

St. Clairsville, Ohio

April 23, 2003

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Charles R. Probst, and Ryan E. Olexo Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of April 16, 2003, 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**

**"BILLS ALLOWED"**

**AS CERTIFIED IN THE AUDITOR'S OFFICE.**

The following bills having been certified in the Auditor's office, on motion by Mr. Olexo, seconded by Mr. Thomas 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
Wilson Funeral Home	Indigent burial-General	750.00
Randy L. Marple, Clerk of Courts	Dist 3 meeting/Ohio Clk of Cts-General	90.00
Mark Thomas, Commissioner	Reimburse mileage-General	105.00
Kristi Lipscomb, Court Reporter	Typed transcript-General	63.75
Wendy Gary	Reimburse mileage-General	30.24
Dish Network	Network service/EMA-General	24.75
Manatron	Maintenance/Auditor-General	7,926.78
Belmont Co. Dept. of Job & Family Service	May mandated share/PA Grants-General	28,573.08
Paul B. Jefferis	Misc. attorney fees-General	1,529.26
Ohio Dept. of Job & Family Service	1 <sup>st</sup> Qtr 2003 report-General	36.00
County Engineer Assoc. of Ohio	Conference/Larry Craig, Auditor's-General	60.00
Columbia Gas	Service/Bethesda Building-General	1,237.48
Mark H. Fry	May mileage-General	304.00
B-Columbus Serum Company	Medical supplies-Dog Kennel	435.83
Belmont Count Sanitary Sewer	Service-Dog Kennel	85.30
H-Holiday Inn Dayton Mall	Reservation/Samantha Carroll-Litter Control	413.40
Viking Office Products	Supplies-Litter Control	748.38
S-Beth Andes, MS, PCC	Consultants-BHJD Who I Am Program	1,400.00
Sargus Juvenile Center	Supplies-BHJD PRC Grant	132.01
National City	Activities-BHJD Who I Am Program	100.16
Speedway SuperAmerica, LLC	Gasoline/E. Gorence-Common Pleas Grant	75.73
Ohio Judicial College	Registration fee/Charlene Baker-Eastern Court	150.00
Diane Day, Court Reporter	Reporting fee/ 4/15/03-Western Court Spec Projects	75.00
Belmont Senior Services	April 2003/2 <sup>nd</sup> billing-In Home Care Levy	3,285.98
Belmont Senior Services	Feb 2003/8 <sup>th</sup> billing-In Home Care Levy	28,161.09
W-Reliable Office Supplies	Supplies-Victim Assistance	330.31
Cheri L. Westlake	Mileage-Prosecutor Victim Assistance	148.68
Y-Health Assurance HMO	May premium-Insurance	56,862.02
Health Plan	May premium-Insurance	104,528.93
Health Assurance PPO	May premium-Insurance	135,894.40

**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 April 23, 2003 as follows:

<b>FUND</b>	<b>AMOUNT</b>
GENERAL	\$2,696.54, \$11,665.57, \$2,139.08
GENERAL/SHERIFF'S	\$696.93, \$1,212.03, \$3,869.30, \$3,468.29
GENERAL/ATTORNEY FEES	\$3,469.76
GENERAL/9-1-1	\$4,539.61
GENERAL/EMA	\$573.47
GENERAL/CHEST CLINIC	\$279.71
9-1-1	\$1,633.87
COUNTY HOME	\$7,793.06
BCDJFS/PA	\$74,670.32
LITTER CONTROL	\$1,230.17
JUVENILE COURT PLACEMENT	\$932.20
N-OAKVIEW JUV REHAB/NEW CONSTRUCT	\$162,937.00
P-EASTERN SATELLITE	\$108.85
OAKVIEW ADMIN BUILDING	\$744.96
S-OAKVIEW JUV REHAB/AMERICORP	\$254.72
OAKVIEW JUVENILE REHAB DISTRICT	\$1,269.31
DISTRICT DETENTION HOME	\$565.54
SHERIFF'S COMMISSARY	\$24.60
CERTIFICATE OF TITLE ADMIN	\$169.17
T-BCDJFS/JOB TRAINING	\$3,951.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**

**WITHIN FUND FOR THE BHJD GENDER SPECIFIC GRANT FUND S36**

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the following transfers within fund for the BHJD Gender Specific Grant Fund S36.

FROM	TO	AMOUNT
S036-S07 Workers Comp	S036-S09 PERS	\$320.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND**

**FOR THE BELMONT COUNTY GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfer of funds as follows for the General Fund:

FROM	TO	AMOUNT
A101-A12 Computer	A206-A03 Housing of Prisoners	\$4,815.00
A101-A12 Computer	A306-F08 Other Expenses/EMA	5,000.00
A101-A12 Computer	A401-A11 Other Expenses	1,700.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN**

**THE BELMONT COUNTY GENERAL FUND**

**FOR THE COUNTY COURTS PROBATION OFFICER**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within the General Fund for the County Courts Probation Officer.

A002-H06 Other Expenses	A002-H03 PERS	\$1,600.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS**

**WITHIN FUND FOR THE OAKVIEW JUVENILE REHAB DISTRICT S30 FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer within fund.

FROM	TO	AMOUNT
S030-S40 Grant Holding	S030-S01 Salaries	\$3,700.00
S030-S15 Indirect	S030-S01 Salaries	7,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**

**WITHIN FUND FOR THE RECYCLING AND LITTER PREVENTION FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the Belmont County Recycling and Litter Prevention Fund H50.

FROM	TO	AMOUNT
H050-H02 Salaries	H050-H10 PERS	\$1,000.00

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 BCDJFS PA FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the BCDJFS Public Assistance Fund H00.

FROM	TO	AMOUNT
H000-H07 Purchase of Services	H100-H13A Unemployment	\$10,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN THE COMMON**

**PLEAS COURT COMMUNITY BASED CORRECTIONS ACT GRANT S77**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within the Common Pleas Court Comm. Based Corrections Act Grant Fund S77 as follows:

FROM	TO	AMOUNT
S077-S06 Equipment	S077-S01 Salaries	\$1,616.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN THE COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS ACT GRANT S77**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within the Common Pleas Court Comm. Based Corrections Act Grant Fund S77 as follows:

FROM	TO	AMOUNT
S077-S06 Equipment	S177-S02 PERS	\$1,313.79

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE SPECIAL EMERGENCY PLANNING FUND-LEPC P90**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer within the LEPC P90 fund.

FROM	TO	AMOUNT
P090-P01 Supplies (LEPC)	P090-P08 PERS	\$171.21

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of February 26, 2003.

**GENERAL FUND  
Magistrate/Common Pleas**

A002-B25	\$5,109.19
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE S95 COMMON PLEAS COURT COMPUTER FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of January 03, 2003.

**S95 COMMON PLEAS COURT COMPUTER FUND**

S095-S03 Other Expenses	\$255.55
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY PROSECUTING ATTORNEY'S W80 VICTIM WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of April 23, 2003.

**W080 Prosecuting Attorney Victim Witness Assistance Program Fund**

W080-P05 PERS	\$ 255.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT HARRISON JUVENILE DISTRICT S33 DISTRICT DETENTION HOME FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of April 23, 2003.

**S033 District Detention Home**

S033-S33 Salaries	\$27,590.53
S033-S44 PERS/STRS	20,000.00
S033-S47 Hospitalization	10,000.00
S033-S48 Unemployment	2,000.00
S133-S48 Medicare	2,000.00
S033-S60 Supplies G/S	170.00
Total this appropriation	\$61,760.53

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE OAKVIEW JUVENILE REHABILITATION DISTRICT'S  
N20 OAKVIEW RESIDENTIAL CENTER AND; S30 OAKVIEW JUVENILE REHAB FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of April 16, 2003.

**N020 Oakview Juvenile Rehabilitation Center Fund**

N020-N02 Architect	\$16,000.00
N020-N04 General Contractor	347,994.92
Total this appropriation	\$363,994.92

**S030 Oakview Juvenile Rehabilitation Fund**

S030-S01 Salaries	\$1,440.00
S030-S04 Food	304.70
S230-S16 Hospitalization	491.29
Total this appropriation	\$2,235.99

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR BELMONT COUNTY ENGINEER DEPARTMENT  
N02 BUILDING CONSTRUCTION FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of January 3, 2003.

**N002 County Engineer Building Construction Fund**

N002-N05 Other Expenses	\$9,051.74
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 23, 2003.

**GENERAL FUND  
Sheriff Office**

A706-A14 Clothing	\$7,950.00
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Bulletproof Vest Reimbursement

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 23, 2003.

**GENERAL FUND  
Emergency Management Agency**

A306-F08 Other Expenses	\$144.30
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 23, 2003.

**GENERAL FUND  
Juvenile Court**

A012-C20 Other Expenses	\$3,285.23
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IV-D Service Contract February 2003

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 23, 2003.

**GENERAL FUND  
Common Pleas Court/Probation**

A102-B10 Intense Probation	\$11,869.15
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January, February and March 2003 probation supervisory fees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE DOG AND KENNEL FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 3, 2003.

**DOG AND KENNEL FUND**

B000-B08 PERS \$3,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Olexo, seconded by Mr. Probst granting permission for county employees to travel as follows:

Larry Craig, Auditor's Office to Columbus, OH on May 6-7, 2003 for Ohio Tax Map Conference. Estimated Expenses: \$250.00

Don Pickenpugh, GIS Director to Mt. Sterling, OH on May 15-16, 2003 for Intelligent Land Record Management Conference. Estimated Expenses: \$275.00

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. Probst, seconded by Mr. Olexo requesting monies be certified by the Budget Commission as follows:

BELMONT COUNTY GENERAL FUND-

\$9,662.43 paid in April 17, 2003/A345-A01-CSEA IV-D Contract/Feb service month/Juvenile Court Magistrate

\$11,869.15 paid into Common Pleas Court Probation Funds/Jan '03-\$2,349.40/Feb '03-\$4,893.15/March '03-\$4,626.60

\$144.33 paid into A045-A00 Refunds & Reimbursements/for EMA April 15, 2003/2 checks \$57.57 and \$86.73

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Thomas, seconded by Mr. Olexo to execute payment of Then and Now Certification dated April 16, 2003 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
FINAL FINANCIAL REPORT FORM FOR  
BEL-HARRISON JUVENILE DISTRICT EQUIPMENT GRANT**

Motion made by Mr. Probst, seconded by Mr. Olexo authorizing Commission President Mark A. Thomas to sign and submit the Final Financial Report Form, Subgrant No.: 2000-JB-001-A203, Subgrant Title: BHJD Equipment, Report Period Ending: 9/30/02 for the Belmont Harrison Juvenile District in the amount of \$17,362.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DISCUSSION HELD  
RE: OPEN PUBLIC FORUM**

Mrs. Dorothy Holmes, resident of the County, stated she and her husband wanted to thank the Board for their assistance in attempting to obtain county water in the Colerain Township area. Commissioner Probst stated, "Mr. and Mrs. Holmes have put in a lot of work into securing petitions for county water for the Colerain Township area. We would like to thank them for all the work they have done in securing those names on that petition. Since that time, the Board has hired an Engineer to do the Engineering Study on the water extensions in that area-Bill Street from Street Engineering. We just informed Mr. and Mrs. Holmes this morning we will be moving forward with that project in the near future. Once the Engineering Study is done, then the project will be going to bid. We are very pleased to announce that today. Many homes in that area are impacted with acid mine drainage getting into their wells and other containments. We felt it was very important to look at that area and supply water there."

**IN THE MATTER OF APPROVING MINUTES  
OF REGULAR BOARD OF COMMISSIONERS' MEETING**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the minutes of the Belmont County Commissioners' regular meeting of April 16, 2003.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUISITION  
FOR BELMONT COUNTY SANITARY SEWER DISTRICT PHASE 2B-  
LAMIRA/LOOMIS WATERLINE PROJECT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the pay requisition for the Belmont County Sanitary Sewer District Phase 2B – Lamira/ Loomis Waterline Project, based upon the recommendation of Keith Bennett, Hammontree and Associates, Project Engineer, David Grum, Project Consultant, and Mark Esposito, Director, BCSSD.

**Hammontree and Associates, LTD in the amount of \$43,129.50.**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS  
FOR BELMONT COUNTY SANITARY SEWER DISTRICT PROJECTS**

Motion made by Mr. Olexo, seconded by Mr. Thomas to advertise for bids for the Belmont County Sanitary Sewer District as follows:

**ADVERTISE FOR BIDS**

It appearing to the Board that it would be to the best interest of the Public to ask and receive bids for various Belmont County Sanitary Sewer District Projects, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Notice to Bidders" as follows:

**NOTICE TO BIDDERS**

**BELMONT COUNTY SANITARY SEWER DISTRICT  
BELMONT COUNTY, OHIO**

Sealed bids for construction of the following contracts:

**Contract 2003-1A - Waterline Extension – For Areas along County Road 78, Township Road 808, Township Road 202, State Route 147, and State Route 149, in Richland Township, Sections 25, 31, 32, and 33; Smith Township, Sections 30 and 36; Goshen Township, Sections 4, 5, 6, 10, 11 and 12; and Union Township, Section 2;**

**Contract 2003-1B – Lamira/Loomis Water Booster Pump Station, located in Smith Township, Section 30;**

**Contract 2003-1C – Two Million Gallon Water Storage Tank, located in Goshen Township, Section 11;**

**Contract 2003-1D, Electrical/Telemetry Work, associated with construction of the Booster Pump Station and the Water Storage Tank;**

Bids will be received by the **BELMONT COUNTY COMMISSIONERS** at the Commissioners' office, Belmont County Courthouse, 101 W. Main St., St. Clairsville, Ohio 43950 until **May 21, 2003** at **11:00 A.M.**, local prevailing time, and then at said office, publicly opened by the Board of Commissioners and read aloud.

The Instructions to Bidders, Form of Bid, Form of Contract, Specifications and Forms of Bid Bond, Performance Bond and Payment Bond may be examined at the following:

1. McGraw Hill Construction, F.W. Dodge Co.  
600 Waterfront Dr., Suite 200  
Pittsburgh, PA 15222-4717
2. McGraw Hill Construction, F.W. Dodge Co.  
1175 Dublin Road  
Columbus, OH 43215-1073
3. Builders Exchange of East Central Ohio  
2521 34<sup>th</sup> Street NE  
Canton, OH 44705
4. Builders Exchange  
981 Keynote Circle, Suite 1  
Brooklyn Heights, OH 44131
5. OVCEC  
21 Armory Drive  
Wheeling, WV 26003
6. Hammontree & Associates, Limited  
5233 Stoneham Road,  
North Canton, OH 44720-1594
7. Belmont County Commissioners  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

Method of Bidding will be as follows:

**CONTRACT 2003-1A - WATERLINE EXTENSION:**

Unit price to construct approximately 57,000 feet of waterline ranging from 6" to 24" in diameter along State Route 147, State Route 149, County Highway 78, Township Road 202 and Township Road 808 in Richland, Smith, Goshen, and Union Townships. This project includes hydrants, valves, and related appurtenances.

