

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BELMONT  
COUNTY 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 December 19 2001.

**COMMON PLEAS COURT**

A102-B10 INTENSE PROBATION	\$1,487.00
A202-B10 BASIC PROBATION FEES	\$3,577.88

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BELMONT  
COUNTY PROSECUTING ATTORNEY**

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 dates of May 16, 2001 (\$390.00) and December 19 2001 (\$374.88).

**W080 PROSECUTING ATTORNEY'S VICTIM WITNESS ASSISTANCE**

W080-P05 PERS \$764.88

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BELMONT  
COUNTY 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 December 19 2001.

**A002 COUNTY COURT PROBATION OFFICERS**

A002-H06 OTHER EXPENSES \$13.66

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BELMONT  
COUNTY 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 December 19 2001.

**SHERIFF'S DEPARTMENT**

A806-A14 FALSE ALARM	\$50.00
A306-A03 MEDICAL CO-PAY	\$50.00
A006-A12 TRAVEL/GAS	\$2,200.00

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 BELMONT  
COUNTY COMMON PLEAS COURT**

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

**A002 COMMON PLEAS COURT**

A002-B30 Other Expenses	\$ 8,103.47
A002-B26 Supplies	\$ 400.00
A002-B28 PERS	\$ 3,812.55
A002-B25 Salaries	\$11,517.72

Upon roll call the vote was as follows:

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

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

Motion made by Mr. 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 December 19 2001.

**S066 MENTAL RETARDATION**

**S066-S81    TRANSFERS OUT                    \$600,000.00**

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Olexo, seconded by Mr. Probst requesting the following monies be certified by the Budget Commission.

RE: Certification of monies/BELMONT COUNTY GENERAL FUND

\$1,487.00 paid into the General Fund in December 2001/A213-C00 Intense Probation

\$3,577.88 paid into the General Fund in December, 2001/A113-C00 Basic Probation

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING  
BID FOR SANITARY SEWER DISTRICT'S  
FILTER MEDIA REPLACEMENT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to turn over the bid received from Unifilt Corporation of Fombell, PA. for the Filter Media Replacement in the amount of \$56,000.00 to Danny Walls of the Sanitary Sewer District for review and recommendation. Commissioner Thomas explained that this bid was received at the Courthouse at 10:40 A.M. on December 13, 2001, but was incorrectly delivered by FedEx to another office and not turned over to the Commissioners until after the bid opening that was held on Friday, December 14, 2001 at 9:30 A.M. This bid is being accepted based upon the advice of legal counsel.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MOTION TO REJECT  
THE BIDS RECEIVED FOR THE BOARD OF  
MR/DD TRANSPORTATION VEHICLE**

Motion made by Mr. Thomas, seconded by Mr. Olexo to reject all bids received for the Belmont County Board of MRDD transportation vehicle on Wednesday, November 21, 2001 based upon the recommendation of Monte Kerr, Superintendent, Board of MRDD.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING  
PROSECUTOR'S ANNUAL DRETAC REPORT  
FOR 2001**

Motion made by Mr. Olexo, seconded by Mr. Thomas to accept the Belmont County Prosecutor's annual DRETAC report for the year 2001 as required by the Ohio Revised Code Section 321.261

Upon roll call the vote was as follows:

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



**IN THE MATTER OF ENTERING**  
**INTO TRANSPORTATIONS CONTRACTS**  
**ON BEHALF OF BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following contracts with City Cab of Barnesville and Wheeling and Moundsville Cab to provide transportation service for clients of the Belmont County Department of Job and Family Services.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**  
**AGREEMENT**

This agreement is made and entered into on this 7<sup>th</sup> day of December, 2001, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as the Department) and City Cab doing business at 425 East Church Street, Barnesville, Ohio 43713 (hereinafter referred to as the Provider).

**PURPOSE**

To provide transportation services to clients of the Provider as required by the Transportation Coordinator and/or designees. Such services shall be delivered at the pre-arranged cost agreed upon by both parties, which is fifty cents (\$.50) per mile round trip (taking someone to and from in one trip) and one dollar (\$1.00) per mile one-way trip (taking someone to or from separate trips). Additionally, only services pre-approved by the Transportation Coordinator or designees will be reimbursed.

**AGREEMENT PERIOD**

This Agreement will be effective from January 1, 2002 through December 31, 2002, unless otherwise terminated.

**COST**

Cost to the Department for services provided shall not exceed one thousand dollars (\$1,000.00) within the Agreement period.

**CIVIL RIGHTS**

Department and Provider agree that as a condition of this Agreement, there shall be no discrimination against any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this Agreement.

**PAYMENT FOR SERVICES**

The Provider shall submit itemized invoices detailing services provided. Applicable mileage must be noted with dates and travel points. Payment for all services provided in accordance with the provisions of this Agreement is contingent upon the availability of Federal and State funds. Department will provide reimbursement to Provider within 30 days of receipt of billing or as soon as County Auditor processes payment. Billing must be submitted monthly.

**TERMINATION**

In the event that the Provider does not faithfully and promptly perform his/her responsibilities and obligations under this Agreement, as determined by the Department, the Department may terminate the Agreement by providing the Provider with written notice 30 days in advance of the termination date.

In the event that the Department does not faithfully and promptly perform its responsibilities and obligations under this Agreement, the Provider may terminate the Agreement by providing the Department with written notice 30 days in advance of the termination date.

**AMENDMENT OF CONTRACT**

This Agreement may be amended at any time during the Agreement period by a written addendum signed by both parties.

