

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, absent, Charles R. Probst and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of April 03, 2002, were read, approved and signed.

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. 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
Barry L. Koerber, Attorney	Misc. attorney fees-General	\$2,554.03
Treasurer, State of Ohio	Elevate inspection fee-General	120.00
John Vavra, Attorney	Mileage for acting Judge/Seminar-Gen.	98.55
Paul B. Jefferis, Attorney	Misc. attorney fees-General	305.48
CDW-G Inc.	Projector & lamp/GIS Project-General	3,693.00
John A. Vavra, Attorney	Misc. attorney fees-General	1,157.00
Columbia Gas	Service/New jail-General	2,202.04
Hoffman Law Office	Misc. attorney fees-General	793.60
Department of Public Service	Feb. service/Martins Ferry Bldg	111.78
Erb Electric Co.	Install paging horns-Bldg Construct.	460.00
National City Bank	Bond note SSD #2 Force Main-San. Sewer	500.00
Davison Electric Co.	Contract serv/Bethesda-Satellite Const.	23,800.00
UWANTA Linen Supply	April service/Eastern Ct-Satellite Bldg.	13.35
The Concourse Hotel	Hotel accommodations/Eastern Ct. Spec.	150.00
Kristi Lee Lipscomb	Court reporter fee-Western Spec. Proj.	75.00

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

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the various funds dated for April 5, 2002 as follow:

FUND	AMOUNT
General	\$5,471.72, \$79,368.75
Dog Kennel	\$1,637.02, \$506.74
BCDJFS/PA	\$10,801.60, \$5,684.67, \$850.00, \$23,297.17
BCDJFS/Children Services	\$26,862.29, \$28,509.12, \$1,993.71
Engineer's MVGT	\$29,436.27
Oakview Juvenile Rehab District	\$284.35

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE OAKVIEW JUVENILE
REHABILITATION DISTRICT S30

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfers within fund for the Oakview Juvenile Rehabilitation District Fund S30.

FROM	TO	AMOUNT
S030-S54 Food	S330-S66 Salaries	\$472.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF GRANTING
PERMISSION FOR WILLIAM EDDY,

LOSS CONTROL COORDINATOR, TO TRAVEL

Motion made by Mr. Probst, seconded by Mr. Thomas granting permission for William Eddy, Loss Control Coordinator, to travel to Bellville, Ohio on April 19, 2002 for the County Loss Control Coordinators Spring Meeting. Estimated expenses are \$25.00.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

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

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

GENERAL FUND

Monies paid into A213-C00 Intense Probation Fee/Jan, February and March 2002-\$3,816.00

Juvenile Court Magistrate/CSEA IV-D/Sept 2001 through January 2002-\$47,473.28

Sheriff Department/insurance check reimbursement paid into A045-Q00 on March 27, 2002-\$517.80

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING
INTO AGREEMENT FOR BRIDGE INSPECTION
SERVICES/ENGINEER'S**

Motion made by Mr. Probst, seconded by Mr. Thomas to enter into the following agreement with Street Engineering & Surveying on behalf of the Belmont County Engineer's Department for consulting services for full bridge inspection for Belmont County in 2002.

AGREEMENT

This agreement entered into at St. Clairsville, Ohio this 5th day of April, 2002, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and **Street Engineering & Surveying**, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 68377 Stewart Drive, St. Clairsville, Ohio 43950, WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I-WORK DESCRIPTION

The Consultant agrees to provide a full bridge inspection program for Belmont County in 2002 including:

1. Physical inspection of each of the 295 structures listed on the County's inventory and the completion of the ODOT BR-86 inspection form for each bridge inspected.
2. Notification to the County Engineer where rapid deterioration or dangerous conditions exist so that necessary action can be taken.
3. Cross-checking of the new 2002 inspection information with the 1999 BR-86 reports, after inspection to identify significant changes in condition which would signal rapid deterioration of a bridge.
4. Revision of structure inventory information using ODOT BR-87 Bridge Inventory Forms where repairs, rebuilding or replacement of a structure since the previous inspection has occurred.
5. Recalculation or reevaluation of bridge load capacity ratings where needed because of changes to the structure or other reasons such as deterioration.
6. Submit completed forms along with a summary report to the County at approximately two month intervals. The report will outline problem areas encountered and the general condition of the bridges.
7. Provide color photographs of serious conditions or rebuilt bridges. Also, provide 2 digital photos of each structure, one photo looking along the length of the bridge and one photo perpendicular to the bridge.
8. Submit a written description of major defects to the county of all bridges with major defects or bridges receiving a BR-86 overall rating less than 5.

CLAUSE II-WORK SCHEDULE

The Consultant agrees to begin immediately upon authorization to proceed. The work will be completed by a date such that the County Engineer may meet the requirements for submittal to the State.

CLAUSE III-PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the work specified in this Agreement as follows:

Compensation based upon the work performed for a LUMP SUM PRICE not to exceed **Twenty Four Thousand Seven Hundred Dollars-\$24,700.**

Partial payments, based upon percentage of work completed will be invoiced by the Consultant approximately at 20% completion intervals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the Consultant and the signatures of the Board of County Commissioners.