**CONTRACT 2003-1B - LAMIRA/LOOMIS WATER BOOSTER PUMP STATION:**

Lump sum contract to construct a Water Booster Pump Station on Plainfield Road (CR 78) in Smith Township, Section 30. This project includes site preparation, building construction and the installation of all related piping, pumps, valves and related appurtenances.

**CONTRACT 2003-1C – TWO MILLION GALLON WATER STORAGE TANK:**

Lump sum contract to construct a two million-gallon welded steel water storage tank (standpipe) in Goshen Township, Section 11, along State Route 147. This project includes the site preparation, tank construction, painting, and installation of all related piping, pumps, valves and related appurtenances.

**CONTRACT 2003-1D – ELECTRICAL/TELEMETRY WORK:**

Lump sum contract for the electrical work and telemetry equipment (SCADA) necessary for the construction of Contract 2003-1B, Lamira/Loomis Water Booster Pump Station, and Contract 2003-1C, Elevated Water Storage Tank.

Bidding Documents may be obtained from the office of Hammontree & Associates, Limited, 5233 Stoneham Road, North Canton, OH. 44720-1594. Telephone (330) 499-8817.

Bidder(s) may bid any one or more Contracts. Each contract will be awarded separately.

A payment will be required for the Bidding Documents. Two options are available as follows:

<b>Individual Contract Plan Sets &amp; Specifications</b>	<b>\$80.00 (No Refund)</b>
<b>All Four Contract Plan Sets &amp; Specifications</b>	<b>\$150.00 (No Refund)</b>

The above stated payment is required before the documents can be made available.

The owner reserves the right to waive any informalities or to reject any or all bids.

**Said Contract will be let to the lowest and best responsible Bidder in accordance with the Resolution adopted by the Belmont County Board of Commissioners listing bidding factors. The Owner reserves the right to award a contract to that Bidder which is in the best interest of the County.**

**Bidders must comply with the following:**

- A. **“Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.”**
- B. **A Resolution passed by the Belmont County Board of Commissioners on March 16, 2001, entitled, “Protecting Our Workers and to Take All Necessary Measures to Halt the Injurious Dumping of Foreign Steel in Belmont County Ohio.” Copies of this resolution may be obtained from the Clerk of the Board of Commissioners.**

Each Bidder must submit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. This project requires a 100% security amount.

Each bidder must complete Exhibit A of the bidding documents in its entirety. Bids received without complete answers to the fifteen questions will not be accepted.

All work done under this contract shall be subject to all State requirements concerning the payment of prevailing wage rates.

No Bidder may withdraw his bid within **60 days** after the actual date of the opening thereof.

By order of: BELMONT COUNTY COMMISSIONERS  
Darlene Pempek /s/  
Darlene Pempek, Clerk

Address for Bids: Belmont County Commissioners  
Belmont County Courthouse  
101 W. Main Street  
St. Clairsville, OH. 43950

**Times Leader-Adv. (3) Mondays April 28, 2003; May 5, 2003; May 12, 2003**

Upon roll call the vote was as follows:

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

#### **UNDER DISCUSSION**

Commissioner Olexo explained about the property that was recently obtained through eminent domain. He stated, “This is a large waterline expansion from Plainfield Road down through Lamira/ Loomis to State Route 147. This will fortify water for further expansion towards the Centerville area. It will give us the ability to serve more residents. One tank is now continually being over used.” Mr. Louis Johnson asked if funding for this project was already secured. Commissioner Olexo stated it was secured in the previous year, “It was bonded last year. Those contracts are all going out as one project that was bonded out last year to be done at a later date.” Commissioner Thomas then added, “This is a huge project for the county, not only in the short term and how it will affect those areas, but also the southern part of Belmont County, southeast down below into Mt. Victory Road, which is an area we have been looking at for awhile. This is the first phase for us, to try to secure some funding in the future to water those areas of Belmont County that many, many years ago probably, elected officials and residents thought would never be able to be done. Although we don’t have secured funding for it to be done, it certainly will help by having this storage tank available once it is built, to continue the project. Very exciting.”

Commissioner Olexo stated this will give the County the ability to serve almost three hundred residents just with this one project. He continued. “ It gives us the ability to serve thousands of more residents between, as was mentioned, Mt. Victory Road. We have multiple residents who are already on this system who would be in jeopardy if there would be fire emergencies and the tank runs low enough that these people notice a change in pressure. It affects not only the current customers, but future customers as well. This is a very large project.”

Mr. Frank Shaffer, resident in attendance noted, “This is the southern part of the county. The whole southern part of the county is without water, except for some municipalities. It would aid a lot of rural residents water who desperately need it. It is also an expansion in as far as I think you will find new residents will locate there, which will in turn bring in more revenue than what you are anticipating.” Commissioner Probst stated this would be a massive opportunity for the southern part of the county.

Commissioner Olexo stated, “ This is fifty seven thousand feet of waterline approximately. It’s a booster station and it’s a two million gallon storage tank; approximately ten miles. That makes it a very substantial project.” He added that this is the largest water project the current Board has undertaken. He continued, “Part of it will be constructed as a twenty-four inch transmission line that will connect into our twenty-four inch line that we have currently near the Industrial Park. It will in fact give us a twenty -four inch line from Ohio River out to the Industrial Park, which was done in past years, and will go down into Loomis and Lamira area and pumped up to 147. Again, not only is it to serve the customers who are already there, this is for the future of the County. This isn’t a project that is just done on a whim, it is a project that has been needed to be done for many, many years.”

Commissioner Probst stated, “In years past, the Commissioners have recognized this need. We are continuing our commitment with the quarter percent sales tax. Just keep in mind, people that shop in our malls, in our county, approximately about seventy percent of those people are not from Belmont County. We have people shopping in our malls providing the sales tax so we are able to do these projects from outside the county. We will continue to do that.”

#### **IN THE MATTER OF APPROVING PAY REQUISITION NO.3 FOR THE SANITARY SEWER DISTRICT BROOKS RUN/WILLIAMS CREEK WATERLINE PROJECT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the pay requisition Number Three for the Belmont County Sanitary Sewer District Brooks Run/ Williams Creek Waterline Project, based upon the recommendation of Keith Bennett, Hammontree and Associates, Project Engineer, David Grum, Project Consultant, and Mark Esposito, Director, BCSSD.

**Glen James and Sons in the amount of \$26,912.27.**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDERS  
FOR THE OAKVIEW JUVENILE RESIDENTIAL CENTER PROJECT**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following change orders for the Oakview Juvenile Residential Center Project, as submitted and approved by Mr. Danny Popp, DDP and Associates, Project Manager, and URS, Project Architect as follows:

- **E-06 Davison Electric Company in the amount of \$68,934.00**
- **G-10 Colaianni Construction, Inc. in the amount of \$24,050.00**
- **M-06 Power City Plumbing and Heating, Inc. in the amount of \$1,645.00**

Upon roll call the vote was as follows:

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

**UNDER DISCUSSION**

Mr. Chad Sokolowski, Director, Oakview Juvenile District, was present to provide explanations in regard to the change orders. He stated, "I would like to thank Commissioner Probst for coming to the last two construction meetings, and assisting us with some of the change orders we have had, and for keeping your Board up to date; it has assisted us in our process. On behalf of our six executive judges, I would like to thank you and the Board for your assistance with our project. You have been very supportive. What you have before you are three change orders, one for the general contractor, one for Davison Electric, and one for Power City Plumbing. It looks like there are about ten that are included dating back to December 2002. All changes are actually renovations, improvements to the project that we originally had to cut costs, to keep the whole project under budget. So, the ones that are before you are actually where we have gone back and cut. We are now able to add them in as positive changes. They are not cuts or anything that would be detrimental to the project. I can comment on any one of the ten if you have any questions. They range from circuit changes to accommodate a larger generator, all the way up to security revisions and enhancement of security control system in the top part of the building." In response to how the project in whole is coming, Mr. Sokolowski stated, "We are moving along really quite smoothly in anticipation of being finished the first part of August, depending on how the State budget falls and what the Governor is able to do in terms of different state departments. We are hoping for a move in date as early as September, if the budget doesn't fall. That is anticipated, but could be pushed back a little bit. The project, the actual construction, Colaianni has done a very nice job as general contractor. The subs have done a good job as well. I think having Danny Popp on the project as a local representative, since our architect and design firm is out of Columbus, has been a big asset. He has been the go between for us as the owner, Belmont County and the architectural firm in Columbus." Commissioner Thomas stated, "He has done a very good job." Commissioner Probst stated, "I was very impressed when Chad and the architects took me through a few weeks ago. It is a very nice complex. It is laid out to be able to use minimal staffing. That will keep costs at a minimum." Mr. Sokolowski stated they currently employed twenty persons either full /part time or contract employees, and once in the new facility, "the facility will be two and a half times the current size with only twenty extra people needed to get it off the ground."

**IN THE MATTER OF APPROVING PAY REQUISITION NO. 6  
FOR THE SANITARY SEWER DIST. PHASE FOUR-MARTINS FERRY/  
GLENCOE WATERLINE PROJECT**

Motion made by Mr. Thomas seconded by Mr. Olexo to approve the pay requisition Number Six for the Belmont County Sanitary Sewer District Phase Four – Martins Ferry/ Glencoe Waterline Project, based upon the recommendation of Keith Bennett, Hammontree and Associates, Project Engineer, David Grum, Project Consultant, and Mark Esposito, Director, BCSSD.

**Hammontree and Associates in the amount of \$7,042.00.**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO RENEWAL CONTRACT  
WITH EAST OHIO REGIONAL HOSPITAL (EORH) ON BEHALF OF BCDJFS/CSEA**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into a renewal contract with East Ohio Regional Hospital on behalf of Belmont County Department of Job and Family Services CSEA. This contract allows for the collection of blood and saliva samples that are used in DNA testing to determine the paternity of children who are born out of wedlock.

**APPENDIX 1-3**

**IV-D Service Contract**

This agreement made and entered into on the 10th day of April, 2003 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and East Ohio Regional Hospital, a Provider of service (hereinafter referred to as "Provider"). Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement.

1. **Purchase of Services:** Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
2. **Purpose:** The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative, comprehensive county plan for effective enforcement of child support.
3. **Contract Period:** This agreement will be effective from **May 1, 2003** through **April 30, 2004**, inclusive unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.
4. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	AMOUNT	SOURCE
Nonfederal Matching Funds	\$650.00	Incentive and State Subsidy
Federal Matching Funds	\$5,850.00	Incentive
Total	\$6,500.00	

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 60.00 per **Hour** for provision of service.

6. **Fees:** If applicable, shall be charged as detailed in Exhibit I.

7. **Eligibility for Services:** Current and past public assistance recipients or those who have completed a IV-D application form.

8. **Payment for Purchased Services:** The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.

9. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of its liability under this agreement. Provider is responsible for making direct payment for such services.

10. **Termination:**

(A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.

(B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.

(C) Notwithstanding Sections (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.

(D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and/or nonfederal funds are no longer available, or later as stipulated by the CSEA, and all reimbursement to the Provider will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.

(F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.

11. **Independent Contractors:** Providers, agents, and employees of the Provider, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.

12. **Duplicate Billing:** Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.

13. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.

14. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

15. **Availability and Retention of Records:** Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. 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.

16. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the agreement.

17. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.

18. **Equal Employment Opportunity:** In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

19. **Indemnity and Insurance:** (when applicable)

(A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.

(B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individual against reasonable foreseeable torts which could cause injury or death.

20. **Monitoring and Evaluation:** The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.

21. **Accessibility of Program to the Public:** The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

22. **Out-of-County and Out-of-State Cooperation:** The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.

23. **Amendment of Contract:** This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

Child Support Enforcement Agency

Belmont County

Authorized CSEA Representative's Signature

Dwayne Pielech per Tom King/s/

4/11/03

Authorized Provider Representative's Signature

Brian N. Felici /s/

4/1/4/03

Authorized Provider Representative's Title

President & CEO

Provider's Street address

Upon roll call the vote was as follows:

90 N. 4<sup>th</sup> St.

Provider's City, State, zip

Martins Ferry, OH 43935

County Commissioner's Signature

Ryan E. Olexo /s/

Charles R. Probst, Jr. /s/

Mark A. Thomas /s/

Date

4/23/03

4/23/03

4/23/03

Mr. Thomas Yes

Mr. Probst Yes

Mr. Olexo Yes

**IN THE MATTER OF ENTERING INTO RENTAL CONTRACT  
WITH PITNEY BOWES/POSTAGE EQUIPMENT/EASTERN DIVISION COURT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into a Sixty (60) month rental contract with Pitney Bowes on behalf of the Belmont County Eastern Division Court.

*Eastern Division Court is currently using Pitney Bowes equipment that has been in use since 1989 and was recently decertified by the US Postal Service. This contract is for a replacement of that equipment with USPS certified equipment, free maintenance, free rate updates, no postage reset fee, and no increase on rental/lease amounts for the term of the agreement.*

**\$51.00 for 60 months/ no reset charges**

**Currently paying \$121.00 quarterly – and additional reset charges**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN BELMONT COUNTY COMMISSIONERS AND MUNICIPALITIES  
RE: OHIO EPA PHASE II PROGRAM AND COORDINATION/STORMWATER MANAGEMENT PLAN**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into a Memorandum of Understanding regarding the Ohio EPA NPDES Phase II Program and Coordination by and between the Belmont County Commissioners and the following Municipalities: Village of Bellaire, Village of Bridgeport, Village of Brookside, City of Martins Ferry, City of St. Clairsville, Village of Shadyside, Colerain Township, Mead Township, Pease Township, Pultney Township, and Richland Township.