**CONFIDENTIALITY**

Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

**SIGNATURES**

Dwayne D. Pielech, RAK	/s/	12-7-01
Dwayne D. Pielech, Director		Date
Belmont County Dept. of Job and		
Family Services		
Michael S (?)	/s/	12/10/01
Transportation Provider Representative		Date

<u>Ryan E. Olexo /s/</u> Belmont County Commissioner	<u>12/19/01</u> Date
<u>Charles R. Probst, Jr. /s/</u> Belmont County Commissioner	<u>12/19/01</u> Date
<u>Mark A. Thomas /s/</u> Belmont County Commissioner	<u>12/19/01</u> Date
<u>Frank Pierce /s/</u> Approved as to Form: Belmont County Prosecutor	<u>12-7-01</u> Date

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AGREEMENT**

This agreement is made and entered into on this 7<sup>th</sup> day of December, 2001, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as the Department) and Wheeling and Moundsville Cab doing business at 1916 Main Street, Wheeling, WV 26003 (hereinafter referred to as the Provider).

**PURPOSE**

To provide transportation services to clients of the Provider as required by the Transportation Coordinator and/or designees. Such services shall be delivered at the pre-arranged cost agreed upon by both parties, which is one dollar fifty cents (\$1.50) upon entry into the cab and then twenty cents (\$.20) for every one-sixth (1/6) of a mile thereafter. Additionally, only services pre-approved by the Transportation Coordinator or designees will be reimbursed.

**AGREEMENT PERIOD**

This Agreement will be effective from January 1, 2002 through December 31, 2002, unless otherwise terminated.

**COST**

Cost to the Department for services provided shall not exceed five thousand dollars (\$5,000.00) within the Agreement period.

**CIVIL RIGHTS**

Department and Provider agree that as a condition of this Agreement, there shall be no discrimination against any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this Agreement.

**PAYMENT FOR SERVICES**

The Provider shall submit itemized invoices detailing names, dates, and times of service provided. Applicable mileage must be noted with dates and travel points. Payment for all services provided in accordance with the provisions of this Agreement is contingent upon the availability of Federal and State funds. Department will provide reimbursement to Provider within 30 days of receipt of billing or as soon as County Auditor processes payment. Billing must be submitted monthly.

**INDEMNITY**

Provider agrees that he/she will at all times during the existence of this Agreement, indemnify and save harmless the Department against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

**TERMINATION**

In the event that the Provider does not faithfully and promptly perform his/her responsibilities and obligations under this Agreement, as determined by the Department, the Department may terminate the Agreement by providing the Provider with written notice 30 days in advance of the termination date.

In the event that the Department does not faithfully and promptly perform its responsibilities and obligations under this Agreement, the Provider may terminate the Agreement by providing the Department with written notice 30 days in advance of the termination date.

**AMENDMENT OF CONTRACT**

This Agreement may be amended at any time during the Agreement period by a written addendum signed by both parties.

**CONFIDENTIALITY**

Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

**SIGNATURES**

<u>Dwayne D. Pielech, RAK /s/</u>	<u>12-7-01</u>
Dwayne D. Pielech, Director	Date
Belmont County Dept. of Job and Family Services	
<u>Marsha Keadle/s/</u>	<u>12/8/01</u>
Transportation Provider Representative	Date
<u>Ryan E. Olexo /s/</u>	<u>12/19/01</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>12/19/01</u>
Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>12/19/01</u>
Belmont County Commissioner	Date
<u>Frank Pierce /s/</u>	<u>12-7-01</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MEMORANDUM OF UNDERSTANDING**  
**BETWEEN MANAGEMENT AND UNION / DJFS**  
**RE: CONTRACTURAL WORK**

**The following letter and attachment was received in the Commissioner's Office and read prior to the Board making the aforementioned motion.**

TO: THE BELMONT COUNTY BOARD OF COMMISSIONERS  
FROM: MICHAEL KINTER, HUMAN RESOURCES ADMINISTRATOR  
DATE: DECEMBER 17, 2001

I have been informed that Commissioner Probst has requested a written statement signed by the union regarding the allowance of contracting with a cab company to supplement our transportation program.

Article 19, Section 19.1 of the current contract addresses both contracting out work and management personnel performing work normally done by bargaining unit employees. I have enclosed a copy of this section for your easy referral.

As you can see, the current language allows for contracting and/or management working as long as it does not result in the displacement of a bargaining unit position. We have always used a cab service to supplement the transportation program with the union, Article 19, and Article 8, Grievance Procedure, provides the Union and Management with a remedy to solve the problem.

The signatures below represent the agreement with both the Union and Management regarding the above statements.

For management:

Dwayne Pielech /s/  
Dwayne Pielech, Director

For the union:

Michael Waller /s/  
Michael Waller, Pres. AFSCME Local 3073

Note: This document does not represent any additional labor/ management agreement other than what is specified in the current contract.

The following was photocopied from the Union Articles:

**ARTICLE 19**  
**BARGAINING UNIT WORK**

**SECTION 19.1**

The Employer hereby agrees that work normally done by bargaining unit employees shall not be contracted out nor performed by management personnel on a regular basis so as to result in the displacement of a bargaining unit position, the Employer agrees to place the affected worker(s) in a similar position with equal pay.

**IN THE MATTER OF RE-APPOINTMENTS**  
**TO THE BELMONT COUNTY 9-1-1 BOARD**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following re-appointments to the 911 Board for a three (3) year term, commencing January 1, 2002 and expiring December 31, 2005.

