

St. Clairsville, Ohio

October 25, 2017

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, Commissioners and Jayne Long, Clerk of the Board.

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,029,514.93

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

A00 GENERAL FUND/AUDITORS

FROM	TO	AMOUNT
E-0011-A001-B02.002 Salaries	E-0010-A001-B01.001 Salaries-Officials	\$1,767.37
E-0011-A001-B02.002 Salaries	E-0012-A001-B12.002 Salaries	\$7,300.00
E-0011-A001-B02.002 Salaries	E-0012-A001-B14.003 PERS	\$960.00
E-0011-A001-B02.002 Salaries	E-0013-A001-B12.002 Salaries	\$3,900.00
E-0011-A001-B02.002 Salaries	E-0013-A001-B18.003 PERS	\$500.00
E-0082-A002-C21.012 Equipment	E-0082-A002-C38.000 Other Expenses	\$3,322.63
E-0131-A006-A09.000 Medical	E-0131-A006-A03.010 Supplies	\$5,000.00
E-0131-A006-A09.000 Medical	E-0131-A006-A16.000 Other Expenses	\$5,000.00

K00 MVGT/ENGINEERS

FROM	TO	AMOUNT
E-2813-K000-K37.000 Other Expenses	E-2813-K000-K40.074 Transfers Out	\$9,000.00
E-2813-K000-K44.050 Loan	E-2813-K000-K40.074 Transfers Out	\$86,000.00

S17 CHILDREN SERVICES/BCDJFS

FROM	TO	AMOUNT
E-2765-S017-S31.000 Other Expenses/Local Levy	E-2765-S017-S24.000 Medical Assistance	\$15,000.00

S49 MENTAL HEALTH/MHRB

FROM	TO	AMOUNT
E-2310-S049-S54.011 Contract Services	E-2310-S049-S59.000 Travel & Expenses	\$3,000.00

S79 CERTIFICATE OF TITLE ADMINISTRATION/CLERK OF COURTS

FROM	TO	AMOUNT
E-6010-S079-S03.010 Title Supplies	E-6010-S079-S10.074 Transfers Out	\$5,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers between funds as follows:

K00 MVGT/ENGINEERS AND THE O39 BOND RETIREMENT-ENG BRIDGE RETAINING WALL

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$95,000.00

S66 BOARD OF DEVELOPMENTAL DISABILITIES AND OTHER VARIOUS FUNDS

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2411-S067-S11.574 Transfers In	\$300,000.00
E-2410-S066-S84.074 Transfers Out	R-2412-S068-S08.574 Transfers In	\$1,000,000.00
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$1,000,000.00

S79 CERTIFICATE OF TITLE ADMINISTRATION AND THE A00 GENERAL FUND

FROM	TO	AMOUNT
E-6010-S079-S10.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$5,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF REPAYMENT FOR THE CASH ADVANCE FOR THE W80 PROSECUTOR'S VICTIM PROGRAM BACK TO THE A00 GENERAL FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following **REPAYMENT for the CASH ADVANCE OF FUNDS** for the W80 Prosecutors Victim Assistance Program.

FROM	TO	AMOUNT
E-1511-W080-P15.075 Advances Out	R-0040-A000-A48.575 Advances In	\$1,750.00

Upon roll call the vote was as follows:

Mr. Thomas
Mr. Meyer
Mr. Dutton

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****JANUARY 3, 2017****

S17 CHILDREN SERVICES FUND/BCDJFS

E-2765-S017-S31.000 Other Expenses \$400,000.00

****OCTOBER 11, 2017****

A00 GENERAL FUND

E-0055-A004-B18.000 Other Expenses \$310.06

****OCTOBER 25, 2017****

A00 GENERAL FUND

E-0021-A002-E03.000 Legal Supplies \$5,000.00
 E-0051-A001-A50.000 Budget Stabilization \$6,665.42
 E-0054-A006-F11.012 Equipment \$2,000.00
 E-0055-A004-B18.000 Other Expenses \$675.00
 E-0131-A006-A17.012 Cruisers \$20,000.00

H00 PUBLIC ASSISTANCE FUND/BCDJFS

E-2510-H000-H01.002 Salaries \$100,000.00
 E-2510-H000-H17.000 Other Expenses \$88,775.44

H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H14.000 Belmont Co. \$1,500.00

K00 MVGT/ENGINEERS

E-2812-K000-K12.000 Materials Road \$24,595.09

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L05.011 Contract Services \$37.51
 E-1810-L001-L09.000 Travel and Expenses \$1,833.33

N41 ISSUES TWO MONIES/AUDITORS

E-9041-N041-N10.055 Project Payments \$146,335.00

O39 BOND RETIREMENT-ENGINEERS BRIDGE-RETAINING WALL

E-9218-O039-O01.050 Principal \$95,000.00

O51 BOND RET-2014 REFUNDING 97 BOND/BCSSD

E-9251-O051-O01.050 Principal Loan Payments \$225,000.00
 E-9251-O051-O02.051 Interest Payments \$35,000.00

O52 BOND RET-2014 REFUNDING 92 BOND/BCSSD

E-9252-O052-O01.050 Principal Loan Payments \$90,000.00
 E-9252-O052-O02.051 Interest Payments \$8,000.00

S31 N.S.L.A. OAKVIEW JUVENILE

E-8011-S031-S02.000 Food (NSLA/Meal Tickets) \$1,819.64

S77 COMMUNITY BASED CORRECTIONS ACT GRANT/ADULT PROBATION

E-1520-S077-S01.002 Salaries \$17,386.75
 E-1520-S077-S02.005 Medicare \$252.00
 E-1520-S077-S03.003 PERS \$2,434.25
 E-1520-S077-S04.006 Hospitalization \$3,184.00
 E-1520-S077-S05.004 Workers Comp \$313.00

W80 PROSECUTOR'S VICTIM PROGRAM

E-1511-W080-P01.002 Salaries \$11,851.04
 E-1511-W080-P05.003 PERS \$539.14
 E-1511-W080-P07.006 Hospitalization \$5,922.28
 E-1511-W080-P08.005 Medicare \$100.00
 E-1511-W080-P16.000 Consultant \$515.00

SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000 Medical \$802.61
 E-0131-A006-A23.000 Background \$365.00
 E-0131-A006-A24.000 E-SORN \$320.00
 E-0131-A006-A32.000 Warrant Fee \$2,320.00
 E-1652-B016-B02.000 DUI \$148.00
 E-5100-S000-S01.010 Commissary \$6,522.57
 E-8101-S001-S06.000 CCW License \$1,858.00
 E-8101-S001-S07.012 CCW Equipment \$1,695.00
 E-9710-U010-U06.000 Reserve \$17,438.25

Upon roll call the vote was as follows:

Mr. Thomas Yes
 Mr. Meyer Yes
 Mr. Dutton Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR THE DELTA DENTAL

CHARGEBACKS FOR THE MONTHS OF OCTOBER & NOVEMBER, 2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for the Delta Dental Chargebacks for the months of October & November, 2017.

FROM

	TO	AMOUNT
E-0256-A014-A12.006 GENERAL		
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	19,260.82
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	524.62
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	562.32
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	0.00
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	205.76
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	102.88
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	205.76
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	27.60

E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	0.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	36.76
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	0.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	149.20
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	135.44
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	55.56
E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	190.34
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	5.92
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	503.38
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	205.76
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	0.00
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	1,779.62
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	0.00
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	459.44
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	0.00
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	51.44
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	102.88
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	51.44
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	51.44
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	215.98
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	205.76
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	37.70
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	308.64
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	1,543.20
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	102.88
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	178.28
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	140.58
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	102.88
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	1,936.05
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	652.87
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	0.00
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	552.10
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	3,792.48
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	589.80
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	1,404.21
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	0.00

E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	37.70
TOTAL	R-9891-Y091-Y07.500	<u>51.44</u>
		36,726.69

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF OCTOBER & NOVEMBER, 2017**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for the Vision Insurance Chargebacks for the months of October and November, 2017.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	5,334.30
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	147.06
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	159.12
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	55.44
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	55.44
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	496.62
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	131.40
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	981.18
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	13.86
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	13.86
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	13.86
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	63.90
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	55.44
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	7.78
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	40.44
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	10.18
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	51.30
E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV.	R-9891-Y091-Y06.500	1.88
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	38.40
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	14.98
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	55.44

E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	136.36
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	415.80
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	51.84
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	599.04
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	534.21
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	182.37
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	150.66
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	162.72
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	386.91
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	13.86
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>12.06</u>
TOTAL		10,799.91

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Thomas, seconded by Mr. Meyer to request the Belmont Co. Budget Commission certify the following monies.

C. PRICE/REFUND AND REIMBURSEMENT-\$675.00 in Refunds and Reimbursements deposited into R00050-A000-A45.500 on
\$350.00 on 08/08/17
\$200.00 on 09/12/17
\$125.00 on 10/13/17

OIL & GAS RECEIPTS/GENERAL FUND-\$6,665.42 in Oil and Gas receipts deposited into R-0050-A000-A02.500 on
10/02/17 -\$1,652.58
10/04/17-\$577.02
10/04/17-\$130.00
10/04/17-\$131.60
10/05/17-\$2,275.00
10/10/17-\$1,437.25
10/16/17-\$461.97

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated _October 25, 2017, 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 to order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:
AUDITORS-Roger Conroy and Larry Craig to Dublin, OH, on November 15-17, 2017, to attend the C.A.A.O. Winter Conference. Estimated expenses: \$1,500.00.