**MEMORANDUM OF UNDERSTANDING  
REGARDING OHIO EPA NPDES PHASE II PROGRAM AND COORDINATION WITH  
Belmont County Commissioners & the following Municipalities:  
Village of Bellaire, Village of Bridgeport, Village of Brookside,  
City of Martins Ferry, City of St. Clairsville,  
Village of Shadyside, Colerain Township, Mead Township, Pease Township, Pultney Township and Richland Township**

This Memorandum of Understanding (MOU) is entered into this 23<sup>rd</sup> (day) of April (Month) 2003, between the County Commissioners of Belmont County, the Mayors for the Cities and Villages of St. Clairsville, Martins Ferry, Bellaire, Bridgeport, Brookside and Shadyside, and by the Trustees of Colerain, Mead, Pease, Pultney, and Richland Townships. Throughout the MOU, Municipalities will refer to all of the regulated entities listed above.

**Section A**

The purpose of this memorandum is to acknowledge certain duties undertaken by the Municipalities in fulfillment of a permit from the Ohio Environmental Protection Agency (OEPA). The permit authorizes the discharge of storm water from Municipal Separate Storm Sewer Systems (MS4), and defines the role of the County Commissioners Office in assisting the Municipalities to fulfill those duties. The parties to this MOU recognize the following:

1. The Belmont County Commissioners Office is the Agency, under rules duly adopted pursuant to Section 307.79 of the Ohio Revised Code (ORC), who has jurisdiction to administer regulations pertaining to storm water management and sediment control in Belmont County.
2. The Municipalities which are not within the limits of a municipal corporation and are located in Belmont County. Therefore, these Municipalities are under the jurisdiction of the County Commissioners under Section 307.79 of the ORC, with respect to storm water management and sediment control issues in Belmont County.
3. Each Municipality and Township is a community that is required to obtain a permit from Ohio EPA under General NPDES Permit No.: OHP100000 for storm water discharges from its municipal separate storm sewer system (MS4), as defined in the permit.

**Section B**

Under this MOU, the Municipalities agree to the following:

1. Each Municipality will use its best faith efforts to provide the Belmont County Commissioners information about its obligations under the permit, issues pertinent to storm water management, and the plans, programs, and resources that it has committed to fulfilling its obligations under the permit.
2. Each Municipality's permit obligations are solely its responsibility and will continue in accordance with the terms of the permit and the identified Best Management Practices outlined in each Municipality's Storm Water Management Plan, whether or not the Municipality receives services or advice from the Belmont County Commissioners office in fulfillment of its permit obligations.
3. Each Municipality understands that certain services and materials contained within this MOU may require that financial support be provided from the Municipalities.

**Section C**

Under this MOU, the Belmont County Commissioners Office agrees to the following:

1. It will use best faith efforts to collect information, consult with the Municipalities on its program and plans, and assist the Municipalities in fulfilling its obligations under the permit.
2. Any additional costs for specific materials, consulting or programs will be negotiated and accepted by mutual agreement at the time such materials or service are provided. Nothing in the MOU shall be construed to commit the Municipalities to any specific expenditure.

**Section D**

Under this MOU, the Belmont County Commissioners further agree to provide the following services to the Municipalities:

1. **Minimum Control Measures #1 and #2 (Public Education and Outreach, and Public Involvement and Participation):** The Belmont County Commissioners and the Municipalities agree to the following:
  - a. Each Municipality should form a Municipal Storm Water Management Committee, which will include one or more City or Village administrators, or Township Trustees, selected department heads, and a resident. The Municipal Storm Water Management Committee will select a representative from within to also be a member of the Belmont County Storm Water Management Committee.
  - b. Belmont County Recycling and Litter Prevention, Belmont Soil & Water Conservation District (SWCD), Belmont County Township Association (BCTA), and Ohio Township Association (OTA), will provide newsletters and will work with the Municipalities to develop articles to be placed in the newsletter. There will be at least two newsletters per year published by the Belmont SWCD with an article specific to NPDES Phase II. These articles will also be available for use by the Municipalities in its publications.
  - c. The County will update and modify the current webpage, which provides, or will provide, information on Phase II. The County will also provide brochures, flyers, booklets, and other readily available printed materials from time to time.
  - d. The County will help present information on erosion and sediment control and storm water management at no fewer than two (2) public meetings per year in each Municipality, and may participate in additional meetings as requested by the Municipalities or as requested by civic organizations or other Phase II-designated communities in Belmont County. The Belmont County Commissioners participation will include developing presentations and related handouts, and researching and recommending other speakers as dictated by the topic. The Belmont County Commissioners will also notify the Municipalities of meetings outside of the Municipalities and provide information to assist the Municipalities in advertising to its residents. The Municipalities, or sponsoring organizations, will organize and advertise these public meetings.
  - e. The County will, when asked, provide technical advice and participate as appropriate in stream clean-ups, stream monitoring activities, household hazardous waste collection days, city or village days, recycling efforts (County Recycling and Litter Prevention) and similar public events.

2. **Minimum Control Measure # 3 (Illicit Discharge Detection and Elimination):** The Belmont County Commissioners Office will provide the following services:
  - a. Assistance with determining sewer system attributes that need mapped. Each Municipality will provide their current mapping information for coordination of the system inventory and final map development.
  - b. Development of potential regulations to be adopted by the Municipalities which prohibit illicit discharges to the storm sewer system and implementation of enforcement procedures as necessary.
  - c. Develop a Total Maximum Daily Load (TMDL) planning schedule and map to be used to assist when a TMDL watershed is approved in any of Belmont County HUC – 14 digit watershed.
3. **Minimum Control Measure #4 (Construction Site Storm Water Runoff Control):** The Belmont County Commissioners Office will provide the following services:
  - a. Modify/update current subdivision regulations based on both the new OEPA Construction Permit and the OEPA MS4 permit requirements. The Municipalities will need to modify, if necessary, their current zoning resolutions or building department requirements (if applicable) to reflect any changes necessary to continue by reference using Subdivision Regulations.
  - b. Provide materials and training sessions to the each Municipality’s zoning inspector, code inspector, building inspector or other designated personnel on the methods and practices of erosion and sediment control, and the application and enforcement of appropriate regulations.
  - c. Offer continued training on not less than an annual basis to keep designated personnel current on erosion and sediment control practices.
  - d. Assist the Municipalities, as needed in the review of Commercial/Non-residential SWP3 and Erosion/Sediment Control plans.
  - e. Assist the Municipalities in field inspection and verification of compliance with plans with assistance of Belmont County SWCD.
  - f. Develop enforcement regulations in conjunction with the Belmont County Department of Development.
  - g. Belmont County Commissioners, in conjunction with Belmont County SWCD, will continue to review Subdivision Plans. The review will be conducted using the revised Belmont County Subdivision Regulations.
  - h. Develop standards for appropriate on-site (construction site) collection systems or containers for construction debris collection and disposal. Active sites will need to be inspected with assistance from Belmont County SWCD. Develop procedures and standard drawings for construction site ingress/egress during construction.
4. **Minimum Control Measure #5 (Post-Construction Storm Water Runoff Control on New Development and Redevelopment):**
  - a. Belmont County will assist in the preparation and presentation of educational materials, presentations, and training on Post-Construction Storm Water Management. Belmont County will offer materials and training appropriate to landowners, developers, architects, and engineers with the cooperation of the Belmont County SWCD.
  - b. Incorporate Post-Construction Run-off Controls in the revised Subdivision Regulations.
  - c. Assist the Municipalities as needed in field inspection of developments for compliance with regulations and in enforcement actions.
5. Belmont County will cooperate with other providers of services to the Municipalities in fulfillment of permit requirements, including but not limited to the Belmont County Health Department and SWCD.
6. Advise the Municipalities in the preparation of its annual report on progress in meeting the requirements of its Storm Water Management Program, and suggest changes to improve the program.

**Section E**

It is intended by the parties that this MOU clearly express the intentions and understandings of the parties that will govern their best faith efforts to cooperate in the fulfillment of each Municipality’s obligations under the OEPA NPDES Phase II Permit. Nothing herein shall be considered a contractual commitment by either party. Each Municipality’s binding obligations shall be limited to the terms of the permit and to decisions that may be made from time to time by the appropriate officials, acting in according with Ohio law.

**Section F**

This MOU shall be reviewed on an annual basis and shall be modified to the extent necessary each year to effectively meet the goals of each of the parties. Either party may terminate this agreement upon 30 days written notice. Upon termination, the parties will seek to fulfill pending projects and commitments based upon mutual agreement.

This memorandum and the understandings contained herein are hereby voluntarily accepted by the Belmont County Commissioners Office, Cities, Villages, and Townships designated as regulated MS4s.

**Belmont County**

Ryan E. Olexo /s/

County Commissioner

Charles R. Probst, Jr. /s/

County Commissioner

Mark A. Thomas /s/

County Commissioner

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION  
WITH ASSISTANT PROSECUTOR ROBERT QUIRK  
AND CLERK DARLENE PEMPEK AT 10:00 A.M.**

Motion made by Mr. Probst, seconded by Mr. Thomas to enter executive session at 10:00 a.m. with Assistant Prosecutor Robert Quirk and Clerk Darlene Pempek to discuss the upcoming Belmont Senior Services contract renewal upon adoption of the following:

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

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

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

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

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

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

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION  
WITH ASSISTANT PROSECUTOR ROBERT QUIRK  
AND CLERK DARLENE PEMPEK AT 10:23A.M.**

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn executive session at 10:23 a.m. with Assistant Prosecutor Robert Quirk and Clerk Darlene Pempek to discuss the upcoming Belmont Senior Services contract renewal.

Upon roll call the vote was as follows:

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

**NO ACTION TAKEN  
UNDER DISCUSSION**

Commissioner Probst stated although there was no action taken, the purpose for the executive session was to discuss the upcoming contract with Belmont Senior Services, which is up for renewal at the end of the year. Mr. Louis Johnson asked if there currently was a contract, to which the Board responded there was.

**IN THE MATTER OF ACCEPTING UNINSURED/UNDERINSURED  
MOTORIST COVERAGE THROUGH CORSA**

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

**RESOLUTION SELECTING \$250,000 LIMIT  
Uninsured/Underinsured Motorist Coverage**

**IN THE MATTER OF:** Offer, rejection and selection of uninsured/underinsured motorist coverage as part of CORSA 2003 renewal.

**WHEREAS**, the County Risk Sharing Authority (CORSA) is a self-insurance pool for Ohio county government created under Chapter 2744 of the Ohio Revised Code, and

**WHEREAS**, Belmont County is a member of CORSA. As a member, CORSA provides property and liability coverage for Belmont County, including automobile liability coverage, and

**WHEREAS**, CORSA has offered Belmont County uninsured/underinsured motorist (UM/UIM) coverage in an amount equal to the total of the County's auto liability limits and has also offered UM/UIM coverage in amounts less than the county's total auto liability limits, and

**WHEREAS**, CORSA's offer of UM/UIM coverage was made in writing, informed the Belmont County Commissioners of the availability of UM/UIM coverage, set forth the cost of the UM/UIM coverage, included a description of the coverage and expressly stated the UM/UIM coverage limits, and

**WHEREAS**, the Board of Commissioners has carefully reviewed the nature of UM/UIM coverage, the case law in Ohio concerning UM/UIM coverage, the legal obligations of the county, the cost of this coverage, the limits offered, and the interests of Belmont County.

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

**SECTION 1:** That the Board of Commissioners does hereby reject UM/UIM coverage as offered by CORSA in the amount of the county's underlying \$1,000,000 auto liability limit, and

**SECTION 2:** That the Board of Commissioners does also hereby reject UM/UIM coverage as offered by CORSA in the amount of the county's total auto liability limit, and

**SECTION 3:** That the Board of Commissioners does hereby elect to select lower limits and purchase UM/UIM coverage in the amount of \$250,000, and

**SECTION 4:** That this rejection and election shall take effect on May 1, 2003 at 12:01 a.m. with the renewal of the county's coverage with CORSA, and shall remain in effect for the term of Belmont County's membership in CORSA.

Upon roll call the vote resulted as follows:

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

**IN THE MATTER OF ENTERING INTO  
2003 PARTICIPATION AGREEMENT BETWEEN BELMONT COUNTY  
AND COUNTY RISK SHARING AUTHORITY INC (CORSA)**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the **2003 Participation Agreement** between Belmont County and the County Risk Sharing Authority, Inc. (CORSA) effective as of the first day of May 2003 for a three year renewal period terminating April 31, 2006 as follows:

**2003 Participation Agreement**

This Participation Agreement (the "Agreement") is made between the County Risk Sharing Authority, Inc. ("CORSA"), an Ohio corporation not for profit and the **County of Belmont, Ohio** (the "**Member**"), a political subdivision of the State of Ohio, effective as of the first day of May, 2003 but actually executed on the day 23rd day of April, 2003.

**I. RECITALS**

A. The purpose of CORSA are to provide a joint self-insurance pool and to assist members, including the **Member**, to prevent and reduce losses and injuries to Member property and persons and property which might result in claims being made against members of CORSA, including the **Member**, or their employees or officers.

B. Since 1987 CORSA has provided such a pool, of which the Member has been a member, and has offered such assistance. The program so established terminates as of **April 30, 2003**, and the Member wishes to continue to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to continue with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation and Code of Regulations, any member of CORSA against stated liability or loss, to the limit of the financial resources of CORSA. It is the intent of the Member, as a member of CORSA, to have CORSA to provide continuing stability and availability of needed coverages at reasonable costs.

C. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code.

**II. DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the first day of May of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of commercial insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

“Secondary Loss Fund Contribution” shall mean the Member’s share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

“Termination Date” shall mean **April 30, 2006**.

### III. THE MEMBER’S OBLIGATIONS.

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

- A. To pay promptly all annual and supplementary contributions or other contributions to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Trustees. Any delinquent payment shall be paid with interest which will be equivalent to the prime interest rate on the date of delinquency of the bank which invests a majority of the CORSA funds. Payment will be considered delinquent 30 days following the due date.
- B. To designate a voting representative and alternate in accordance with CORSA’s Code of Regulations.
- C. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.
- D. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of loss protection furnished by CORSA.
- E. To cooperate fully with CORSA’s attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposed and powers of CORSA.
- F. To follow the loss reduction and prevention procedures established by CORSA.
- G. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.
- H. To adopt a risk management statement within the parameters set by the Board of Trustees of CORSA.
- I. To maintain an active safety committee or safety coordinator.
- J. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the members’ exposure to accidental loss.
- K. To provide CORSA annually, or more frequently if requested, with information necessary to establish program costs.
- L. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

### IV. CORSA’S OBLIGATIONS.

Subject to the provisions of this Agreement regarding the Member’s withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

- A. To carry out educational and other programs relating to risk management.
- B. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- C. To establish reasonable and necessary loss reduction and prevention procedures to be followed by the members.
- D. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- E. To carry out such other activities as are necessarily implied or required to carry out CORSA’s purposes or the specific powers enumerated herein.