David M. Lucas	Belmont County Law Enforcement
Carl J. Mamone	Belmont County Mayors Association
Patrick E. Swallie	Belmont County Emergency Personnel
Michael L. Wallace	Belmont County Fire Chiefs
Roger L. Weaver	Belmont County Trustees Association

Upon roll call the vote was as follows:

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

**IN THE MATTER SUBDIVISION**  
**HEARING FOR HAWK VIEW**  
**FIRST ADDITION, RICHLAND TWP.**

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

NOTICE OF NEW SUB-DIVISION  
Revised Code Sec. 711.05

To Cindi Henry, Clerk, Richland Township Trustees

You are hereby notified that the 28th day of December, 2001, at 9:30 o'clock AM., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/  
Clerk of the Board

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING**  
**INTO PURCHASE OF SERVICE CONTRACT WITH WOMEN'S TRI-COUNTY**  
**HELP CENTER, INC. FOR MENTORING PROGRAM/BCDJFS**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into the following Purchase of Service Contract with the Women's Tri-County Help Center, Inc. on behalf of the BCDJFS.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**  
**PURCHASE OF SERVICE CONTRACT**

This contract is made and entered into as of December 3, 2001, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as a Department) and Women's Tri-County Help Center, Inc. doing business at 104 ½ N. Marietta Street, St. Clairsville, Ohio 43950 (hereinafter referred to as Provider) in cooperation with the Belmont County Commissioners for the purpose of establishing the terms and conditions by which the Provider will provide services, activities, and strategies for eligible individuals as defined by the Department's Prevention, Retention and Contingency Plan.

The following are the terms of the contract:

**PURCHASE OF SERVICES**

The Department agrees to purchase services from the already established Mentor Program being operated by the Provider. The same goals, strategies, and monthly reports used in the previous contract are to be used in this contract. The population to be served continues to be families on public assistance, especially those who are confronted with expiration of OWF time limits. The primary goal also continues to be that of helping participants successfully move off public assistance through gaining insights to the hidden rules that lead to success in work and adopting behaviors that lead to successful employment.

The following strategies will continue to be used by the Provider. The list is not all-inclusive.

1. Job Shadowing
2. Helping with job applications, job leads and interviews
3. Striving to job match so that clients can enjoy their jobs and not just have jobs
4. Helping clients overcome barriers to employment
5. Building self-esteem
6. Helping clients with job-appropriate clothing

7. Providing documentation to case managers in order to deal with non-compliance
8. Collaborating with case manager, supervisors, and clients to make decisions in the best interest of the clients
9. Working with Children's Services on custody issues and related requirements
10. Providing transportation for job search activities, interviews, doctor/counseling appointments, etc.
11. Occasionally providing customers with transportation to work when necessary
12. Providing daily support so that clients can remain employed
13. Helping clients obtain their drivers' licenses
14. Helping clients set up day care for their children
15. Working on domestic issues that are ongoing with clients
16. Continuing to help clients with utility accounts
17. Helping clients set appropriate life priorities

#### **CONTRACT PERIOD**

This contract is effective from January 1, 2001 through June 30, 2002.

#### **AVAILABILITY OF FUNDS**

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability of state and federal funds.

#### **COST AND DELIVERY OF PURCHASED SERVICES**

Subject to the limitations specified in Article 3, the maximum amount to be paid for such purchased services is thirty three thousand dollars (\$33,000.00).

#### **ELIGIBILITY**

- A. To be eligible for services under this contract, the Assistance Group (herein referred to as AG) must include a minor child or a woman who is pregnant. For purposes of the PRC program, a minor child is defined as someone under the age of twenty (20) who is still enrolled in secondary school.
- B. A person must be a resident of the State of Ohio and Belmont County to be eligible for services under this contract.
- C. The AG must meet eligibility requirements detailed in Belmont County's PRC Plan. The AG must be composed of TANF eligible individuals/families who are at 200% or below of the federal poverty standard. Provider is responsible for determining eligibility and Provider is also responsible for any audit findings.
- D. Those applying for and receiving services under this contract are to be afforded the right to the State hearing process.

#### **PAYMENT FOR PURCHASED SERVICES**

On a monthly basis, the Provider will submit an invoice and report to the Department covering the services rendered. The Department will review the invoices for completeness and accuracy before making payment. Invoices must be received before the tenth of the month in order for the Provider to receive payment in that month with the exception of the month of December when the County Auditor requires that invoices be submitted by the third of December or sooner if the third falls on a weekend. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as County Auditor processes payment.

#### **FINANCIAL RECORDS**

The Provider will maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this agreement. Such records shall be available at all reasonable times for inspection, review, or audit, by duly authorized federal, state and Department personnel.

#### **AVAILABILITY AND RETENTION OF RECORDS**

For a period of three (3) years after final payment, the Provider will maintain and preserve all financial records in its possession related to this agreement, including documentation used in the administration of the program. If an audit, litigation or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

#### **CONFIDENTIALITY**

The Provider agrees that it will not use or disclose any information concerning eligible individuals for any purpose not directly related with the administration of the Department's or the Provider's responsibilities with respect to purchased services without the written consent of the eligible individual.

#### **CIVIL RIGHTS**

The Provider will not discriminate against any individual because of race, color, sex, religion, national origin, disability or any other factor as specified in Title V of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments, the Americans with Disabilities Act, and all other state and federal laws prohibiting discrimination.

**INDEMNITY AND INSURANCE**

The Provider agrees that it will indemnify and hold harmless the Department, ODHS, and the Belmont County Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement. The Provider agrees to purchase insurance as is reasonably necessary to secure adequately the persons and estates of eligible individuals against foreseeable torts.

**MONITORING AND EVALUATION**

The Department and the Provider will monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which the objectives are being achieved. A progress or status report must be submitted to the Department on a monthly basis by the tenth (10) of each month. This report should list measurable outcomes, achievements that related to the project’s stated TANF goals, project milestones, and overall results, to date.

**TERMINATION**

The agreement may be terminated without cause by either party upon thirty (30) days written notice.

**AMENDMENT**

This contract may be amended by means of a written instrument executed by all parties hereto.