SENIORS-Donna Steadman to Moundsville, WV, on November 9, 16, 21 & 28, 2017, for a senior outing to the Four Seasons Pool. Kelly Fetzter to Wheeling, WV, on November 9, 2017, for a senior outing to Oglebay Park. Tish Kinney to Amish Country on November 9, 2017, for a senior outing. Donna Steadman and Mary Beth Tennant to Woodsfield, OH, on November 14, 2017, for a senior outing to Westwood Place. Tish Kinney to Wheeling, WV, on November 17, 2017, for a senior outing to Wheeling Center Market. Daisy Braun to Wheeling, WV, on November 21, 2017, for a senior outing to Abbey's Restaurant and Jebbia's Market. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Mr. Thomas made the following announcement-

The Belmont County Board of Commissioners is accepting applications to fill a position on the Transportation Improvement District (TID) Board. Applications will be accepted through **November 10**, 2017. Interested parties may stop in or contact the Commissioners' office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

**IN THE MATTER OF APPROVING QUOTE FROM
SIMPLEX GRINNELL LLP/OAKVIEW ADMINISTRATION BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve Quote Number 546-2226928 from Simplex Grinnell LLP, in the amount of \$1,792.64 to furnish the work and/or materials necessary to replace the upright, horizontal and vertical sprinkler heads on the sprinkler system at the Oakview Administration Building.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE
BY SEPARATE INSTRUMENT FOR NICOLE J. WILSON/BELOMAR**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for **Nicole J. Wilson**, for a mortgage deed dated August 30, 2006 as recorded in Volume 0074, pages 252-257 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated August 30, 2006, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0074 at pages 252-257, and executed by Nicole J. Wilson, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

10-25-17

Belmont County Commissioners:

Date

By: Mark A. Thomas /s/
Mark A. Thomas, President
J. P. Dutton /s/
J. P. Dutton
Josh Meyer /s/
Josh Meyer

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING INTO A ROADWAY USE
MAINTENANCE AGREEMENT WITH ECLIPSE RESOURCES I, LP**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Eclipse Resources I, LP, effective October 25, 2017, for pipeline or drilling activity at 0.40 miles of CR 40A (Old National Road) for the Boyd Hall Unit.

Note: Bond not required per County Engineer Terry Lively. Ascent Resources-Utica, LLC, has provided a geotechnical analysis report.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE, COMPRESSOR OR DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Eclipse Resources I, LP, whose address is 2121 Old Gatesburg Road, Suite 110, State College, PA, 16803 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Kirkwood Township in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Boyd Hall Unit], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Boyd Hall Unit] (hereafter collectively referred to as "oil and gas development site") located in Kirkwood Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 0.40 miles of CR 40A (Old National Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [Boyd Hall Unit], for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline or Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline or Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline or Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline or Drilling Activity, prior to the start of Pipeline or Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 40A to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with Fairview Road and ending at the entrance to the Boyd Hall Well Pad. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 40A for any of its Pipeline or Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline or Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline or Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline or Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline or Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline or Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$0.00 & 00/100 DOLLARS (\$400,000.00 per mile paved; \$200,000 per mile unpaved). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on October 25, 2017.

Executed in duplicate on the dates set forth below.

Authority

By: Mark A. Thomas /s/
Commissioner

By: J. P. Dutton /s/
Commissioner

By: Josh Meyer /s/
Commissioner

By: Terry Lively /s/
County Engineer

Dated: 10-25-17

Approved as to Form:
David K. Liberati /s/ Assist P. A.

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: Kyle Bradford /s/

Printed Name: Kyle Bradford

Company Name: Eclipse Resources I, LP

Title: Director of Drilling and Completions

Dated: 10/3/2017

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF CREATING A COUNTY MEDICAID SALES TAX TRANSITION FUND FOR THE RECEIPT OF STATE TRANSITIONAL AID UNDER HB 49 (STATE BUDGET)

On this 25th day of October 2017, the board of county commissioners met in regular session with the following members present:

Mr. Thomas Mr. Dutton Mr. Meyer

Mr. Thomas moved to adopt the following resolution:

WHEREAS, the state biennial budget for fiscal years 2010-2011 (Am. Sub. House Bill 1 of the 128th General Assembly) subjected health care services purchased from Medicaid managed care organizations (MCOs) to the sales tax beginning October 1, 2009; and

WHEREAS, the Centers for Medicare and Medicaid Services (CMS) advised Ohio that taxing a subset of health care providers at the same rate as a statewide sales tax is not permissible and that a new method be implemented by July 1, 2017; and

WHEREAS, the state biennial budget for fiscal years 2018-2019 (Am. Sub. House Bill 49 of the 132nd General Assembly) replaces the sales tax on Medicaid MCOs with an assessment on health insuring corporations that will result in the loss of over \$200 million annually in revenue for counties and transit authorities; and

WHEREAS, Am. Sub. House Bill 49 of the 132nd General Assembly also includes a one-time allocation of \$207 million in state fiscal year 2018 for a Medicaid Local Sales Tax Transition Fund to mitigate the loss of this annual revenue; and

Whereas, Division (C) of temporary law provision 387.20 (MEDICAID LOCAL SALES TAX TRANSITION FUND) of Am. Sub. H.B. No. 49 requires each county and transit authority to establish a County Medicaid Sales Tax Transition Fund by October 15, 2017 for the purpose of receiving distributions of transitional aid; and

Whereas, Division (A) of this temporary law provision requires such aid to be “used to mitigate the effects of, and assist in the adjustment to, the reduced sales tax revenues of counties and affected transit authorities caused by the repeal of sales tax collected by Medicaid health insuring corporations on health care transactions;” and

Whereas, Divisions (D) and (E) of temporary law provision 387.20 provides for a distribution of transitional aid to Belmont County in the amount of \$256,847.50 in two equal installments on or before November 1, 2017 and between January 1, 2018 and February 1, 2018; and

Whereas, the establishment of a County Medicaid Sales Tax Transition Fund is mandated by Division (C) of temporary law provision 387.20 and thus the approval of the state auditor and tax commissioner otherwise required by RC 5705.12 is not necessary; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Belmont County, Ohio, hereby authorizes the creation of the County Medicaid Sales Tax Transition Fund which is to be used to receive and distribute transition payments from the Ohio Tax Commissioner; and

THEREFORE, BE IT FURTHER RESOLVED, that the clerk is directed to send a copy of this resolution to the Belmont County Auditor, Belmont County Treasurer and Belmont County Prosecutor; and

It is found and determined that all formal actions of this board concerning and relating to the adoption of this resolution were adopted in an open meeting of this board, and that all deliberations of this board that resulted in such formal actions were in meetings open to the public, in compliance with all requirements of law.

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

Mr. Thomas	<u>Yes</u>
Mr. Dutton	<u>Yes</u>
Mr. Meyer	<u>Yes</u>

IN THE MATTER OF SIGNING THE 2017 ENVIRONMENTAL COMPLIANCE STATEMENTS FOR BELMONT COUNTY METROPOLITAN HOUSING AUTHORITY

Motion made by Mr. Dutton, seconded by Mr. Meyer to authorize Commission President Mark A. Thomas to sign the 2017 Environmental Compliance Statements for the Belmont County Metropolitan Housing Authority.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF SIGNING APPLICATION FOR MEMBERSHIP TO THE DANGEROUS WILD ANIMAL RESPONSE TEAM (DWARD)

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the application for membership to the Dangerous Wild Animal Response Team (DWARD) for Brian Baker, Game Warden for the Ohio Department of Natural Resources, Division of Wildlife, and authorize the submittal of the form to the Ohio Department of Agriculture for approval for the term effective immediately through June 30, 2019.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ADOPTING NEW JOB DESCRIPTION AND PAY SCALE FOR LOCATOR AT BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt new job description and pay scale for Locator at the Belmont County Sanitary Sewer District, new document will be stored in the Belmont County Water & Sewer Department Job Classification Handbook, effective October 25, 2017.

Belmont County Water and Sewer District

Position: Locator
Hourly Rate: See Current Pay Scale
Department: Mapping
Supervisor: Engineer Associate

Job Duties

Maintain a safe and secure work environment, perform various unskilled and service skilled tasks including, but not limited to: Locating water and sewer lines, curb boxes, main line valves, meter wells, air releases, hydrants, manholes, lamp holes, clean outs, etc.. Perform excavation with a shovel to expose buried utilities when necessary. Complete locates accurately and efficiently. Operate GIS equipment for locating and mapping purposes. Provide accurate documentation and or sketches related to all locates completed. Use computer to receive, document and close out excavation notices from the Ohio Public Utility Service system. Read and interpret utility maps/prints to identify the type and size of underground utilities. May also, produce drawings as needed for department using AutoCAD, organize and record as-built drawings into mapping system, and update utility mapping. Must be self-motivated, detail oriented, organized, and have good record keeping skills. Cleans and maintains department equipment as well as office area. Performs other related work as required.

Additional Job Duties

May perform portions of the work of higher classified positions occasionally, as assigned.

Major Work Characteristics

Essential employee, overtime as needed. Knowledge of safe work practices and procedures. Mapping GPS coordinates. Use of related software programs and location equipment. Knowledge of AutoCAD software. Ability to follow and comprehend written and/or verbal instructions.

Physical Requirements

See Belmont County Water and Sewer District Functional Job Analysis by Working Options. Energetic; able to climb stairs.

Minimum Qualifications

High School Education; 1 year Utility Locating experience or equivalent waterline/sewer line construction experience; Valid driver's license; Skill in operating personal computer, printer, fax machine and copier; Knowledge of Microsoft Office Word, Excel and AutoCAD.

Unusual Work Conditions

May be exposed to various extreme weather conditions (e.g. heat, cold, rain, snow, sun). May be exposed to general outside hazards such as: poison ivy and/or poison oak, motor vehicle traffic and construction equipment.

Belmont County Water and Sewer District

Position: Locator I
Hourly Rate: See Current Pay Scale
Department: Mapping
Supervisor: Engineer Associate

Job Duties

Maintain a safe and secure work environment, perform various unskilled and service skilled tasks including, but not limited to: Locating water and sewer lines, curb boxes, main line valves, meter wells, air releases, hydrants, manholes, lamp holes, clean outs, etc.. Perform excavation with a shovel to expose buried utilities when necessary. Complete locates accurately and efficiently. Operate GIS equipment for locating and mapping purposes. Provide accurate documentation and or sketches related to all locates completed. Use computer to receive, document and close out excavation notices from the Ohio Public Utility Service system. Read and interpret utility maps/prints to identify the type and size of underground utilities. May also, produce drawings as needed for department using AutoCAD, organize and record as-built drawings into mapping system, and update utility mapping. Must be self-motivated, detail oriented, organized, and have good record keeping skills. Cleans and maintains department equipment as well as office area. Performs other related work as required.

Additional Job Duties

May perform portions of the work of higher classified positions occasionally, as assigned.