### V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:

- A. A Primary Loss Fund
- B. A Secondary Loss Fund
- C. Insurance coverages

The amounts necessary to fund the Primary Loss Fund and the Secondary Loss Fund will be established annually by the Board, with advice of its insurance and actuarial advisors. The Board also intends to purchase insurance policies to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

### V. MEMBRE’S CONTRIBUTIONS.

The Member’s share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- A. Its Deductible for each loss;
- B. Its annual Primary Loss Fund Contribution;
- C. Its annual Secondary Loss Fund Contribution;
- D. Its annual Insurance Costs; and
- E. Its annual Administration Costs.

The Member understands that the cost components set forth in items a.through e., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost. The Member further understands that its share of the cost has been computed by CORSA’s insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member’s share shall not be computed or applied in a discriminatory manner.

### VII. TRANSFER OF FUNDS FROM EXPIRING PROGRAM

The CORSA self-insurance program which expires as of April 30, **2003** received certain Member equity funds from the program which expired on April 30, **2000** and has generated certain additional Member equity funds, as to which the Member is entitled to a share. The County and CORSA agree to the transfer and application of those Member equity funds as follows:

- a. Loss Fund equity. The Member’s share of any Member equity in the expiring program’s Loss Fund will be transferred to the program established by this Agreement and will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member’s obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member’s share of any such distribution will be in the sole discretion of the Board.

- b. Excess Liability Coverage Equity. (This paragraph b. applies only to counties on whose behalf certificates of participation were issued to fund their excess liability coverage under the expiring program.) The Member’s share of any Excess Liability Coverage equity arising from

the issuance of certificates of participation to fund its excess liability coverage under the expiring program is the property of the Member. However, such Excess Liability Coverage equity will be retained by CORSA so long as is necessary, in the judgment of the Board with the advice of its insurance and actuarial advisors, to provide adequately for claims which were incurred prior to May 1, 1997 but not reported until after such date, and for the payment of claims and debts which were reported and outstanding as of May 1, 1997; and such Excess Liability coverage equity may be retained by CORSA, with the consent of the Member, to further the general purposes and objectives of the program. Subject to the provisions of this Article VII and Article VIII hereof concerning withdrawal from the self-insurance pool, the Member hereby grants its consent to the retention, for the term of this Agreement, of the Excess Liability Coverage equity allocable to it by CORSA in order to further the general purposes and objectives of the program.

From time to time the Board, with the advice of its insurance and actuarial advisors, will conduct an annual review of such outstanding debts and claims, of the actuarial estimates concerning incurred but not reported claims, and of the other programs purposes and objectives which would be furthered by the use of the Excess Liability Coverage equity by CORSA. Following such review, the Board will make a determination as to the amount of Excess Liability Coverage equity which may be released to the Member. As to such Excess Liability Coverage equity, the Board may: (1) distribute such amount to the Member; (2) with the Member's consent, retain such amount for the purposes of the program; or (3) allocate such amount for the purposes set forth in (1) and (2) above, in such proportions as it deems appropriate. The form of any such distribution (e.g., cash distribution or credit against the cost of the program) will be in the sole discretion of the Board.

The Member's share of any such distribution shall be determined by multiplying a fraction, the numerator of which is the total principal amount of certificates or participation issued on behalf of the Member for the purpose of funding its excess liability coverage and the denominator of which is the total principal amount of certificates of participation issued on behalf of all Members for the purpose of funding their excess liability coverage, times the amount of funds to be distributed.

#### VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2003 and shall terminate as of the Termination Date.

The Member, as its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid Primary Loss Fund Contributions of the County through the year expiring on the day preceding the Anniversary Date of withdrawal shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Secondary Loss Fund Contributions through the Termination Date.

(This paragraph applies only to counties on whose behalf certificates of participation were issued to fund their excess liability coverage under the expiring program.) If, upon the Member's withdrawal, CORSA is holding any Excess Liability Coverage equity attributable to the Member and arising from the issuance of certificates of participation on its behalf to fund its excess liability coverage, CORSA shall retain such Excess Liability coverage equity and any investment earnings thereon until the Termination Date. Within thirty (30) days following the Termination Date, CORSA shall pay to the withdrawing Member the Excess Liability Coverage equity attributable to it, but shall not be required to pay any investment earnings accruing to the Member after the date of its withdrawal. If CORSA determines to make a general distribution of any of the principal of said Excess Liability Coverage equity to member counties during the term of this Agreement, CORSA shall distribute the Member's share of such principal to the Member as when it makes distributions of the same to other similarly situated counties which remain members of CORSA; provided that any such distributions to the Member after withdrawal shall be in cash.

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the counties which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all counties which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

#### IX. EXPULSION.

A. By a two-thirds (2/3) vote of the full membership of CORSA, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such meeting, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (I) Failure to make any payments due to CORSA.
- (II) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (III) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (IV) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (V) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (VI) Any other reason permitted by Ohio statute or regulation.

B. The Member may not be expelled except after notice from the Board of the alleged failure along with reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the members before any final decision, which shall be held within fifteen (15) days after the expiration of the time to cure had passed. The Executive Director of CORSA shall present the case for expulsion to the members of CORSA. The Member affected may present its case. A decision by the membership of CORSA to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the members. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future.

#### X. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY.

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties or joint correctional facilities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

#### XI. MISCELLANEOUS.

a. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the Member:

Belmont County Commissioners  
101 West Main Street  
St. Clairsville, Ohio 43950

If to CORSA:

County Risk Sharing Authority, Inc.  
C/O County Commissioners Association of Ohio  
37 W. Broad Street, Suite 650  
Columbus, Ohio 43215

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

**COUNTY RISK SHARING AUTHORITY, INC.**

David W. Brooks /S/

**COUNTY OF BELMONT**

Ryan E. Olexo /s/

Commissioner

Charles R. Probst, Jr. /s/

Commissioner

Mark A. Thomas /s/

Commissioner

APPROVED AS TO FORM

Robert Quirk/S/

Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT  
WITH NOBLE COUNTY JAIL FOR HOUSING OF PRISONERS ON  
BEHALF OF BELMONT COUNTY SHERIFF'S DEPARTMENT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into an agreement with Noble County Jail on behalf of the Belmont County Sheriff Department for the Housing of Prisoners as follows:

**CONTRACT FOR HOUSING PRISONERS  
IN THE NOBLE COUNTY JAIL**

WHEREAS, this contract is made this 23<sup>rd</sup> day of April, 2003, by and between the Board of County Commissioners of Noble County, Ohio hereafter referred to as "County", the Sheriff of Noble County hereinafter referred to as "Sheriff" and the County of Belmont hereafter referred to as "Belmont".

WHEREAS, Belmont wants to confine in the Noble County Jail such prisoners as have been charged with misdemeanors and felonies who are awaiting trial.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities and obligations of the County and the Belmont for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants herein made, each of the parties agree as follows:

1. WHEREAS, Noble County will provide to Belmont County jail space as needed at the rate of fifty (\$50.00) per day per bed.
2. The County shall receive, keep, board, and safely maintain in the Noble County Jail on behalf of the County of Belmont the following persons:
  - a. Persons arrested in Belmont County and being held for violation of state and local criminal statutes and ordinances from time of original arrest until release on bond and during any sentencing period, except as stated in paragraphs 3-8 below.
  - b. Persons sentenced to jail by the Belmont County Court of Common Pleas, General and Probate Division, or the Belmont County Court either for violation of criminal statutes or ordinances or for civil or criminal contempt sanctions.
  - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as "County" prisoners in this contract.
3. The Belmont shall pay to Noble County for each person incarcerated in Noble County Jail under paragraphs 2.a., 2.b., 2.c., above for the sum of fifty (\$50.00) dollars per day. For purposes of determining the compensation to be paid, each part of any calendar day a person is incarcerated up to twelve (12) hours shall be paid for the rate of one-half of one day's fee; each part of a calendar day over twelve (12) hours shall be paid at the rate for one day.
4. Belmont prisoners confined in the Noble County Jail shall be subjected to the rules and regulations of the jail which apply to all prisoners therein.
  - a. When Belmont County has a prisoner in the Noble County Jail who has been put on suicide watch by a doctor's orders or a mental health office and requires one-on-one observation, the fee of fifty (\$50.00) dollars per day will then change to one hundred (\$100.00) dollars per day. This is to compensate for the extra staff needed to be present.
5. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious or venereal disease, mental illness, illness or injury that has not been first treated prior to entry into the Noble County Jail or having received any prisoners affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter.

The County may refuse to keep such prisoners thereafter following notice to Belmont and following receipt of such notice Belmont agrees to receive back such affected prisoner.

The Sheriff may refuse to receive any prisoner for any reasons based upon current jail population, internal security condition of the jail or any other reason that the Sheriff deems pertinent at the time.
6. Belmont agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a County prisoner including doctor's fees, hospital charges, and prescription costs.
7. Belmont shall transport and provide security anytime a County prisoner must leave the Noble County Jail for any reason unless a court order is received stating that no transportation or security is needed.

Belmont shall bear the expense of the burial of a County prisoner who dies in the Noble County Jail, if the body is not claimed for interment at the expense of relatives or friends.
8. No person under eighteen (18) years of age shall be received except on the approval of the Noble County Probate Court.
9. The Noble County Sheriff's Office shall provide an itemized statement of the amount due each month for housing Belmont prisoners. Payments shall be made by Belmont to the Noble County Sheriff, 420 Olive St., Caldwell, OH 43724 within thirty (30) days of the date of the statement.

The Noble County Sheriff may refuse to accept County prisoners if timely payment is not made.
10. Belmont agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Noble County Jail, as prescribed by the Sheriff, Board of Noble County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
11. This agreement may be terminated by either party during its term, provided that such termination shall be effected by ninety (90) days written notice.

12. This agreement shall be effective as of April 23, 2003.
13. The term of this agreement shall be for one (1) year plus the time after signing of this contract and continuing until April 23, 2004.
14. All former contracts and/or agreements between the parties hereto relative to the subject matter of the contract are hereby canceled and terminated.
15. This agreement entered into on behalf of the County pursuant to Resolution Number Journal 83 passed April 23, 2003. (Please insert number and date.) Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, of the parties hereto, by their respective duly authorized Officers, none hereto caused their names be transcribed on the day first written above.

NOBLE COUNTY COMMISSIONERS

Charlie Cowgill /s/ 4/7/03

Walt McKee /s/ 4/7/03

Danny Harmon /s/ 4/7/03

Landon T. Smith /s/

Noble County Sheriff

BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/

Charles R. Probst, Jr. /s/

Mark A. Thomas /s/

T. C. McCort /s/

Belmont County Sheriff

Upon roll call the vote was as follows:

WITNESS

Ruth Hayes /s/

Approved as to form

Clifford N. Sickler /s/

Prosecuting Attorney

WITNESS

Darlene Pempek, /s/

Clerk

Approved as to form

Robert W. Quirk /s/

Prosecuting Attorney

Mr. Olexo Yes

Mr. Thomas Yes

Mr. Probst Yes

**IN THE MATTER OF SIGNING AND APPROVING  
CERTIFICATE OF SUBSTANTIAL COMPLETION  
FOR NICOLOZAKES TRUCKING AND CONSTRUCTION, INC.  
RE: CONTRACT NO. 1/BELMONT COUNTY PARK SEWAGE FORCE MAIN  
AND WATER MAIN EXTENSIONS/SANITARY SEWER**

Motion made by Mr. Olexo, seconded by Mr. Probst to sign and approve the Certificate of Substantial Completion for Nicolozakes Trucking and Construction, Inc. for Contract Number One, Belmont County Park Sewage Force Main and Water Main Extensions dated March 1, 2003 based upon the recommendation of Vaughn, Coast & Vaughn, Project Engineer and David Grum, Project Consultant.

ATTACHMENT TO CERTIFICATE OF SUBSTANTIAL COMPLETION  
PUNCH LIST

BELMONT COUNTY PARK SEWAGE FORCE MAIN  
AND WATER MAIN EXTENSION

Nicolozakes Trucking & Construction, Inc.

1. Check Aggregate at all roadway locations and fix as necessary
2. Place concrete shields around top of valves and cleanouts as per details.
3. Refill settled ditch lines and seed and mulch as per plans and specifications.
4. Install concrete in force main road crossing
5. Install Grinder Pump Control Panel as per detail on south wall of building. Coordinate with building electrical contractor
6. Reestablish road berms and ditch lines along affected sections of roadway.

