St. Clairsville, Ohio

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Kathy Marino, Assistant 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**

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

County Treasurer in payment of onis anowed. Claim of	Purposes	Amount
A-A-1 Service	Van maintenance-Coroner/General Fund	276.06
A-Belmont Co. Agricultural Society	Annual Allocation payment 2014/General Fund	2,800.00
A-Belmont Co. Agricultural Society	Annual Allocation payment 2014/General Fund	27,200.00
A-BP	Gasoline-Coroner/General Fund	175.49
A-Crystal Springs	Water-Recorder/General Fund	37.00
A-Draft-Co., Inc.	Map conversion-GIS Projects/General Fund	1,422.14
A-Jack Morgan	Reimburse gasoline expenses-Coroner/General Fund	60.41
A-LogoTek Signs	Vehicle signs-Coroner/General Fund	40.00
A-McGhee Office Supplies	Supplies-Treasurer/General Fund	131.43
A-McGhee Office Supplies	Supplies-Treasurer/General Fund	12.60
A-O.R. Colan	Overpayment of Xerox bill-Recorder/General Fund	110.00
A-Quill	Supplies-Adult Probation/General Fund	178.02
A-Redwood Toxicology	Drug testing-Common Pleas Court/General Fund	619.00
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	364.52
A-State of Ohio	Training-Adult Probation/General Fund	120.00
A-Treasurer, State of Ohio	Recoup – 2 <sup>nd</sup> Qtr. 2014 Indigent Client Fees-Public Defender/General	Fd. 694.00
A-Treasurer of State	Audit Fees/General Fund	29,584.30
A-Troy Balgo	Reimburse travel expenses-Coroner/General Fund	315.27
A-Verizon Wireless	Cell plan-Adult Probation/General Fund	206.96
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	133.13
D-Lindsay Concrete Products	Box culvert/Road and Bridges Fund	28,056.32
G-Belmont Co. Tourism Council, Inc.	Additional request for Victorian Museum/Lodging Excise Tax Fund	100,000.00
N-Poggemeyer Design	Contract project/EORIP Waterline Grant Fund	2,487.50
N-Stonegate Construction	Contract project/EORIP Waterline Grant Fund	27,727.90
P-Borden Office Equipment	Supplies/BCSSD Funds	418.35
P-Columbia Gas of Ohio, Inc.	Repairs/WWS#3 Revenue Fund	1,264.89
P-EORWA	Sewage disposal/BCSSD Funds	1,222.39
P-ERB Electric Co.	Repairs/BCSSD Funds	4,693.62
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	141.75
P-South Central Power Co.	Services/BCSD Funds	2,347.21
S-American Electric Power	Utilities/Oakview Juvenile Residential Center Funds	6,283.64
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	717.50
S-Crossroads Counseling	June 3 services/Smart Ohio Pilot Grant	461.99
S-Crossroads Counseling	June 7 services/Smart Ohio Pilot Grant	183.45
S-Dave Yost/Auditor of State	Professional services-audit/Port Authority Fund	471.50
S-Digital Data Communications	Gmail address/Port Authority Fund	100.00
S-Lowe's Companies, Inc.	Supplies/District Detention Home Fund	412.64
S-Sam's Club	Kitchen food & supplies/District Detention Home Fund	2,519.05
S-Staples Credit Plan	Supplies/District Detention Home Fund	452.31
W-Hanlon, Estadt, McCormick & Schramm Co., LPA	Reimburse expense/Law Library Fund	16.54
W-Lexis Nexis	Monthly charges/Law Library Fund	7,298.00
W-Matthew Bender & Co.	Books/Law Library Fund	1,979.26
Y-Belmont Co. Recorder	July tax lien releases/Tax Certificate Admn. Fund	128.00

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

# **"BILLS ALLOWED"**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for July 16, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$3,470.00; \$28,344.66; \$27,375.50
A-GENERAL/AUDITOR	\$813.09
A-GENERAL/JUVENILE COURT	\$2,456.91
A-GENERAL/SHERIFF	\$29,594.90
H-Job & Family, CSEA	\$143.65; \$4,784.54
H-Job & Family, Public Assistance	\$12,504.00; \$19.00; \$5,965.40
H-Job & Family, WIA	\$427.00
J-Real Estate Assessment	\$25,539.61
K-Engineer MVGT	\$1,076.21; \$36,160.85
M-Juvenile Ct. – Alternative School	\$18,111.12
M-Juvenile CtDrug Court Donations	\$869.00
M-Juvenile Ct. – Title IV-e Reimb.	\$179.10
N-Capital Projects – Facilities	\$893.20
P-Oakview Admn Bldg.	\$1,130.55
P-Sanitary Sewer District	\$13,569.00; \$3,274.48; \$2,409.62; \$10,229.56; \$15,125.41; \$1,389.28
S-District Detention Home	\$1,486.76
S-job & Family, Children Services	\$4,564.00
S-Juvenile Ct. Computer Fund	\$206.80