**PROCUREMENT**

The small purchase procedures method of procurement will be used when making relatively simple and informal purchases costing in the aggregate not more than fifteen thousand dollars (\$15,000.00). An aggregate procurement is the dollar sum total of a type of goods or service which can logically be purchased during one year, e.g., the total number of cartons of copy paper that is purchased in the aggregate year.

For purposes of aggregation of small purchases, the twelve month period shall be the state fiscal year (July 1, 2001 through June 30, 2002).

Using the small purchase method of procurement, BCDJFS will have a two hundred fifty dollar (\$250.00) per item/per purchase dollar limit up the \$15,000 threshold for all vendors within the twelve month period before following the ORC Section 307.86 competitive bidding requirements. When the estimated cost exceeds \$250.00 per item/per purchase within a twelve month period up to the \$15,000 threshold, the agency will obtain telephone or written quotations from at least three suppliers of the product. Each supplier will be given the same information about the procurement requirements in order that they may provide accurate competitive price quotations. Documentation will consist of the name of the vendor contacted, the name of the individual providing the quotation, the date contacted and the amount of the quote.

When the BCDJFS can project that it will require an aggregate purchase of \$15,000 of a given goods or service in a one year period, the agency will aggregate the purchase into a single procurement request, using competitive sealed bidding/formal advertising. Such aggregation, however, would not necessarily bind the agency to selecting one bidder. The BCDJFS will stipulate in its bid specifications that more than one vendor could be selected.

**SIGNATURES**

<u>Dwayne Pielech RAK /s/</u>	<u>12-17-01</u>
Dwayne Pielech, Director	Date
Belmont County Department of Human Services	
 <u>Karen L. Scott /s/</u>	 <u>12/17/01</u>
Karen L. Scott, Executive Director	Date
Women’s Tri-County Help Center, Inc.	
 <u>Ryan E. Olexo /s/</u>	 <u>12/19/01</u>
Belmont County Commissioner	Date
 <u>Charles R. Probst, Jr.</u>	 <u>12/19/01</u>
Belmont County Commissioner	Date
 <u>Mark A. Thomas /s/</u>	 <u>12/19/01</u>
Belmont County Commissioners	Date
 <u>Daniel P. Fry /s/</u>	 <u>12-17-01</u>
Approved as to Form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING  
AND SUBMITTING EDA GRANT AMENDMENT  
FOR FOX COMMERCE INDUSTRIAL PARK**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Commission President Ryan E. Olexo to sign and submit the acceptance of the Amendment of Award for Economic Development Administration (EDA) Award No. 06-01-03011 that extends the scheduled construction completion date to February 28, 2002 for the Fox Commerce Industrial Park Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
CHANGE ORDER NO. 1 FOR DAVISON ELECTRIC  
/BELMONT COUNTY ENGINEER'S TACOMA GARAGE**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve Change Order No.1 for the Belmont County Engineer's Tacoma Garage Project to Davison Electric in the amount of -\$415.46. The total contract is being decreased from \$38,499.00 to \$38,083.54.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the minutes of the regular Board of Commissioners meetings of December 5, 2001 and December 7, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION OF THE ESTABLISHMENT  
AND APPOINTMENT OF A LOCAL CHILD ABUSE AND NEGLECT PREVENTION  
ADVISORY BOARD FOR THE OHIO CHILDREN'S TRUST FUND IN BELMONT COUNTY**

**RESOLUTION**

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

**WHEREAS**, Section 3109.18 of the Ohio Revised Code authorizes Boards of County Commissioners to appoint a Local Child Abuse and Neglect Prevention Advisory Board for the purposes of assessing community needs, issuing public notice of funds, accepting and reviewing applications for funding, planning services to meet the assessed needs, establishing reporting and evaluation procedures, submitting a Local Allocation Plan to the Ohio Children's Trust Fund Board; and

**WHEREAS**, the Belmont county Family and Children First Council has members with demonstrated knowledge in programs for children consistent with the requirements of Section 3109.18 of the Ohio Revised Code; and

**WHEREAS**, The appointment of the Family and Children First Council to function as the Local Child Abuse and Neglect Prevention Advisory Board would be an asset to the county.

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

**Section 1:** That the Board of Commissioners hereby appoints the Belmont County Family and Children First Council, consisting of the following members:

**Mandated**

William Dunaway  
Bellaire Health Dept.  
P. O. Box 183  
Bellaire, Ohio 43906

Martins Ferry Health Dept  
City Building  
Martins Ferry, Ohio 43935

Dwayne Pielech  
Belmont Co. Dept. of Human Services  
310 Fox Shannon Place  
St. Clairsville, Ohio 43950

Mike Crawford  
Board of Education  
410 Fox Shannon Place  
St. Clairsville, Ohio 43950

Rick Olexo  
Belmont Co. Commissioners  
County Courthouse  
St. Clairsville, Ohio 43950

Monty Kerr  
Belmont Co. Dept. of MR/DD  
340 Fox Shannon Place  
St. Clairsville, Ohio 43950

Judge Mark Costine  
Juvenile Court Division  
Belmont Co. Courthouse  
St. Clairsville, Ohio 43950

Dr. George Cholak  
Belmont Co. Health Dept  
68501 Bannock Rd  
St. Clairsville, Ohio 43950

Linda Pickenpaugh  
Mental Health & Recovery Bd.  
99 N. Sugar St.  
St. Clairsville, Ohio 43950

Lloyd Shrodes  
Mayor's Office  
City Building  
Martins Ferry, Ohio 43935

Sherri Theaker  
69355 Blaine Chermont  
Bridgeport, Ohio 43912

Cindy Phillips  
45065 W. Captina Hwy  
Allendonia, Ohio 43902

Rob Manning  
Dept. of Youth Serv.  
19 East Circle Drive,  
Room 220  
Athens, Ohio 45701