Witness: Brian Lawver? /s/

STREET ENGINEERING & SURVEYING
By: William Street /s/
Title: Owner

Witness: Darlene Pempek /s/

THE COUNTY OF BELMONT
By: Charles R. Probst, Jr. /s/
Mark A. Thomas /s/

Approved as to form.
Date April 3, 2002

Prosecuting Attorney
Robert Quirk /s/

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING
AMENDMENT TO IV-D SERVICE CONTRACT
FOR THE JUVENILE COURT MAGISTRATE/BCDJFS/CSEA**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve an Amendment to the Juvenile Court Magistrate's IV-D Contract on behalf of Belmont County Department of Job and Family Services. This amendment is due to the volume of work being generated as well as a correction to the way that cases or units of service have been reported. This amendment allows for changes in the number of Title IV-D units being purchased, the unit rate being charged, and the overall cost of the contract.

Per unit rate adjusted from \$240.64 to \$206.82
Maximum # of units purchased adjusted from 300 to 500

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADVERTISING
REQUEST FOR STATEMENT OF QUALIFICATION
FOR PROFESSIONAL ENGINEERING SERVICES/SANITARY SEWER**

Motion made by Mr. Thomas, seconded by Mr. Probst to advertise for the Statement of Qualifications for Professional Engineering Services for future projects for the Belmont County Sanitary Sewer District as follows:

PUBLIC ANNOUNCEMENT

REQUEST FOR STATEMENT OF QUALIFICATION FOR PROFESSIONAL ENGINEERING SERVICES

The Belmont County Board of Commissioners currently intend to **provide Sanitary Sewer Services, with appurtenances, for the residents in the Neffs, St. Joe and State Route 149 area of Belmont County that is not served by a public community sewer system.**

Engineering firms interested in and capable of providing the required service should reply with a statement of professional qualification to the Board of Commissioners by 10:00 A.M., local time, on Friday, May 22, 2002. The qualification statement should include and provide information regarding the engineering firm's history, education, engineering experience of the firms owners, regular technical personnel, current full time engineering staff, educational background of staff members, firm's designing experience of similar projects, intention of utilizing non-staff engineers, utilization of consulting firms for specialized areas, equipment, facilities, letters of reference from previous work from other public entities, and details of past performance with any Belmont County Civil Engineering Projects.

Five copies of the qualifications will be submitted to the Belmont County Board of Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.

As promulgated by the Ohio Revised Code, responding firms will be evaluated, and ranked in order of their qualification. The Belmont County Board of Commissioners will enter into contract negotiations with the most highly qualified and appropriate firm following the evaluation. The Board of Commissioners may reject any and all qualification of professional statements and authorize another public announcement for engineering services for the Sanitary Sewer Project.

The preliminary project description and scope of work are as follows, but not limited to the following:

1. Study the Neffs, St. Joe, Quincey and State Route 149 Areas for the installation of a sanitary sewer system.
2. Evaluate the most cost effective system of the area mentioned.
3. Write and secure grant proposals that may be applicable to the project from Federal, State and private services.
4. Evaluate consumer sewer service cost.

5. Design the most economical sewer system, with appurtances, appropriate for the area.
6. Connect the designed system of the area to the existing sewer force main that currently exists in the area.
7. Develop and submit all Ohio EPA permits for the project.
8. Provide all necessary bidding documents for the project and evaluate construction bidding.
9. Provide construction engineer services during construction.
10. Provide construction inspection during construction of the sewer project.
11. Provide detailed monthly engineering and contractor pay schedules.

The Board of Commissioners recommends that each engineering firm tour the area prior to submitting qualifications.

If you have any questions concerning the project, please contact Mr. David Grum, Commissioners Water and Sewer Projects Consultant, at (740) 699-2155.

By order of the
 BELMONT COUNTY BOARD OF COMMISSIONERS
Darlene Pempek /s/
 Darlene Pempek
 Clerk, Belmont County Commissioners

Times Leader: Advertise: April 10, 2002, and April 17, 2002

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING
 INTO AGREEMENT WITH DAVISON ELECTRIC CO., INC.
 FOR ELECTRICAL UPGRADE OF ADULT TRAINING CENTER/
 BETHESDA SATELLITE BUILDING**

Motion made by Mr. Probst, seconded by Mr. Thomas to enter into the following contract with Davison Electric Co., Inc. for the electrical upgrade of the Adult Learning Center located in the Bethesda satellite building.