Major Work Characteristics

Essential employee, overtime as needed. Knowledge of safe work practices and procedures. Mapping GPS coordinates. Use of related software programs and location equipment. Knowledge of AutoCAD software. Ability to follow and comprehend written and/or verbal instructions.

Physical Requirements

See Belmont County Water and Sewer District Functional Job Analysis by Working Options. Energetic; able to climb stairs.

Minimum Qualifications

High School Education; 8 years Utility Locating experience or equivalent waterline/sewer line construction experience or Ohio EPA Water Distribution I Certification; Valid driver's license; Skill in operating personal computer, printer, fax machine and copier; Knowledge of Microsoft Office Word, Excel and AutoCAD.

Unusual Work Conditions

May be exposed to various extreme weather conditions (e.g. heat, cold, rain, snow, sun). May be exposed to general outside hazards such as: poison ivy and/or poison oak, motor vehicle traffic and construction equipment.

Belmont County Water and Sewer District

Position: Locator II
Hourly Rate: See Current Pay Scale
Department: Mapping
Supervisor: Engineer Associate

Job Duties

Maintain a safe and secure work environment, perform various unskilled and service skilled tasks including, but not limited to: Locating water and sewer lines, curb boxes, main line valves, meter wells, air releases, hydrants, manholes, lamp holes, clean outs, etc.. Perform excavation with a shovel to expose buried utilities when necessary. Complete locates accurately and efficiently. Operate GIS equipment for locating and mapping purposes. Provide accurate documentation and or sketches related to all locates completed. Use computer to receive, document and close out excavation notices from the Ohio Public Utility Service system. Read and interpret utility maps/prints to identify the type and size of underground utilities. May also, produce drawings as needed for department using AutoCAD, organize and record as-built drawings into mapping system, and update utility mapping. Must be self-motivated, detail oriented, organized, and have good record keeping skills. Cleans and maintains department equipment as well as office area. Performs other related work as required.

Additional Job Duties

May perform portions of the work of higher classified positions occasionally, as assigned.

Major Work Characteristics

Essential employee, overtime as needed. Knowledge of safe work practices and procedures. Mapping GPS coordinates. Use of related software programs and location equipment. Ability to generate drawings using AutoCAD software. Ability to follow and comprehend written and/or verbal instructions.

Physical Requirements

See Belmont County Water and Sewer District Functional Job Analysis by Working Options. Energetic; able to climb stairs.

Minimum Qualifications

High School Education; 15 years Utility Locating experience or equivalent waterline/sewer line construction experience or Ohio EPA Water Distribution II Certification; Valid driver's license; Skill in operating personal computer, printer, fax machine and copier; Efficient with Microsoft Office Word, Excel and AutoCAD software.

Unusual Work Conditions

May be exposed to various extreme weather conditions (e.g. heat, cold, rain, snow, sun). May be exposed to general outside hazards such as: poison ivy and/or poison oak, motor vehicle traffic and construction equipment.

Starting to Top Tier Salary Pay Scales

Mapping

Effective 6-18-17

	Classification	Adjustment	Pay Scale
	Engineer Associate		
	Starting Salary (New Hire)		\$26.00
	1st Annual	\$0.50	\$26.50
	2nd Annual	\$0.50	\$27.00
	Top Tier	\$0.50	\$27.50

Draftsman		
Starting Salary (New Hire)		\$16.00
1st Annual	\$0.50	\$16.50
2nd Annual	\$0.50	\$17.00
Top Tier	\$0.50	\$17.50
Draftsman I		
Starting Salary (New Hire)		\$17.50
1st Annual	\$0.50	\$18.00
2nd Annual	\$0.50	\$18.50
Top Tier	\$0.50	\$19.00
Draftsman II		
Starting Salary (New Hire)		\$19.50
1st Annual	\$0.50	\$20.00
2nd Annual	\$0.50	\$20.50
Top Tier	\$0.50	\$21.00
Effective 10-25-17		
Locator		
Starting Salary (New Hire)		\$16.00
1st Annual	\$0.50	\$16.50
2nd Annual	\$0.50	\$17.00
Top Tier	\$0.50	\$17.50
Locator I		
Starting Salary (New Hire)		\$17.50
1st Annual	\$0.50	\$18.00
2nd Annual	\$0.50	\$18.50
Top Tier	\$0.50	\$19.00
Locator II		
Starting Salary (New Hire)		\$19.50
1st Annual	\$0.50	\$20.00
2nd Annual	\$0.50	\$20.50
Top Tier	\$0.50	\$21.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
ELEANOR MURPHY, PART-TIME KENNEL STAFF/ANIMAL SHELTER**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the resignation of Eleanor Murphy, Part-Time Kennel Staff at Belmont County Animal Shelter, effective October 20, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes

Mr. Dutton Yes

IN THE MATTER OF APPROVING THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES UNION CONTRACT

Motion made by Mr. Thomas, and seconded by Mr. Dutton to adopt the following resolution:

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners (“Commissioners”) is the co-appointing authority for the Belmont County Department of Job and Family Services and empowers the Board to establish compensation and set benefit levels for Belmont County Department of Job and Family Services’ bargaining unit employees; and

WHEREAS, pursuant to the Ohio Revised Code, the “Commissioners” as co-appointing authority for the Belmont County Department of Job and Family Services, establish compensation and benefit levels and authorize any hiring and/or employment changes.

NOW THEREFORE, BE IT RESOLVED the Board of Belmont County Commissioners, as co-appointing authority of the Department of Job and Family Services, does hereby approve the labor agreement with the Ohio Council 8, AFSCME, AFL-CIO, Local 3073, for the period of November 1, 2017 through October 31, 2020.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Meyer Yes

**AGREEMENT
BETWEEN
THE COUNTY OF BELMONT, OHIO
AND THE
BELMONT COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES
AND
OHIO COUNCIL #8, Local 3073
AFSCME, AFL-CIO
November 1, 2017 through October 31, 2020**

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Appendix A	Bargaining Unit Pay Schedule
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ARTICLE 1

PREAMBLE AND PURPOSE

Section 1.1

This agreement is made by and between the County of Belmont, Ohio, Belmont County Department of Job and Family Services, hereinafter referred to as the Employer and Local 3073, the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO hereinafter known as the Union. Any name change to the Department of Job and Family Services will not affect this Agreement.

This agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of the terms and conditions of their employment. It is also the intent of this Agreement to set forth understandings between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein, thereby complying with the requirements of Chapter 4117 of the Ohio Revised Code. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances which may arise.

Section 1.2

The provisions of this Agreement are binding upon the Belmont County Department of Job and Family Services, and the Belmont County Board of Commissioners, and its successors, assigns, purchasers, and/or operators. This Agreement shall not be affected or changed in any respect by transfer, consolidation, merger, or sale, or, by any change in legal status, ownership, or management of the Belmont County Department of Job and Family Services.

**ARTICLE 2
RECOGNITION**

Section 2.1

The Belmont County Department of Job and Family Services does hereby recognize and accept the Union as the sole and exclusive bargaining agent for all full-time and part-time employees of the Belmont County Department of Job and Family Services, including those in the bargaining unit as certified by the State Employees Relations Board and hereinafter defined as:

Account Clerk 1	File Clerk
Account Clerk 2	Floater
Account Clerk 3	Income Maintenance Aide 2
Case Manager – APS	Investigator 1
Case Manager – Children Services	Investigator 2
Case Manager – CSEA Investigator	Laborer Crew Leader
Case Manager – Day Care	Mail Clerk/Messenger
Case Manager – DDU	Maintenance Repair Worker 1
Case Manager – Eligibility/Ref. Spec. II	Maintenance Repair Worker 2
Case Manager – Employ. Serv. Rep.	Maintenance Repair Worker 3
Case Manager – Fraud (Overpayment)	Office Machines Operator 1
Case Manager – Fraud Investigator	Public Inquiries Assistant
Case Manager – IV-E	Purchasing Assistant
Case Manager – Medicaid	Receptionist
Case Manager – Nursing Home	Safety Officer
Case Manager – Public Assistance	Secretary 1 (non-confidential)
Case Manager – Trainer	Social Services Aide 1
Case Manager – WIOA	Social Services Aide 2
Case Manager - Work Program	Telephone Operator
Clerical Specialist	Telephone Operator/Receptionist
Clerical Specialist/Screeener	Vehicle Operator
Clerk 2	
Coordinator	
Custodial Worker	
Fiscal Specialist	

Section 2.2

Exclusions from the bargaining unit shall be all Management level employees, confidential employees, professional employees and supervisors as defined in 4117 including County Job and Family Services Director, Program Administrators, Assistant County Administrator, Eligibility/Referral Supervisor, Fiscal Administrator, Case Manager/Investigator Supervisor, Human Resources Administrator, Planner/Evaluator, Social Services Supervisor, Human Resources Assistant, Administrative Assistant, Building Maintenance Supervisor, Fiscal Officer, MIS Coordinator, MIS Assistant, Program Evaluator and Staff Attorney.

Section 2.3

Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within 30 days to discuss inclusion or exclusion from the bargaining unit. If the parties fail to reach an agree- ment on the position, the issued

shall be submitted to SERB for a final determination.

ARTICLE 3 UNION SECURITY AND DUES DEDUCTION

Section 3.1

The Employer agrees to deduct the regular Union membership dues from the pay of only those employees in the bargaining unit who provide written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.2

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from

Section 3.2 (cont'd)

deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.3

The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or, (c) layoff from work; or, (d) an agreed unpaid leave of absence; or (e) revocation of the check-off authorization.

Section 3.4

The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.5

It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing, within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that Union dues deduction would normally be made by deducting the proper amount.

Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.6

One (1) month advance notice must be given to the Employer and County Auditor prior to making any changes in an individual's dues deduction. The Treasurer of the Union agrees to certify in writing no later than each anniversary of this Agreement the rate at which dues are to be deducted, if changed.

Section 3.7

Upon the effective date of this Agreement, all employees in the bargaining unit who, sixty (60) days from the date of hire, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to or after the effective date of this Agreement who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein, moreover, sent to the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, OH 43085-2512.

