

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Matt Coffland and Ginny Favede, 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 ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-CCAOSC – WC Plan	2009 Administration Fees/General Fund	\$6,795.00
A-CMRS-FP	Postage/General Fund	25,000.00
A-Kelly Suite II Limited	Balance due for carpeting, blinds, etc, Commissioners/General Fund	3,173.16
A-King's Auto Glass	Repairs, General Fund, Juvenile Court	161.00
B-Crossroads Counseling Services	Court Order Counseling, Eastern Crt/Indigent Driver	1,014.33
C-Pure Water Finance	Water Supplies, Probate Court/Indigent Guardianship Fund	179.90
K-Lash Paving, Inc.	Furnish & Apply Liquid Bituminous Material, Eng's MVGT	22,656.75
K-Liberty Distributors	Supplies, Engineer's MVGT	183.84
M-American Express	Travel, Juvenile/Title IV-E, Random Moments	996.63
M-Mary Lyle	Mileage, Juvenile Crt Intake Coordinator	216.00
N-Times Leader	Advertising, Cap Improvement, SSD##	1,628.88
P-DiCarlo's Pizza	Luncheon Meeting, LEPC	65.32
P-Eastern Ohio Regional Wastewater	Service, SSD, #2/Sanitary Sewer	63.90
P-American Electric	Service, WW #1	14.31
P-Belm County Sanitary Sewer	Service. WW #1	3,296.39
P-Bd of Trustees of Public Affairs, Bridgeport	June Service/ WW #1	16,818.00
P-Rose Products & Services	Supplies, WW#2	391.37
P-Valley National Gases	Materials, WW#2	320.20
S-Beth A. Andes, MS, PCC	Contracted Counselor/District Det Home	1,050.00
S-Lakefood Foods	Commissary Items, Sheriff	526.85
S-REA & Associates, Inc.	Professional Services, Senior Services	750.00
S-Bel-Co Works	Shredding, Certif. of Title	12.54
S-A T & T	Service, Certif. of Title	61.71
S-Juris Solutions, LLC	FTP for BMW, Eastern Crt Computer Fund	1,650.00
S-J.Mark Costine	Reimbursement, Juvenile Crt Special Projects	29.72
S-Technology Services Group	Anti-Virus Licensing/Eastern Crt Computer Fund	478.00
T-Chase Bank	CDBG Funds	11,615.00
W-Delinquent Collectors of Ohio	Contract Service, DRETAC, Treasurer's Office	1,198.65

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for July 22, 2009 as follow:

FUND	AMOUNT
A-GENERAL	\$3,227.73; \$6,500.00; \$954.41
A-GENERAL, CHEST CLINIC	\$494.31
A-GENERAL, JUVENILE COURT	\$1,230.00
A-GENERAL, 9-1-1	\$2,245.34; \$45,499.16
A-GENERAL, SHERIFF	\$900.00; \$2,338.27; \$283.90
H-COUNTY HOME	\$33,754.88
H-JOB & FAMILY, PA	\$14,137.09; \$132.42; \$500.00; \$8,176.25;\$47.52
H-JOB & FAMILY, WORKFORCE	\$39,127.41; \$233,597.86
K-ENGINEER'S MVGT	\$1,104.40; \$16,064.93
P-SANITARY SEWER DISTRICT	\$29,675.07; \$1,028.73; \$434.45; \$6,170.41; \$5,717.86; \$1,145.90;\$7,984.15
S-JOB & FAMILY, CHILDRENS SERVICE	\$2,002.28; \$4,988.07
S-OAKVIEW JUVENILE RES. CENTER	\$569.84
S-DISTRICT DETENTION HOME	\$7,372.16
S-JUVENILE COURT COMPUTER FUND	\$132.95;
S-SHERIFF, CONCEALED HANDGUNS	\$2,052.00
T-SANITARY SEWER DISTRICT	\$152.35

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF TRANSFER
WITHIN GENERAL FUND

Motion made by Ms. Favede, seconded by Mr. Coffland to approve the following transfer within General Fund.

FROM	TO	AMOUNT
E-0020-A002-E02.002 Clerk of Cts Salary	E-0131-A006-A04.002 Rd Salary	\$34,000.00
E-0011-A001-B02.002 Auditor's Salary	E-0131-A006-A04.002 Rd Salary	\$ 4,930.89
E-0011-A001-B02.002 Auditor's Salary	E-0131-A005-A03.002 Jail Salary	<u>\$25,995.79</u>
	Total	\$64,926.68

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

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

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer within General Fund.

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Expenses (monies needed to cover Fox Commerce Park Loan payments for July & Aug 09)	E-0257-A015-A15.074 Trans Out	\$6,600.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE GENERAL FUND/911**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the General Fund.

FROM	TO	AMOUNT
911 E-0056-A006-E04.011 Contract Service	911 E-0056-A006-E05.000 Contract Repairs	651.35
<i>Note: Correction to line item</i> E-0056-A006-E01.002 Salaries-Employees	E-0056-A006-E12.007 Unemployment	477.00

Note: Cover May Unemployment shortage

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFER WITHIN THE
BELMONT COUNTY GENERAL FUND/SHERIFF DEPT.**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within the Belmont County General Fund/Sheriff Dept.

FROM	TO	AMOUNT
E-0131-A006-A09.000 Medical	E-0131-A006-A04.002 Road Deputy Payroll	\$ 461.54

**Note: To cover Military Leave – M. Seszko*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER TRANSFER BETWEEN THE
GENERAL FUND AND HOSPITALIZATION Y091 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer from the Belmont County General Fund into the Hospitalization Fund.

FROM	TO	AMOUNT
E-0256-A014-A09.006 Life Ins.	R-9891-Y091-Y05.500 Life Ins.	\$8,150.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER TRANSFER BETWEEN THE
GENERAL FUND AND FOX COMMERCE 0014 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer from the Belmont County General Fund into the Fox Commerce Fund.

FROM	TO	AMOUNT
E-0257-A015.A15.074 Trans Out (monies for July/Aug loan payments)	R-9208-O014-O05.574 Trans In	\$6,600.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS#3 E-3702-P005-P25.000 Purchased Water	WWS#3 E-3702-P005-P34.074 OE Trans Out	40,000.00
SSD#2 E-3705-P053-P01.002 Salaries	SSD#2 E-3705-P053-P16.074 OE Trans Out	46,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

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

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

FROM	TO	AMOUNT
E-8010-S030-S55.010 Supplies	E-8010-S030-S66.003 PERS	\$193.71
E-8010-S030-S55.010 Supplies	E-8010-S030-S70.005 Medicare	54.82
E-8010-S030-S55.010 Supplies	E-8010-S030-S68.006 Hosp.	459.40
E-8010-S030-S58.000 Communications	E-8010-S030-S68.006 Hosp.	802.71
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S68.006 Hosp.	598.67
E-8010-S030-S60.000 Maint/Repairs	E-8010-S030-S68.006 Hosp.	483.97

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/MAINTENANCE AND OPERATION

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 22, 2009.