Jim Kalonick  
Dept. of JFS  
310 Fox Shannon Place  
St. Clairsville, Ohio 43950

**GRANTEES AND INTERESTED AGENCIES**

Lynn Pappas  
Bel Co. Dept of JFS  
310 Fox Shannon Place  
St. Clairsville, Ohio 43950

Diana Myers  
Regional Family Coord, OSU Ext. East Dist. Office  
16714 State Rt. 215  
Caldwell, Ohio 43724

Michelle Davidson  
CARES  
155 West Main Street  
St. Clairsville, Ohio 43950

Martha Hon  
Easter Seals Rehabilitation Center  
1305 National Road  
Wheeling, WV 26003

Ruthann Anderson  
Community Mental Health  
68535 Bannock Road  
St. Clairsville, Ohio 43950

Tom Perrone  
New Horizons  
40060 National Road  
Bethesda, Ohio 43719

Janet Groome  
Student Services  
35<sup>th</sup> and Guernsey Streets  
Bellaire, Ohio 43906

Rusty Vermillion  
Belmont Co. Health Dept.  
68501 Bannock Rd.  
St. Clairsville, Ohio 43950

Lorrinda Saxby  
Clairsville/Richland City Schools  
108 Woodrow Ave.  
St. Clairsville, Ohio 43950

Gary Obloy  
Community Action Commission  
410 Fox Shannon Place  
St. Clairsville, Ohio 43950

Maura Mappin-Dubus  
Mental Health & Recovery Bd.  
99 N. Sugar St.  
St. Clairsville, Ohio 43950

Karen Scott  
Women's Tri-County Help Center  
104-½ N. Marietta St.  
St. Clairsville, Ohio 43950

Debbie Lanch  
67442 Central Avenue  
Bridgeport, Ohio 43912

Mike Crawford  
Board of Education  
410 Fox Shannon Place  
St. Clairsville, Oh 43950

Cindy Lafollett  
Regional Coord. OSU Ext. East District Office  
16714 State Rt. 215  
Caldwell, Ohio 43724

Julie Banbury Robinson  
OSU Extension  
410 Fox Shannon Place  
St. Clairsville, Ohio 43950

Kathy Yeater  
WIC  
3201 Belmont Street  
Bellaire, Ohio 43906

Anita Pulay  
OSU Extension  
410 Fox Shannon Place  
St. Clairsville, Ohio 43950

Chad Sokolowski  
Oakview Juvenile Rehab. Center  
45232 National Road  
St. Clairsville, Ohio 43950

Emmy Lou Charlton  
Family Health Services  
68501 Bannock Road  
St. Clairsville, Ohio 43950

Candace McCarthy  
GRADS Program  
110 Fox Shannon Place  
St. Clairsville, Ohio 43950



Elizabeth Brunner  
EORH Birth Place  
90 North Fourth Street  
Martins Ferry, Ohio 43935

Katy Knox  
Home Based Therapeutics  
133 E. Main Street  
St. Clairsville, Ohio 43950

to fulfill the duties of the Local Child Abuse and Neglect Prevention Advisory Board consistent with the Section 3109.17 of the Ohio Revised Code for a term of three years, unless otherwise designated.

**Section 2:** That the Board of Commissioners, County of Belmont, hereby instructs the Clerk of the Board to notify each member of their appointment.

**BE IT FURTHER RESOLVED,** that the Clerk of this Board be and is hereby directed to certify a copy of this resolution to the Ohio Children's Trust Fund Board.

Mr. Olexo moved for the adoption of the foregoing Resolution, which was seconded by Mr. Probst, and the roll being called upon its adoption, the vote resulted as follows:

Mr. Ryan E. Olexo	Yes
Mr. Mark A. Thomas	Yes
Mr. Charles R. Probst, Jr.	Yes

**IN THE MATTER OF VACATING  
AND ESTABLISHING A PORTION  
OF FLUSHING TWP. RDS. 336 & 803  
/RD IMP 1061  
Public Road**

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

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

Mr. Olexo moved the adoption of the following Resolution:

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

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

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated and established, as ordered heretofore, made on journal of the date of December 5, 2001, and a copy of this resolution be forwarded to the Flushing Township Trustees.

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

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

**IN THE MATTER OF DISCUSSION HELD  
RE: VARIOUS MATTERS / PUBLIC FORUM**

Persons signing in as present for this discussion were: Milton Porter; Stan Josefczyk; Art Thompson; Shirley Probst; Charles Probst, Sr.; Bruce Seabright; Joselyn King, Intelligencer; Jay Sandru; Bob Munjas; Joe Binni; Louis A. Johnson; former Commissioner Mike Bianconi; Norm Jones, WTOV-9; Margaret Kraus; and Ed Schlichter and Amber Nocoltra, WTRF-TV.

Commissioner Olexo asked if anyone in attendance would like to present questions or concerns to the Board. Mr. Louis Johnson asked the Board if the Reserve Account, which was set up last year was still in effect and if so how the Commissioners track this account. Commissioner Olexo responded that this account is listed and shows on the monthly financial statement.