*Mr. Grum explained that there is still work that needs completed – so they are holding the 10% retain age. Nicolozakes is unable to complete their work due to the Contractor holdup issues on the building project.*

Upon roll call the vote was as follows:

Mr. Olexo Yes

Mr. Probst Yes

Mr. Thomas Yes

**IN THE MATTER OF AWARDING BID FOR  
ENGINEER'S PILING PROJECT 03-1**

Motion made by Mr. Olexo, seconded by Mr. Probst to accept the recommendation of the Belmont County Engineer, Fred Bennett to award the bid for the Engineering Piling Project 03-1 to BBR Drilling Co. in the amount of \$88,861.50. Engineer's estimate was \$84,900.00. This project is for the placement of pre-drilled concrete filled steel casings for slip repairs of various county highways. MVGT Funding Source

Upon roll call the vote was as follows:

Mr. Olexo Yes

Mr. Probst Yes

Mr. Thomas Yes

**IN THE MATTER OF ENTERING INTO RENTAL CONTRACT  
WITH PITNEY BOWES ON BEHALF OF NORTHERN DIVISION COURT/  
POSTAGE EQUIPMENT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into a rental contract with Pitney Bowes on behalf of the Belmont County Northern Division Court. Northern Division Court currently purchases all postage directly from the Post Office. This contract is for USPS certified equipment, free maintenance, free rate updates, no postage reset fee, and no increase on rental/lease amounts for the term of the agreement./ same as Eastern Division Court

**\$51.00 for 60 months/ no reset charges**

**Northern Division Court will pay the lease from its Special Project Fund**

Upon roll call the vote was as follows:

Mr. Olexo Yes

Mr. Thomas Yes

Mr. Probst Yes

**IN THE MATTER OF ALLOCATION OF FUNDS  
FOR BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY**

Motion made by Mr. Probst, seconded by Mr. Olexo to allocate \$5,000.00 (five thousand dollars) to the Belmont County Emergency Management Agency as per the request of Richard Quinlin, Coordinator EMA. This allocation of funds is for expenditures related to modifications to a model 66-passenger school bus donated by the Belmont Career Center to the EMA. Upon completion of the upgrade this bus will serve as the mobile Emergency Operations Center

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE  
SESSION WITH PARK HEALTH CENTER MANAGEMENT STAFF ,  
BCDJFS HUMAN RESOURCE DIRECTOR AND CLERK AT 10:45 A.M.**

Motion made by Mr. Probst, seconded by Mr. Thomas to enter executive session at 10:45 A.M. with Pam Neff, PHC Personnel Director, Ryan Erdos, PHC Assistant Administrator, Mike Kinter, BCDJFS Human Resource Director and Darlene Pempek , Clerk , to discuss Park Health Center collective bargaining issues upon adoption of the following:

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

**WHEREAS**, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C.§ 121.22(G)(4); and

**WHEREAS**, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment.

**WHEREFORE, BE IT RESOLVED THAT:** the Board of Belmont County Commissioners shall hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment;

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

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

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

**IN THE MATTER OF ADJOURNING EXECUTIVE  
SESSION WITH PARK HEALTH CENTER MANAGEMENT STAFF ,  
BCDJFS HUMAN RESOURCE DIRECTOR AND CLERK AT 11:00A.M.**

Motion made by Mr. Probst, seconded by Mr. Olexo to adjourn executive session at 11:00 A.M. with Pam Neff, PHC Personnel Director, Ryan Erdos, PHC Assistant Administrator, Mike Kinter, BCDJFS Human Resource Director and Darlene Pempek , Clerk , to discuss Park Health Center collective bargaining issues

Upon roll call the vote was as follows:

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

FOLLOWING ACTION TAKEN

**IN THE MATTER OF APPROVING AND SIGNING  
PARK HEALTH CENTER UNION AGREEMENT**

Motion made by Mr. Probst, seconded by Mr. Olexo to approve and sign the Union Agreement between the District 1199 WV/KY/OH, the Health Care and Social Service Union, SEIU, AFL-CIO, and the Park Health Care Center effective May 2, 2003 and shall terminate at 11:59 p.m. May 1, 2006

**ARTICLE 1. AGREEMENT**

Section 1. THIS AGREEMENT is made and entered into this 23rd day of April, **2003**, by and between PARK HEALTH CENTER, located in St. Clairsville, Ohio, (hereinafter referred to as the "Employer" or "Home") and DISTRICT 1199 WV/KY/OH, THE HEALTH CARE AND SOCIAL SERVICE UNION, SEIU, AFL-CIO, located at **1395 Dublin Road**, Columbus, Ohio 43215, (hereinafter referred to as the "Union"), acting on behalf of the employees of said Employer as herein defined, now employed and hereafter to be employed and collectively designated as the "Employees", and has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 2. UNION RECOGNITION**

Section 1 Employer recognizes the Union as the sole and exclusive representative of all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board in case number 92-REP-03-0065 dated June 24, 1992, including:

Certified Nurses Aides	Dietary Employees
Housekeeping Employees	Laundry Employees
Maintenance Employees	Activity Aides
Part-Time Employees	

Section 2 Excluded from said bargaining unit are the following employees of Employer: All RNs, LPNs, Professional Employees, Supervisors, Guards and Administrative Support Personnel.

**ARTICLE 3. INTENT AND PURPOSE**

Section 1 It is the intent and purpose of the parties to this Agreement to establish an orderly system of employer-employee relations which will facilitate joint discussion and cooperative solutions of mutual problems by the employer and employees and to further set forth a basic agreement covering wages, hours of work, benefits and conditions of employment for employees in the bargaining unit covered by this Agreement.

Section 2 The Employer and the Union mutually recognize that the unusual and humanitarian nature of a nursing home requires a cooperative, flexible, and efficient approach. Further, the parties mutually recognize that complete, uninterrupted resident care of the highest possible quality is of vital importance to the community that Park Health Center serves and further agrees to cooperate in administering this Agreement with these interests always paramount.

#### **ARTICLE 4. MANAGEMENT RIGHTS**

Except as provided for in this Agreement, nothing herein shall be construed to restrict any Constitutional, statutory, legal or inherent exclusive Appointing Authority rights with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its Departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement it shall be recognized that the Employer has and will retain the full right and responsibility to direct the operations of its Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to lay off employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules, policies and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and reasonable standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the Employer's budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;
- K. To maintain the efficiency of governmental operations;
- L. To exercise complete control and discretion over Department organization and the technology of performing the work performed;
- M. To set standards of service and determine the procedures and standards of selection for employment.

#### **ARTICLE 5. NO DISCRIMINATION**

Section 1 Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, religion, sex, Union activity, sexual preference, political affiliation, or disability as defined under the Americans with Disabilities Act. Whenever a feminine pronoun such as she or her or male pronoun such as he or him is used, they are to be understood to refer to either gender.

Section 2 The Union shall share equally with the Employer the responsibility for applying and administering this Article of the Agreement.

#### **ARTICLE 6. NO STRIKES - NO LOCKOUTS**

Section 1 The Union acknowledges and agrees that the services performed by the Home's employees included in this contract are essential to the resident's safety, health, and welfare.

Section 2 The Union and employees covered by this Agreement agree, that during the term of this Agreement, they will not take part in, authorize, aide, condone, or encourage, either directly or indirectly, any strike including sympathy strikes, sit-downs, work stoppage, refusals to cross a picket line, or other similar interferences with operations of the Home. The Home agrees that during the term of this Agreement it will not lockout members of the bargaining unit.

Section 3 In the event of the occurrence of the prohibited acts referred to in the preceding paragraph the Union agrees to take affirmative steps with the employees concerned and will by certified letters advise all employees covered by this Agreement that such acts are not approved or ordered by the Union and are in violation of this Agreement to bring about an immediate resumption of normal work. The Union will send a copy of such communications to the Employer.

Section 4 An employee engaging in any of the Acts referred to in Section 2 above, will not be entitled to any benefit that occurs or accrues during that time, and the Home shall have the right to take disciplinary action up to and including discharge against any such employee. Disciplinary action taken hereunder may be raised as a grievance under this Agreement.

#### **ARTICLE 7. PROBATION**

Section 1 Probationary employees shall not have the right to file disciplinary grievances under this Agreement. Every newly hired employee of the bargaining unit will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of **ninety (90)** calendar days.

Section 2 A newly hired probationary employee may be removed at any time during the probationary period and shall have no right to grieve such removal through the grievance procedure.

#### **ARTICLE 8. DISCIPLINE AND DISCHARGE**

Section 1 The Employer shall have the right to discharge, suspend, or otherwise discipline an Employee for just cause.

Section 2 The Employer and the Union endorse the principal of progressive discipline, recognizing that the nature and severity of the offense may vary the nature of the discipline imposed and also recognizing that there are some offenses that justify immediate suspension or discharge. The disciplinary progression will usually be:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension without pay
- D. Discharge

The application of these steps may vary depending on the type of offense.

Section 3 The employee shall have the right to the presence of a Delegate during any disciplinary meeting.

Section 4 The employer agrees not to discharge or suspend an employee covered under this agreement without first arranging for a pre-disciplinary conference. The conference shall be scheduled no earlier than seventy two (72) hours after the time the employee is notified of the charges and that such conference will be held. Such conference will be conducted by a neutral party and the charged employee may have his/her union delegate present. Such conference must be conducted within a reasonable time from the date in which the employer gains knowledge of those incidents which it deems to be a violation of conduct. The union shall be notified through its organizer or designee that charges have been brought against the employee. The employee shall be notified in writing of the findings of the pre-disciplinary conference within five (5) working days after such conference has been conducted. A copy of the findings shall be submitted to the union organizer or designee. If, as a result of the pre-disciplinary conference any discipline is warranted, the employee shall be notified in writing of the disciplinary action within five (5) working days of receipt of the neutral party's pre-disciplinary conference report. A copy of such report shall be submitted to the union organizer.

An employee may waive his/her right to a pre-disciplinary conference by submitting a signed written waiver to the employer and the union.

**Section 5.** Appeals from either discharge or suspension must be submitted to the employer in the form of a grievance within (7) working days of the date the employee received the discipline. Such appeals shall be filed at step 2 of the grievance procedure.

**Section 6.** The employer shall make available to the union, copies of all suspensions, discharges and pre-disciplinary conference reports.

#### **ARTICLE 9. GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1** The purpose of this Article is to establish procedures for the processing and settlement of grievance as defined in Section 2.

**Section 2** A grievance is a dispute or complaint arising between the parties concerning the interpretation or application of any provision of this Agreement.

**Section 3** An employee who has a grievance shall attempt to resolve the grievance informally with her immediate Department Head. The employee may have a Union Delegate present at this informal stage.

**Section 4 Step One.** If the grievance is not resolved satisfactorily through informal discussion with the immediate supervisor, then the employee or Union Delegate, within fifteen (15) working days of the incident giving rise to the grievance, shall submit the grievance in writing to the department head. The department head shall meet with the employee and Union Delegate and answer the grievance in writing within five (5) working days of filing of the written grievance.

**Section 5 Step Two.** If the grievance is not settled satisfactorily at Step 1, the Union Delegate, shall, within seven (7) working days after receiving the written response of the Department Head at Step 1, file a grievance in writing to the Administrator or his designee. At this step, the grievant will be entitled to a meeting where witnesses may be called (without loss of pay) and evidence produced. The Administrator or his designee shall hold the meeting within seven (7) working days of the filing of the grievance at Step 2 following the meeting. The Union Organizer may be present at this step.

**Section 6** Time limits may be extended by the mutual agreement of the Employer and the Union. All such extensions shall be in writing. Working days shall be defined as excluding Saturday, Sundays, and Holidays.

Class grievances (two or more employees having the same or similar issue) or grievances involving safety, seniority rights, and health issues may be filed at Step 2 of this grievance procedure.

**Section 7 Arbitration** A grievance which has not been resolved at step 2 may within thirty (30) calendar days after the completion of Step 2 of the grievance procedure be appealed to arbitration. The Union shall notify the Administrator in writing of its intent to arbitrate and shall have (10) ten calendar days after next Executive Board meeting to request for such panel.

The Union and the Employer shall select a permanent panel of Arbitrators from a list of twelve (12) arbitrators who shall be provided by the Federal Mediation and Conciliation Service. The parties shall then each select three arbitrators from the list to serve as the permanent panel. Arbitrators shall then be utilized in alphabetical order.

**Section 8** The Arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Agreement. The Arbitrator shall have no power to add, to amend, supplement, subtract, modify or change any of the provisions of this Agreement, or otherwise alter the intent of this Agreement or any part thereof in any respect.

The decision of the Arbitrator on any issue properly before him in accordance with the provisions of this Agreement shall be final and binding upon the Employer, the Union and all employees concerned.

**Section 9 Arbitrator's Jurisdiction for Discipline/Discharge Cases.** Should it be determined by an Arbitrator that an employee has been suspended or discharged without cause, the Employer shall reinstate the employee and make him whole for the period of his suspension or discharge without cause, which shall include providing him such earnings or other benefits as she would have received except for such suspension or discharge, and, offsetting such earnings or other amounts as he would not have received except for such suspension or discharge.

Should it be determined by the Arbitrator that an employee has been suspended or discharged for cause, the Arbitrator shall have jurisdiction to modify the degree of discipline imposed by the Employer.

The provisions of this paragraph apply to all suspensions regardless of the number of days involved.

**Section 10** The filing fee and costs of the arbitration shall be borne by the losing party. In the case of a split decision by the arbitrator, the costs of filing and arbitration shall be shared equally by the parties. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.

#### **ARTICLE 10. PERSONNEL FILES**

**Section 1 Access** Each employee shall, upon written request to his/her Department Head have the right to inspect the contents of his/her personnel file on non-work time. Personnel files will be reviewed in the presence of the Department Head and/or the Administrator's designee. Files will not leave the facility.

The employee's file shall not be made available to any organization or person other than the Employer without the employee's explicit, written authorization unless pursuant to court order, subpoena, or as required by statute.

**Section 2 Review of Documents.** An employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of materials contained in his/her file shall have the right to submit a memorandum to the appropriate department head explaining the alleged inaccuracy. If the Department Head agrees with the worker's claims the Department Head shall then remove the disputed document from the file or attach the employees rebuttal to the disputed document and signify agreement by initialing each individual document. If the department head does not agree with the claims of the Employee, the department head shall then only include the employee's rebuttal with the original document.

**Section 3 Removal of Documents.** Records of disciplinary actions and all documents related thereto shall be removed from the file two (2) years after the effective date of the discipline provided there are no intervening disciplines during the two (2) year period for same or similar offenses,

In any case where any discipline is disaffirmed or rendered invalid upon the agreement of management and the Union, all related documents will be immediately removed from the Employee's file.

#### **ARTICLE 11. WORKER STATUS**

**Section 1 Full-Time.** A full-time worker is a worker who is regularly scheduled to work 80 hours or more in a pay period.

**Section 2 Part-Time.** A part-time worker is a worker who is regularly scheduled to work less than 80 hours in a pay period. The Employer shall not use part-time workers to avoid the payment of full-time benefits.

**Section 3. Seasonal:** Seasonal employee is any employee hired to work a certain season or time of year performing activities limited to that season or time of year, e.g. Summer, winter. Seasonal employees shall not be entitled to any benefits provided by the county and shall not displace any bargaining unit employees.

**Section 4. Intermittent:** Intermittent employee is any employee hired to work on an as needed, irregularly scheduled basis, and whose hours generally are less than one thousand (1,000) hours per year. Intermittent employees shall not be entitled to any benefits provided by the county.

**Section 5. Student:** Student employee is any employee hired to work for a specified period of time for the purpose of providing training-related work experience. Student employees shall not be entitled to any benefits provided by the county.

**Section 6.** Those employees currently working less than 40 hours per week and less than 80 hours per pay period and receiving benefits shall not experience a reduction in benefits.

**ARTICLE 12. HOURS OF WORK AND OVERTIME**

**Section 1.** This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part time positions. Any such changes shall first be discussed at labor management prior to being implemented. This article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 2.** The normal work week and standard work schedule for full time Park Health Center employees covered by this Agreement shall be forty (40) hours or more per week or eighty (80) hours or more per pay period, inclusive of one half (1/2) hour on premise lunch period. The work week shall be computed between 12:01 A.M. Sunday of each calendar week and 12 o'clock midnight the following Saturday.

**Section 3 Overtime and Compensatory Time.** Overtime shall be compensated as follows:

- A. Hours paid, except sick hours, in excess of forty (40) hours in the work week shall be compensated at the rate of one and one half (1 1/2) times the regular rate of pay for each hour of such time .
- B. Compensation shall not be paid more than once for the same hours (pyramiding) under any provision of this Article of Agreement.

**Section 4 Meal Periods** Employees shall be granted a meal period of thirty (30) minutes near the mid-point of each shift. Employees who are required by the Home to remain in a duty status during their scheduled meal period shall receive compensation for time worked at their regular rate subject to overtime requirements.

**Section 5 Breaks** A paid rest period of 15 minutes shall be granted to each employee for every 3.75 hours of regularly scheduled work. Rest periods shall normally be taken near the mid-point of each half shift.

**SECTION 6 EMERGENCY LEAVE** Employees who become injured during the course of and arising from their work while on duty shall be paid at the rate of the job being performed at the time of injury for the full eight (8) hours on the date the injury occurs, providing such employee receives medical treatment (other than that provided for by the employer) and the attending physician states that the employee is not able to return to work on the date of the injury. However, in the event the attending physician states that the employee is able to return to work, the employee will be paid for the time lost on the day the injury occurred at the rate of pay for the job the employee was performing at the time of injury.

**ARTICLE 13. WAGES**

**Year 1** .55 per hour for all bargaining unit members

**Year 2** .45 per hour for all bargaining unit members

**Year 3** .40 per hour for all bargaining unit members

**\$50.00 signing bonus**

Excluded are employees who have not completed their one year anniversary; employees who do not have one year of service will be adjusted to the new starting rates shown below.

Start rates for STNA's and Others: STNA's \$6.50 to \$6.75 after 90 days

Others \$6.25 to \$6.50 after 90 days

Training pay: \$0.50

**ARTICLE 14. CALL IN PAY**

**Section 1** An employee who is called into work and who reports for work during hours outside his/her regularly scheduled shift which hours will not abut his/her regularly scheduled shift hours, shall receive two (2) hours pay at the appropriate rate for such work performed. Only hours actually worked (with a minimum of 2 hours) under this section will be included in determining hours worked for overtime purposes.

**ARTICLE 15. INSURANCE**

**Section 1.** Hospitalization insurance is available to all full and part-time employees who work a minimum of (thirty) 30 hours a week. Employees may choose coverage from one of two different plans: The Health Plan of the Upper Ohio Valley and Health Assurance. Newly hired employees must enroll in one of the two plans within their first thirty (30) days of employment. Employees may change from one plan to the other only during the open enrollment period in May, or such other period set by the Board of Commissioners.

**Section 2.** The employees must pay 10% of the premium for single and family coverage under any of the available plans. Any employee interested in single or family coverage must sign a "Payroll History Record" form to designate the type of plan and coverage desired and must meet the requirements established by the insurer. Insurance coverage elected by the employee becomes effective the first day of the month following **ninety (90)** days of employment.

**Section 3.** Any employee, who is covered under a spouse hospitalization insurance plan such as CHAMPUS, or other acceptable hospitalization plan, may elect to waive hospitalization insurance coverage provided by the employer. In the event such employee elects to waive coverage, he/she will be awarded a yearly allotment as determined by the Belmont County Board of Commissioners and reflected in the Belmont County Personnel Manual. Proof of other hospitalization insurance coverage must be provided to the employer prior to any waiver or payment becomes effective and must be submitted during each open enrollment period.

**Section 4.** Employees may refer to the Belmont County Personalized Employee Plan for additional information on the employer's insurance plans.

**ARTICLE 16. HOLIDAYS**

**Section 1** All full-time bargaining unit employees are entitled to the following legal holidays with pay:

- New Years Day . . . . . January 1
- Martin Luther King Day . . . . . 3rd Monday in January
- President's Day . . . . . 3rd Monday in February
- Memorial Day . . . . . **as nationally celebrated**
- Independence Day . . . . . July 4
- Labor Day . . . . . 1st Monday in September
- Columbus Day . . . . . 2nd Monday in October
- Veteran's Day . . . . . November 11
- Thanksgiving Day . . . . . 4th Thursday in November
- Christmas Day . . . . . December 25
- Floating Holiday** . . . . .

Any day or portion thereof declared by the President of the United States, the Governor of the State of Ohio, or by the legislature of the State of Ohio.

All part-time bargaining unit employees are entitled to the following legal holidays with pay:

New Years Day ..... January 1  
**Memorial Day.....as nationally celebrated**  
Independence Day ..... July 4  
Thanksgiving Day ..... 4th Thursday in November  
Christmas Day ..... December 25

**Floating Holiday.....**

If the holiday falls on Sunday, it will be observed on Sunday; if it falls on a Saturday, it will be observed on Saturday.

In observance of each authorized holiday, employees will normally be granted the day off from work, with straight time pay.

If a holiday occurs while an employee is on vacation, such vacation day will not be charged against their vacation leave.

Any employee scheduled to work Thanksgiving, Christmas, or New Years Day shall have the right to split the shift with any other employee in her classification who desires to split the shift. The holiday premium pay shall be paid to both employees based on number of hours worked. The employees shall document such splits as a schedule change after the schedule is posted.

**"If an employee is required to work on one of the recognized holidays, they shall receive one and one half (1-1/2) times his/her regular rate of pay for all hours worked, plus eight (8) hours holiday pay for all hours worked on the Holiday.**

"If an employee is required to work on one of the following three holidays:

**July 4<sup>th</sup>, Christmas and, Thanksgiving**

they shall receive one and one half (1-1/2) times his/her regular rate of pay for all hours worked, plus holiday pay **for all hours worked on that Holiday.**

A person not in active pay status the day prior to or following a holiday shall not be entitled to holiday pay.\*"

\* For purposes of this article, Active Pay Status is defined as paid sick leave, paid vacation leave that has been approved by the Administrator, and paid work time.

**ARTICLE 17. VACATION**

Section 1 Full-time bargaining unit employees are eligible for paid vacation leave according to the following eligibility guidelines:

<u>YEARS OF SERVICE</u>	<u>ELIGIBLE FOR</u>	<u>RATE OF ACCRUAL</u>
after 1 year	2 weeks vacation	3.1 hrs per pay period
after 5 years	3 weeks vacation	4.6 hrs per pay period
after 10 years	4 weeks vacation	6.2 hrs per pay period
after 15 years	5 weeks vacation	7.7 hrs per pay period
after 20 years	6 weeks vacation	9.231 hrs per pay period

Section 2 **Vacation Requests** Vacation requests submitted between January 1 and January 15 shall be awarded based on seniority within the classification. Vacation requests submitted after January 15 shall be awarded on a first come, first served basis. Requests submitted after January 15 shall be answered within five (5) working days. Requests within the window period will be answered by **February 1**. **Vacation requests submitted in January will be for the period of February through January of the following year.** Vacation requests must be made at least 30 days in advance of taking vacation and are subject to the recommendation of the department head and approval of the Administrator.

Section 3 Vacation leave is to be taken within the twelve (12) months following the employee's anniversary date. No vacation shall be granted prior to one (1) year of continuous service with the Employer.

Section 4 Employees are not permitted to work rather than take vacation leave and be paid for hours worked plus vacation pay.

Section 5 Additional vacation leave is not accrued through the accumulation of paid overtime.

Section 6 No vacation leave shall be carried over for more than three (3) years. An employee is entitled to compensation, at his/her current rate of pay, for the pro-rated portion of any earned, but unused vacation leave for the current year to his/her credit at the time of separation or retirement, and in addition shall be compensated for any unused vacation leave accrued to his/her credit, with the permission of the Administrator, for up to three (3) years immediately preceding the last anniversary date of employment.

**ARTICLE 18. BEREAVEMENT LEAVE**

Section 1 Employees shall be entitled up to three days absence with pay at their regular rate following a death in the employee's immediate family. For purposes of this paid leave, immediate family is defined as in Article 20 - Sick Leave. Extended bereavement time, up to two (2) days, may be utilized and will be deducted from the employee's sick leave balance. These two (2) days will not be subject to the absentee tardiness policy.

Section 2 In order to qualify for the leave provided under this Article, the employee must personally notify her department head or the administrator prior to the start of the employee's regular shift. It is further understood and agreed that the employer reserves the right to require an employee granted a leave under this Article to provide the Employer with documentation of the relationship and the attendance at the bereavement services.

**ARTICLE 19. CIVIL LEAVE**

Section 1 The Appointing Authority shall grant full pay for regularly scheduled working days on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. Any compensation received for such periods of court service shall be submitted to the Appointing Authority for deposit with the County Treasurer. The Employee shall retain all compensation received for court or jury duty outside his/her regularly scheduled working days.

- A. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. Such absences shall be considered leave without pay or vacation, as scheduled in advance with the Appointing Authority.
- B. In event that the employee serving on jury duty is released on a particular day from jury duty before 1:00 p.m., the employee will report to his department head at the facility and will perform services, as directed by the department head, until 4:00 p.m. that day.
- C. In order to be eligible for payment, the subpoenaed employee must notify the Appointing Authority or designee within a reasonable time after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.
- D. An employee who is on authorized vacation and who is required to serve on jury duty during his vacation may have his/her vacation extended by the number of days he/she is required to serve -- provided such employee complies with the applicable provisions of this section, including proper notice of the Appointing Authority.
- E. The time an employee spends at court jury duty or court service shall not be considered hours worked for purposes of calculating overtime, unless such court time is directly related or is an integral part of the employee's work duties.
- F. The afternoon and midnight shift will be exempt from reporting to their next regular scheduled shift, however, they will proceed to a regular duty time shift as outlined in Section B.

**ARTICLE 20. SICK LEAVE**

Section 1 Sick leave shall be granted to bargaining unit employees as defined in this article. Sick leave may be requested for the following reasons upon employees written request for paid sick leave and pending the recommendation of the department head and approval of the Administrator:

- A. Illness or injury of the employee or a member of his/her immediate family;
- B. Exposure of employee or a member of his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Medical, dental or optical examinations or treatment of employee or a member of his/her immediate family;
- D. Pregnancy, childbirth and/or related medical conditions.

For purpose of this article, the "immediate family": is defined as, mother, father, brother, sister, child, step child, grandchild, domestic partner, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

- A. If medical attention is required, a certificate stating the nature of the illness or injury from a licensed physician will be required to justify the use of sick leave.
- B. The administrator maintains the right to investigate any employee's absence.
- C. For each completed hour in active pay status, an employee earns .0595 hours of sick leave. Active pay status is defined as hours worked and hours on sick leave, vacation leave and holiday leave.
- D. Part-time employees accrue sick leave on a basis proportionate to the hours paid each pay period.
- E. The amount of sick leave time any one employee may accrue is unlimited.
- F. Sick leave shall be charged in minimum amounts of one-half (1/2) hour.
- G. Management will be responsible for maintaining records of sick leave earned, sick leave used, and the balance of sick leave for each employee. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records shall be subject to disciplinary action.
- H. An employee who is absent from duty with an illness or injury for more than two (2) consecutive days is required to submit to the facility a physician's statement permitting the employee to resume the regular duties of their designated position.

Notification by employee When an employee anticipates his/her absence from work, they shall notify the designated person of the expected absence no later than two (2) hours prior to his or her scheduled starting time.

Employee will be questioned regarding their illness or injury when they telephone to report the use of sick leave. An absence report will be completed by the person designated to answer such calls. Absence reports are noted at this time, NOT approved.

Section 3 If an employee has a prolonged illness or other reason for extended sick leave, the administrator and the department head shall be made aware of this situation and the employee may not be required to notify the Administrator and/or supervisor on a daily basis of such leave. Subsequent notification beyond the first day of absence will be governed by the nature of the circumstances. If the Administrator is not made aware of this situation, the employee's absence may be charged by the Administrator to Leave Without Pay.

Section 4 If an employee fails to file a required or requested physician's certificate or written signed statement verifying illness, or if the written request for paid sick leave is denied, and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next pay.

A written signed statement may be denied by the Administrator based upon investigation which discloses facts inconsistent with proper use of sick leave.

Expiration of Sick Leave If an employee's illness or disability continues longer than the time covered by earned sick leave, the employee may be granted a Leave Without Pay. Any employee desiring extended sick leave, following expiration of sick leave credit, to be charged to his/her vacation, must make such request in writing to the Administrator.

Employees who become ill while on vacation may request a change in leave status upon verification of illness, supported by a physician's certificate.

Release of Information All employees upon request shall sign a "release of information" form upon return from sick leave or sooner if requested when medical attention has been sought, authorizing the Administrator to confirm the cause for the request for authorized sick leave.

Previously Accumulated Sick Leave Any previously accumulated sick leave of an employee who has been separated from employment in the public service (except by retirement) shall be returned to that employee's balance upon re-employment in the public service, provided that such re-employment occurs within ten (10) years following the date on which the employee was last terminated from public service.

Transfer from Public Agencies An employee who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of sick leave accumulation permitted in the public agency to which the employee transfers.

#### Section 5. Sick Leave Conversion Upon Retirement

1. A bargaining unit employee who, at the time of retirement by permanent disability or by resignation from active service with the County, has (10) or more years service with the County, the State, any political subdivisions, or any combination thereof, shall be paid in cash for one-fourth the value of all accrued but unused sick leave credit up to and including thirty (30) days of such credit.
2. To qualify for such payment, the employee must be eligible to receive PERS benefits.
3. Payment shall be based upon the employee's hourly rate of pay at the time of retirement.
4. Payment under this policy shall eliminate all sick leave credit accrued by an employee.
5. Eligible employees, retiring from active service, shall complete a Sick Leave Conversion Form to initiate the payment process.
6. Employees who die shall be considered to have terminated their employment as of the date of their death and be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 ORC, or be paid to the employee's estate.

Depending on budgetary constraints and the availability of funds, the director may offer sick leave cash conversion and bonus. Any permanent full-time employee who does not utilize any sick leave during any quarter of the year shall have the option of converting the sick leave earned during that quarter to a cash payment equal to one-half of their hourly rate times the sick leave hours accrued. The employee has the option of converting sick leave to cash at the end of any quarter or at the end of the year.

Any employee who does not utilize any sick leave throughout the entire year shall receive an additional \$\_\_\_\_\_ cash bonus if he converts all four (4) quarters of sick leave.

In order to participate in the sick leave cash conversion an employee must have already accumulated two weeks (10) days of sick leave in addition to the sick leave time they wish to convert.

For purposes of this section, "quarter" shall be defined as any and all of the following time periods: January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31. "Year" shall be defined as calendar year.

### **ARTICLE 21. PERSONAL LEAVE DAYS**

The employer agrees to provide bargaining unit employees four (4) eight (8) hour, personal leave days between January 1 and December 31 of a given year during the period of this contract. Personal leave days shall be charged to the employee's sick leave balance.

Employee must provide the department head with no less than a 24 hour advance notice. Approval will be subject to the availability of staff. There will be no accruing of personal leave days from year to year. If employee has no sick leave balance to use for a personal leave day, the employee may be granted a Leave Without Pay, or such personal day may be charged to his/her Vacation, but must make such request in writing to the Administrator.

### **ARTICLE 22. LEAVE OF ABSENCE WITHOUT PAY**

Section 1 Personal Leave A personal leave of absence may be granted upon written request for a period of up to six (6) months for personal reasons. Such reasons include, but are not limited to, non-disability maternity leave, paternity leave, child-rearing, and adoption leave. Such leaves may be extended upon written request for a period of up to six (6) months.

*A leave of absence may be granted upon written request by an employee for the purpose of entering an educational program leading to a degree or certification. The leave may be granted for a period of up to six (6) months.*

A leave of absence shall not be unreasonably requested, nor shall they be unreasonably denied. If it is found that a leave is not actually being used for the purpose for which it was granted, the employer shall cancel the leave and direct the employee to report for work within three (3) days.

Section 2 Union Leave Employees appointed or elected to Union positions or office shall be granted a leave of absence in three (3) month increments for a period not to exceed his/her term of office or position. This section will never affect more than three (3) employees at a given time.

Section 3 Workers Compensation Leave When an employee is off work due to a compensable on-the-job injury, he/she shall be on leave of absence for the length of time he/she receives Workers Compensation.

Section 4 Return to Service When an employee returns from a leave of absence within six (6) months, the employee is to be returned to the same position held prior to the leave. When an employee returns from a leave of absence of longer than six (6) months, he/she is to be returned to the classification held previously. Employee is required to obtain a two (2) step Mantoux skin test and physician's statement at Employer expense.

Section 5 Seniority Seniority shall accrue while on leave of absence.

Section 6 Military Leave of Absence The provisions of State and Federal law shall prevail for all aspects of military leave, including request for and return from such leave.

#### **ARTICLE 23. WORKER'S COMPENSATION COVERAGE**

Section 1 The Employer shall allow an employee to use accrued paid sick and vacation time while the employee is off on Worker's Compensation leave. The employee may buy back used sick leave or vacation time.

#### **ARTICLE 24. NEW CLASSIFICATIONS**

Should a new classification that is eligible for inclusion within the Agreement be established during the life of this Agreement, the Employer agrees to:

1. Negotiate a rate of pay for the new classification that is in proper relation to the rate of pay for other classifications covered by this Agreement.
2. Post all vacancies within the new classification in accordance with other, appropriate provisions of this Agreement.

#### **ARTICLE 25. SUBCONTRACTING**

Section 1 No bargaining unit work will be done by subcontract or personal service contract without agreement between management and the Union, except in emergency situations as deemed by the Administrator.

Section 2 No bargaining unit work will be done by supervisors without agreement between management and the Union, except in emergency situations as deemed by the Administrator.

This section shall not apply to training periods or work situations involving temporary assistance by supervisors.

Section 3 No bargaining unit work will be done by volunteers or interns without agreement between management and the union.

#### **ARTICLE 26. VACANCIES**

Section 1 Job Vacancy A vacancy is defined as an opening in a full-time or part-time position in the bargaining unit which the Employer has determined is necessary to fill.

Section 2 Job vacancies shall be posted for a minimum of five (5) days on designated bulletin boards within the home. All applicants shall be notified in a timely fashion as to the status of their applications.

Section 3 Vacancies shall be filled by the most senior qualified applicant who bids on the job. Any employee who successfully bids on a job shall be paid at the rate of pay in the appropriate classification that corresponds to his/her seniority. Nothing in this article will prohibit a part-time employee from bidding on a full-time position.

Section 4 If a Bargaining Unit position is vacated and the hours are still being worked, the position shall be posted as vacated.

Section 5 There shall be no probationary period for BU employees bidding on a vacancy after they have completed ninety (90) days of employment.

Section 6 After completion of the initial probationary period, an employee shall have the right to bid on any posted job bid regardless of the number of days spent in the current position.

Section 7 There shall be no posting of flex shift positions without the mutual agreement of the appropriate parties.

Section 8 The employer shall post all in-house jobs including those open positions not in the bargaining unit.

#### **ARTICLE 27. SENIORITY**

Section 1 Seniority Definition The total length of continuous service in a position or succession of positions within the bargaining unit dating back to the first date of hire. Continuous service within the bargaining unit shall be interrupted only by the following:

1. Separation due to resignation;
2. Discharge;
3. Failure to return from leave of absence;
4. Failure to respond to recall from layoff.

Section 2 Seniority Lists The home shall maintain seniority lists of all Employees and shall furnish said lists semi-annually to the Union. Such lists shall include the name, current classification, seniority date, and seniority for all Bargaining Unit employees.

Section 3 Identical Hire Dates and Grandfathering of Seniority When two or more employees have the same date of hire, seniority shall be based on the last four digits of the employees' social security number. The lowest number shall be considered the most senior.

Section 4 Shift and Assignment Openings Shift and assignment openings shall be filled by the qualified employee within the same classification at the Home having the greatest seniority who desires the opening.

#### **ARTICLE 28. LAYOFF AND RECALL**

Section 1 Layoff Procedure In the event any layoff is implemented within the bargaining unit in the classification(s) affected, the order of layoffs shall be:

- (a) There shall be the opportunity for any employee within the classification affected to volunteer for layoff.
- (b) All probationary employees shall be separated before any non-probationary employees.
- (c) Employees with the least seniority within the affected classification shall be laid off first.

Section 2 Recall When it is determined by the Employer to fill a vacancy or to recall employees in the classification where a layoff occurred, the following procedure shall be adhered to:

The most senior laid off employee shall be recalled first. Employees shall have recall rights for a period of two (2) years. Notification of recall shall be by certified mail to the employee's last known address. Employees shall maintain a current address on file with the Employer. If an employee fails to notify the Employer of his/her intent to report to work within seven (7) days of receipt and return to work within fourteen (14) days, he/she shall lose recall rights.

No vacancies shall be filled by new hires as long as qualified employees possess recall rights.

Section 3 No Reduction of Hours If the work force is to be reduced it shall be accomplished by layoff and not by any hours reduction. Only by agreement between the appropriate parties can the regular hours of employees be reduced.

Section 4 Bumping An employee who is laid off shall, if that employee has the necessary certification and/or licenses, have the right to bump into a classification she previously held. The laid-off employee shall bump the least senior person in the classification.

#### **ARTICLE 29. HEALTH AND SAFETY**

Section 1 Consistent with its legal obligations, the Employer agrees to maintain conditions of health sanitation in conformity with all applicable federal and state laws.

Section 2 Consistent with its legal obligations, the Employer agrees to provide, at no cost, any immunizations or vaccinations, including Hepatitis B, as required by applicable federal and state laws upon request by an employee with exception of mandatory immunization. The employee agrees to sign a liability waiver from in which the employee agrees to hold the Employer harmless for any liability which might arise as a result of the employee receiving such immunization or vaccination.

Section 3 As determined by the Employer, required equipment and accessories needed to perform duties shall be provided and maintained in a safe manner. Such equipment and accessories shall remain the property of the Employer. Each employee is required to report equipment which the employee believes to be defective or unsafe conditions to the Administrator or Director of Nursing.

Section 4 When known, the Employer shall advise employees of the medical conditions and precaution designations of residents, in order to reduce the risk of infection and communicable disease. Such disclosure shall be subject to and limited by the patient's rights to confidentiality and to applicable state or federal law.

Section 5 When known, and as required by state or federal law, employees shall notify their Department Head that they have a medical or physical condition which provides a risk of infection or transmission to residents or coworkers.

Section 6 A Health and Safety Committee consisting of three (3) Union and three (3) Management representatives will be established. This committee will meet quarterly to discuss health and safety issues of concern to both sides. This committee shall have the power to make recommendations and based on these recommendations, the Administrator will implement appropriate solutions regarding health and safety issues that a majority of the committee deem appropriate.

#### **ARTICLE 30. LABOR MANAGEMENT COMMITTEE**

Section 1 The parties agree to establish a Labor/Management Committee for the purpose of fostering improved communication and promoting a climate of professionalism and constructive employee/employer relations.

Section 2 The Committee shall be composed of four (4) members each from labor and management. The Committee shall meet on a monthly basis unless otherwise agreed to by the parties. The Union organizer may be present.

Section 3 The Committee shall discuss and attempt to resolve problems with client care, training, staffing, health and safety, continuing education, job description and other issues of mutual concern.

Section 4 The Union and Management shall develop a proposed agenda and exchange agendas at least five (5) days prior to the meeting. Present or proposed policies and procedures may be proper subjects of discussion. The Committee may submit their recommendations to the Administrator for consideration.

Section 5 Labor/Management Committee meetings shall be scheduled during normal working hours and therefore shall be considered paid time.

#### **ARTICLE 31. UNION SECURITY**

The employer shall deduct monthly membership dues and, if appropriate, initiation fees payable to the union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form provided by the Employer.

When the exclusive representative provides the Employer with a written statement indicating that a majority of the bargaining unit employees are in favor of enacting a fair share fee, all employees in the bargaining unit pursuant to Section 4117.09 (C) of the Ohio Revised Code who do not become, or do not remain, members in the Union shall, during any such period of non-membership, be required as a condition of employment to pay to the Union a fair share fee of an amount equal to the dues uniformly required of its members. The deduction of the fair share fee from the payroll checks of bargaining unit employee shall be automatic and does not require authorization by the non-member employee.

Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Union shall be required to pay to the union a fair share fee as a condition of employment.

Employees covered by this Agreement who, for bona fide religious tenets or teachings of a church or religious body, are forbidden from joining a union shall contribute an amount equal to the fair share fee to a non-religious charity pursuant to the provisions of Section 4117.09 (C) of the Ohio Revised Code. The Employer is limited to deducting only Union dues or fair share fees for the exclusive representation of the bargaining unit unless otherwise stated in this agreement.

The employer will terminate dues deductions for the following reasons:

- A. Bargaining unit employee signs cancellation notification on the form provided by the Union;
- B. Bargaining unit employee resigns, is discharged, or severs employment with the Employer for any other reason;
- C. Bargaining unit employee is laid off.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any actions taken or not taken as a result of a request of the Union under the provisions of this article including fair share fees, deductions and remittances.

#### **ARTICLE 32. UNION RIGHTS**

Section 1 Delegates and Organizers The right of the Union to appoint nine (9) delegates is recognized. Delegates are Union stewards as the term is generally used.

Section 2 In addition to their regular work duties, the duties of the delegates during work time shall include the investigation and presentation of bargaining unit employees' grievances and representing said employees in meetings with the Home.

Delegates/organizers may receive and discuss complaints and grievances of employees on the premises and time of the Home provided it does not interfere with the normal operation of the Home. Delegates may use a reasonable amount of paid time to perform delegate duties.

Section 3 An organizer of the Union shall have access to the Home for the purpose of conferring with delegates, employees, or the Employer provided it does not interfere with the normal operation of the Home and the organizer has provided the Home with twenty-four hours advance notice.

Section 4 Employee's shall be permitted attendance at trainings, conventions, or Executive board meetings. The employer shall allow two employee's to attend. Such request shall be without pay. However, every two years all delegates are invited to the Delegates Assembly of which delegates are required to use vacation for this, and those requests shall follow the Vacation Article 17.

Section 5 Other Union Deductions The Employer, for the term of this Agreement, shall withhold other Union deductions from the pay of those employees who have voluntarily and individually authorized such deduction by executing and submitting a written authorization form (payroll deduction form) in a timely manner. All funds so deducted shall be remitted to the Union regularly.

Section 6 Bulletin Boards The Home shall provide a suitable space for the use of the Union for the purpose of posting bulletins, notices and other materials affecting the workers in the bargaining unit. Such space shall be conspicuous and readily accessible to workers in the course of employment.

Section 7 Meeting Room Space Space for meetings or conferences with employees shall be provided upon request, when available. Meeting room shall be left in the same or better condition as it was prior to the meeting.

Section 8 Union Orientation The Executive Board member shall be permitted a reasonable amount of time to orient new employees. Such orientation shall not interfere with the operation of the facility.

### **ARTICLE 33. PAYROLL CHECK-OFF AUTHORIZATION**

Section 1 Authorized Payroll Deductions for Union Dues.

1. Upon receipt of a lawfully written payroll authorization card from an employee who is a member of the Union, the Employer shall, pursuant to such authorization, deduct from the wages due said employee each month and remit to the Union at its Columbus, Ohio office regular monthly dues and initiation fees as required by the Union's constitution and bylaws. The initiation fee shall be paid in two consecutive monthly installments beginning with the first pay period after receipt of the employee's payroll authorization card.
2. The Employer shall be relieved from making such check-off deductions from any employee who has joined the Union and who has provided a check-off authorization upon (a) termination of employment; (b) transfer to an operation other than one governed by this bargaining unit; (c) layoff from work; (d) leave of absence as defined herein; and (e) revocation of check-off authorization in accordance with its terms or with applicable law.
3. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.
4. The Union shall advise the Employer in writing of the schedule of dues or fees to be deducted from each employee.
5. Each month the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.
6. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any actions, claims or proceedings, including attorneys fees, by an employee arising from deductions made by the Employer hereunder. Once those funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### **ARTICLE 34. SAVINGS CLAUSE**

If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect. The parties agree to meet and negotiate a lawful provision within a reasonable period of time to replace any provision found to be unlawful by a Court of competent jurisdiction.

### **ARTICLE 35. SUCCESSORSHIP**

Section 1 The Employer agrees that if the business is ever sold, the successor, also known as the purchaser, shall be bound by this labor agreement in the same manner as the current ownership is bound.

### **ARTICLE 36. APPLICATION OF STATE CIVIL SERVICE LAWS**

Section 1 The Union is the sole and exclusive representative of the bargaining unit, therefore, no current section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

This agreement may be amended only by written agreement between the Employer and the Union. No verbal statement shall supersede any provisions of this Agreement.

Fringe benefits and other rights granted by the Ohio Revised Code which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the Employer and the Union.

### **ARTICLE 37. FAMILY MEDICAL LEAVE ACT (FMLA)**

Section 1 While on an approved FMLA leave of absence employees may use up to one half of their accumulated Sick Leave. The Return to Service requirements found in Article 22 LEAVE OF ABSENCE WITHOUT PAY, Section 4 are applicable.