S-Juvenile Ct. – Gen. Special Projects Fund	\$30.00	
S-Oakview Juvenile Residential Center	\$1,434.50	
S-Senior Services	\$22,197.91	
S-Western CtGeneral Special Projects	\$504.25	
S-Western Div. Ct. Computer Fund	\$1,661.43	
T-Sanitary Sewer District	\$463.01	
U-Sheriff Reserve Account	\$845.00	
Upon roll call the vote was as follows:		
	Mr. Thomas	Yes
	Mr. Coffland	Yes
	Mrs. Favede	Yes

# **IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfers within fund for the following funds: <u>S30 OAKVIEW JUVENILE</u> **REHABLITATION FUND** 

ТО		AMOUNT
E-801	0-S30-S59.000 Fuel/Utilities	\$2,164.00
S		
ТО		AMOUNT
E-152	0-S077-S04.006 Hospitalization	\$ 760.71
E-152	0-S077-S04.006 Hospitalization	\$ 588.60
E-152	0-S077-S04.006 Hospitalization	\$ 58.37
E-152	0-S077-S04.006 Hospitalization	\$1,755.94
	_	
Mr. Coffland	Yes	
Mr. Thomas	Yes	
Mrs. Favede	Yes	
	E-801 <u>S</u> TO E-152 E-152 E-152 E-152 Mr. Coffland Mr. Thomas	E-8010-S30-S59.000 Fuel/Utilities S TO E-1520-S077-S04.006 Hospitalization E-1520-S077-S04.006 Hospitalization E-1520-S077-S04.006 Hospitalization E-1520-S077-S04.006 Hospitalization Mr. Coffland Yes Mr. Thomas Yes

# IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION INSURANCE CHARGEBACKS FOR THE MONTHS OF JUNE AND JULY, 2014

FOR THE MONTHS OF JUNE AND JULY, 2014 Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for

the Vision Insurance Chargebacks for the months of June and July, 2014.

	AMOUNT
	4,500.81
	107.28
	174.78
	0.00
	12.06
	39.78
	55.44
	83.16
	12.06
	453.24
	0.00
	109.71
	0.00
	110.88
	27.72
	27.72
	0.00
	27.72
	0.00
	0.00
R-9891-Y091-Y06.500	12.06
R-9891-Y091-Y06.500	0.00
R-9891-Y091-Y06.500	33.75
	0.00
	0.00
	17.00
R-9891-Y091-Y06.500	0.00
R-9891-Y091-Y06.500	0.00
R-9891-Y091-Y06.500	24.00
R-9891-Y091-Y06.500	0.00
R-9891-Y091-Y06.500	220.54
R-9891-Y091-Y06.500	51.84
R-9891-Y091-Y06.500	316.98
R-9891-Y091-Y06.500	55.44
R-9891-Y091-Y06.500	27.72
R-9891-Y091-Y06.500	36.18
R-9891-Y091-Y06.500	496.62
	<b>TO</b> R-9891-Y091-Y06.500

E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	190.44
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	96.24
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	327.89
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	92.02
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	71.82
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	15.52
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	6.44
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	110.88
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	135.00
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	325.44
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	0.00
TOTAL		8,406.18
Upon roll call the vote was as follows:		
	Mr. Coffland	Yes
	Mrs. Favede	Yes
	Mr. Thomas	Yes

# IN THE MATTER OF TRANSFER OF FUNDS FOR THE DELTA DENTAL CHARGEBACKS FOR THE MONTHS OF JUNE AND JULY, 2014

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of June and July, 2014.

FROM	<b>TO</b>	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091- Y07.500	16,330.67
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091- Y07.500	384.04
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091- Y07.500	627.50
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091- Y07.500	205.76
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091- Y07.500	308.64
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091- Y07.500	140.58
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091- Y07.500	37.70
E-2230-F082-F01.002 PREP	R-9891-Y091- Y07.500	0.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091- Y07.500	0.00
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	70.00
E-2223-T077-T01.002 IAP	R-9891-Y091- Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091- Y07.500	62.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091- Y07.500	0.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091- Y07.500 R-9891-Y091-	0.00
E-2210-E001-E15.006 COUNTY HEALTH	Y07.500	766.44
E-2218-G000-G06.003 Food Service	R-9891-Y091- Y07.500 R-9891-Y091-	0.00
E-2211-F069-F04.000 Trailer Park	Y07.500 R-9891-Y091-	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	Y07.500 R-9891-Y091-	0.00
E-0910-S033-S47.006 DIST. DET. HOME	Y07.500 R-9891-Y091-	1,611.56
E-1210-S078-S14.006 RECORDER	Y07.500 R-9891-Y091-	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	Y07.500 R-9891-Y091-	478.29
E-1410-W082-T07.006 DRETAC-TREAS.	Y07.500 R-9891-Y091-	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	Y07.500 R-9891-Y091-	102.88
E-1511-W080-P07.006 PROS. VICTIM	Y07.500 R-9891-Y091-	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	Y07.500 R-9891-Y091-	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	Y07.500 R-9891-Y091-	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	Y07.500 R-9891-Y091-	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	Y07.500	0.00

	R-9891-Y091-	
E-1600-B000-B13-006 DOG & KENNEL	Y07.500	37.70
E-1000-D000-D13-000 D00 & KENNEE	R-9891-Y091-	57.70
E-1573-S074-S05.006 MEDIATION GRANT	Y07.500	0.00
	R-9891-Y091-	
E-1810-L001-L14.000 SOIL CONSERVATION	Y07.500	121.73
	R-9891-Y091-	
E-1815-L005-L15.006 WATERSHED COORD.	Y07.500	37.70
	R-9891-Y091-	150.00
E-2310-S049-S63.000 MENTAL HEALTH	Y07.500 R-9891-Y091-	178.28
E-2510-H000-H16.006 HUMAN SERVICES	X-9891-Y091- Y07.500	1,169.38
E-2510-11000-1110.000 110MAN SERVICES	R-9891-Y091-	1,109.38
E-2760-H010-H12.006 CHILD SUPPORT	Y07.500	205.76
	R-9891-Y091-	200.70
E-2811-K200-K10.006 MVGT K-1	Y07.500	102.88
	R-9891-Y091-	
E-2811-K200-K10.006 MVGT K-2	Y07.500	113.10
	R-9891-Y091-	
E-2812-K000-K20.006 MVGT K-11	Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-	102 00
E-2813-K000-K39.000 MIVOI K-23	Y07.500 R-9891-Y091-	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	Y07.500	342.29
E 5701 1005 151.000 WWS#2 WITHNELWER	R-9891-Y091-	542.29
E-3702-P005-P31.000 WWS #3 WATER/SEWER	Y07.500	1,158.80
	R-9891-Y091-	,
E-3704-P051-P15.000 SSD #1 WATER/SEWER	Y07.500	257.86
	R-9891-Y091-	
E-3705-P053-P15.000 SSD #2 WATER/SEWER	Y07.500	364.10
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091- Y07.500	43.34
E-5/00-P055-P15.000 SSD#5A WATER/SEWER	R-9891-Y091-	43.34
E-3707-P056-P15.000 SSD #3B WATER/SEWER	Y07.500	16.12
	R-9891-Y091-	10.12
E-4110-T075-T52.008 WIC	Y07.500	411.52
	R-9891-Y091-	
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	Y07.500	411.52
	R-9891-Y091-	
E-6010-S079-S07.006 CLERK CRTS. TITLE	Y07.500	486.92
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091- Y07.500	1,179.60
E-0010-5050-500.000 OAKVIEW JOVENILE	R-9891-Y091-	1,179.00
E-1510-W081.P07.006 PROSECUTOR DRETAC	Y07.500	0.00
	R-9891-Y091-	
E-9799-S012-S02.006 PORT AUTHORITY	Y07.500	<u>0.00</u>
TOTAL		28,213.88
Upon roll call the vote was as follows:		
	Mr. Coffland	Yes
	Mrs. Favede	
		Yes
	Mr. Thomas	Yes

# IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR JUNE, 2014

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of June, 2014.

Gross Wages P/E 06/14/14 to 06/2	28/14		
GENERAL FUND			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	6,271.94
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	514.08
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	514.08
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,675.49
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,599.72
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,496.32
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,515.53
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	693.60
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,253.15
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	5,959.84
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,257.00
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,092.92
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,259.71
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,592.97
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,415.56
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	6,196.92
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	5,175.54
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	6,221.26
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,424.96
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	803.72
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,342.74

PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,903.30
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,036.70
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>444.66</u>
DOG & KENNEL	E-1600-B000-B08.003	D 0205 V005 V01 500	76,693.71 592.15
COUNTY HEALTH	E-1600-B000-B08.003 E-2210-E001-E10.003	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	4,018.29
Trailer Parks	E-2210-E001-E10.003 E-2211-F069-F04.000	R-9895-Y095-Y01.500	4,010.29
Home Sewage Treatment Sys	E-2227-F074-F03.002	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	576.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	348.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	357.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	681.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	42,144.23
WINDSTORM -HUMAN SERV	E-2600-H005-H12.000	R-9895-Y095-Y01.500	247.07
C.S.E.A.	Е-2760-Н010-Н07.003	R-9895-Y095-Y01.500	7,559.75
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,916.88
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	2,839.06
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	13,260.35
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,474.02
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	991.06
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	336.00
Care and Custody-C-Cap	E-0400-M060-M26.003 E-0400-M060-M72.003	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	1,154.61 866.50
Care and Custody-Drug Court Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	800.50 1,089.78
Fitle IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	993.82
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,543.13
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	8,858.74
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	595.22
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,048.07
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	198.54
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	33.42
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	700.00
DAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,382.36
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,462.29
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,571.95
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	24,256.20
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	14,166.74
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,235.44
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	382.58
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	340.78
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	799.29
COMMON PLEAS CRT-SPEC UV COURT - GEN SPEC	E-1572-S089-S07.003 E-1589-S096-S09.000	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	149.58
WIC PROGRAM	E-1589-5096-509.000 E-4110-T075-T52.008	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	2,235.80
AP	E-4110-1075-152.008 E-2223-T077-T01.002	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	2,233.80
AF .AW LIBRARY	E-2223-1077-101.002 E-9720-W020-W03.003	R-9895-Y095-Y01.500	205.80
PROS-VICTIM PROGRAM	E-9720-W020-W03.003 E-1511-W080-P05.003	R-9895-Y095-Y01.500	205.80 481.40
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	605.28
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	003.20
		TOTAL	242,846.53
Upon roll call the vote was as fo			
	Mrs. Favede	Yes	
	Mr. Coffland Mr. Thomas	Yes Yes	
	1VII. 111011145	1 00	