E-0055-A004-B05.000 Contracts-Repairs \$ 25,900.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/COMMON PLEAS COURT

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 22, 2009.

E-0061-A002-B05.000 Intense Probation/Clerk of Courts
Supervisory Fees Collected \$ 10,021.48
(April, May & June 2009)

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/JUVENILE COURT

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 22, 2009.

E-0082-A002-C31.002 Salaries-Employees \$ 15,334.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE M79 TRUANT OFFICER FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 22, 2009.

Fund	Title	Amount
TRUANT OFFICER		
E-0400-M079-M01.002	Salary	7,840.00
E-0400-M079-M02.008	Fringes	511.98
E-0400-M079-M03.003	PERS	1,097.60
E-0400-M079-M04.000	Other Expenses	<u>500.00</u>
TOTAL		9,949.58

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE S025 BELMONT CO. DJFS CHILDREN SERVICES FUND 50

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 22, 2009.

**BELMONT COUNTY DJFS
CHILDREN SERVICES FUND 50**

E-2766-S025-S10.074 Transfers Out 4,606.10
E-2766-S025-S10.074 Transfers Out 804.24

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR OAKVIEW JUVENILE REHAB S030 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 22, 2009.

OAKVIEW JUVENILE REHAB S030
E-8010-S030-S51.002 Salaries \$ 23,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR N.S.L.A. OAKVIEW JUVENILE S031 FUND AND
OAKVIEW YOUTH ACTIVITY FUND S032**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 22, 2009.

N.S.L.A. OAKVIEW JUVENILE S031
E-8011-S031-S02.000 Food (Meal Tickets) 120.00
E-8011-S031-S02.000 Food (NSLA) 0.00
ACTIVITY FUND S032
E-8012-S032-S00.000 Youth Activity Fund 71.84

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR DISTRICT DETENTION HOME S033 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 22, 2009.

DISTRICT DETENTION HOME

E-0910-S033-S33.002	Salaries	65,000.00
E-0910-S033-S44.003	OPERS/STRS	10,000.00
E-0910-S033-S50.005	Medicare	500.00
E-0910-S033-S47.006	Hospitalization	12,000.00
E-0910-S033-S39.000	Food Service Expenses	<u>5,932.63</u>
TOTAL		93,432.63

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 22, 2009.

E-1511-W080-P01.002	Salaries	1,866.00
E-1511-W080-P07.006	Hospitalization	1,000.00
E-1511-W080-P08.995	Medicare	<u>200.00</u>
TOTAL		3,066.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF CASH ADVANCE OF FUNDS
FROM THE BELMONT COUNTY GENERAL FUND/JUVENILE COURT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following *CASH ADVANCE* of funds for the Belmont County General Fund as follows:

FROM	TO	AMOUNT
GENERAL FUND	TRUANT OFFICER	
E-0082-A002-C31.002 Salaries Employees	R-0400-M079-M06.575 Advances In	\$ 9,949.58

Note: The Juvenile Court will be receiving grant money on a quarterly basis through the Rivers Schools Initiative Grant received by Student Services to pay back this cash advance.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **GENERAL - \$25,900.00** paid into R-0040-A000-Q00.500 Insurance Reimbursements on 7/21/09. This is to Repair/Replace damaged Chiller at Park Health, Less Deductible. D/L – 1-1-09, Claim #0160019841

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:

AUDITOR – Don Harr to travel to Logan, OH, on July 28, 2009, to tour a bio diesel lab at Hocking College. A county car will be used. Estimated expenses: \$100.00

COMMISSIONERS – Matt Coffland to travel to Nashville, TN, on July 25-27, 2009, to attend NACo Conference. Estimated expenses: \$1,400.00

JUVENILE COURT – David Carter to travel to Columbus, OH, on July 21, 2009, to attend a specialized docket meeting for Drug Court with the Supreme Court.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

OPEN PUBLIC FORUM – Chad McLeish of Bridgeport, OH, described his experience when calling 911 regarding an intoxicated neighbor trespassing on his property. He expressed concerns on the response time of the Sheriff’s Department to the incident and thinks procedures need looked at. He said he has concerns about safety and the need for a “Plan B” if regular responding department is unavailable. Mr. Probst said he will look into matter and call Mr. McLeish.

Mead Township Trustee Ed Good, who is also the President of the Belmont-Monroe Counties Central Labor Council AFLCIO, attended today for several reasons. First - to request support for a resolution for endorsement of the Employee Free Choice Act. Second – he is asking for continued support for issues regarding the streams and flooding of the Pipe Creek area. His township would like to be kept up to date on this. He noted the concern for soil erosion in that area. Mr. Probst stated the board recognizes the severity of the situation and are looking at possibly using leftover Neffs mitigation funds to assist in replacing the foot bridge that was washed out. Mr. Probst said permission is needed from the Army Corps of Engineers to expedite the permit process for cleaning out the creek. Third – Mr. Good said he was here to address the bid process, specifically the bid awarded to the low bidder on July 1 (ENGINEER PROJECT 09-6 BEL-56-33.03 BRIDGE REPLACEMENT PROJECT LOCATED IN MAYNARD). He understood a local contractor (Ohio-WV Excavating, Inc.) bid \$579,250.00 and an out of town contractor (Suburban Maintenance and Construction, Inc.) bid \$579,000.00. Mr. Coffland noted that bids were turned over to Engineer Fred Bennett for his review and recommendation. Mr. Bennett said he chose to award the contract to the low bidder due to the fact they were found to be a reputable company and in order to avoid any potential law suit, which could then delay construction and create a safety issue in Maynard. Mr. Bennett said he would have chosen the local contractor, Ohio-West Virginia Excavating, if he could have his choice, as they have done excellent work on numerous county projects in the past. Mr. Good noted the small difference in bid amounts and remarked awards used to be made to the lowest and best bidder. He asked that in the future bids be awarded using those criteria.

The board was asked if there was any indication Belmont County’s economy might be turning around anytime soon. Mrs. Favede responded, “Absolutely.” She noted the East Ohio Regional Industrial Park located in Barnesville and the potential growth that can bring to the county. Also the property behind the Ohio Valley Mall and Lowe’s allows for development of several hundred acres of land. The board continues on working towards getting federal dollars to create an additional exit ramp and overpass that would open up both of those properties.

Port Authority Director, Larry Merry, advised he is working on several projects that will bring more employment to Belmont County. Mr. Merry stated the United States Senate must vote down Cap-and-Trade to keep manufacturing jobs in Belmont County and the United States. Mr. Merry further remarked that Cap-and-Trade will be disastrous for this part of Ohio.

11:00 Oxford Mining Company Re: Public Hearing – Public Road Consent

Marcie Moore, representing Oxford Mining Company, explained the need for a haul road to be widened at one of their active sites. Permission is needed from the Board of Commissioners. Mr. Probst asked if anyone wished to speak regarding this matter. Engineer Fred Bennett advised he had no problem with this request.