Section 3.8

P.E.O.P.L.E. Check-Off: Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the Employer will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of the bargaining unit members, if the Employer is able to secure administrative support from the County for purposes of making the deductions. P.E.O.P.L.E. deductions will be subject to the following conditions:

A. An employee shall have the right to revoke the authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and

Section 3.8 (cont'd)

B. The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization or upon termination of employment or upon acceptance of a job classification outside the bargaining unit; and
Section 3.8

C. The contribution amount shall be certified to the Employer by the Union. The employee shall provide to the Employer within thirty (30) days advance notification of any change in the contribution amount.

Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.

D. Once an employee revokes authorization under this Article, the employee shall not be entitled to reauthorize voluntary contributions for a six (6) month period from the effective date of the revocation.

E. Indemnification: The parties specifically agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the contributions made by the Employer pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contribution

ARTICLE 4 UNION REPRESENTATION

Section 4.1

The Union shall submit in writing the names of its officers or representatives who are authorized to speak on behalf of the Union and/or represent bargaining unit employees. The Employer agrees to recognize eight (8) employee representatives selected by the Union. The Union will also submit in writing to the Employer a comparable list of those employees acting as officers and/or stewards of the Union. This list shall be kept current at all times and any changes shall be in writing.

Section 4.2

International Union or Council representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon receipt of a letter by the Employer within sixty (60) days of the signing of this Agreement identifying the representatives by name and signed by the Chief Council #8 Administrative Officer or his designee.

Section 4.3

No one shall be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 4.4

Authorized Union representatives shall be permitted, with approval of their supervisors, to utilize up to one (1) hour per day to a total of sixteen (16) hours per pay period for all authorized representatives for the investigation of grievances. An authorized Union representative investigating a grievance in accordance with this Article during work hours shall, at the time of the request to the supervisor, submit the name,

supervisor and department involved in this phase of the investigation. Grievance hearings or other necessary meetings between the Employer and the Union will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee, his grievance representative, and necessary witnesses (to the extent of time that the witnesses are needed for testimony) shall not suffer any loss of pay while attending the hearing or meeting. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

Section 4.5

Rules governing the activity of Union Representatives are as follows:

- A. The Union agrees that no official or member of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct any Union business during normal work times except to the extent authorized in Section 4.4 above and only after obtaining approval from the Director or his designee.
- B. Union officials (or representatives) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.
- C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge.
- D. Officers and Executive Board Committee members are permitted to use paid drive time to and from Executive Board meetings, not to exceed one-hour round trip.

**ARTICLE 5
MANAGEMENT RIGHTS**

Section 5.1

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 the Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

Section 5.1 (cont'd)

- A. To manage and direct its employees, including the right to select, hire, promote, assign, transfer, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- A. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- B. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to meet these purposes effectively and efficiently.
- C. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to layoff employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- D. E. To determine the hours of work, work schedule and to establish the necessary work rules, policies and procedures for all employees;
- A. 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 use thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions during emergency situations;
- K. Maintain the efficiency of governmental operations;
- L. To exercise complete control and discretion over Department organization and the technology of performing the work performed; and,

Section 5.1 (cont'd)

- M. To set standards of service and determine the procedures and standards of selection for employment.

**ARTICLE 6
NO STRIKE OR LOCKOUT**

Section 6.1

It is understood and agreed that the services performed by employees included under this Agreement are essential to the public health, safety and welfare of the citizens of Belmont County. The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any bargaining employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 6.2

In addition, the Union shall cooperate at all times with the Employer in the continuation of its entire operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all bargaining unit employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and shall order all employees to return to work immediately.

Section 6.3

It is further agreed that any violation of the above may be grounds for disciplinary action which may include discharge.

Section 6.4

The Employer agrees that neither it, its officers, nor its representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.

**ARTICLE 7
NON-DISCRIMINATION**

Section 7.1

The provisions of this Agreement shall be applied to all employees without discrimination as to age, sex, disability, marital status, race, color, creed, national origin, religious belief, sexual preference, union and/or political affiliation. In addition, all county and agency civil rights plans and policies shall apply. The Union shall share equally the responsibility for applying this provision of the Agreement.

Section 7.2

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.3

Neither party shall interfere with, restrain, coerce nor otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join and participate or not to join nor participate in the Union.

**ARTICLE 8
GRIEVANCE PROCEDURE**

Section 8.1

It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

Section 8.2

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 8.3

Any grievance that originates from a level above the first step of the Grievance Procedure may be submitted directly to the step or level from which it originates. All written grievances must be submitted on the approved form which shall be filled out completely.

Section 8.4

The following steps shall be followed in the processing of a grievance:

INFORMAL STEP - - A grievance must be processed through an oral discussion between the grievant and his immediate supervisor as a preliminary step prior to pursuing the formal steps of the Grievance Procedure within five (5) working days, when the employee should have known of the incident giving rise to the grievance. The grievant shall be permitted a union representative at this informal step. The immediate supervisor shall meet with and provide a verbal answer to the grievant and his steward within three (3) working days.

STEP ONE (1) - - If the grievant and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the grievant, and/or his Union representative, may process the grievance of Step 1 of the Procedure

The alleged grievance will be presented, in writing within five (5) working days following the immediate supervisor's oral response, using the form jointly agreed to by the parties.

It shall be the responsibility of the immediate supervisor to schedule a meeting, investigate and provide an appropriate written response to the grievance and the Union Steward within five (5) working days following the day on which the immediate supervisor was presented the written grievance. The grievant shall be permitted a Union Steward as his representative at this step of the Procedure.

STEP TWO (2) - - Within five (5) working days of receipt of Step 1 answer, the grievant and/or the Union Steward may appeal the grievance to the Job and Family Services Director and/or his designee. Any grievance so appealed shall be met on within ten (10) working days. The meeting shall be held at a mutually agreed upon time, but no later than ten (10) working days from the time of the appeal, between the Director and/or his designee, the grievant, and the Union's representatives. The Union's representative shall consist of the Council 8 Representative, Local Union President or his/her designee, and the Grievant/Steward who filed the grievance.

Section 8.4 (cont'd)

The Job and Family Services Director or his designee shall investigate and shall respond in writing to the grievant and the Union President within seven (7) working days following the meeting. If denied, the response shall state with particularity the reasons for denial of the grievance.

STEP THREE (3) - - If the grievance is not resolved at Step 2 of the procedure, the parties may agree to submit the grievance(s) to non-binding grievance mediation if the subject matter of the grievance is one that would be amenable to mediation. The parties shall, within ten (10) business days, jointly contact a mediator from either the Ohio State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Services (FMCS) to hear the grievance(s) in question. The mediator shall issue a non-binding opinion on the merits of the case. The decision shall be issued at the close of the hearing on the day of the hearing.

Neither party may use the opinion of the mediator as evidence in any further proceeding involving the grievance in question.

STEP FOUR (4)--

- A. Any grievance which has not been satisfactorily settled in the Grievance Procedure may be submitted by the Grievant and/or Union to arbitration for final and binding disposition.
- B. Within sixty (60) days of the effective date of this Agreement, Union and Management will choose a panel of five (5) arbitrators. Arbitration proceedings must be initiated in writing within thirty (30) calendar days from the date the written response is issued. An arbitrator must be selected within thirty calendar days after Union notification.
- C. The arbitrator shall expressly confine himself to the precise issues submitted for review and shall have no authority to determine any other issue not submitted to him or to submit observation declarations of opinion which are not directly essential in reaching his determination. The proceedings shall be informal as is compatible with the requirements of justice, and the arbitrator need not be bound by the common law or statutory rules of evidence and procedure, but may make inquiry in the matter through oral testimony and record presented at the hearing, which is best calculated to ascertain substantial rights of the parties and

Section 8.4 (cont'd)

- D. to carry out justly the spirit and provisions of this Agreement. 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. The arbitrator shall make the decision on who pays. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.
- E. The arbitrator shall within thirty (30) calendar days following the hearing issue an award. The arbitrator shall not have jurisdiction or authority to:
 1. Review provisions of a new contract;
 2. Nullify, in whole or in part, any provisions of this Agreement;
 3. Add to, detract from or alter in any way, provisions of this Agreement;All provisions of the arbitration shall be consistent with his jurisdiction, power and authority, as set forth herein, and shall be final, conclusive and binding on the parties.

Section 8.5

The AFSCME standard grievance form shall be used and attached to this Agreement as Appendix B.

Section 8.6

A class action grievance which affects a substantial number of employees in the same manner may initially be presented by the Union President or Chief Steward at Step Two (2) of the Grievance Procedure.

Section 8.7

Major health and safety disputes covered by this Agreement may be initiated at the second step of the Grievance Procedure.

Section 8.8

The Grievance Procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes.

Section 8.9

The Employer shall provide the Union with a list of Management's designated representative for each step of the Grievance Procedure.

Section 8.10

Each bargaining unit employee shall have the right to file a grievance through his authorized representative and to appeal such grievance through all successive steps of the Grievance Procedure. The Union shall be permitted to have an authorized representative present at any grievance hearing.

Section 8.11

Meetings at which grievances are considered shall be scheduled between the appropriate Union representatives and the appropriate Management representatives, but must be scheduled within the stated time frame.

Section 8.12

Time limits contained in this Article may be extended by mutual agreement between parties. Such extension must be in written form.

Section 8.13

Both parties, by mutual agreement, may suspend time lines and mediate any issue before submitting to arbitration. The cost of this procedure will be shared equally.

Section 8.14

All grievance hearings will take place within one year of the date the grievance is initiated.

**ARTICLE 9
DISCIPLINE**

Section 9.1

No employee shall be disciplined except for just cause.

Section 9.2

A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.

Section 9.2 (cont'd)

- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.
- C. The Employer agrees not to discharge or suspend without pay an employee without first arranging a predisciplinary conference. The conference shall be scheduled no earlier than 72 hours after the time the employee is notified of the charges and the conference. The hearing shall be conducted by a neutral party and the charged employee shall have his union representative present. Such a 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 President or designee that charges have been brought against the employee.
- D. The employee shall be notified in writing of the findings of the predisciplinary hearing conference within five (5) days. A copy shall be submitted to the Union President. If, as a result of the predisciplinary conference, any discipline is warranted, the employee shall be notified in writing of the disciplinary action within five (5) days of receipt of the neutral party's report. A copy shall be submitted to the Union President.
- E. An Employee may waive his right to a hearing by submitting a signed written waiver to the Employer and the Union.
- F. Appeals of any discipline of this nature may be submitted to the Employer at Step 2 of the Grievance Procedure.