**STANDARD FORM OF AGREEMENT BETWEEN
 OWNER AND CONTRACTOR
 Where the basis of payment is a
 STIPULATED SUM
 1987 EDITION**

AGREEMENT made as of the TWENTY-NINE day of MARCH in the year of TWO THOUSAND TWO

BETWEEN the Owner: BOARD OF COMMISSIONERS
 (Name and address) BELMONT COUNTY COURTHOUSE
 ST. CLAIRSVILLE, OH 43950

and the Contractor: DAVISON ELECTRIC CO., INC.
 (Name and address) 15 SOUTH 5TH STREET
 MARTINS FERRY, OH 43935

The Project is: ELECTRICAL UPGRADE
 (Name and address) ADULT TRAINING CENTER
 BETHESDA, OH 43719

The Architect is: WILLIAM HOOKER AIA
 (Name and address) 243 Harbel Drive
 ST. CLAIRSVILLE, OH 43950
 OHIO CERTIFICATE #3781

**IN THE MATTER OF ENTERING
 INTO AGREEMENT WITH DAVISON ELECTRIC CO., INC.
 FOR ELECTRICAL UPGRADE OF ADULT TRAINING CENTER/
 BETHESDA SATELLITE BUILDING (cont'd)**

The Owner and Contractor agree as set forth below.

**ARTICLE 1
 THE CONTRACT DOCUMENTS**

The Contract Documents of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2
 THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of

others, or as follows:

THE CONTRACTOR SHALL EXECUTE THE ENTIRE WORK

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is started below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than *(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated in the Contract Documents.)*

45 DAYS, SUNDAYS AND WHOLE HOLIDAYS NOT INCLUDED

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4

CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Nine Thousand Nine Hundred Thirty-Five Dollars (\$9,935), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the number or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

BASE BID	\$7560
ALTERNATE 1	2375
CONTRACT SUM	\$9935

4.3 Unit prices, if any, are as follows:

NA

ARTICLE 5

PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the **TWENTIETH** day of a month, the Owner shall make payment to the Contractor not later than the **TWENTIETH** day of the **NEXT** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of **TEN** percent (**10%**). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **TEN** percent (**10%**);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to **NINETY** percent (**90%**) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9

ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1. The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201 1997 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages
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9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3 and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
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THE SPECIFICATIONS ARE INCLUDED ON THE DRAWING

9.1.5 The Drawings are as follows, and are dated _____ unless a different date is show below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
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1	MAIN FLOOR PLAN, POWER RISER, DIAG, SCHED	2/02
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9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
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NA

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contact Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder t the Owner.

OWNER	CONTRACTOR
<u>BELMONT COUNTY COMMISSIONERS</u>	<u>DAVISON ELECTRIC CO., INC.</u>
<u>Charles R. Probst, Jr. /s/</u>	<u>David DeFelice /s/</u>
<u>Mark A. Thomas /s/</u>	

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

IN THE MATTER OF DISCUSSION
RE: COLLAMORE GROUP, REPORT/ BELMONT SENIOR SERVICES

Commissioner Thomas stated the final report from the Collamore Group on Phase One of its study on the Belmont Senior Services Inc., is ready to be distributed for those in the public who wish to have a copy. Commissioner Thomas continued, "The Commissioners are still digesting that report, and will have comment on it as early as next week, as to some of the results of the contract and what the Board intends to do as the next step, if you will, to ensure that the services that the seniors are presently receiving in this county will continue uninterrupted, and also to ensure that the residents of this county are satisfied to the degree that they can be satisfied, that the agency is running efficiently, properly, and under the guise of Ohio and Federal statutes."

Commissioner Thomas assured the public that the meeting would include an open public forum allowing the public an opportunity to discuss this report. He stated, "I thank the public for their patience and understanding. Realizing that it took maybe a little longer than some people thought it should have taken. That wasn't a major concern of mine, because I wanted the report to be done as efficiently and as properly as possible. With the facts coming out however they came out, to ensure that the services continue. Because that is this board's primary concern, that the services continue. We will certainly deal with some of the recommendations. This is not going to end the issues with the Committee on Aging. The Commissioners will ensure that we have not only the public understanding where we are going with this, but their satisfaction that their tax payer dollars are being spent properly."

Commissioner Probst stated, "As Commissioner Thomas said, we are still digesting the report. Just as soon as we finish with that, and have an opportunity to discuss it, we will be issuing statements at that time." When questioned by the media as to the date of the meeting, Commissioner Thomas stated, "As soon as next week. We have to make sure we have a complete understanding of where the Commissioners are going to go. We will have some semblance of a release to give as soon as next week." He continued that it may be a verbal or a written press release. In regards to the tone of the upcoming meeting, Commissioner Thomas stated, "I would ask that persons that want to comment on the report, please call and get on the agenda, only to have some uniformity and efficiency with the way the meeting is going to be run. I am sure there will be a few people who will want to comment. This is a matter of an efficient, orderly meeting, with one person speaking at a time. Again, the situation being that we want to have people making their comments, which the Commissioners will gladly listen to, but also it's a matter of once those comments are made, we move forward to continue working on a plan of action to accommodate all the issues that I previously mentioned."

IN THE MATTER OF ADJOURNING
COMMISSIONERS' MEETING AT 9:50 A.M.

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn the meeting at 9:50 A.M.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

Read, approved and signed this 10th day of April A.D., 2002.

_____ COUNTY COMMISSIONERS

Ryan E. Olexo, absent

We, Mark A. Thomas 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