Mr. Red Deleski asked if Mr. Bob Laxton's, (Director, Belmont County Committee on Aging) name was still on the deed for the recently purchased Mediterranean Building. He also added, "How did it get on there in the first place?" Commissioner Olexo stated, "Committee on Aging is a purchasing agent for this property. This is in the hands of the Prosecuting Attorney. Due to being discussed in executive session, we can not discuss it until action is taken from the executive session order. We can not answer at this time." Commissioner Thomas stated, " This transaction was handled by counsel for the BCCoA and the County Prosecuting Attorney. Let me state for the record, I am not, nor will I ever be, legal counsel for the County Commissioners." Commissioner Thomas encouraged those present who questioned this same matter, to contact the Prosecutor's office, stating, "The Prosecutor's number is 695-2121 extension 113. They are our legal counsel." Mr. Deleski stated, "It doesn't seem right. This building was bought with taxpayer's money, but his name is on it. At one meeting, you said his name would come off." Commissioner Olexo stated, "We are not avoiding your questions. We made this statement separately; we feel the Board's name

should be on the deed also. We can't answer what the hold-up is." Commissioner Thomas stated, "Contact the Prosecutor." Mr. Deleski stated, "It seems that Mr. Laxton has the run of the County and can do what he pleases- he doesn't appear before the Commissioners. You take care of the taxpayer's money, you hold the purse." Commissioner Olexo stated, "We understand where you are coming from and agree totally. I apologize again though, we can't answer fully due to the executive session." Mr. Deleski continued, "The previous tax levy that was passed, not this one, but the one before - vans were purchased with this money and then there was a sign posted stating that seniors must pay a one dollar donation. It was posted in the buildings." Commissioner Olexo stated that it was required by federal law to request a donation when federal funds are being utilized, "Just a request." Mr. Bob Munjas, stated, "I went to see Frank Pierce, I waited three hours - I sent a letter. It has now been fourteen months and I still don't have a response. The Kuchinka building cost two point seven million dollars. Now you bought the parking lot next door. Why do seniors have to buy real estate? I'd like to get a job like Laxton has."

Commissioner Thomas stated, "Mr. Pierce (County Prosecutor) is not our employee. I hate that you have to wait but we don't have control over him." Mr. Munjas continued, "Go to the Attorney General. Pierce sweeps a lot under the rug. You know that." Mr. Munjas stated, "On TV, Bob Laxton said come and get these papers (in reference to a recent audit performed for the BCCoA.) I did and they state, 'audit incomplete.'" Commissioner Probst stated, "We as a Board could send a letter to the Prosecutor asking the status of the deed." Commissioner Olexo asked the Clerk of the Board to draft such a letter.

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

Former Commissioner Michael Bianconi came before the Board to discuss various issues related to the Committee on Aging and other issues. He stated, "The first issue I would like to discuss is funding of old buildings and structures. The example I would like to use is the Blaine Bridge. As a Commissioner, I voted for funding to help repair the Blaine Bridge then I started thinking "It's not right". Back in late 2000, Fred Bennett (County Engineer) came to the Board, requesting money for this project and it didn't fly. Then this board authorized \$22,600.00 to go ahead and do the report - this is money wrongly spent - the bridge is useless. There are a lot of bridges that are unsafe, that need repair. On February 15, Fred Bennett brought a report stating that to the Board. I am strongly encouraging you as a Board to not spend money on useless bridges and roadways."

Mr. Bianconi continued, "The second thing I would like to discuss is the Space Needs study on Community Action Commission and the Department of Job and Family Services. When I was Commissioner, Bob Ney got us nine hundred thousand dollars for a building study. There was a study done about bringing the facilities together. Mr. Obloy's operation is non-profit, like Bob Laxton's. I think this is wrong. This thirty thousand you are proposing to spend should be spent on the Oakview Administration building for repairs. Put the money in there, instead of spending more money- you already own that building. I strongly encourage the Board to do this. The recent state budget shortfall - 1.4 million dollars - causes cut backs. This study doesn't need done." Commissioner Olexo stated, "The funding of the thirty thousand dollars is not coming from County funds. The Department of Administrative Services has allocated this funding and it cannot be used for anything else. It is not to be used for bricks and mortar. I don't mean to offend you but, I don't take your opinion on the Oakview building - I would rather have the opinion of an architect or any other building expert." Mr. Bianconi stated, "This is still state money, still taxpayers dollars - that's my concern. The State has a one point four million dollar shortfall - there is thirty thousand of it, if we don't spend it." Commissioner Thomas stated, "Are you suggesting we send it back to them?" Mr. Bianconi stated, "Yes and ask them to put it towards the shortfall. They are closing the Orient Correctional Institution near Columbus and letting prisoners out on the street. It doesn't make sense. It is a continuation of what has gone on for years, when I was a Commissioner also."

Mr. Bianconi stated his third issue was the Committee on Aging. He said, "Some say this is new, some say it is old. Well, it is not old to me. It started to be addressed with the audit. Then Mr. Laxton hired Snodgrass and this audit report was handed out as a public document. If you turn to the back page (Mr. Bianconi gave handouts to the Commissioners and the public) this document states that this report is solely for private viewing and yet, Mr. Laxton gave this out as a public document."

Page six of this audit report shows a statement of activity for 2000; listing levy monies received in the amount of \$1,113,000.00. The next page is not from Snodgrass- this page is from Mr. Pappano, County Auditor, it states 1.4 or 1.2 million dollars was given to the Committee on Aging. There is another \$120,000 somewhere - I would like the Board to find out where. I believe Mr. Pappano figures that are listed.

Page seven of Snodgrass's audit shows non-cash transactions and the agency requesting a building. Mike Zeno called me from Snodgrass and said, 'I stand by my report. I did what I was paid to do.' Due to client privilege, he was not at liberty to discuss certain matters. Did you read this Snodgrass Audit?

Page Eight of the audit states contract language and the terms of the levy contract, but then something happened on page nine - It discusses investments in other entities. "for profit subsidiary".

Page Eleven shows Housing Projects, a lot of money. In 1999 the agency was awarded six hundred thousand. In 2000 the agency was awarded another six hundred thousand. Does this money come back? I don't know after reading this report.

Page Twelve is notes payable. Are these bills going through levy funds? I would like the Board to find this out. Is it a government entity or isn't it? Last year there was a rate of 10% on notes. Are we dealing with levy funds here? If the Mediterranean is owned by the Belmont County Commissioners we can get money as low as two percent, not ten. Ten percent is for the private sector. Is it a government entity or not?"

Did you request the Snodgrass audit? From the minutes, he has not brought in anything the Board has requested. Did our levy funds pay for this audit?

Commissioner Olexo requested clarification from Mr. Bianconi in regards to his last question. He stated, "Are you asking if levy funds were used to pay notes?" Mr. Bianconi stated, "When it is in someone else's name, is it property of Belmont County. If so, their name should be on it."

Page fourteen states the report was 'qualified.' I looked qualified up in the dictionary, it means limited or modified in some way. My opinion is Mr. Snodgrass is saying he only looked at what he was paid to look at. In county terms, you don't want qualified, you want unqualified." Ms. Sheila Smith requested that attention be brought to page three, the last paragraph. Mr. Bianconi stated, "The organization declined to send documents - the Committee on Aging wouldn't give certain documents Mr. Zeno asked for. He (Zeno) did what he was asked to do."

Break in meeting for discussion with William Eddy, Building and Grounds Supervisor.

**IN THE MATTER OF DISCUSSION HELD**  
**RE: PROPOSALS FOR PAVING THE JUSTICE CENTER**

Mr. William Eddy, Building and Grounds Supervisor came before the Board with two proposals for paving at the Justice Center. The area to be paved is twenty five hundred square feet and low bid was Wilson Blacktop with a price of fifty eight hundred dollars. Mr. Eddy stated, "The Jail Administrator will put up three thousand towards this out of his funds. The County's cost would be twenty eight hundred dollars. I will leave the information with the Clerk for the Board's review and consideration. This can be held off until spring." Commissioner Olexo stated he would like to hold off on this project until that time.

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

Mr. Bianconi continued, "Page fourteen - the last sentence - is the Board asking questions on this matter?" Commissioner Olexo replied, "Yes." Mr. Bianconi stated the last item he wanted to discuss was the article in the Times Leader dated 12/18/01 he stated, "Mr. Laxton said, 'Mr. Olexo told me to hold off on sending anything else until further notice.' Did you say that?" Commissioner Olexo thanked Mr. Bianconi for bringing this matter up, "This was taken out of context. It was a misunderstanding. We had sent a letter to Mr. Laxton requesting information. I told him I wanted to talk to him about it, try to clarify what we were requesting. Thank you for allowing me to explain. The sole purpose of the Board is to have controversy solved. I would not impede this process. It was a misunderstanding. Mr. Bianconi commented, "Even if Mr. Laxton would think that, he should not have said that."

Mr. Bianconi stated, "Last Monday, I went through the minutes of the Commissioner's meetings. I asked for and received copies, a nickel a page. (Mr. Bianconi again gave handouts to those in attendance and the Commissioners.)"

Page Three states, "Sheila Smith reiterates . . ., then Mark Thomas left the meeting."

Commissioner Thomas explained he had a prearranged meeting that he was required to attend and had to leave the meeting to meet with Judge Costine.

Page Six Mr. Bianconi questioned, "Why is the COA now submitting partial bills in August. He said, "I don't think this is good bookkeeping. Is it a concern of yours, how these invoices and bills come in?" Commissioner Olexo stated, "Any bills that come in here are a concern of ours."

Mr. Bianconi continued, "Pages Seven and Eight. The wording of the levy is very important. I am glad you put the levy back on. I want the money spent the right way. I went to see Frank Pierce - he doesn't have an answer as to why the deed is not in the Board's name. I want the money back myself - I don't want the building."

Mr. Bianconi discussed the meeting of August 29, 2001. He said, "'Commissioner Olexo stated a break in the contract would be a breach in the contract and would leave the county liable.' Do you still believe that?" Commissioner Olexo stated, "A liability for the County? I still believe that." Mr. Bianconi said, "Mark, you were absolutely right, you inherit every problem when you take this job. How long does it take to get a deed transferred?" On Sept 7, 2001 Commissioner Probst asked six specific items and these were sent to Mr. Quirk. Commissioner Thomas questioned the wording of Commissioner Probst's questions.

Mr. Bianconi continued reading from the minutes. He quoted from page Sixteen of his handout. He said, "That's eighty five thousand dollars. I want the Board to research this. Is any levy money used here, on this mortgage."

September 12, 2001 states an Executive Session was held and Attorney Bob Quirk was present. This is the only time your records show he was present.

September 14, 2001 a letter was sent by the Board to Bob Laxton which states "intent is to have both parties abide by the contract language in order to continue our combined efforts to serve our elderly. I compliment the board for sending Mr. Laxton a letter asking him to abide by the contract."

On the next page of the journal is the meeting for Bellaire. The Carnes building has a value of forty thousand and we paid one hundred ten thousand for it. This is very odd. That happened while I was Commissioner.

Mr. Bianconi continued to read minutes. Commissioner Thomas stated, "My only comment is - you have had every opportunity to speak with us privately and publicly - you have been given ample time to speak - forty minutes today when in fact you were scheduled for fifteen minutes on the agenda. What's the point? You read the minutes of Commissioner's Meetings. What's the point? I question the reason for this discussion."

Mr. Bianconi stated "Your comment - you inherited everything." He then discussed a recent newspaper article pertaining to the left turn signal at the Ohio Valley Mall. He continued, - You followed up on it and you said, 'That answer isn't good enough. Let's get it done.' My question is I want to find out what's going on here." Commissioner Thomas stated, "With all due respect, I am going to a meeting at 11:00 at Belmont County Department of Job and Family Services. You raise valid issues -you asked for one hour. I disagreed. I repeat. Ninety five percent of what you talked about has been addressed before. Commissioner Olexo said we are correcting the issues. You go through our own minutes. We're doing it. I question taking time today to repeat issues. I quite frankly have other things to do on behalf of the county, not just COA."

Mr. Bianconi said, "On page thirty, one option is to terminate the contract.' Why isn't it done?" Commissioner Thomas said this was still an option. Mr. Bianconi said, "Let me know when he (Bob Laxton) comes in. Some are here because the press reported that I was going to be on the agenda. I have a problem hiring a consultant out of general fund money. I met Mr. Collomare, I don't know if he has the credentials." Commissioner Olexo stated, "I asked the Prosecutor and this can be paid with levy funds."

Mr. Bianconi stated, "On the last page of my handout is a letter to Bob Quirk from the Board. Has there been a reply? Does anyone know if there's been a reply? You're asking the Prosecutor to send Mr. Laxton a letter." Commissioner Probst stated, "This is one portion of it Mike. We'll provide it to you. Five questions were asked and only one answer was given and it was totally untrue. Bob Quirk sent a letter to Marlin Harper and Mr. Harper responded to one question. That letter was forwarded to us." Mr. Bianconi read the letter.

Ms. Sheila Smith stated she would like a follow up on the discussion pertaining to levy meals. She stated, "I spoke officially four times with this Board - at the Bridgeport meeting where there was no recorder the discussion about levy meals came up again. If I recall correctly, Mr. Probst did you not tell the residents you requested to view a delivery log? That there were meals that were Passport, Title III, and Waiver? Did you not ask Mr. Laxton where were the levy meals? Mr. Laxton said they are listed under Title III meals. My concern, again is - he is billing back when he is already paid by the State of Ohio with Title III funding. He is paid by levy, for 50% of employee costs and vehicles."

Commissioner Probst explained that State Funding exists for a portion and levy funds pay the rest. Ms. Smith continued, "Contracts with the State of Ohio are payment in full- when you accept the contract you accept the given amount. Based on the quarterly report Mr. Laxton submitted in October, there are no levy meals. If there were levy meals why are there no delivery logs? The State Audit report shows multiple breaches. What is your liability, when you learn there are no levy meals? Sixty to eighty thousand of care he is providing to the citizens, but you reimburse him one point two million. What liability does the county have then?"

Mr. Bianconi stated, "I forgot one thing, in 1992-1993 the Board awarded a CDBG grant to the Village of Powhatan Point Fire Department. The fire department had no matching funds so the money was then given to the Powhatan Senior Center. Between twenty three and twenty five thousand dollars was given to the Powhatan Senior Center. I thought the Powhatan Senior Center was owned by the Village. It's not. It is owned by COA. Rick, you didn't know, I didn't know until I began looking through records. This is the same idea as the Mediterranean building, this building should be owned by the Village of Powhatan Point. In my opinion." Ms. Smith stated, "The documents show that Powhatan Senior Citizens Corp. under the Ohio Attorney General Office, with Robert Laxton as the statutory agent. We have been in support of the levy monies. What we want is that the levy funds get to the seniors, and I don't think it is happening. There is commingling of funds with Mr. Laxton's private business. Why are we buying more vans, bigger kitchens, etc. when we have yet to get the meals to our seniors. Let's get the funds to our seniors."

Mr. Bianconi stated, "I was all for the levy, I voted for it - there are two more renewals coming up also. I am all for the money getting to the people who need help, shut ins, the intent is wonderful. I'll be back in January, something needs done. I strongly hope you can get it straightened out. I thank you for your time."

A public citizen questioned who was in Bob Laxton's boss. Commissioner Probst stated, "We are in direct control of your levy money and how they are expending it. We are directly in charge." Commissioner Olexo stated, "His boss for contractual services is the Board. He also has a Board he has to answer to." Commissioner Probst stated the Board was going to send a letter to the Prosecuting Attorney asking the status of the transfer of the deed. Commissioner Olexo stated, "We as a Board can not discuss matters ongoing in Executive Session, until we get answers from our legal counsel. There was a press release that went out stating we feel strongly the best way to get answers is to hire an outside source - we have done that - we hired a consultant, so we can insure the levy funds are expended in the proper manner. We need solid information before we can make those changes. The right of refusal is no long an issue."

Ms. Smith stated, "In October, Mr. Laxton presented the Snodgrass audit and the quarterly report to the Board. Sixteen thousand seniors in the county, one hundred eighty nine patients were given thirty-six minutes a week. For this they charged the county between sixty and eighty thousand. I am making a point again."

Linda Hull, Times Leader Reporter asked what the Board could "legally do to make him change it." Commissioner Olexo stated, "Because of the declatory judgement received from the court, the title was originally in the COA name, however, the Prosecutor offered his opinion that it should be in the county's name."

Shirley Probst questioned, "I voted for the senior levy. This committee do you have their names and who they are and do you have input as to how they are chosen?"

Commissioner Olexo reiterates that the Board is forming an advisory committee for that exact purpose.

A public citizen stated she had sat on the Board in 1985, and became so frustrated with Mr. Laxton that she quit.

Mr. Munjas stated, "This woman said she had issues with COA in 1985, that was fifteen years ago, how much longer do we wait until these matters are corrected?"

Commissioner Olexo stated, "As long as I sit on this Board, I will strive to get these questions answered and make certain our levy funds are expended correctly."

**IN THE MATTER OF ADJOURNING**

**COMMISSIONERS MEETING AT 2:53 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Olexo to adjourn the meeting at 2:53 P.M.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING**

**COMMISSIONERS MEETING AT 4:10 P.M.**

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn the meeting at 4:10 P.M.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

Read, approved and signed this 26<sup>th</sup> day of December 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