Section 9.3

Verbal reprimands shall be on record for six (6) months only. Written reprimands shall be on record for nine (9) months only. All records relating to verbal and/or written reprimands will cease to have force and effect twelve (12) months after the date of the verbal and/or written reprimand if there has been no other discipline imposed during the past six (6) months. Discipline that results in suspension of four or more days shall have force and effect for eighteen (18) months.

Section 9.4

The termination of a newly hired probationary employee shall not be subject to appeal through the Grievance Procedure.

ARTICLE 10

LABOR MANAGEMENT MEETINGS

Section 10.1

In the interest of sound Labor Management relations, the Union and the Employer will meet at least once per quarter or at agreeable dates and times for the purpose of discussing those matters outlined below. No more than five (5) employee representatives of the Union, five (5) representatives of the Employer, and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed. These representative numbers may change by mutual written consent.

The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which may affect the bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and,
- G. Consider and discuss health and safety matters.

Section 10.2

Either party may request a special meeting. The party requesting a special meeting shall furnish, in advance of the scheduled meeting, a list of the matters to be discussed.

Section 10.3

Local Union employee representatives attending Labor Management meetings shall not suffer a loss in pay for straight hours spent in such meetings, if held during the employee's regular scheduled hours of work.

ARTICLE 11

PROBATION PERIODS

Section 11.1

Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day of employment and shall continue for a period of one-hundred and fifty (150) calendar days. A newly hired probationary employee may join the Union and file grievances from the time of hire; however, he may be terminated any time during his probationary period, including any extension, and shall have no appeal over such removal.

Section 11.2

An employee who is awarded a job under the bidding procedure will be required to successfully complete a ninety (90) calendar day probationary period. Probationary period begins upon assignment to new position. Anytime within the first fifteen (15) working days of the probationary period, the employee may voluntarily return to his prior position.

Section 11.3

An Employee may have his probationary period, both regular and voluntary, extended upon mutual agreement of the Employer and the Union.

Section 11.4

At approximately the halfway point of an employee's probationary period, the Employer will conduct a performance evaluation to measure the employee's performance and ability to continue in the position. In the event an employee doesn't qualify after a promotional probationary period, he will then be returned to his former (or similar) position that he held prior to the promotion. Probationary and annual evaluations shall not be subject to the Grievance Procedure.

ARTICLE 12

JOB DESCRIPTIONS

Section 12.1

The Employer shall furnish the Union with a table of organization and copies of job descriptions of all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the Employer shall provide the Union with a copy of the new job description.

Section 12.2

The Employer shall provide a job description to every employee who is hired, transferred, or promoted into a classification.

Section 12.3

No employee shall be regularly assigned to perform duties other than those properly belonging within his current classification.

ARTICLE 13

VACANCIES AND PROMOTIONS

Section 13.1

Whenever there is a job vacancy in the exclusive Bargaining Unit covered by this contract, and the Department intends to fill the vacancy, The Department of Administrative Services will be excluded from the bidding process. A notice of the opening shall be posted for five (5) working days. All eligible employees as defined by

Article 13.5, in the Bargaining Unit, shall have that five (5) work day period in which to bid for the job by submitting a written application addressing his qualifications. The posting notice shall contain the job classification title, rate of pay, shift, brief job description, and immediate

supervisor.

All applications timely filed shall be reviewed by the Department, and the job will be awarded within ten (10) working days in accordance with the following criteria, which shall be given equal weight.

- A. Work Experience (related)
- B. Education
- C. Seniority

Section 13.1 (cont'd)

Work experience, education and seniority, are weighed equally (33.33% of total value) in determining which employee is awarded a job. For bidding purposes, three (3) years of service with the agency equates to an Associate Degree, and five (5) years of service with the agency equates to a Bachelor Degree.

Physical and Mental Ability may be used as a qualifier to determine whether or not an employee can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by ADA) who can with reasonable accommodation perform the job that he is bidding on.

In the event of a tie, seniority shall be the deciding factor.

Section 13.2

A uniform application form for job bidding shall be mutually developed by the parties and attached to this Agreement as Appendix C.

Section 13.3

An employee who is awarded a job under these provisions shall receive the rate of pay of the new classification immediately and shall be placed in the position awarded within thirty (30) calendar days of the award date.

- A. Employees who are awarded a position in a higher pay range shall be placed in a step which is at least three percent (3%) greater than their present base rate.
- B. Employees who are awarded a position in the same pay range shall continue to receive their same rate of pay.
- C. Employees who are awarded a position in a lower pay range shall remain in the same step. If the lower classification does not contain a step equal to that of the current classification, the employee shall be placed in the maximum step of the lower classification.

Section 13.4

In order to bid on any Case Manager position, an employee must have completed an undergraduate degree or have been employed by the agency for at least five years in addition to any state mandated qualifications. Employees who are currently in Case Manager positions or who have previously been classified as Case Managers are exempt from this course requirement.

Section 13.4 (cont'd)

In those situations in which a Case Manager position is posted and there are no qualified bids, the contractual requirement of the completion of an undergraduate degree will be waived and the position will be reposted. The waiver of this requirement may be included concurrently with the initial posting. This waiver does not apply to those Case Manager positions (i.e., Children Services) which require an undergraduate degree or any specialized course work above and apart from the contractual requirement.

In order to bid on a Children Services Case Manager position, you must either have a Bachelor's Degree in a Human Services related field or an Associate's Degree and complete your Bachelor's Degree within two (2) years from the date placed in the position. Documentation must be provided showing that you are working toward the degree.

Section 13.5

Employees are prohibited from bidding on a new position for six (6) months from the award date of current position. If an employee returns voluntarily to prior position, he is prohibited from bidding on another position for a period of six (6) months from the date of his return to prior classification.

If an employee is involuntarily returned to his prior classification (including failure of probation), he is not prohibited from bidding on another position.

Section 13.6

If the Employer and the Union agree in a Labor Management setting that a position has changed significantly enough to justify reclassification, such reclassification may take place at the local level with the agreement of the Employer and Union. The Employer and Union agree to meet within forty-five (45) calendar days of an employee's written request to their immediate supervisor to resolve reclassification.

Section 13.7

Subsequent to July 1, 2002, any part-time position created and made full-time must be bid as full-time unless the incumbent has five (5) or more years in that position.

Section 13.8

In the event a part-time position becomes a full-time position so outlined in Article 13, Section 13.1 shall be followed.

Section 13.9

In the event of a layoff, Article 15, Section 15.6, Section 15.7, and Section 15.8 will be followed.

**ARTICLE 14
TEMPORARY TRANSFERS**

Section 14.1

Any employee within the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than is the employee's own, shall be paid the higher rate of pay for all hours so assigned after the completion of one (1) day in the assignment, and retroactive to the time the assignment began and for the duration of the assignment. Such temporary assignments shall not exceed sixty (60) working days, unless extended by mutual agreement of Labor-Management.

**ARTICLE 15
LAYOFF AND RECALL**

Section 15.1

When it becomes necessary to reduce the number of employees in the bargaining unit because of lack of funds, lack of work, or abolishment of positions, the following layoff procedures shall be followed:

- A. The Employer shall determine in which classification the layoffs are to occur.
- B. Employees in each affected classification shall be laid off in inverse order of agency seniority.
For the purpose of a tie breaker for those employees affected by the merger of the agencies, the order of seniority will be determined in accordance with their time with the agency.
In the event two (2) people were hired on the same date, if applicable, the earliest date of application will be used as a tie breaker. If not applicable, a drawing of lots will be used.

Section 15.1 (cont'd)

- C. The Employer shall give the affected employee ten (10) days written notice of their layoff indicating their right to bump less senior employees in any lower or equal classification, within the bargaining unit, for which they are qualified, according to DAS qualifications in effect upon execution of this Agreement.
- D. The affected employees shall have five (5) working days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified. An employee not submitting such request within five (5) working days shall be considered to have accepted the layoff. A 90-day probationary period will apply.
- E. Any bargaining unit employee who is bumped out of his position may exercise the same layoff rights as outlined above.
- F. Prior to the implementation of a layoff, the Employer will consider any written requests from bargaining unit employees for voluntary layoffs.

Section 15.2

The Employer agrees that, prior to any reduction in the workforce, all temporary, seasonal, intermittent, and student positions will be eliminated. Before any permanent, non-probationary employees are laid off, all probationary new hires will be eliminated.

Section 15.3

In those instances when the Employer chooses to reorganize without reducing the workforce, the choice to occupy any newly created position(s) will be given, according to seniority, to those employees in the affected classification(s). The employee must be qualified to occupy the newly created position(s). Should all employees in the affected classification(s) elect not to occupy the new position(s), layoff procedures will begin.

Section 15.4

Nothing contained in this layoff procedure shall prohibit any non-bargaining unit employee from exercising the rights guaranteed to him under the Ohio Revised Code.

Section 15.5

Laid off employees shall have recall rights to the position from which they were laid off for eighteen (18) months from the effective date of the layoff.

Section 15.6

When the Employer decides to fill a position vacated by layoff, eligible employees shall be recalled in the inverse order by which they were laid off by classification.

Section 15.7

In the event of an anticipated layoff due to lack of funds, this Agreement may be reopened upon agreement of both parties.

Section 15.8

In the event of a layoff, Management will post a recall and displacement list.

**ARTICLE 16
UNION LEAVE**

Section 16.1

Subject to the operational needs of the Department, the Union has ten (10) days per year (year defined as contract year) for its members or officials who attend functions for the Union, provided one (1) week advance notice is given to the Employer by the Union President or designee. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

**ARTICLE 17
BULLETIN BOARDS**

Section 17.1

The employer shall continue to make available to the Union a portion of the Department's Bulletin Board. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreation and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Reports of non-political standing committees and independent non-political arms of the Union;
- F. Non-political publications, rulings or policies of the Union;
- G. Department of Administrative Services or Pension Board Publications;
- H. Other materials relating to Union activities.

Section 17.1 (cont'd)

In the event a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the Employer and the notice will be removed from the bulletin board until the dispute is resolved. If the material is not removed, the Employer may cancel the provisions of this Section and use of the bulletin board by the Union until the issue can be resolved.