**IN THE MATTER OF APPROVING AND SIGNING THE
ODNR PUBLIC ROAD CONSENT FORM FOR OXFORD
MINING COMPANY, LLC**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the ODNR Public Road Consent form to permit Oxford Mining Company, LLC, to mine within 100 feet of County Road 10, (located in Section 13, Township 9, Range 5, Flushing Township, Belmont County, Ohio, in accordance with O.R.C. Section 1513.073 and 4153.11 and Rule 1501.13-3-04 of the Ohio Administrative Code.

**OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINERAL RESOURCEW MANAGEMENT**

Applicant's Name **Oxford Mining Company L.L.C.**
Application/Permit Number **D-2313**

This form, pursuant to Ohio Revised Code Sections 1513.073 and 4153.11 and rule 1501:13-3-04 of the Ohio Administrative Code, is to be completed if the applicant proposes to mine through or within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road and the applicant does not have valid existing rights. Where the proposed mining operation is to be conducted within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road, and the applicant does not have valid existing rights, then the applicant must obtain the necessary approval of the governmental authority with jurisdiction over the public road by completing this form and having it signed by the governmental authority.

A map showing the road or the portion thereof to which this consent to mine applies is attached and a description follows:

County Road 10

Located in Section 13, Township 9, Range 5, Flushing Township, Belmont County, Ohio.

Beginning at a point approximately 2040 feet south of the intersection of C.R. 10 and T.R. 221A, thence from said place of beginning and following County Road 10 in a southeasterly direction for a distance o 4525 feet to the point of terminus.

The applicant proposes to conduct the following activities as part of the mining operation subject to the granting of this road permit.

- Spoil deposit
- topsoil storage
- equipment storage
- pond construction
- excavation or location of ___ foot highwall
- other (describe) **haul roads**

Describe the measures to be used to ensure that the interests of the public and landowners are protected.

- 1. Bond will be posted on the permitted area.**
- 2. Earth barricades will be constructed, where necessary, to prohibit entry or act as safety barriers.**
- 3. Signs will be erected near the mine to provide information for the public.**

TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY

(within 30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on _____ and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected. Therefore, this road permit is granted effective _____, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

- 1. X Within one hundred (100) feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of public road # **C.R. 10**;

Signed: Ginny Favede /s/ V.P. Date 7-22-09

Title: Belmont County Commissioner

Signed: Charles R. Probst, Jr. /s/ Pres. Date 7-22-09

Title: Belmont County Commissioner

Signed: Matt Coffland /s/ Date 7-22-09

Title: Belmont County Commissioner

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Coffland Yes
Mrs. Favede Yes

DISCUSSION HELD RE: SALES TAX FIGURES – Auditor Joseph Pappano reported that Sales Tax figures for the county are down another \$235,000.00 for the first seven months, plus the \$2 million from the previous couple of years. Mr. Pappano further stated it doesn't look like it is turning around very well at all. Mr. Pappano stated the county is down almost \$16 million in retail sales for the first seven months of this year. He reminded that when the county doesn't take in money, the interest also falls. He concluded by saying he is going to have to use other plans to carry the county through this year.

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: June 17, 2009.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Probst Yes
Mr. Coffland Yes

IN THE MATTER OF RESOLUTION TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE OPWC/ ENGINEER BRIDGE REPLACEMENT PROJECT #24

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following:

RESOLUTION

Resolution authorizing Commissioner Probst to sign and submit an application for financial assistance from the Ohio Public Works Commission and to execute the necessary contracts for the following project:

Belmont County Bridge Replacement Project #24

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Probst Yes

IN THE MATTER OF RESOLUTION TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE OPWC/ ENGINEER CATS RUN ROAD RESURFACING PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following:

RESOLUTION

Resolution authorizing Commissioner Probst to sign and submit an application for financial assistance from the Ohio Public Works Commission and to execute the necessary contracts for the following project:

Cats Run Road Resurfacing Project

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Probst Yes

IN THE MATTER OF RESOLUTION TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE OPWC/ ENGINEER RESURFACING LOCAL ROADS – PROJECT 24

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following:

RESOLUTION

Resolution authorizing Commissioner Probst to sign and submit an application for financial assistance from the Ohio Public Works Commission and to execute the necessary contracts for the following project:

Resurfacing Local Roads – Project 24

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Probst Yes

IN THE MATTER OF RESOLUTION TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE OPWC/ENGINEER CO. HIGHWAY 54 & CO. HIGHWAY 4 EMERGENCY REPAIR PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following:

RESOLUTION

Resolution authorizing Commissioner Probst to sign and submit an application for financial assistance from the Ohio Public Works Commission and to execute the necessary contracts for the following project:

**Belmont County Highway 54 & County Highway 4
Emergency Repair Project**

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Probst	<u>Yes</u>

IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER PROJECT 09-8 COLERAIN PIKE BRIDGE & RETAINING WALL REPLACEMENT PROJECT

Motion made by Mrs. Favede, seconded by Mr. Probst to advertise for bids for the Belmont County Engineer's Project 09-8 Colerain Pike Bridge & Retaining Wall Replacement project, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: Funding Source-OPWC and Local Funds

NOTICE TO BIDDERS

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

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:00 A.M. (Local Time) Wednesday, August 12, 2009** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **Engineer's Project 09-8, COLERAIN PIKE BRIDGE & RETAINING WALL PROJECT**, then at said office publicly opened and read aloud.

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

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by July 31, 2010.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.001 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.001 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. "The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion,"

By order of the Board of Commissioners
of Belmont County, Ohio

Jayne Long /s/
Jayne Long, Clerk

Times Leader Advertisement: Two (2) Tuesdays: **July 28, 2009 and August 4, 2009**

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF ENTERING INTO CONTRACT WITH SUBURBAN MAINTENANCE & CONSTRUCTION, INC./ENGINEER PROJECT BEL-56-33.03 BRIDGE REPLACEMENT

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into contract with Suburban Maintenance & Construction, Inc., on behalf of the Belmont County Engineer, in the amount of \$579,000.00, for Project BEL-56-33.03 Bridge Replacement Project located in Maynard, based upon the recommendation of Fred Bennett, County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 09-6 BEL-56-33.03 BRIDGE REPLACEMENT PROJECT MAYNARD
OPWC PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 22nd day of July, 2009 between **SUBURBAN MAINTENANCE & CONSTRUCTION INC**, 16330 York Road, North Royalton, Ohio 44133 and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said **SUBURBAN MAINTENANCE & CONSTRUCTION INC** hereby agrees to furnish all service, labor, material and equipment and do all work requisite necessary to remove and construct new bridge and perform all associated roadway, grading, drainage and other work described in the bid documents.

Methods of Construction, Composition and Preparation of Materials shall conform to all applicable Sections of the 2002 edition of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

LUMP SUM	BEL-56-33.03 CLEARING, REMOVAL & DISPOSAL OF EXISTING BRIDGE, AND CONSTRUCTION OF A NEW BRIDGE, INCLUDING ABUTMENTS, PIER, WITH ROADWAY EXCAVATION, EMBANKMENT, GRADING, PAVING, GUARDRAIL, SIGNING, STRIPING AND SEEDING, AS PER CONTRACT SPECIFICATIONS.	LUMP SUM	\$579,000.00
	TOTAL		\$579,000.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **SUBURBAN MAINTENANCE & CONSTRUCTION INC** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS SUBURBAN MAINTENANCE & CONSTR INC

Charles R. Probst, Jr. /s/ BY: Eric Urdzik /s/
Ginny Favede /s/
Matt Coffland /s/

Upon roll call the vote was as follows:

Mrs. Favede Yes
 Mr. Probst Yes
 Mr. Coffland Yes

**The board noted they were reluctantly awarding the bid to the low bidder in order to avoid possible litigation.*

IN THE MATTER OF APPROVING 2009-2010 VOCA/SVAA FUNDS/PROSECUTOR'S VICTIMS ASSISTANCE PROGRAM

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the 2009-2010 application for VOCA/SVAA Funds (Victims of Crime Act/State Victims Assistance Act) for the Belmont County Prosecutor's Victim-Witness Program as follows:

VOCA Request \$40,469.00 SVAA Request \$ 6,641.00
 Project Match 10,117.25
 Project Total \$50,586.25

Note: No general fund monies needed for match.

Upon roll call the vote was as follows:

Mrs. Favede Yes
 Mr. Probst Yes
 Mr. Coffland Yes

IN THE MATTER OF APPROVING THE SUBMITTAL OF THE OAKVIEW JUVENILE RESIDENTIAL CENTER'S REVISED GRANT/RENEWAL APPLICATION AND BUDGET REQUEST TO ODYS

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the Oakview Juvenile Residential Center's revised Grant/Renewal Application and Budget Request to Ohio Department of Youth Services for FY 2010.

Note: The final budget has been reduced from \$992,999.49 to \$992,714.00.

Upon roll call the vote was as follows:

Mrs. Favede Yes
 Mr. Probst Yes
 Mr. Coffland Yes

IN THE MATTER OF ENTERING INTO MEMORANDUM OF UNDERSTANDING BETWEEN COMMISSIONERS ET AL. AND BELMONT CO. CONNECTIONS ONE-STOP SYSTEM PARTNERS

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into Memorandum of Understanding between Belmont County Board of Commissioners et al., and the Belmont County Connections One-Stop System Partners.

Workforce Investment Area # 16

(Revised 7/1/09)

MEMORANDUM OF UNDERSTANDING

Between the

**Belmont County Board of Commissioners,
 Carroll County Board of Commissioners,
 Harrison County Board of Commissioners,
 Jefferson County Board of Commissioners,
 Workforce Investment Board 16**

And the

**Belmont County Connections One-Stop System Partners,
 Carroll County Connections One-Stop System Partners,
 Harrison County Connections One-Stop System Partners,
 Jefferson County Connections One-Stop System Partners**

I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

A. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to provide information about the relationship between the above-mentioned parties regarding their respective roles, duties, obligations and responsibilities for implementation of the provisions of section 121(c)(2) of Title I of the Workforce Investment Act (WIA) of 1998. This MOU is also intended to contribute to a cooperative and mutually beneficial relationship between the Chief Local Elected Officials, Local Workforce Investment Board, and the various partners, to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, family services, job training and other workforce development services. Parties to this document propose to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. This MOU also documents the importance of WIA performance measures and continuous improvement initiatives.

B. **PERIOD OF RELEVANCE:** This MOU was designed to serve as a record of the relationship of the signatories from July 1, 2009 to June 30, 2010 and July 1, 2010 to June 30, 2011, unless modified by the partners. The Period of Relevance for each partner will commence upon the date of that partner's signature. A review will be conducted annually for modification and/or amendment. Upon agreement by the parties, the MOU will be renewed for each State Fiscal Year biennium period based on the annual reviews and subsequent modification and/or amendment.

II. INTRODUCTION/BACKGROUND

- A. **BACKGROUND:** The WIA-16 Workforce Investment Board, and the WIA-16 One-Stop Center partners developed this memorandum of understanding to ensure that the following principles of the Workforce Investment Act of 1998 are implemented:
- Universal Eligibility: All customers, including those with special needs and barriers to employment, will have access to a core set of services at each one-stop center, designed to provide information to make career and labor market decisions. Core, intensive, training and support services will be made accessible on-site.
- One-Stop Approach: All customers may explore work preparation and career development services and have access to information on a range of employment, training and adult and occupational education programs. Services will be made available through the one-stop center.
- Individual Choice: Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- Regional Development: To develop a workforce development system that upgrades the regional area workplace skills and enhances the economic development of the area. Services such as tax credits and labor market information will be made accessible on-site.
- Cost Effective: All customers will have access to a system that minimizes costs, enhances the participation of employers and job seeker served through the system and does not duplicate services.

B. **MISSION/VISION STATEMENT:**

Mission Statement:

To coordinate programs and resources in Workforce Investment Area 16 so individuals have easy access to a seamless system of workforce investment services that will enhance their long-term employability, and businesses will have access to employment and training information that will meet their workforce and developmental needs.

Vision Statement:

To create an efficient and beneficial One-Stop Delivery System in Workforce Investment Area 16 and to continually seek ways to enhance the system that helps our area's residents succeed in employment and in life, to help area businesses expand and profit, and to help Belmont, Carroll, Harrison and Jefferson Counties and its communities grow and prosper.

III. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

- A. **PARTIES AND THEIR ROLES:** The Workforce Investment Act clearly identifies the one-stop system as the service delivery system for programs funded under the Act and its partner programs. The WIA-16 Connections one-stop system is a collaboration of site partners that are responsible for administering workforce investment, educational and other human resource programs and funding streams. The following parties are involved in the administration of the WIA and the WIA-16 Connections one-stop system.
1. Workforce Investment Area 16 Council of Government will oversee the local workforce development system and represent the local governing authorities.
 2. WIA-16 Workforce Investment Board, designated to work in partnership with the Council of Government and to establish policies and oversee the workforce development system.
 3. Belmont County DJFS is designated by the Council of Government and Belmont, Carroll, Harrison, and Jefferson Counties Board of County Commissioners as the administrative entity and fiscal agent for Title I WIA funds and other related funding sources allocated for workforce development activity.
 4. Belmont County Department of Job and Family Services has been designated by the Workforce Investment Board through a consortium of three partners as the one-stop operator responsible for administration, management and coordination of activities at the level 2 physical one-stop site. Carroll County Department of Job and Family Services, Harrison County Department of Job and Family Services, and Jefferson County Community Action Council Inc. have been designated by the Workforce Investment Board through a consortium of three partners as the one-stop operator responsible for administration, management and coordination of activities at the level 1 physical one-stop sites.

As the operator of the One-Stop, the above listed agencies take direction from Workforce Investment Board 16 when developing, implementing, and updating policies and procedures that are necessary for partner communication and coordination of services.

As the operator of the One-Stops they will:

- a. Coordinate the activities and services at the One-Stop Center and throughout the One-Stop Delivery System.
- b. Coordinate the One-Stop services of the One-Stop partners at the One-Stop Center and throughout the One-Stop Delivery System.
- c. Act as the primary provider of services at the One-Stop Center.
5. Required One-Stop System partners:
 - a. The County Departments of Job and Family Services are designated as the administrative entity for WIA Title I federal workforce investment programs (WIA adult, dislocated worker and youth programs).
 - b. The County Departments of Job and Family Services are responsible for Temporary Assistance to Needy Families (TANF) services, which include the Ohio Works First (OWF) program, Prevention, Retention and Contingency (PRC) program, child care, transportation and other support services.
 - c. Mideast Ohio Vocational School District, Jefferson Vocational School and Jefferson Community College are the grant recipient and administrative entity of WIA Title II funds for Adult Education and Family Literacy Programs.
 - d. Belmont Technical College and Jefferson Community College is the provider of post secondary vocational education activities under the Carl Perkins Vocational and Applied Technology Education Act.
 - e. Ohio Rehabilitation Services Commission is the recipient of funds under WIA Title IV for the administration and provision of vocational rehabilitation services and employment assistance to eligible individuals with disabilities.
 - f. Ohio Department of Job and Family Services is the recipient of funds under WIA Title I and Title III for the administration and provision of Wagner-Peyser program activities, Unemployment Insurance, Worker Re-employment Services, Trade Adjustment Assistance, NAFTA Transitional Adjustment Assistance and Veterans Employment and Training Programs (under Chapter 41, Title 38 U.S.C.)
 - g. The Community Action Commission of Belmont County and the Jefferson County Community Action Council Inc. are the grant recipient and provider of services under the Community Services Block Grant for employment and training activities to the economically disadvantaged through various educational, child care, health, employment, emergency food and medical support services.
 - h. Belmont and Jefferson Counties CAC are the grant recipient and provider of services under the Title V Older Americans Act program (Senior Community Services Employment Program).
 - i. Welfare-to-Work services under the Social Security Act Section 403(a) (5) are not available in this area.
 - j. The County Departments of Job and Family Services is the grant recipient and provider of services of WIA Title I funds for the Job Corps/Civilian Conservation Corps, and/or Native American Program, and/or Migrant and Seasonal Farm Worker Program, and/or Veteran's Workforce Program, and/or Youth Opportunity Grant, and/or Demonstration/Pilot Program, and/or National Emergency Grant.

IV. PARTNER RESPONSIBILITIES – RESOURCE AND COST SHARING

- A. **RESOURCE SHARING - SERVICES TO BE PROVIDED:** Each partner is responsible for the provision of services associated with the One-Stop system site. The levels of service begin with a core set of services available to the universal population. Further assessments may necessitate the need for more intensive and/or training services. These services, customized and based upon WIA-16 needs are described in a detailed narrative and are outlined in matrix format in the Attachment A documents.
1. Partner Services Responsibilities and Shared Services Pool Matrices: Attachment A includes, in addition to the master matrix of

partner service responsibilities, a sub-matrix that outlines shared service responsibilities that all partners participate in to ensure that integration and non-duplication of services is addressed. These matrices are identified in Attachment A as Partner Service Responsibilities and Shared Services Pool. The Shared Services Pool also reflects common services provided by specific partners that all partners may benefit from.

2. Methods of Referral: The referral process provides convenience of services to individuals and businesses using the WIA-16 one-stop center and makes available all Core Services at the system site(s). This process also provides for a continuum of services and follow-up to ensure individual and business needs have been met. All partners agree to follow the WIA-16 one-stop center referral process outlined in Attachment A via the following documents:

a. Customer Work Flow: A diagram of the WIA-16 one-stop center customer work flow and descriptions of referral methods is attached (Attachment A-6: Customer Work Flow Diagram)

b. Partner Referrals: Referrals will be tracked using the WIA-16 common intake/referral form. The form is attached (Attachment A-12: Common Intake/Referral Form and the processes of referral are described below.

Each One-Stop will complete a Common Intake/Referral Form on all participants in the case of a participant being referred to another partners agency a copy of the form will accompany the participant to the referred partners agency.

The One Stop Managers are responsible for ensuring the consistency of the common intake referral process, maintenance of records and quarterly reporting to the WIA-16 WIB.

B. COST SHARING – ONE-STOP OPERATIONAL COSTS: The provision of direct services to individuals and businesses is a key component in the WIA-16 one-stop system. Each partner serves various segments of the population and provides services that benefit those individuals. Each partner is responsible for the funding of his or her direct program services.

The Workforce Investment Area 16 one-stop system includes operational expenses at the comprehensive site Belmont County Connections located at 302 Walnut Street, Martins Ferry, Ohio 43935; and level 1 sites located at Carroll County Connections located at 55 East Main Street, P.O. Box 219, Carrollton, Ohio 44615; Harrison County Connections located at 520 N. Main Street, P.O. Box 239, Cadiz, Ohio 43907; Jefferson County Connections, 114 N 4th Street, P.O. Box 130, Steubenville Ohio, 43952. All partners will share proportionate responsibility for the costs of the operational expenses of Workforce Investment Area 16 one-stop site(s).

1. Operational Budget: The total operational budget for the WIA-16 one-stop center(s) is \$721,764 for the two year MOU period of July 1, 2009 through June 30, 2011. Each partners' proportionate fair share was calculated using the following methodology: Square feet for the Facilities Pool. FTE for all other pools. Refer to Worksheet B

2. Cost Sharing Agreement: An overview of each partners' fair share of the operational costs is outlined in Attachment B - Cost Sharing Agreement. Included in the attachment is a narrative describing the cost sharing expense items and the contributions of the partners. Belmont County DJFS is responsible for record keeping, accounting and maintenance of this budget and will do so on a quarterly basis. A quarterly reconciliation of budget and actual costs will be conducted and cost-sharing budgets will be adjusted based on this reconciliation.

V. **GENERAL PROVISIONS**

C. PERFORMANCE GOALS: All partners have agreed to work together to meet and exceed the WIA Performance Measures for the WIA-16 one-stop system. These measures are for Adult, Dislocated, Older and Younger Youth Services and Customer Satisfaction. The WIA-16 one-stop operator will report quarterly on the progress of these measures and all partners agree to discuss ways of mutually attaining these performance measures to reach shared outcomes. The WIA Performance Measures are included as Attachment C. A partner that is an Eligible Training Provider will post the Eligible Training Provider performance information at their service delivery location. All partners also agree to work collaboratively on attaining the DOL Common Performance Measures that become effective July 1, 2006 and involve a number of required partners. This collaboration includes strategizing on approaches to attain these measures and providing data to the performance reporting system

D. PERFORMANCE REPORTING: All partners have agreed to participate in a common intake, referral and individual tracking system operating through the WIA-16 one-stop center. Belmont County uses G-Stars to track one-stop customers. Whenever WIA funds are expended in part or whole for service on an individual, all partners agree to enter/maintain that individual information into the SCOTI automated system. In addition, all partners agree to refer and/or enter all job openings. Partners agree to work together in implementing data collection processes to address the DOL Common Performance Measure reporting needs for One-Stop Systems.

E. CONTINUOUS IMPROVEMENT: All partners will participate in a process of program review and continuous improvement to offer the best possible services and seize opportunities for further integration. To assure that services are responsive to the needs of the community, partners will survey customers to obtain feedback on customer satisfaction. All partners will participate in the ongoing development and improvement of the WIA-16 one-stop center procedures, policies and operational management. All partners will be part of a joint planning process that will continuously review the needs of the WIA-16 workforce and business community and refine the services of the one-stop system based upon those needs.

In addition, the partners will encourage, accommodate staff, and/or provide training and cross training, as deemed appropriate, to ensure that all partner staff are familiar with all programs represented within the WIA-16 One-Stop System in order to integrate services, reduce duplication, and improve overall service delivery.

Continuous improvement will also be addressed through the use of the One-Stop System Certification Continuous Improvement Tracking Tool. Through this tool, and in collaboration with ODJFS, areas of continuous improvement are/will be noted and goals and timelines set for activities. This will be an ongoing effort through all phases of One-Stop System Certification.

F. INFORMATION SHARING/CONFIDENTIALITY: All partners agree that any information considered public assistance information pursuant to section 5101.26 of the Ohio Revised Code received by partners pursuant to their involvement with the One-Stop will be used only for the purposes set out in this MOU and will not be re-released to anyone except as allowed by section 5101.27 of the Ohio Revised Code or any other state or federal law which governs release of the information. The parties also agree that the sharing of unemployment compensation claim, wage, employer or employment and training information will be for the purpose of providing employment and training programs and services pursuant to the provisions contained in sections 4141-43-01 and 4141-43-02 of the Ohio Administrative Code. Additionally, the parties agree that the use of confidential information obtained through and with the Ohio Rehabilitation Services Commission will be governed under Section 3304-2-63 of the Ohio Administrative Code.

G. AMENDMENTS:

(1) (a) Except as set forth in paragraph (2), the information contained in this MOU may be modified or amended by written consent of all of the partners. Any request to amend a provision should be made in writing to the WIA-16 WIB *and* must be agreed to by all partners. The WIA-16 WIB will notify the other partners of the details of any modification request.

(b) The MOU may be modified from time to time to add new one-stop partners. These new members may sign the MOU in its existing form as of the time that they are being added. All partners to the MOU will be notified in writing of additional parties joining in the MOU. Any adjustment of resource/cost sharing items will be reviewed prior to adding additional partners.

(2) It is understood by the parties that each should be able to fulfill its One-Stop role in full accordance with any federal and state laws and policies that govern or affect their activities. If at any time any party is unable to perform its functions under this MOU consistent with federal, state or local statutory, regulatory or policy mandates, the affected party should immediately provide written notice to all other parties of their intent to amend or modify the Agreement at least 30 days in advance of effectuating the amendment or modification. No consent from the other parties will be requested if an amendment or modification is made pursuant to this provision.

(3) Periodically the Resource/Cost Sharing Agreement (Attachment B) may require adjustments based upon reconciliation of projected costs to actual expenses and/or minor adjustments to cost sharing items. In addition, other non-substantive modifications to the MOU, such as grammatical corrections, clarifications, etc., may be needed from time to time. Minor adjustments/modifications of this type

- will not require a formal amendment signed by all partners to the MOU but it is agreed partners will be notified by WIA-16 one-stop operator or fiscal agent of any such written amendments/modifications.
- H. SUPPLEMENTAL AGREEMENTS: To ensure utmost flexibility for all partners, it is understood that the WIA-16 WIB may enter into separate legally enforceable agreements with each partner, or a combination of partners, which will specify the rights and obligations of that particular partner and the WIA-16 WIB. The One-Stop operator will provide copies of any such agreements to all other partners.
 - I. IMPASSE RESOLUTION: In the event that an impasse should arise between the partner(s) and/or the *WIA-16* WIB regarding terms and conditions, the performance, or administration of this MOU, the following procedure will be initiated:
 - (1) A written document detailing the impasse will be submitted to the WIA-16 one-stop operator. The WIA-16 one-stop operator will attempt to resolve the issue. The WIA-16 WIB and the partner(s) should document the negotiations and efforts that have taken place to resolve this issue. (2) If the impasse is not resolved, the Executive Committee of the WIA-16 WIB will appoint a special committee to review and attempt resolution of the impasse.
 - (3) In the event an agreement cannot be reached, the WIA-16 WIB Chairperson will meet with the local elected official(s) and/or the partner(s) and/or the WIA-16 one-stop operator based on the nature of the impasse to resolve the issue and will make a recommendation within thirty (30) working days of receiving the dispute. The whole process should be completed within ninety (90) days.
 - (4) Impasses involving state level partners will have the participation of their respective executive director/administrator, or their designees, in all resolution activities.
 - J. WITHDRAWAL: Partners having legally enforceable agreements relating to their participation in the One-Stop may be bound by the terms contained therein, but since this is an informational document, any partner to this MOU may withdraw as a signatory from this MOU. It is requested that written notice be provided to all other parties setting forth their intent to withdraw at least thirty (30) days prior to their last anticipated day as a signatory. Withdrawal by one or more partners to the MOU will only result in withdrawal of the MOU for the remaining partners if the service or funds provided by the withdrawing partner(s) is/are essential to the continuing viability of the WIA-16 one-stop center, and the withdrawing partner(s) cannot be easily replaced.
 - K. NON-DISCRIMINATION: All partners to this MOU are equal opportunity employers. All understand they must comply with 29 C.F.R. 37.30 which states it is against the law for a partner to discriminate on the following basis: against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity, including Section 188 of the WIA. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.
 - L. MISCELLANEOUS:
 - 1) NO INDEMNIFICATION AND LIABILITY: By executing this MOU each partner agrees to work together to deliver WIA-16 one-stop services for employers, employees and those seeking employment. However, the partners are not legally "partners" to the extent that term encompasses joint and several liabilities. Each partner under this MOU is responsible for its own employees, representatives, agents and subcontractors.
 - 2) MUTUAL RESPECT OF ORGANIZATIONAL PRACTICES: All partners identified in this MOU or in supplemental agreements to this MOU will respect each others' organizational practices and management structures in the provision of services under the MOU.
 - 3) RECORDS MAINTENANCE: The WIA-16 one-stop operator is responsible for all records pertaining to the administration and operation of the WIA-16 one-stop center. This includes all fiscal and accounting records, budgets, performance measures, referral tracking records, customer service surveys and any other pertinent records. In addition, the WIA-16 one-stop operator will provide all partners with an annual report that outlines budget expenditures/reconciliations, services provided and populations served and performance information. These records will be made available to all partners upon request. When a partner's record retention policies are not equal the most stringent of these policies should be applied to all partners in regard to any WIA-16 One-Stop costs. (Reference 29 CFR 97.42)
 - 4) CROSS-TRAINING: The partners will encourage, accommodate staff and/or provide training and cross-training, as deemed appropriate, to ensure that all partner staff are familiar with all programs represented within the WIA-16 one-stop system in order to integrate services, reduce duplication and improve overall service delivery.
 - 5) VETERANS PREFERENCE: All U.S. Dept. of Labor funded programs administered by any One-Stop partner will ensure veteran preference and priority of service to provide maximum opportunities to veterans and/or covered person(s) within each targeted group as established by Title 38 U.S.C., Ch. 42, §4215 and the Jobs for Veterans Act, P.L. 107-288.
 - 6) ONE-STOP POLICIES AND PROCEDURES: The WIA-16 one-stop system partners have agreed to maintain operational control and responsibility for staff assigned to the WIA-16 one-stop, while assuring staff adhere to policies and procedures of the WIA-16 one-stop system. Any partner specific variances with the WIA-16 one-stop policies and procedures should be documented in a supplemental agreement separate to this MOU. All partners will follow the WIA-16 One-Stop Policies and Procedures. Where there is a conflict between those policies and procedures and those of a partner agency, the partner agency's policies and procedures shall take precedence. The partner agencies and the WIA-16 one-stop shall work together to minimize such conflicts.

VI. SIGNATURE PAGE

By signing this Memorandum of Understanding, all partners have reviewed the MOU and find it accurately reflects a general understanding of their involvement in the *WIA-16* One-Stop System.

_____	_____
Chair, WIA 16 Council of Government	Date
<i>Charles R. Probst, Jr. /s/</i>	<u>7/22/09</u>
_____	_____
President, Belmont County Board of Commissioners	Date
_____	_____
President, Carroll County Board of Commissioners	Date
_____	_____
President, Harrison County Board of Commissioners	Date
_____	_____
President, Jefferson County Board of Commissioners	Date
_____	_____
Chair, WIA 16 Workforce Investment Board	Date
_____	_____
ODJFS, Asst. Director, Employer Services	Date
_____	_____
Director, Belmont County Department of Job and Family Services	Date
_____	_____
Director, Carroll County Department of Job and Family Services	Date
_____	_____
Director, Harrison County Department of Job and Family Services	Date

_____ Director, Jefferson County Department of Job and Family Services	_____ Date
_____ Mid East Career and Technology Centers	_____ Date
_____ Jefferson Community College (ABLE)	_____ Date
_____ Jefferson Vocational School	_____ Date
_____ Jefferson Community College	_____ Date
_____ Belmont Technical College	_____ Date
_____ Ohio Rehabilitation Services Commission	_____ Date
_____ Community Action Commission of Belmont County	_____ Date
_____ Jefferson County Community Action Council, Inc.	_____ Date
_____ Senior Community Service Employment Program	_____ Date
_____ Senior Community Service Employment Program	_____ Date

Upon roll call the vote was as follows:

	Mrs. Favede	Yes
	Mr. Probst	Yes
	Mr. Coffland	Yes

IN THE MATTER OF ENTERING INTO GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT WITH THE HEALTH PLAN OF THE UPPER OHIO VALLEY, INC.

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into the Group Medical and Hospital Service Agreement with The Health Plan of the Upper Ohio Valley, Inc., Group # 01010129, for the provision of health insurance coverage to eligible Belmont County employees for a period of one year commencing on June 1, 2009 through May 31, 2010, Plan Type: HMO:

Hospital/Medical-\$15 co-pay
 Deductible: S-\$100
 F-\$200
 Single: \$359.14
 Family: \$899.23

Upon roll call the vote was as follows:

	Mrs. Favede	Yes
	Mr. Probst	Yes
	Mr. Coffland	Yes

IN THE MATTER OF APPROVING AND SIGNING THE MASTER GROUP POLICY WITH THP INSURANCE COMPANY, INC.

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the Master Group Policy with THP Insurance Company, Inc., Group Policy # 01242120, for the provision of health insurance coverage to eligible Belmont County employees for a period of one year commencing on June 1, 2009 through May 31, 2010; Plan Type: PPO:

Hospital/Medical: \$15.00 co-pay (0% In-Plan, 20% Out of Plan)
 Deductible: S: \$100/F: \$200 In Network
 S: \$200/F: \$400 Out of Network
 Single: \$369.48
 Family: \$923.88

Upon roll call the vote was as follows:

	Mrs. Favede	Yes
	Mr. Probst	Yes
	Mr. Coffland	Yes

IN THE MATTER OF APPROVING AMENDMENT TO THE CURRENT EXPRESS SCRIPTS, INC., PHARMACY BENEFIT MANAGEMENT AGREEMENT

Motion made by Mrs. Favede, seconded by Mr. Probst to approve Amendment to the current Express Scripts, Inc., Pharmacy Benefit Management Agreement for the Belmont County Employees Prescription Drug Plan as follows:

Note: Summary of changes:

	<u>WAS</u>	<u>WILL BE</u>
Admin. Fee	\$3.68	\$2.85
Year 2 & Year 3 Retail Brand Guarantee	Yr. 2 17.25%	Yr. 2 17.9%
	Yr. 3 17.65%	Yr. 3 17.9%
Retail Generic Dispensing Fee Guarantee	Yr. 2 \$1.43	Yr. 2 \$1.33
	Yr. 3 \$1.29	Yr. 3 \$1.25
Retail Brand Dispensing Fee Guarantee	Yr. 2 \$1.47	Yr. 2 \$1.36
	Yr. 3 \$1.31	Yr. 3 \$1.25

They have also added a third level of rebate guarantees – add a 3 Tier with \$10. diff. level.

**AMENDMENT TO
 EXPRESS SCRIPTS, INC.
 PHARMACY BENEFIT MANAGEMENT AGREEMENT**

This AMENDMENT (the “Amendment”) is entered into as of the Effective Date, by and between EXPRESS SCRIPTS, INC., a Delaware corporation (“ESI”), and BELMONT COUNTY COMMISSIONERS, organized under the laws of the State of Ohio (“Sponsor”).

RECITALS

- A. ESI and Sponsor are parties to a Pharmacy Benefit Management Agreement dated as of February 1, 2009, as amended from time to time (the “Agreement”), pursuant to which ESI provides certain prescription drug benefit management services to Sponsor.
- B. Sponsor and ESI desire to update and amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other conditions contained herein, the parties hereto hereby agree as follows:

TERMS OF AMENDMENT

1. Definitions. For purposes of this Amendment, any capitalized term not otherwise defined herein shall have the meaning set forth in the Agreement. In addition:

The term "Non-Founder Sponsor" shall be deleted in its entirety, and replaced with the term Growth Sponsor.

"Growth Sponsor" means any client of ESI, excluding the Founders, which participates in the ROC and executes an agreement substantially in the form of this Agreement.

"PEPM" means per employee per Month determined by ESI from the Eligibility Files.

2. Fees and Rebates. The financial terms for the PBM services ESI provides to Sponsor shall consist of the terms specified on Appendix B of this Amendment, which shall replace the existing Appendix B of the Agreement.

3. Financial Disclosure Statement. Appendix F of the Agreement is hereby replaced and updated with the Financial Disclosure to PBM Clients attached as Appendix F hereto.

4. Billing and Payment. Section 3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.2 Billing and Payment.

(a) Billing ESI will bill Sponsor weekly by means of an invoice for all applicable Fees.

(b) Payment. Sponsor will pay ESI by wire, ACH transfer or pre-authorized debit within two (2) business days from the date of Sponsor's receipt of each ESI invoice. Upon two (2) weeks prior notice to ESI, Sponsor may elect to be billed and pay invoices on a basis that decreases or increases the average age of the Claims. If Sponsor makes that election, there shall be an adjustment to the per Prescription Drug Claim Administrative Fee of six cents (\$0.06) per Prescription Drug Claim per day multiplied by the average difference in the age of the Prescription Drug Claims. Sponsor will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys' fees. All amounts not paid by the due date thereof will bear interest at the rate of 1.0% per month or, if lower, the highest interest rate permitted by law. In addition to any rights under Section 6.2, ESI may apply Rebate amounts otherwise owed to Sponsor against any unpaid Fees.

(c) Deposit. If, at any time: (i) Sponsor has two or more invoices past due and outstanding, or (ii) ESI has reasonable grounds to believe Sponsor may be delinquent in payment of fees based on Sponsor's financial data (e.g., persistent negative cash flow, bankruptcy or insolvency), ESI may require that the Sponsor provide to ESI a deposit in an amount equal to the average of the last three (3) months of billing history as the basis for determining the one (1) month deposit amount or, if three (3) months billing history is not available, the most recent month of billing history as the basis. ESI will retain the deposit until the earlier of termination of this Agreement (following any run-off period), or six (6) consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to delinquent fees until return of the deposit.

4. Third Party Consulting Fees. The following is hereby added to the Agreement as a new Section 3.3:

3.3 Third Party Consulting Fees. Sponsor hereby directs and authorizes ESI to facilitate the payment of a quarterly consulting fee of \$0.20 per Prescription Drug Claim ("Consulting Fees") to OSU Managed Health Care Systems, Inc., ("Consultant") on behalf of Sponsor for the consulting services Consultant provides to Sponsor. ESI agrees to facilitate the consulting fees subject to the following:

(a) Sponsor has executed this Agreement; and Sponsor is current in its payment obligations to ESI. ESI understands that Sponsor may direct ESI to cease paying the Consulting Fees, and Sponsor shall hold ESI harmless with respect to any dispute between Sponsor and Consultant regarding the Consulting Fees if ESI has paid such fees in accordance with the terms above.

(b) Sponsor hereby represents and warrants that the Consulting Fees are fair and reasonable, commensurate with other Consulting Fees in the industry and not in violation of any law or regulation, including ERISA. ESI will not pay per prescription Consulting Fees on Medicare subsidy utilization.

5. Effective Date; Extension. With respect to:

- Section 4 (Third Party Consulting Fees), Sections I and II (Participating Pharmacy Reimbursement Rates and Mail Service Pharmacy Pricing) of Appendix B, and Section IV (Specialty Products) of Appendix B, this Amendment shall be effective the later of July 1, 2009, or the date that is ten (10) business days following ESI's execution of this Amendment.
- Type of Guarantee, Participating Pharmacy, and Mail Service Pharmacy sections of the Pricing Guarantees in Section III (Pricing Guarantees) of Appendix B, and all other terms contained in this Amendment shall be effective as of the later of February 9, 2010, or the date that is ten (10) business days following ESI's execution of this Amendment.

The term of the Agreement is extended until June 30, 2011, subject to extension thereafter as provided therein.

6. Effect of Amendment. Except as expressly provided herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year below set forth.

EXPRESS SCRIPTS, INC.

BELMONT COUNTY COMMISSIONERS

By: _____
Printed Name: _____
Title: _____
Date: _____

By: Charles R. Probst, Jr. /s/
Printed Name: Charles R. Probst, Jr.
Title: President
Date: 7/22/09

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

DISCUSSION: Commissioner Probst noted that this rate reduction is a result of the county joining a consortium.

IN THE MATTER OF ENTERING RENEWAL OF THE ANNUAL AGREEMENT WITH THE WELLNESS ALLIANCE FOR THE EMPLOYEE ASSISTANCE SERVICES PROGRAM

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into renewal of the annual agreement with the Wellness Alliance for the Employee Assistance Services program, effective June 1, 2009 through May 31, 2010.

AGREEMENT

Employee Assistance Services

This agreement is made and entered into this 26th day of May, 2009, by and between Wellness Alliance, St. Clairsville, OH and the Belmont County Commissioners.

Wellness Alliance will provide employee assistance services as outlined in the attached proposal. The fees for counseling sessions (up to three sessions per eligible participant) will be billed quarterly at \$90.00 per hour. If the County selects Prevention Sessions (employee training), the sessions will be billed at \$100.00 per hour.

This contract will stay in full force for one year from June 1, 2009 through May 31, 2010.

Other terms specific to the County will be negotiated and this agreement may be amended any time by an agreement in writing executed with the same formality as this agreement. Either party may terminate this contract with a 30 day written notice.

<u>/s/</u>	<u>7-9-09</u>
Wellness Alliance Representative	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>7-22-09</u>
Belmont County Commissioner Representative	Date

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF APPROVING AN AMENDMENT TO THE RESOLUTION ESTABLISHING AN AIRPORT AUTHORITY

Motion made by Mrs. Favede, seconded by Mr. Probst to amend the December 27, 2007 Resolution wherein the Belmont County Commissioner's established an Airport Authority to read as follows:

Section 4: Name: *The official name by which the regional Airport Authority shall be known shall be "The Belmont County Regional Airport Authority" which is hereby established by this resolution.*

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**RECONVENED AT 3: 40 P.M.
ABSENT – COMMISSIONER FAVEDE**

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 3:41 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 3:41 p.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

Read, approved and signed this 29th day of July, 2009.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr., 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.

_____ PRESIDENT

_____ CLERK