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated July 16, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Yes

Mr. Thomas

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

#### **IN THE MATTER OF GRANTING PERMISSION**

# FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Coffland granting permission for county employees to travel as follows: **BCDJFS** – Vince Gianangeli to travel to Akron, OH, on July 10, 2014, to attend Personnel Issues Meeting. Estimated expenses: \$121.76 David Badia to travel to Newark, OH, on July 22, 2014, to attend 2014 Partners Summit for Hearing Officers. Estimated expenses: \$296.76 **SENIOR SERVICES** – Mike McBride, Sue Neavin, Linda Wells and Seniors to travel to Zanesville, OH, on July 28, 2014, for various Senior Center outings. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

# IN THE MATTER OF APPROVING MINUTES OF REGULAR

# **BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 22, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

# IN THE MATTER OF APPROVING THE PURCHASE OF TWO 2015 JEEP PATRIOT SUV'S/SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the purchase of two (2) 2015 Jeep Patriot compact SUVs through State of Ohio Cooperative Purchasing Program, Contract #RS901514, at a total cost of \$39,059.00. These vehicles will be used as replacements in the fleet for Senior Services of Belmont County (SSOBC), and will be purchased with Senior Services levy funds.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

# IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/VILLAGE OF SHADYSIDE

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Village of Shadyside's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$12,450.00, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

Central Avenue (35<sup>th</sup> to 36<sup>th</sup>)

The estimated cost is \$ 49,750.00 of which \$ 12,450.00 will be used from the vehicle license tax fund.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

# IN THE MATTER OF ADVERTISING FOR BIDS FOR THE

# **ENGINEER'S PROJECT 14-4 NORTH TWENTY-SIX ROAD PAVING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's **Project 14-4**, **North Twenty-Six Road Paving**, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

# NOTICE TO BIDDERS BELMONT COUNTY COMMISSIONERS' OFFICE ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 10:45 A.M. (Local Time) Wednesday, August 6, 2014 for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as PROJECT 14-4, North Twenty-Six Road Paving, 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 Eriday.

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 prequalifications 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 October 31, 2014.

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.

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 t	the Board of Commissioners	
of Belmont (	County, Ohio	
Kathy Marin	no /s/	
Kathy Marin	o, Assistant Clerk	
Times Leader Advertisement: Two (2) Tue	esdays: July 22, 2014 and July	29, 2014
Upon roll call the vote was as follow	s:	
*	Mr. Thomas	Yes
	Mr. Coffland	Yes
	Mrs Favede	Yes

# IN THE MATTER OF APPROVING THE FOLLOWING REAPPOINTMENTS TO THE BELMONT CO. COMMUNITY ACTION COMMISSION GOVERNING BOARD

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following appointment and reappointments to the Belmont County Community Action Commission Governing Board, for a one-year term commencing August 1, 2014 through July 31, 2015, based upon the recommendation of the CAC Executive Committee per their by-laws.

**REAPPOINTMENTS:** Mr. Stanley Stein Ms. Jody Geese Ms. Margaret Miller Mr. Robert Quirk Mr. Mike Crawford Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

DISCUSSION HELD RE: PORT AUTHORITY BOARD REAPPOINTMENTS - Former Belmont Co. DJFS Director Dwayne Pielech's continued position as a Port Authority Board Member was discussed. Mrs. Favede believes he was specifically placed on the board due to being the Director of BCDJFS and due to her discovery on the national level that counties encourage Workforce Investment and Workforce Training to work with economic development. She said Mr. Pielech was placed on the Port Authority Board in relationship to his position that he no longer holds as the DJFS Director. Mr. Thomas disagreed and said he reviewed minutes from prior appointments and said there wasn't anything that said it was a conditional appointment. Mr. Thomas said at work session it was talked about whether any of those things have come to fruition before the Port Authority Board or whether or not that board is less effective if he is on there, versus him not being on there. Mr. Coffland noted Mr. Pielech is a very active member. Mr. Thomas asked if any of those statements that were made really have any direct correlation with him serving on the board. Mrs. Favede reiterated that he was placed on the board due to being the DJFS Director and he no longer holds that position. That is her concern and she said we are now adjusting that. She said if the effort was to place someone that brought Workforce Investment and Workforce Training to the board, then that position needs to stay with the DJFS Director, which would be Vince Gianangeli. Mr. Thomas said he would talk to Mr. Gianangeli, DJFS Director, to see whether or not he would want to serve in the capacity of DJFS Director on the Port Authority Board. Mrs. Favede said she was not specifically targeting Mr. Pielech by any means, as Mr. Esposito was also placed in his capacity as the Director of Belmont Co. Sanitary Sewer District. She noted economic development also involves Workforce Development, it also involves physical infrastructure, which is water and sewer in Mr. Esposito's case. She stated it was an attempt to bring the different entities together to grow the county and not to just place an individual on the board. Mr. Thomas said he understood that and questioned whether or not for those reasons that we need to continue to have that or whether or not there has been any direct relation to where they sit as a Director in their knowledge of Workforce Development or whether we just keep him on because he, like the others, have requested that he would like to continue to serve as a Port Authority Board Member. Mr. Thomas suggested moving on and keeping the appointments open, but they have to be decided today. Mrs. Favede said, "If we are going to come back to it, one of the things I would like to discuss is that for as long as the Energreen issue has been on the table, this board has consistently and repeatedly stated that we have no authority over the Port Authority Board and today we're going to take action to appoint those members to the board. I would feel disingenuous to the public without acknowledging that that is the authority that we hold over that particular board, the fact that we appoint those members." Mr. Thomas said that is all we do; appoint the members. We don't have any direct authority over the decisions that they make. Mr. Thomas said in discussing it in work session, the five members have requested to remain on the board. Mr. Pielech has been very good at attending the meetings and active within those meetings. Mr. Coffland said if Vince does not want the position, he sees no reason why not to let Dwayne Pielech, who has been a very active member on the board, stay. Mrs. Favede said, "If that's the case and we're not going to appoint the Director, then perhaps we either need to reduce the board by that seat and/or open it up for applications for anyone who might show interest." Mrs. Favede said he (Dwayne) is not a reappointment, if he is no longer employed by Belmont County in that capacity. Mr. Thomas questioned whether or not the Workforce Investment and Workforce Training to work with economic development and Mr. Pielech assessing grant dollars to train workers has even been a part of the boards' discussion or part of an economic development project, etc. He said Mr. Pielech, with his years of experience, would still have that knowledge regardless, if it was a factor. Mrs. Favede said, "If it's not a factor, then he wasn't bringing to the table what he was intended to bring to the table when he was appointed." Mr. Thomas replied, "But don't discount the fact that he was an active participant on the board, who brought good to the board, just like every other member." Mrs. Favede said, "I know, but my focus is on why they were appointed. Mr. Mazzulli was appointed to represent a certain sector of the community as well and

that's the role that he plays there and brings to the table as well. I'm just saying that we seem to be graying the lines on why we are appointing certain people and if we're going to change the rules, then we need to open it back up, as we opened up the application process for Tourism." Mrs. Favede noted not everything is in the minutes as some things are discussed in work session. Mr. Coffland advised he would make the call to Mr. Gianangeli and the matter will be taken up again later in the meeting.

### IN THE MATTER OF APPROVING AND SIGNING A RENEWAL OF THE PURCHASE OF THE PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND THE CAC FOR THE WIA YOUTH PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign **a** renewal of the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Community Action Commission of Belmont County for the WIA Youth Program, effective July 1, 2014 through June 30, 2015 in the maximum amount of \$65,000.00. *Note: The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Adult Mentoring and Follow-up* 

Note: The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County.

# BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

# Purchase of the Performance of Services Contract

Whereas, this contract, entered into on this <u>1<sup>st</sup></u> day of <u>July</u>, 2014, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; Adult Mentoring, and Follow-up Services for In-School Youth and Outof-School Youth that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement. I PURPOSE The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2014 (7/1/14 - 6/30/15). These services are four of the ten elements for youth required by the WIA. The Purchaser has agreed to use WIA Youth Funds (CFDA # 17.259) to provide the programs' services to eligible youth, to provide staff to operate the program and assist the youth in gaining employment. Eligible youth are those eligible for the WIA In-School Youth and Out-of-School Youth services as determined by the Purchaser.

### II PARTIES

The parties to this agreement are as follows:

Purchaser:	The Belmont County Department of Job and Family Services
	310 Fox Shannon Place
	St. Clairsville, OH 43950
	740-695-1075
<b>Contractor:</b>	The Community Action Commission of Belmont County
	153 <sup>1</sup> / <sub>2</sub> West Main Street
	St. Clairsville, OH 43950
	740-695-0293

# III CONTRACT PERIOD

This contract and its terms for Program Year 2014 will become effective on July 1, 2014. The termination date of this contract is June 30, 2015.

# **IV DEFINITIONS**

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

#### Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

# Basic Literacy Skills Deficient

An individual who computes or solves problems, reads, writes, or speaks English at or below the 8.9 grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society. Out-of-School Youth

An Out-of-School Youth is an individual who is an eligible youth who is a school dropout or is an eligible youth who received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed, or underemployed.

# In-School Youth

An In-School Youth is a Youth who does not meet the definition of an out-of-school youth.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services under a program authorized by WIA.

#### Work Experience

Work Experiences are designed to enable youth to gain exposure to the working world and its requirements. For the purposes of this contract, Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector at the state minimum wage for a maximum 800 hours for Out-of-School Youth and a maximum 800 hours for In-School Youth per WIA Work Experience Policy 03-2005. Work Experience hours may be extended on a case by case basis if funds are available.

#### Secondary Occupational Skills Training

Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

#### Leadership Development

Leadership development opportunities, may include community service and peer-centered activities that encourage responsibility, employability, and other positive social behaviors.

#### Adult Mentoring

Adult guidance and leadership that helps youth make the right choices in order for them to succeed. Mentoring will help with drop-out prevention, positive transition from one grade to the next, completion of secondary education, job attainment and a successful transition into the community.

#### Follow-Up Services

Follow-up services may include: leadership development and supportive services; regular contact with a youth's employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring and tracking the progress of youth in employment after training. All youth must receive some form of follow-up services for a minimum duration of 12 months from the date of exit. For the purposes of this contract, the Contractor agrees to provide Follow-Up Services to Youth who were served by another contractor under a previous contract and Youth who are WIA participants not directly enrolled in the Contractor's program.

#### **Employability Skills**

Employability Skills provide a participant with exposure to the world of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment. Advanced Training

An occupational skills employment / training program, not funded under Title Iof the WIA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop, WIA and partner, system (i.e., training following exit). Post-Secondary Education

A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.

#### Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential. <u>Military Service</u>

Reporting for activ

Reporting for active duty.

# Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

#### Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIA

WIA is the Workforce Investment Act. If Congress passes WIA Reauthorization changing the spending requirements, programmatic requirements or performance measurements for the Youth program during the term of this contract, the Contractor and Purchaser will meet to renegotiate the contract.

# V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

- 1. Contractor shall make available Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth. The Contractor is responsible to recruit participants for the program. The targeted number of total participants for the program is a minimum of sixteen (16) In-School Youth enrolled by January 15, 2015, and a minimum of four (4) Out-of-School Youth enrolled by April 15, 2015. Of the total participants (In-School and Out-of-School), ten (10) may be enrolled in Work Experience which can be increased based on funding. In-School Youth Work Experience participants must begin Work Experience by April 1, 2015. Out-of-School Youth Work Experience participants must begin Work Experience by April 30, 2015. Additional participants may be enrolled in the Program, if for whatever reason, funds are available. The maximum number of participants may increase since some may not complete the entire length of the program. Work Experience may be extended on a case by case basis if funds are available.
- 2. Contractor shall develop a curriculum for youth based on the provided elements. Contractor shall develop a grading system which indicates a youth's progress in learning and understanding the curriculum.
- 3. Contractor shall pay all wages or stipends to participants.
- 4. Contractor is responsible for worker's compensation, social security,
- FICA or any other costs related to the employment of the participants.
- 5. Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
- 6. Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
- 7. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate, positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
- 8. Contractor is expected to continue to provide services to and make contact with participants as needed throughout the summer. In particular, participants enrolled in the Summer Youth Program should receive further guidance, instruction and reinforcement of the curriculum learned throughout the school year.
- 9. Contractor is responsible for providing follow-up services to all exited WIA youth whether they were in their program or not. Contractor shall maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.
- 10. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
- 11. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
- 12. Contractor may refer potential participants to the Purchaser for eligibility determination.
- 13. Contractor shall employ the necessary staff to operate the program. When available, the Contractor staff will also assist One-Stop customers in the One Stop Center. If Contractor staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the WIA Youth or One-Stop activities.
- 14. The Contractor's staff must become familiar with Area 16 WIA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives.
- 15. Contractor shall meet all service requirements of this contract.
- Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
- 16. Contractor shall meet performance standards specified in this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
- 17. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

# **B.** Purchaser Responsibilities

- 1. Purchaser will ensure that all participants are eligible for services pursuant to WIA and local policies and determine which funds will pay for the services. Purchaser will notify the Contractor on completion of participants' eligibility.
- 2. Purchaser will notify the Contractor of all exited youth for follow-up services and will provide a follow-up log to use.
- 3. Purchaser will provide readily available information that may be needed
- by Contractor to report program status to the State of Ohio.
- Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County, consistent with the provisions of Article VIII.
  Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements,
  - Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

# C. Service Requirements

Contractor shall provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth to help them succeed in school and in the workplace. Services to be provided and skills to be achieved by the participants include but are not limited to:

- Increasing the participants' understanding of the importance and value of education and work. Instill in the youth the importance of positive work habits, leadership and community involvement. Provide the WIA elements as outlined in this contract.
- 2. Enrollment of a minimum of sixteen (16) In-School Youth by January 15, 2015 and enrollment of a minimum of four (4) Out-of-School Youth by April 15, 2015.
- **3.** Of those total participants (In-School and Out-of-School Youth), ten (10) may be enrolled in Work Experience. The Number in Work Experience may be increased depending on availability of funds.
- 4. Provide follow-up to all exited WIA Youth participants as determined by the Purchaser including participants not directly served

by the Contractor. Maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.

#### **D. Performance Standards**

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards: <u>Service-delivery Measures</u>

1. Enrollment of a minimum of sixteen (16) In-School Youth in the program by January 15, 2015 and enrollment of a minimum of four (4) Out-of-School Youth in the program by April 15, 2015. Of those total participants (In-School and Out-of-School Youth), ten (10) may be enrolled in Work Experience. In-School Youth must be enrolled in Work Experience by April 1, 2015. Out-of-School Youth must be enrolled in Work Experience by April 30, 2015. Provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth.

Failure by the Contractor to meet these targeted enrollment numbers by the enrollment deadline will result in the following as determined by the Purchaser:

enrollment deadline will result in the following as determined by the Purchaser:

a) Submission of a corrective action plan by the Contractor to the Purchaser

outlining the reason for not meeting the enrollment requirements and measures to

be implemented to achieve the enrollment requirements. The corrective action

plan must be approved by the Purchaser to allow the Contractor to continue the

provision of services specified in this contract; or b) Termination of this contract

by the Purchaser due to the Contractor's failure to meet the enrollment

requirements specified in this contract (Reference XXII Termination and XXIV Breach of Contract).

### **Contractual Performance Measures**

1. Sixty percent (60%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.

Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey. Two surveys should be completed for each In-School Youth: first by January 31, 2015 and the second by May 15, 2015. One survey must be completed on each Out-of-School Youth within two weeks of the end of program activity completion.
 Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will participate and remain in the program for the school year.
 Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will pass the curriculum established by the Contractor.

Sixty percent (60%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.
 Sixty percent (60%) of In-School Youth will complete the program's required number of community service hours as determined by the contractor.

7. Contractor will use the Purchaser's follow-up log on exited youth to document 12 month follow-up status. The Contractor's satisfactory maintenance of the log will be based on monitoring conducted by the Purchaser to ensure the Contractor is meeting the required follow-up time frames:  $1^{st}$  Quarter After Exit one (1) to six (6) months and seven (7) to twelve (12) months.

The Contractor's failure to meet these Contractual Performance Measures will

result in the following: a) Submission of a corrective action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or b) Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference XXIII Termination and XXIV Breach of Contract).

#### **Contractual Reviews**

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to participants.

#### E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.

Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month. The Purchaser and Contractor will determine the format of these reports.

Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion **Evaluation and Monitoring**.

# F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

#### VI AVAILABILITY OF FUNDS

VII

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act (WIA) In-School and Out-of-School (Older and Younger Youth) Funds (CFDA # 17.259). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed \$65,000.00 in WIA Youth Funds (CFDA # 17.259).

#### All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year. ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

#### VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10<sup>th</sup> day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for up to Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	
Operating Staff Wages and Fringes	
Participant Wages and Fringes	
Operating Expenses	
Administrative Expenses	
TOTAL COST:	
MAXIMUM WIA AUTHORIZED REIMBURSEMENT	
AMOUNT:	

#### IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service in not paid for more than once.

# X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

# XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

# XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

# XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

#### XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

#### XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

#### XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

#### XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

#### XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

#### XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

#### XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services theymay provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

# XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties. Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

#### XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

#### XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

# XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

# XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of

Commissioners and the Workforce Investment Area 16 Workforce Investment Board

# XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

# XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

#### XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

#### XXX **CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

#### XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

#### XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

#### XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

#### XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT XXXV

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

# XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

#### XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

# XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

#### XXXIX COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

#### XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

#### XLI PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser. **SIGNATURES** 

Vince Gianangeli, Director & CFO	Date
Belmont County Department of Job and Family Services	
Matt Coffland /s/	7-16-14
Matt Coffland, Belmont County Commissioner	Date
Ginny Favede /s/	7-16-14
Ginny Favede, Belmont County Commissioner	Date
Mark A. Thomas /s/	7-16-14
Mark A. Thomas, Belmont County Commissioner	Date
Gary F. Obloy /s/	7/21/14
Gary Obloy	Date
Community Action Commission of Belmont County	
David K. Liberati /s/	7-14-14

Approved as to form:

**Belmont County Prosecutor** 

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

# **IN THE MATTER OF RESOLUTION DECLARING** THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE **TEN-MILL LIMITATION AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH**

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

# RESOLUTION

WHEREAS, the Belmont County Board of Commissioners anticipate levying a tax in excess of the ten-mill limitation as described herein; and

WHERES, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No. 201 enacted by the 122<sup>nd</sup> General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners:

**SECTION 1.** That pursuant to the provisions of Section 5705.191 of the Ohio Revised Code, it is necessary for an additional tax be levied in excess of the ten mill limitations for the benefit of Belmont County for the purpose of

Supplementing appropriations for the care and placement of abused, neglected and dependent children of Belmont County, at a rate not to exceed (0.65) sixty five hundredths of a mill for each one dollar of valuation, which amounts to six and one half cents ( $6 1/2\phi$ ) for each one hundred dollars of valuation beginning with the tax list year 2015 for a period of ten years, (Ohio Revised Code Section 5705.05) such levy to renew the .65 levy.

**SECTION 2.** That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the fourth day of November, 2014. If approved by the electors, said tax levy shall first be placed upon the 2015 tax list and duplicate, for first collection in calendar year 2016.

**SECTION 3.** That pursuant to Section 5703.05 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Belmont County Children Services Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 thereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

**SECTION 4.** That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

**BE IT FURTHER RESOLVED, that** the Clerk of this Board be and is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Commissioner <u>Thomas</u> moved for the adoption of the foregoing Resolution, which was seconded by Commissioner <u>Coffland</u> and the roll being called upon by its adoption, the vote resulted as follows:

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<u>Matt Coffland /s/</u>	YES	7-16-14
Matt Coffland, President		
<u>Mark Thomas /s/</u>	YES	7-16-14
Mark Thomas, Vice President		
Ginny Favede /s/	YES	<u>7-16-14</u>
Ginny Favede		

In Witness Whereof, the foregoing have executed this instrument this  $16^{th}$  day of July 2014.

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of July 16, 2014 as recorded in Volume 95 of the Belmont County Commissioners Journal.

<u>Kathy Marino /s/</u> Kathy Marino, Assistant Clerk

# IN THE MATTER OF SIGNING AND APPROVING THE CERTIFICATE OF

# **COUNTY-WIDE COST ALLOCATION FOR MAXIMUS CONSULTING SERVICES, INC.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to sign and approve the Certificate of County-Wide Cost Allocation Plan for Maximus Consulting Services, Inc. for the year ending December 31, 2013.

Note: Belmont County contracts with Maximus to prepare the cost allocation plan, which establishes the allowable costs that can be charged back to departments with funding sources outside the General Fund.

# **BELMONT COUNTY, OHIO**

# CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan prepared by **MAXIMUS Inc.** and submitted herewith and to the best of my knowledge and belief:

All costs included in this proposal to establish cost allocations or billings for the year ended December 31, 2013 are allowable in accordance with the requirements of *OMB Circular A-87*, "*Cost Principles for State and Local Government*," and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs indicated in the cost allocation plan.

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. Acceptance of this Cost Plan is contingent upon no material inaccuracies subsequently being found.

I declare that the foregoing is true and correct.

Signature	Matt Coffland /s/ - President	
Print Name	Matt Coffland	
Title	<u>Ginny Favede /s/</u>	
Date of Execution	07/16/14	
Upon roll call the vote was as follows:		
-	Mr. Thomas	

Thomas	Yes
Coffland	Vac

Mr. Coffland Yes Mrs. Favede Yes

# 10:30 RECONVENE AT VIP PAVILION LOCATED ON THE JAMBOREE IN THE HILLS SITE, 43510 NATIONAL RD., MORRISTOWN.

**OPEN PUBLIC FORUM -** Commissioner Coffland said Jamboree in the Hills is the greatest country event and it's held in Belmont County. The event brings many people into the county and he wanted to come out and say thank you to Jamboree. Commissioner Favede said there is nothing else like it in the Midwest. It serves as a vacation destination for a lot of people. Commissioner Thomas said it is his first meeting as a commissioner at the site. It started out on a small scale at Brush Run Park. The event has grown from a two day event to a five day event. It seems like a two week event with the extra traffic in the county. It has a huge, huge, economic impact on Belmont County. Robert DeFrank, Times Leader reporter, asked if there are any expectations for the event. Mr. Coffland said it was predicted to be the biggest crowd ever due to the influx of oil and gas people in the area. Joselyn King, The Intelligencer, asked how much sales tax money the Jamboree generates. Mr. Thomas said the county does not have an agency to monitor this. It is a big impact on hotels, restaurants, etc. overall. Ms. King asked how big the spike was. The Auditor's monthly sale tax reports would provide figures for comparison and the lodging excise tax receipts are largest for the month of July.

BREAK

# RECONVENE AT 1:00 P.M. AT THE BELMONT COUNTY COURTHOUSE. ALL COMMISSIONERS PRESENT.

**DISCUSSION HELD RE: PORT AUTHORITY BOARD** – Mr. Thomas had the record reflect that a conversation was had with Vince Gianangeli, Director of BCDJFS, who expressed the following: 1) He was adamant that he would not want to be appointed to another board based upon his schedule. 2) He said if the Port Authority Board at any time needs the services of the Director of BCDJFS or any employee regarding any development issue, that they will be happy to step to the plate, and 3) He felt that Dwayne Pielech was an active and diligent board member. Mr. Thomas stated he was comfortable with the five board members who want to be reappointed, based upon the facts and circumstances and ready to move forward. Mr. Coffland said he was fine to move on this. Mrs. Favede again stated she expressed her concerns earlier.

# IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT CO. PORT AUTHORITY BOARD OF DIRECTORS

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following reappointments to the Belmont County Port Authority Board of Directors pursuant to Ohio Revised Code 4582.03, for four year terms, effective July 20, 2014 through July 20, 2018:

Mr. Martin R. Gould, Bridgeport Lisa Armann-Blue, Powhatan Point Mark Esposito, Director, Belmont County Sanitary Sewer District Dwayne Pielech William Weekley Upon roll call the vote was as follows:

Mr. ThomasYesMr. CofflandYesMrs. FavedeAbstain

# IN THE MATTER OF ADJOURNING

COMMISSIONERS MEETING AT 1:05 P.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 1:05 p.m.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

Read, approved and signed this <u>23rd</u> day of <u>July</u>, 2014.

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

We, Matt Coffland and Kathy Marino, President and Assistant 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 \_\_\_\_\_\_ ASSISTANT CLERK

\_\_\_\_\_