Section 17.2

It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon any employee or official of the County;
- B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the County;
- C. Attacks on any other employee organization; or,
- D. Attacks on and/or favorable comments regarding a candidate for public or Union office.

**ARTICLE 18
BREAK PERIODS**

Section 18.1

Each employee shall be granted a fifteen (15) minute break period with pay which will be scheduled whenever practicable approximately midpoint in the first one half (1/2) of the employee's regular work shift and in the second half of the shift. Break periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The break period is intended to be a recess to be preceded and followed by an extended work period, thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

Section 18.2

An employee who works two consecutive hours or more in excess of his normal work schedule shall be entitled to an additional fifteen (15) minute paid break.

**ARTICLE 19
BARGAINING UNIT WORK**

Section 19.1

The Employer hereby agrees that work normally done by bargaining unit employees shall not be contracted out nor performed by management personnel on a regular basis so as to result in the displacement of a bargaining unit position.

**ARTICLE 20
PAID LEAVES**

Section 20.1 SICK LEAVE

- A. Sick leave credit shall be earned at the rate of one and one quarter (1/4) day for each calendar month of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or lay off. Unused sick leave shall accumulate without a limit.
- B. Sick leave may be requested for the following reasons:
 - 1. Illness or injury of the employee or a member of his immediate family;
 - 2. Exposure of employee or a member or his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
 - 3. Medical, dental or optical examinations or treatment of employee or a member of his immediate family where the employee's presence is required and which cannot be scheduled during non-working hours;
 - 4. Pregnancy, childbirth and/or related medical conditions.
For the purposes of this policy, the "immediate family" is defined as spouse, parent, step-parent, grandparent, step-grandparent, sibling, son-in-law, daughter-in-law, child, grandchild, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or anyone who has assumed one of these roles, or a legal guardian or a power-of-attorney.
- C. Sick leave shall be charged in minimum units of one quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 20.1 (cont'd)

- D. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person within

one half (1/2) hour after the time that he is scheduled to report to work and shall continue to do so for every succeeding day of absence thereafter unless emergency conditions make it impossible. The employee's supervisor shall be informed of the place where the employee can be contacted.

- E. Any employee failing to comply with sick leave rules and regulations will not be entitled to sick leave pay. Application for sick leave with intent to defraud shall result in dismissal and refund of salary or wages paid.
- F. The employee may be required by the Employer to furnish a statement from a licensed physician notifying the Employer of the nature of the illness or injury and that the employee was unable to perform his duties.
- G. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.
- H. The Employer may require an employee to take an examination, conducted by a licensed physician of the Employer's choice, to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of said examination shall be paid by the Employer.
- I. Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the Department of Job and Family Services. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or member of the employee's immediate family (as defined in Article 20).

Section 20.1 (cont'd)

- 1. Donated time must be requested at the time of leave. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:
 - a. Or a member of the employee's immediate family has a serious illness or injury.
 - a. Has no accrued leave or has not been approved to receive other state-paid benefits; and
 - b. Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible.

Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e., fifty-six (56) hours pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval, this is equal to the seventy percent (70%) benefit provided by disability.

Donated time cannot exceed six (6) months (*working days*) in a twenty-four (24) calendar month period.

- 2. Employees may donate leave if the donating employee:
 - a. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
 - b. Donates seven (7) hours per week;
 - c. Retains a combined leave balance of at least seventy hours. Leave shall be donated in the same manner in which it would otherwise be used;
- 3. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be

Section 20.1 (cont'd)

considered sick leave, but shall never be converted into a cash benefit.

- 4. Employees who wish to donate leave shall certify:
 - a. The name of the employee for whom the donated leave is intended;
 - b. The type of leave and number of hours to be donated;
- c. That the employee will have a minimum combined leave balance of at least seventy hours; and
- d. That the leave is donated voluntarily and the employee understands that the leave will not be returned.

Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

- J. Employees having a minimum of ten (10) years of service with the Department, or who qualify for retirement under the applicable pension plan and who elect to retire under the applicable pension plan of the Employer shall, at the time of retirement, be eligible to convert to cash up to sixty (60) days of accrued sick leave. After the sixty (60) days of sick leave balance, employees will receive one day for every one-hundred (100) hours accrued sick leave not to exceed seventy-five (75) days.
- K. Employees who choose to take Early Retirement Incentive (E.R.I.) shall be eligible to convert accrued sick leave to cash up to forty-five (45) days. After the forty-five (45) days of sick leave balance, these employees will receive one day for every one-hundred hours accrued sick leave not to exceed fifty-five (55) days.

Section 20.1 (cont'd)

- L. Employees who use no sick leave in a rolling six (6) month period shall be entitled to one (1) additional day of leave or one additional day of pay for each six-month period. Donation of sick leave shall not affect this attendance incentive.
- M. Two (2) weeks of accrued sick leave may be converted to cash on November 1st of each year, if funding is available. The following guidelines for cashing in accrued sick leave are:
 - 1. The employee must have an accrued balance of 420 hours before cashing in one week of sick leave.
 - 2. Accrued sick leave will be cashed in at the rate of \$12.00 per hour.

Section 20.2 PERSONAL LEAVE

- A. Each employee shall be entitled to three (3) days of personal leave as of January 1st of each calendar year. Newly hired employees shall receive personal leave on a prorated basis in the first year of employment.
- B. Any personal leave not used by December 31st of each calendar year shall be paid at the employee's regular rate.
- C. Personal leave days may be taken in no less than one half (1/2) day increments.

**ARTICLE 21
BEREAVEMENT LEAVE**

Section 21.1

If a death occurs among the members of the employee's immediate family, the employee shall be granted a leave of pay for a maximum of three (3) days.

Section 21.2

Definition of immediate family is as defined in Article 20.

Section 21.3

An employee will be granted one (1) day of bereavement leave for step brother in-law, step sister in-law, step sister, step brother, nephew, niece, aunt and uncle.

**ARTICLE 22
PARENTAL LEAVE**

Section 22.1

Parental leaves of absence shall be granted to parents of newborns or adoptive parents who request the same. The employee(s) shall be entitled to six weeks paid leave of absence in addition to any other approved leave. The six weeks must be taken consecutively. The parental leave

must be used at the time of the qualifying event. A written notice must be given to the Director ninety (90) days prior to leave.

ARTICLE 23 LEAVES OF ABSENCE

Section 23.1 MILITARY LEAVE

The Employer will comply with all appropriate laws relating to the employment rights of employees in military service. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of military service.

Section 23.2 JURY AND WITNESS LEAVE

An employee who is:

- a) called for jury duty;
- b) subpoenaed as a witness in a case in which he is not a party;
- c) a party in an action related to his employment in which his interest is not adverse to that of the Belmont County Department of Job and Family Services, shall be granted full pay for regularly scheduled working days.

Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his regular scheduled working days.

Section 23.3 EDUCATION LEAVE

Upon written request to the Employer, an employee may be granted an academic leave of absence without pay to pursue completion of a course of study in a field relating to the employee's current or prospective duties with the Employer.

Section 23.4 PERSONAL LEAVE

An employee may, at the Employer's discretion, be granted an unpaid personal leave of absence for any personal reasons for duration of up to six (6) months.

Section 23.5 MEDICAL OR DISABILITY LEAVE

An employee shall be entitled to receive a leave of absence without pay due to a disabling illness, injury or condition with the approval of the Employer for a period of up to six (6) months upon presentation of evidence as to the probable date of return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months.

Section 23.5 (cont'd)

If the employee is unable to return to active work status within the six-month period due to the same disabling illness, injury or condition, the employee may be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury or condition, the total combined time of absence due to the disability shall not exceed three (3) years, or not exceed five (5) years if the employee is receiving PERS disability, for purposes of reinstatement rights.

The Employer may require satisfactory written documentation from a licensed physician detailing the nature of the disability, or an examination by a licensed physician of the Director's choice. Cost of such examination shall be paid for by the Belmont County Department of Job and Family Services.

ARTICLE 24 HOURS OF WORK AND OVERTIME

Section 24.1

The standard work week for all full-time employees covered by the terms of this Agreement shall be thirty-five (35) hours, with an unpaid lunch period. The standard lunch period shall be one (1) hour, but can be reduced to one half (1/2) hour by agreement between the employee and his immediate supervisor. The work week shall be computed between 12:01 a.m. on Sunday of each calendar work week and 12:00 midnight the following Saturday. Under normal circumstances, the work week for bargaining unit members shall be Monday through Friday. This does not preclude Management from changing the work week for legitimate business reasons. Any work scheduled for Saturday under normal circumstances will be in addition to a bargaining unit member's regular work week.

Section 24.2

When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in the paragraph above, he shall be paid overtime pay for such time over eight (8) or over forty (40) hours at one and one-half (1/2) times his regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime. Compensation for hours worked in excess of forty (40) hours per week and/or eight (8) hours per day will be made in accordance with the following guidelines:

UNPLANNED OVERTIME - Unscheduled Overtime Work

The agency will allow the employee to take compensatory time or receive pay. Compensatory time shall be credited at the appropriate overtime rate (i.e., credit shall be at least one and one-half (1/2) for each hour or portion of each hour worked in excess of eight (8) or over forty (40) hours).

PLANNED OVERTIME - Scheduled Overtime Work

The method of compensation (paid or compensatory time) for overtime work shall be determined by the Director. Hours in excess of forty (40) will be compensated at the rate of one and one-half (1/2) hours for each hour of overtime. If planned overtime work is offered with payment as compensatory time only, said overtime will be offered on a voluntary basis.

Any balance of compensatory time will be paid in full at the time of the termination of employment. Conversion of compensatory time for any other reason will depend on

Section 24.2 (cont'd)

the availability of funds.

Section 24.3

Management agrees to make every effort to equalize overtime work opportunity to all Bargaining Unit Employees by unit. Management agrees to keep a record of overtime worked by all Bargaining Unit employees and make decisions to offer overtime based on this record whenever possible. Their decisions will be made in accordance with the type of work and the classification of the workers.

Section 24.4

Where practical and feasible, hours and schedules for bargaining unit employees may include:

- A. Variable starting and ending times;
- B. Compressed work weeks, such as three nine-hour days and an eight-hour day;
- C. Other flexible hour concepts.