### **ARTICLE 38. RETAINING CNA CERTIFICATION**

Section 1 The Employer will allow all bargaining unit employees who have a CNA certification to perform such duties and work the number of hours required to keep their certification current, regardless of the classification title she/he now holds. A one (1) month notice must be given to the Department Head and the Director of Nursing.

### **ARTICLE 39. TERMINATION OF EMPLOYMENT**

Section 1 Except in cases of job abandonment, Bargaining Unit employees shall be told of their termination by the appropriate supervisor and/or Administrator prior to receiving written notification.

### **ARTICLE 40. ACTIVITIES - TRANSPORTING OF RESIDENTS**

Section 1 Transporting residents to activities shall primarily be the responsibility of activities aides. Nurse aides shall assist.

### **ARTICLE 41. TRANSPORTATION OF RESIDENTS IN FACILITY VEHICLE**

Section 1 Prior to transporting residents in the facility vehicle, every employee shall be properly inserviced on driving, van safety, and transferring and transporting of wheelchair residents. No one will be required to transport a resident without another employee in instances where the residents physical, and/or mental condition is unstable to the point where it would jeopardize the safety of the resident or the employee.

### **ARTICLE 42. LIMITED LIGHT DUTY**

Section 1 In the event of a verifiable condition that restricts an employee from performing all of her job duties, an employee shall have the right to "light duty" for a period of two (2) weeks. Such "light duty" may be extended for an additional two (2) weeks at the discretion of the Administrator.

Section 2 Light duty is limited to the following restrictions: one (1) housekeeping employee, one (1) laundry employee, two (2) aides day shift, two (2) aides afternoon shift, one (1) aide midnight shift, two (2) in dietary if one (1) is pregnancy.

Section 3 When pregnancy prohibits an employee from performing duties such as lifting, caring for aggressive residents, and exposure to certain chemicals and infectious diseases, upon written verification from the attending physician, such an employee shall be granted "light duty" for the term of the pregnancy if she continues to provide statements from the physician on a monthly basis.

### **ARTICLE 43. PERFECT ATTENDANCE MERIT AWARD**

Section 1 If an employee has perfect attendance during the scheduled two week pay period, the employee will earn an additional twenty-five cents (\$.25) per hour merit award for all regular hours worked.

Section 2 The employee will not be eligible to receive the merit award if he/she is absent or tardy in the two week pay period.

Section 3 Vacation, personal leave days and bereavement days do not qualify for merit award, but as long as the employee has otherwise perfect attendance during the two week pay period, he/she will earn the merit award for the scheduled hours worked.

Section 4 The merit award will be paid bi-weekly, on the pay period following the perfect attendance pay period.

Section 5 The merit award will be based on hours regularly scheduled to work. (e.g.: not on overtime, or extra hours worked).

### **ARTICLE 44. SCHEDULING**

#### Section 1 Posting of Work Schedules

A four (4) week schedule shall be posted at least two (2) weeks in advance. An employee shall not be required to change his/her posted schedule to avoid the payment of overtime to said employee.

#### Section 2 Schedule Changes

Employees are permitted to exchange days within their department after the posting of the schedule, as long as the payment of overtime is avoided and each party agrees with the exchange. The employees must see the department head or charge nurse prior to the schedule change. In an emergency, the employee will first attempt to contact the charge nurse, their department head, and then the administrator.

#### Section 3 Request Days Off

If an employee desires to request a specific day off a given schedule, he/she must submit the request, in writing, to the department head a minimum of three (3) weeks in advance of the beginning of the schedule. Each employee will be permitted to submit three (3) request days off per calendar month. Employees are permitted to request one (1) full weekend as one (1) request and two (2) other days that month.

#### Section 4 Weekend Scheduling

Each employee is permitted to request one (1) full weekend off per month. This will be considered as one (1) request. Requests will be honored based on the seniority status of the employees and the shift and assignment. The flexible shift staff will be assigned a shift for weekend coverage.

Weekend requests will be honored according to seniority. After each employee has been granted one (1) full weekend (Saturday and Sunday consecutively), employees will be granted two (2) full weekends based on seniority and the availability of staff.

Weekend scheduling shall apply to all departments. Employees must work full eight (8) hour shifts on weekends and week days.

#### Section 5 Scheduling Errors

Employees alleging scheduling errors shall have 72 hours after posting of schedule to notify their immediate supervisor of schedule discrepancy. (Excluding weekends and Holidays.) In the event an employee fails to notify their immediate supervisor within the specified 72 hours, such employee must work the posted schedule, and shall not be subject to the grievance procedure. In the event the posted schedule is corrected, affected employees, bumped from the schedule shall not be subject to the grievance procedure, if bumped within the 72 hours. No employees shall be scheduled for more that five (5) consecutive days, without his/her consent.

Regular scheduling shall be scheduled by seniority. Any proposed modifications shall first be discussed at Labor/Management meetings.

### **ARTICLE 45. NO MAKE-UP WEEKENDS**

Section No Make-up Weekends Employees shall not be required to make up weekends when they report off due to illness on the weekends.

### **ARTICLE 46. ABSENTEE - TARDINESS POLICY**

It is essential for the success of the employer and for the security of the employees that the employer maintains its ability to provide adequate professional and incidental services to the residents and clients of Park Health Center on a 24 hour, 365 day basis.

In order to accomplish this objective, regular and prompt attendance at work is required of all employees, thus eliminating the burden and hardship placed upon fellow employees who are required to work beyond their scheduled hours due to others absenteeism and causing inefficiency and disorder in the work force. Therefore, the following policy will be adopted:

#### **May 1 through April 30**

3rd Incident	Counseling session
4th Incident	Verbal warning
5th Incident	Written warning
6th Incident	Three (3) day suspension
7th Incident	Five (5) day suspension
8 <sup>th</sup> Incident	Fifteen (15) day suspension
9 <sup>th</sup> Incident	Termination

Employees working eight (8) hours or more of an unscheduled shift shall have an incident removed, hours are accumulative in one hour increments up to eight (8) hours.

If an employee has no incidents in six (6) consecutive months of the employee's last incident then the last incident will be withdrawn.

Tardiness is the failure of an employee to report for work at his / her work stations and / or desk more than (1) minute after his / her scheduled starting time or where he /she left work prior to the end of his / her quitting time. Each tardy and / or leaving early will count as 1/4 (one-fourth) of an incident. For purposes of the incentive pay, you must not be tardy more than one minute.

#### **OCCURRENCES NOT COUNTED**

- |                          |   |
|--------------------------|---|
| 1. Bereavement           | 7. Medical Leave                                      |
| 2. Jury duty             | 8. F.M.L.A.   |
| 3. Work Related Injuries | 9. On going occurrences with approval of the Director |
| 4. Personal Days         | 10. Vacation  |
| 5. Workers Compensation  | 11. ADA   |
| 6. Pre-approved time off |   |

#### **May 1 through April 30**

#### **NO CALL - NO SHOW**

1st Incident 15 day suspension

2nd Incident Termination

In the event an employee is absent three (3) consecutive days without notifying or prior approval, such employee shall be considered as having voluntarily resigned, resulting in termination of employment.

#### **WEATHER TARDINESS AND/OR ABSENTEEISM**

Absenteeism or tardiness because of the weather shall be addressed on a case by case basis by the Director.

#### **DUE PROCESS:**

The employer agrees that in the administration of this policy, any employee affected by the terms and conditions of this policy shall be entitled to due process as provided under the provisions of Article 9, Grievance and Arbitration Procedure.

**ARTICLE 47 UNIFORM ALLOWANCE**

Employees with one year or more of service shall have the option of ordering uniforms from two different vendors to be determined by a Labor Management Committee. The Labor Management Committee will review the choice of vendors annually.

Each employee will be provided with a seventy-five dollar credit toward the purchase of uniforms. Those employees exempted from wearing uniforms may elect to wear uniforms at the same option as those currently required to wear uniforms. However, if you order uniforms you must then wear them. There shall be no carryover balance. The program is only available in the month of September.

**ARTICLE 48. DURATION**

This Agreement is effective May 2, 2003 and shall terminate at 11:59 p.m. May 1, 2006,

**SIGNATURE PAGE**

Executed at St. Clairsville this 23rd day of April, 2003.

FOR THE UNION

Carol K. Walters /s/

Carol K. Walters

AEIU, AFL-CIO

FOR THE EMPLOYER

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr, President

Belmont County Commissioner

Ryan E. Olexo /s/

Ryan E. Olexo Vice President

Belmont County Commissioner

Mark A. Thomas /s/

Mark A. Thomas

Belmont County Commissioner

Michael Kinter /s/

Michael Kinter

BCDJFS Human Resources

Darlene Pempek /s/

Darlene Pempek, Clerk

Belmont County Commissioner

Lynn Arritt /s/

Lynn Arritt, Administrator

Park Health Center

Pam Neff /s/

Approved as to form: Pam Neff, Personnel Officer

**Park Health Center**

Frank Pierce /s/

Frank Pierce

Belmont County Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Probst Yes

Mr. Olexo Yes

Mr. Thomas Yes

**UNDER DISCUSSION**

Commissioner Probst stated that ongoing negotiations went smoothly with both sides working towards a common goal. Commissioner Thomas commented, "There has been ongoing negotiations with the bargaining unit at Park Health Center, and we are pleased to announce both sides have reached an agreement, as presented in the motion." Commissioner Probst went over the wage increases. Commissioner Thomas stated, "I would like to thank both the management at Park Health Center, Mike Kinter, Darlene Pempek, and also the Union. These negotiations went as well as negotiations could probably go in any contract. That is a testament to both sides, who did an excellent job recognizing that they were both there not only to see that our employees were treated fairly, but also first and foremost, the concern for the residents there is tremendous because these employees are very dedicated to their jobs. They want to be treated fairly; we want to treat them fairly. Everybody was on the same page as to what the final intent was with the contract, and that is that that operation run as smoothly as possible, the cooperation between the parties go as smoothly as possible with the end result being, the residents continue to get first rate care. We are very, very appreciative of everyone involved in negotiations, and also of the employees who do a great job there." Commissioner Olexo stated this was the first time negotiations at Park Health Center went so smoothly, "It reflects on the administration and the willingness of the administration and union to work together. Just wanted to let you know that we appreciate that, both to the administration and to the union, who don't happen to be here yet. I would like to thank Michael and Darlene, thank you once again. I don't think we could say thank you enough."

**IN THE MATTER OF ADVERTISING FOR BIDS FOR TRANSPORTATION VAN/BELMONT SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the request to purchase an additional transportation van for the Belmont Senior Services to meet the increasing demand for transportation of Senior Citizens to doctor appointments, kidney dialysis and chemotherapy as approved and submitted by the BSS Board of Trustees.

To the Board of Trustees:

Belmont Senior Services needs to purchase a van to meet the increasing demand for transportation of Senior Citizens to doctor's appointments, kidney dialysis and chemotherapy. The ability to provide the service with the current vehicles has reached a maximum. The needs and comfort of the Senior clients who need this transportation are very important, and we have found that many have a hard time climbing up into the vans that are used for these trips. In researching for an alternative vehicle, a small van was found that fits the criteria required for their comfort. This van gets almost twice the gas mileage at almost half the price of a standard van.

This request is for the Belmont Senior Services Board of Trustees to authorize the purchase of one (1) Transportation Van for the agency.

Approved

Disapproved

By majority vote on April 22, 2003

Joseph Hudak /s/

Chairman

4/22/03

Date

**ADVERTISE FOR BIDS**

It appearing to the Board that it would be to the best interest of the Public to ask and receive bids for furnishing the Belmont Senior Services with an additional transportation van, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Notice to Bidders" as follows:

**NOTICE TO BIDDERS**

**BELMONT COUNTY COMMISSIONERS' OFFICE  
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 10:00 A.M. (Local Time) Wednesday, May 14, 2003 for furnishing One (1) New Transportation Van for the Belmont Senior Services, Inc., then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

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

Times Leader Advertisement: Two (2) Mondays: April 28 and May 5, 2003

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF  
A PORTION OF BACK STREET/  
WAYNE TOWNSHIP, SEC 18, T6, R5/RD IMP 1079**  
Petitioned for by freeholders and others

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

**Journal Entry--Order Upon View of Proposed Improvement**

**ORDER TO COUNTY ENGINEER**

Rev. Code. Sec. 5553.06

Mr. Olexo moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the 23rd day of April 2003, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 7th day of May 2003 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted April 23, 2003

Darlene Pempek /s/  
Clerk, Board of County Commissioners  
Belmont County, Ohio

**IN THE MATTER OF DISCUSSION HELD  
RE: ADMINISTRATIVE ASSISTANT DAY**

The Commissioners called their office staff employees to the meeting and introduced them. Acknowledging "Administrative Assistant's Day" Commissioner Probst stated, "These are the ladies behind the scenes that you don't see." Commissioner Olexo stated they were the glue that held the office together. Being recognized were, Carol Blankenship, Roberta Jenkins, Jayne Long and Kathy Marino.

**IN THE MATTER OF ADOPTING PROCLAMATION  
IN HONOR OF JACOB LACKMAN FOR RECEIVING  
THE BOY SCOUTS OF AMERICA EAGLE SCOUT AWARD**

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

**PROCLAMATION**

**WHEREAS**, Jacob Lackman, Boy Scouts of America, Troop 212, will be receiving the Eagle Scout Award on May 4, 2003, and;

**WHEREAS**, The Board of Belmont County Commissioners desires to commend Jacob on his accomplishment and his fine representation of Belmont County, and;

**WHEREAS**, The "Aims of Scouting" are character development, citizenship training, and personal fitness; and

**WHEREAS**, Jacob has accomplished the methods by which these aims are achieved and demonstrates that he lives by the principles of the Scout Oath and Scout Law in his daily life; and

**WHEREAS**, Eagle Scout is the highest advancement rank in Scouting; and

**WHEREAS**, The Commission recognizes the hard work and effort put forth to earn this honor, and encourages our youth to continue to strive for high goals;

**THEREFORE**, be it resolved that the Belmont County Board of Commissioners extends its congratulations to Jacob Lackman, Boy Scouts of America, Troop 212, on the honor of being bestowed the Eagle Scout Award.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS' MEETING AT 11:15 A.M.**

Motion made by Mr. Probst, seconded by Mr. Olexo to adjourn the meeting at 11:15 A.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 30th day of April A.D., 2003.

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\_\_\_\_\_ COUNTY COMMISSIONERS

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We, Charles R. Probst, Jr. 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