Under this section, an employee will be permitted to work a flex schedule within a two (2) week pay period not to exceed their normal work schedule.

Notwithstanding provisions of Section 24.2 by mutual agreement of the Union and Management, the employee may waive the time and one-half over eight (8) hours.

Section 24.5

When an employee is scheduled to work a shift that begins after 3:00 p.m. and before 6:00 a.m., a shift differential of .25 per hour will be implemented. When an employee is scheduled to work a shift on a weekend, a shift differential of .35 per hour will be implemented.

Shift differential does not apply to on-call, call back, or overtime from your regularly scheduled day shift.

Section 24.6

Employees scheduled On-Call will receive an additional \$30 per day for all weekdays.

Employees scheduled On-Call on weekends will receive an additional \$50 per day.

Employees scheduled On-Call on holidays (actual and observed) will receive an additional \$75 per day.

ARTICLE 25 TRAVEL ALLOWANCE

Section 25.1

Employees shall be eligible for expense reimbursement only when travel has been authorized by the Director, and in accordance with the following provisions.

Section 25.2

The following items shall be reimbursable subject to regulations contained herein and compliance with procedures:

- a. Mileage: Employees required to use their privately owned vehicles shall be reimbursed in accordance with the IRS maximum allowance deduction for mileage.
 - b. Lodging (Outside of County): Reimbursement for reasonable lodging rates at a hotel or motel reasonably close and convenient to the place where business will be transacted. Prior approval is necessary.
 - c. Parking/Highway Tolls: Reimbursable if necessary to pay for parking or to travel a toll highway.
 - d. Meals (Travel Outside of County/State):
1. Meal reimbursement for a full day, with receipts, will be allowed on a fifty dollars (\$50.00) per diem rate. Meal reimbursement for a full day, without receipts, will be allowed on a twenty-five dollars (\$25.00) per diem rate.
 2. Meal reimbursement for less than a full day will be as follows:
 - a. A maximum of ten dollars (\$10.00) for breakfast reimbursement with receipts OR a maximum of five dollars (\$5.00) for breakfast reimbursement without receipts.
 - b. A maximum of fifteen dollars (\$15.00) for lunch reimbursement with receipts OR a maximum of seven dollars and fifty cents (\$7.50) for lunch reimbursement without receipts.
 - c. A maximum of twenty-five dollars (\$25.00) for dinner reimbursement with receipts OR a maximum of twelve dollars and fifty cents (\$12.50) for dinner reimbursement without receipts.

Section 25.2 (cont'd)

- d. You may be reimbursed without receipts for gratuities on meals as long as the tip does not exceed 20% of the cost of the meal. Gratuities count toward the applicable maximum meal rate.
3. If leaving before 5:00 p.m., for an overnight stay, an employee is entitled to dinner that evening. Any employee who is required to travel out of county and must remain on paid time until 5:00 p.m. will be reimbursed for the dinner meal. Any employee leaving after 5:00 p.m., not on paid time, for an overnight stay will not be entitled to meal reimbursement for that evening. If leaving before 12:00 noon, for an overnight stay, employee is entitled to lunch and dinner reimbursement for that day. Day following overnight stay - Breakfast and Lunch are reimbursable. Dinner is reimbursable only if returning late, after 7:00 p.m., or staying over. If travel to and from is within one day, only lunch is reimbursable. If the employee has to leave early from the office (6:30 a.m.), breakfast is reimbursable. If return is late, (after 7:00 p.m.) dinner is reimbursable.

Section 25.3

The following items shall not be reimbursed:

- A. Alcoholic beverages
- B. Entertainment
- C. Laundry and dry cleaning
- D. Room service charges
- E. Expenses of a spouse traveling with an employee

Section 25.4

Expense reports shall be completed and given to the appropriate supervisor on a monthly basis.

Section 25.5

An employee with special medically documented dietary requirements shall receive the meal reimbursement regardless of whether meals are prepaid and included in the cost of the seminar, conference, or function he/she is attending.

**ARTICLE 26
VACATION**

Section 26.1

All permanent employees will be entitled to paid vacation leave according to the following eligibility guidelines:

SERVICE	ANNUAL RATE
After one (1) year	Two (2) weeks vacation
After seven (7) years	Three (3) weeks vacation
After thirteen (13) years	Four (4) weeks vacation
After twenty-one (21) years	Five (5) weeks vacation
After twenty-five (25) years	Six (6) weeks of vacation

Section 26.2

Each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker. Management guarantees that a minimum of twenty percent (20%) of the employees in a classification, per unit, will be approved for vacation for which they are eligible.

Section 26.3

All vacation scheduling is subject to prior approval of the Director.

Section 26.4

No vacation leave shall be carried over for more than four (4) years with the exception of those employees who have completed twenty-five (25) years of service. Those employees may not carry over more than (4) years and one (1) week of vacation. Employees hired after July 1, 2005 may carry over no more than three (3) years and one week (1) of vacation.

Section 26.5

No employee shall be entitled to utilize vacation until after his first anniversary of employment.

Section 26.6

Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

**ARTICLE 27
HOLIDAYS**

Section 27.1

All permanent full-time and part-time bargaining unit employees shall be entitled to the following holidays with pay:

HOLIDAY	DATE OBSERVED
New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January

HOLIDAY	DATE OBSERVED
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving
Christmas Eve (1/2 day)	December 24
Christmas Day	December 25
Floating Holiday	One Day

Section 27.2

In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. Should Christmas Eve fall on a Sunday, the holiday will be observed on December 22nd.

Section 27.3

If an employee is required to work on one of the recognized holidays, he shall receive time and one-half (1/2) for all hours worked, plus one (1) full day holiday pay. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 27.4

Permanent full-time and part-time bargaining unit employees shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.1 when no work is performed on such holiday.

Section 27.5

The floating holiday shall be taken in accordance with the guidelines for usage of personal days. If this day is not used during the calendar year, it will be forfeited.

**ARTICLE 28
HEALTH AND SAFETY**

Section 28.1

The Employer shall make reasonable provisions for the safety, health and welfare of its employees. Both the Union and Employer agree to work cooperatively in maintaining safety and complying with the Occupational Safety and Health Act.

Section 28.2

Employees shall be responsible for reporting any apparent unsafe conditions or work practices, for reasonably avoiding negligence, and for properly using and caring for facilities and Department property.

Section 28.3

The Safety All Ways Committee shall continue to meet at least quarterly, or more often if necessary. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures.

Section 28.4

Any pregnant employee assigned to operate a VDT/CRT may request reassignment to alternate work within her department. The Agency will attempt to accommodate such a request. In the event that such reassignment is not practicable, the employee shall have the right to request an unpaid leave of absence.

**ARTICLE 29
EDUCATION PROGRAM**

The Employer and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. Employee training and development is regarded as an investment rather than a cost and the parties seek to expand as well as develop employee skills through training initiatives.

Section 29.1

The Employer shall continue a program for employee education.

Section 29.2

The Employer shall continue to establish criteria for the approval of courses.

Section 29.3

This Article shall be subject to the availability of funds to the Department.

Section 29.4

The Employer will pay the following pre-approved education expenses at 100%:

- a. Registration Fees
- b. Application Fees
- c. Graduation Fees
- d. Lab Fees

Section 29.5

The Employer will pay (when arrangements can be made) or reimburse an employee for tuition and textbooks for pre-approved courses at the following rate:

Grade of C or above: 100%

Grade of C- and below will not be reimbursed.

In those cases where the educational institution, the employer, and the employee agree that the employer pays the costs up front, and the employee owes the employer, any required adjustments may be made over a period of time equal to the period of time over which the course was taken.

**ARTICLE 30
INSURANCES**

Section 30.1 LIABILITY INSURANCE

- A. The Employer agrees to provide a liability insurance policy in conformance with the policy adopted or to be adopted by the County Commissioners for coverage of Department of Job and Family Services employees.
- B. The Employer assumed no liability and no responsibility for any personal property an employee chooses to use in his official capacity as an employee and/or leave at any department facility.

Section 30.2 HEALTH CARE

- A. The Employer agrees to provide a health care insurance program in conformance with the policy adopted by the County Commissioners for coverage of all full-time bargaining unit employees, and part-time bargaining unit employees that work twenty-one (21) hours or more per week. The employee's choices of plans will be from among those plans that the County Commissioners negotiate each year. The Employer agrees that coverage under any new hospitalization program adopted shall be as good as or better than that currently provided.
- B. The Employer agrees to pay eighty-six percent (86%) toward the premium cost, with the employee paying the balance of fourteen percent (14%) of the premium, not to exceed \$215 for the life of the contract.

Section 30.2 (cont'd)

Employer agrees to contribute \$46.50 per month for each bargaining unit member to the Ohio AFSCME Care Plan for Dental Level 2A (\$34.00), Vision Care 2 (\$12.00) and Hearing Care (\$.50) for the life of the contract.

Section 30.3 FAMILY AND MEDICAL LEAVE ACT OF 1993

Health insurance coverage will continue for a three (3) month period as per the provisions in the Family and Medical Leave Act of 1993. Personal leaves shall be granted as per the provisions of the Family and Medical Leave Act of 1993. When benefits contained in this Agreement exceed those provided by the Act, the Agreement will supersede.

Section 30.4 LIFE INSURANCE

Employees will continue to receive \$15,000 life insurance policy, or greater, if adopted by the County Commissioners for coverage of Department of Job and Family Services employees.

SECTION 30.5 WAIVER

Employees who can show health insurance coverage under another plan can choose to waive coverage. The Department shall pay employees who waive coverage two hundred and fifty dollars (\$250.00) per quarter. Employees who have a spouse employed at BCDJFS and take the county insurance are not eligible to receive the \$250.00 per quarter waiver.

**ARTICLE 31
WAGES**

Section 31.1

Effective November 1, 2017 the hourly rate for all bargaining unit employee shall be increased by four percent (4%).
Effective November 1, 2018 the hourly rate for all bargaining unit employee shall be increased by two percent (2%).
Effective November 1, 2019 the hourly rate for all bargaining unit employee shall be increased by one percent (1%).

Section 31.2

The current method of computing step increases, increases due to promotion, and increases due to completion of probationary periods will remain in effect under this Agreement.

Section 31.3

The current method for computing longevity will change to include five cents (5¢) per hour for years 21 through 30.

**ARTICLE 32
SENIORITY**

Section 32.1

Seniority is defined as the employee's uninterrupted length of continuous service with the Belmont County Department of Job and Family Services provided that the seniority dates of employees hired prior to September 5, 1990 shall not be altered by this section. Seniority shall be calculated in calendar days of employment from the last hiring date or re-employment following a break in service.

For the purposes of a tie breaker for those employees affected by the merger of the agencies, the order of seniority will be determined in accordance with their time with the agency.

In the event two (2) people were hired on the same date, if applicable, the earliest date of application will be used as a tie breaker. If not applicable, a drawing of the lots will be used.

Section 32.2

Employees shall lose all seniority upon any of the following circumstances:

- a. Layoff in excess of eighteen (18) months;
- b. Resignation;
- c. Discharge for just cause;
- d. Failure to return to work within five (5) working days of recall from layoff, via notice by certified mail to employee's residence; unless the failure to return to work within such five (5) days is not within the control of the employee, or within five (5) days, the employer agrees to an alternate date for the employee to return to work;

e. Failure to return to work upon expiration of a leave of absence, unless otherwise agreed to by Employer; and

1. Absence of four (4) or more consecutive work days, without notifying the Agency's Director or his designee in the absence of the Director (no call/no show), unless reasonable excuse for the absence is given.

f. An employee who has been or served in a non-bargaining unit position longer than they have served within the bargaining unit will lose all bargaining unit seniority. (i.e., three (3) years in bargaining unit and four (4) years out of non-bargaining Unit.), no bargaining unit seniority.

Section 32.3

Employees shall continue to accrue seniority during the following:

- a. Absence, while on approved paid or unpaid leave;
- b. Layoff of eighteen (18) months or less;
- c. Time spent on sick leave and vacation leave.

Section 32.4

The Employer shall post a seniority list once every six (6) months on the bulletin board, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union.

**ARTICLE 33
SEVERABILITY**

Section 33.1

This agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 33.2

The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

**ARTICLE 34
WAIVER IN CASE OF EMERGENCY**

Section 34.1

In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, County Commissioners, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for Management's replies on grievances or time limits for filing of a grievance.
 - B. All work rules and/or agreements and practices relating to the assignment or employees.
- Within five (5) days after the emergency crisis, management and the Union shall meet to discuss issues surrounding the emergency and what measures have been taken or need to be taken to ensure efficient operation of the agency and the workforce.

Section 34.2

Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the grievance(s)) had properly progressed prior to the emergency.

**ARTICLE 35
DURATION OF AGREEMENT**

Section 35.1

This Agreement shall be effective as of November 1, 2017, and shall remain in full force and effect until October 31, 2020.

Section 35.2

Executed at St. Clairsville, Ohio this 25th day of October, 2017.

FOR THE COUNTY

FOR THE UNION

Vince Gianangeli /s/

Laura Bittengle /s/

Brenna Rocchio /s/

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

J. P. Dutton /s/

Josh Meyer /s/

APPROVED AS TO FORM:

Daniel P. Fry /s/

Belmont County Prosecutor

IN THE MATTER OF APPROVING THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES NON-BARGAINING UNIT EMPLOYEES PAY AND BENEFITS

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

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners ("Commissioners") is the co-appointing authority for the Belmont County Department of Job and Family Services and empowers the Board to establish compensation and set benefit levels for Belmont County Department of Job and Family Services' non-bargaining unit employees and the Director; and

WHEREAS, the Belmont County Commissioners and the Belmont County Department of Job and Family Services have reached agreement with the Ohio Council 8, AFSCME, AFL-CIO, Local 3073, covering wages and benefits for a period of November 1, 2017 through October 31, 2020; and

WHEREAS, the Belmont County Board of Commissioners desires to extend the same contractual benefits to the non-bargaining unit employees and the Director.

NOW THEREFORE, BE IT RESOLVED the Board of Belmont County Commissioners does hereby declare that the compensation package and all applicable benefit changes extended to the Belmont County Department of Job and Family Services' bargaining unit employees, and recognized as reimbursable by the Ohio Department of Job and Family Services, shall be approved for non-bargaining unit employees and the Director of the Department.

Upon roll call the vote was as follows:

Mr. Thomas	<u>Yes</u>
Mr. Meyer	<u>Yes</u>
Mr. Dutton	<u>Yes</u>

IN THE MATTER OF APPROVING AND SIGNING THE NECESSARY DOCUMENTS FOR THE USDA LOAN AND USDA GRANT FUNDING/SSD PROJECTS

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the necessary documents for the USDA Loan in the amount of \$9,359,000 and USDA Grant Funding in the amount of \$2,998,500 for the Belmont County Sewer Project as follows:

- 1) Request for Obligation of Funds-USDA Form RD 1940-1
- 2) Letter of Intent to Meet Conditions-USDA Form RD 1942-46
- 3) Resolution of the Board of Commissioners of Belmont County, Ohio, authorizing [RUS Bulletin 1780-27](#), [LOAN RESOLUTION \(Public Bodies\)](#) and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its sanitary sewer system improvements project facility to serve an area lawfully within its jurisdiction to serve.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 41-007-*****0236		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME Belmont County		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Ohio	
		5. COUNTY NAME Belmont	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - ASIAN 4 - HISPANIC 5 - AMI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/SUCCESSOR)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT 3 (See FMI)	15. TYPE OF PAYMENT 2 1 - MONTHLY 2 - ANNUALLY 3 - SEMIANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 2 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SPH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 068 (See FMI)	20. PURPOSE CODE 1	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN 9,359,000.0	25. AMOUNT OF GRANT 2,998,500	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 2.125 %	29. REPAYMENT TERMS 40
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 3 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL
Subject to the availability of funds.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date OCTOBER 25, 20 17, Mark A. Thomas, President (Signature of Applicant)

Date _____, 20 _____ (Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: BETH A. HUHN

Date Approved: _____ Title: Acting State Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 2,998,500

under the terms offered by the Government; that the President, Board of Commissioners,

and County Auditor of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas 3 Nays 0 Absent 0

IN WITNESS WHEREOF, the Board of Commissioners of the

Belmont County, OH has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 25th , October day of 2017

Belmont County

(SEAL)

By Mark A. Thomas
Title President, Board of Commissioners

Attest:
Jayne Long
Jayne Long
Title Clerk, Board of Commissioners

Position 3

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date 10-25-2017

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

200 North High Street
Federal Building, Room 507
Columbus, OH 43215

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 10-24-2017. It is our intent to meet all of them not later than 10-24-2018.

Belmont County

(Name of Association)

BY Mark A. Thomas

Mark A. Thomas, President, Commissioners

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data, needed, and completing and reviewing the collection of information.

Form RD 1942-46 (Rev. 6-10)

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

Mr. Thomas introduced Christine Crowell, USDA Community Program Specialist with the Marietta office, Kelly Porter, Sanitary Sewer Director and Mark Esposito, Sanitary Sewer Consultant. Mr. Thomas said about 18 months ago the Board of Commissioners put together and entered into a Water and Sewer Master Plan. That project came to fruition earlier this year and in June we announced we were working with USDA Development out of Marietta with regard to \$50 million plus water and/or sanitary sewer improvements. He said as of yesterday afternoon Belmont County had received some very good news relative to sanitary sewer. Ms. Crowell said, "USDA is very pleased to be able to offer Belmont County a loan of \$9,359,000.00 and a grant of \$2,998,500.00. This represents the entire first quarter allocation for Ohio USDA Rural Development for both water and sewer. The loan is at a very low fixed rate of 2.125 percent that is fixed throughout a 40-year term. The Commissioners can make extra payments, there is no prepayment penalty. The annual debt service on that loan is about \$356,000.00 a year. The payment is not due until one-year after loan closing and we will defer principal for one-year. The entire project cost is over \$12 million and it also includes refinancing of \$5 million in existing debt that the county has which is higher than the interest rate of 2.125 percent so it will provide long term benefits for Belmont County." Ms. Crowell noted they have enjoyed a long, successful partnership since the 1990's with Belmont County and they have taken a huge step for the continued financial success of the sewer system. Mr. Porter said the major priority projects they have are the Fox Shannon waste water plant upgrades, Mall Lift station upgrade and the Summerhill Lift station upgrade.

He said the two lift stations are vital to the retail infrastructure in the county and the Fox Shannon upgrades are long overdue. Mr. Thomas said it is tremendous news for Belmont County and the grant for \$2.9 million was a welcome surprise. He said the upgrades and repairs would allow the continued growth of the county. Mr. Dutton thanked USDA, Mr. Porter and his staff. He said they have been dealing with a huge undertaking and it has been a long process. It has been a primary focus for the Board of Commissioners since the first of the year, said Dutton.

BREAK

OPEN PUBLIC FORUM-Richard Hord questioned the amount to purchase and renovate the former Health Plan buildings. Mr. Dutton said an exact figure is not known at this point. He explained the Ohio Supreme Court has certain standards that need adhered to. Mr. Meyer said they will have to sit down with each judge to see what their needs are before moving forward.

Barb Ballint, Executive Director
Re: Quarterly Tourism Report

**IN THE MATTER OF QUARTERLY TOURISM REPORT
FOR JULY, AUGUST & SEPTEMBER, 2017**

Barb Ballint, Executive Director, presented the quarterly Tourism report. Ms. Ballint said the largest tourist event in Belmont County is Jamboree in the Hills which was held in July. She reported that the Belmont County Fair, Pumpkin Festival and Rubberneck Tour were all a success this year. Their office is getting a lot of positive feedback on their social media accounts. Ms. Ballint has been working with the local museums to create a brochure dedicated to those attractions and historic landmarks in Belmont County. She said the brochure will be a great tool for visitors and bus groups. Tourism Board of Directors approved funding to seven museums totaling \$15,500.00. The Belmont County Sheriff's Residence Museum is now open Thursday-Sunday, 10:00 a.m.-4:00 p.m. An Open House is being planned for December 14.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter executive session with Dan Fry, Belmont County Prosecutor, pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending litigation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:05 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 10:05 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:05 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:22 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:22 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:22 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 10:22 a.m.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Read, approved and signed this 1st day of November, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Mark A. Thomas and Jayne Long, 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.

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK