

St. Clairsville, Ohio

May 25, 2011

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., 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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Coffland, 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-Draft-Co, Inc	Tax Map Conversion-GIS Dept./General Fund	1,454.02
A-Joseph A. Gaudio	Travel Reimbursement/General Fund	565.14
C-Pure Water Finance	Water/Mediation Fund/Probate Court	79.95
E-Don Nippert	June Sublease Agreement/911 Fund	450.00
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	511.49
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Constr. Improve. Fund	2,005.50
O-Bank of New York Trust Co.	Interest payment/Jail Construction Bond	38,996.88
O-Bank of New York Trust Co.	Interest payment/Satellite Bldg.	27,491.88
O-Bank of New York Trust Co.	Interest payment/Eastern Div. Court Bond	20,797.50
O-Huntington National Bank	Interest payment/Force Main Ext. Project	77,171.87
O-Huntington National Bank	Interest payment/Jail Construction Bond	25,825.00
O-U S Bank	Interest payment/Jail Construction Bond	7,835.00
P-GFS Chemicals, Inc.	Materials/WWS#3 Revenue Fund	262.59
P-Hughes Xerographic	Supplies/BCSSD Funds	428.90
P-Pizza Hut-New Fran Store	Refund of overpayment/WWS#2 Revenue Fund	7.00
P-Postmaster	Postage/BCSSD Funds	8,000.00
S-Cardmember Service	Activity expenses/Oakview Juvenile Residential Center Fund	924.92
S-Columbia Gas	Fuel/Utilities/Oakview Juvenile Residential Center	5,744.87
S-Crystal Springs	Water/Eastern Court General Special Projects Fund	55.84
S-MOS	Supplies/Eastern Ct. General Special Projects	248.90
S-North Point	Mental Assessment/Comm-Based Corrections Act Grant	454.97
S-PNC Bank	Postage/District Detention Home Fund	44.00
S-Walmart Community/GEMB	Food/Supplies/Oakview Juvenile Center	573.03
W-Reliable	Supplies/Prosecutor Victim Assistance Fund	36.98

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for May 25, 2011 as follow:

FUND	AMOUNT
A-GENERAL	\$110,500.00; \$14,781.75
A-GENERAL/AUDITOR	\$606.69
A-GENERAL/EMA	\$836.07
A-GENERAL/JUVENILE COURT	\$432.42
A-GENERAL/SHERIFF	\$1,880.38
A-GENERAL/911	\$601.12
B-Dog Kennel	\$2,085.34
C-Indigent Guardianship Fund	\$2,783.23
H-Job & Family, CSEA	\$998.00
H-Job & Family, Public Assistance	\$240,222.62; \$28,519.52; \$222.79
H-Job & Family, WIA	\$36,351.42; \$39,043.16
J-Real Estate Assesment	\$1,375.00
K-Engineer MVGT	\$31,571.14; \$943.37
M-Juvenile Ct. – Placement Services	\$14,687.60
M-Juvenile Ct. – Placement II	\$296.28
M-Juvenile Ct. – Title IV-E Reimb.	\$73.95
P-Oakview Bldg.	\$862.49
P-Sanitary Sewer District	\$33,279.52; \$111.12; \$2,691.30; \$4,300.78
S-District Detention Home	\$1,484.21
S-Oakview Juvenile Residential Center	\$4,665.51
S-Job & Family, Children Services	\$993.88
S-Juvenile Ct. Computer Fund	\$2,583.64
S-Sheriff Commissary	\$66.89
S-Sheriff CCW	\$3,533.00
T-Sanitary Sewer District	\$173.52

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E0051-A001-A50.000 Budget Stabilization (to cover Park Health & maintenance)	E-0051-A001-A27.007 Unemp	\$3,693.15

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Comm/ Budget Stab	E-0054-A006-F03.000 EMA Utilities	\$3,900.00

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**

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stab	E-0257-A015-A15.074 Trans Out	\$20,797.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND
FOR THE BELMONT COUNTY GENERAL FUND**

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

FROM	TO	AMOUNT
E-0257-A017-A00.000 Misc. Contingencies	E-0257-A015-A15.074 Trans Out	\$40,469.01

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingency (Match Money for Pager Grant for 911 being transferred to the E010 Fund)	E-0257-A015-A15.074 Trans Out	\$58,540.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA)
KINSMAN- BOND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Ohio Water Development Authority (OWDA) Kinsman-Bond.

FROM	TO	AMOUNT
E-9200-O003-O12.000 Transfers Out	E-9200-O003-O03.050 Bond Payment	\$ 12,738.61
E-9200-O003-O12.000 Transfers Out	E-9200-O003-O03.051 Interest Payment	1,635.54

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
GENERAL FUND TO 911 FUND E010**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer between funds from the General Fund to the 911 E010 Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out (match money for 911 Pager Grant)	R-2200-E010-E06.574 Trans In	\$58,540.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN
THE BELMONT COUNTY GENERAL FUND
AND THE BOND RETIREMENT FORCE MAIN EXT PROJECT O-10**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer between the Belmont County General Fund and the Bond Retirement Force Main Ext Project O-10.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out	R-9207-0010-005.574 Trans In	\$40,469.01

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN THE
BELMONT COUNTY GENERAL FUND AND THE
BOND RETIREMENT EASTERN COURT O37**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the Belmont County General Fund and the Bond Retirement Eastern Court Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out	R-9216-0037-001-574 Trans In	\$20,797.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION
CHARGEBACKS-MAY AND JUNE, 2011**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for May and June, 2011.

FROM		TO	AMOUNT
E-0041-A002-H05.006	PROBATION OFFICER	R-9891-Y091-Y01.500	0.00
E-0054-A006-F08.006	DISASTER SERVICES	R-9891-Y091-Y01.500	343.46
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	6,127.26
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	14,104.36
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	22,783.98
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	1,612.98
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	6,725.40
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,296.90
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	2,419.47
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	2,908.52
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	2,257.14
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	1,612.98
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	683.92
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	70,893.06
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	121,882.25
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	11,780.71
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,712.54
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	1,978.31
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	30,681.04
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	13,572.90
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	6,651.04
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	6,771.42
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	0.00
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	0.00
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	17,976.50
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,450.78
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	18,294.02
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	2,430.00
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	3,590.21
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	398.75
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	149.78
	COUNTY HEALTH		
E-2210-E001-E15.006		R-9891-Y091-Y01.500	12,694.82
E-2227-F074-F03.002	Sewage Program	R-9891-Y091-Y01.500	0.00

E-2213-F075-F01.002	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2214-F076-F01.002	PH infrastructure	R-9891-Y091-Y01.500	1,167.45
E-2215-F077-F01.002	Family Planning	R-9891-Y091-Y01.500	0.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	326.67
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G01.002	Food Services	R-9891-Y091-Y01.500	0.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	CDC Lead	R-9891-Y091-Y01.500	408.34
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	1,546.30
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,612.98
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	2,296.90
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,425.08
E-0400-M077-M02.008	Supreme Court	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	0.00

TOTALS **401,568.22**
 Mr. Probst Yes
 Mr. Coffland Yes
 Mrs. Favede Yes

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

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 May 25, 2011.

E-0061-A002-B03.010 Supplies \$ 129.56

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE 911 WIRELESS FUND

Motion made by Mrs. Favede, 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 May 25, 2011.

E-2301-E011-E01.011 Contract Services \$ 12,387.76

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 SOIL CONSERVATION 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 May 25, 2011.

E-1810-L001-L01.002	Salaries	\$ 2,000.00
E-1810-L001-:05.011	Contract Services	<u>2,419.00</u>
TOTAL		4,419.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE M79 TRUANT OFFICER 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 May 25, 2011.

Fund	Title	Amount
TRUANT OFFICER		
E-0400-M079-M01.002	Salary	8,000.00
E-0400-M079-M02.008	Fringes	1,685.03
E-0400-M079-M03.003	PERS	3,000.00
E-0400-M079-M04.000	Other Expenses	<u>1,000.00</u>
TOTAL		13,685.03

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BOND RETIREMENT-WATER LINE EXT. PROJ. FUND**

Motion made by Mrs. Favede, 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 May 25, 2011.

E-9206-0009-002.051 Interest \$ 81,208.66

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BOND RETIREMENT – FORCE MAIN EXT PROJECT**

Motion made by Mrs. Favede, 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 May 25, 2011.

BOND RETIREMENT-FORCE MAIN EXT PROJECT

E-9207-0010-002.051 Interest \$ 36,702.86

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
BOND RETIREMENT FORCE MAIN EXT PROJECT**

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 May 25, 2011.

E-9207-0010-002-051 Interest \$40,469.01

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
BOND RETIREMENT JAIL CONSTRUCTION FUND O-30**

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 January 4, 2011.

E-9212-0030-002.051 Interest \$72,656.88

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
BOND RETIREMENT SATELLITE BUILDING FUND O-31**

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 January 4, 2011.

E-9212-0031-002.051 Interest \$27,491.88

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
BOND RETIREMENT EASTERN DIVISION COURT FUND**

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 May 25, 2011.

E-9216-0037-002-051 Interest \$20,797.50

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 S017 CHILDREN SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede 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 May 25, 2011.

BELMONT COUNTY CHILDREN SERVICES

E-2765-S017-S31.000 Other Expenses \$ 28,885.50

E-2765-S017-S31.000 Other Expenses \$ 4,873.90

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR N.S.L.A. OAKVIEW JUVENILE S031 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 May 25, 2011.

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000	Food (Meal Tickets)	60.00
E-8011-S031-S02.000	Food (NSLA)	<u>2,384.98</u>
TOTAL		2,444.98

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
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 May 25, 2011.

E-1511-W080-P05.003	PERS	\$ 255.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated May 25, 2011, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

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

AUDITOR – Don Harr and Doug DeVault to travel to Reynoldsburg, OH, on June 16, 2011, to attend meeting at Ohio Department of Agriculture Training (Weights & Measures). A county car will be used. Estimated expenses: \$100.00

COMMISSIONERS - Mike Kinter, Human Resources, and Cindi Henry, Fiscal Manager, to travel to Columbus, OH, on May 24, 2011, to attend CCAO workshop on Worker's Compensation.

DJFS – Michael Schlanz to travel to Cambridge, OH, on May 26, 2011, to attend Marcellus Shale Workforce Dev. Seminar. Estimated expenses: \$12.00

VETERANS – Lucinda Maupin, Christy Taylor, John Burkett and Robert Nixon to travel to Biloxi, MS, on June 4-11, 2011, to attend the National Association of County Veterans Service Officers training.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, 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.

Local Workforce Investment Area # 16

(revised 2/15/11)

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 Partners

Jefferson County Connections One-Stop 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, 2011 until June 30, 2013 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 seekers 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 who 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 Department of Job and Family Services is designated by the Council of Government as the 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 is designated by the Area 16 Workforce Investment Board, through a consortium of three or more partners' recommendation 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 operators responsible for the administration, management and coordination of activities at the level 1 physical one-stop sites.
As the operators of the One-Stops, the agencies listed above 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 operators of the One-Stop 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 Department 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 Department 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. Mid-East Ohio Vocational School District and Eastern Gateway Community College are the grant recipients and administrative entity of WIA Title II funds for Adult Education and Family Literacy Programs.
 - d. Belmont Technical College and Eastern Gateway Community College are the providers 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 recipients and providers 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. The Community Action Commission of Belmont County and the Jefferson County Community Action Council Inc. are the grant recipients and providers of services under the Title V Older Americans Act program (Senior Community Services Employment Program).
 - i. Area 16 has no providers (*community metropolitan housing authority*) of employment and training support services through HUD funds for individuals who are residents of public housing.
 - j. Area 16 has no providers (*grant recipient*) of Welfare-to-Work services under the Social Security Act Section 403(a)(5). (*note: this program is no longer active at the federal level*)
 - k. The County Departments of Job and Family Services are the grant recipient and provider of services of WIA Title I funds for the National Emergency Grants.

l. Area 16 has no providers of 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.

M. PIA Jump Start at Jefferson County Connections provides truck driver training and heavy equipment training.

(Note: If applicable, a clause should be included here detailing the required partners and services that are not available in the local area.)

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 is 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-2 and A-3 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-2: Customer Work Flow Diagram)

b. **Partner Referrals:** Referrals will be tracked using the Area 16 common intake/referral form. The form is attached (Attachment A-3: 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 being referred to another partner for services. A copy of the form will accompany the participant to the referred partner agency.

Eligibility requirements in certain programs require that specific criteria be met prior to accepting a referral from a partner. For the ODJFS State Veterans Program, any veteran or eligible spouse is considered a universal core customer until such time as an assessment has been completed and/or it has been determined that a barrier to obtaining employment exists. Upon this determination by a partner, a formal referral can be made to the ODJFS State Veterans Program.” *(a local area may add other instances as appropriate)*

The Area 16 One-Stop Operators 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 their direct program services.

The 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, 55 East Main Street, P.O. Box 219, Carrollton, Ohio 44615; Harrison County Connections, 520 North Main Street, P.O. Box 239, Cadiz, Ohio 43907; and Jefferson County Connections, 114 North 4th Street, P.O. Box 130, Steubenville, Ohio 43952. All partners will share proportionate responsibility for the costs of the operational expenses of the Area 16 One-Stop site(s).

1. **Operational Budget:** The total operational budget for the WIA 16 One-Stop center(s) is \$392,621.00 for the two year MOU period of July 1, 2011 through June 30, 2013. Each partners' proportionate fair share was calculated using the following methodology: Square footage is used for the Facilities Pool. FTE is used 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 partners' contributions. The Belmont County Department of Job and Family Services 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

A. **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 operators 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 to be determined and are not available at this time. Attachment C (WIA 16 Performance Measures) will be added by the State of Ohio and will reflect WIA 16's performance measures. 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 which became effective July 1, 2011 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

B. **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. 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.

C. **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 and Gold Standard Continuous Improvement Program. 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.

D. **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.

E. 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 which 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 the WIA16 one-stop operator or fiscal agent of any such written amendments/modifications.

F. 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.

G. IMPASSE RESOLUTION: In the event that an impasse should arise between the partner(s) and/or the Area 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.

H. 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.

I. 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.

J. MISCELLANEOUS: (*other recommended provisions*)

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) PRIORITY OF SERVICE FOR VETERANS AND ELIGIBLE SPOUSES: All U.S. Department of Labor funded programs administered by any One-Stop partner will follow state and local area "Priority of Service for Veterans and Eligible Spouses" policies and ensure priority of service will be extended to veterans and/or covered persons 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 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. The Area 16 One-Stop Policies and Procedures are outlined in Attachment D. All partners will follow the Area 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-stops 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 <i>Matt Coffland /s/</i> _____ President, Belmont County Board of Commissioners	Date <u>5/25/11</u> 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
_____ 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
_____ Ohio Department of Job and Family Services	Date
_____ Mid-East Ohio Vocational School District (ABLE)	Date
_____ Eastern Gateway Community College (ABLE)	Date
_____ Jefferson Vocational School	Date
_____ Eastern Gateway Community College (CPVATEA)	Date
_____ Belmont Technical College (CPVATEA)	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 CAC of Belmont County	Date
_____ Senior Community Service Employment Program Jefferson County CAC	Date
_____ PIA Jump Start	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID TO LASH PAVING, INC., FOR THE ENGINEER'S PROJECT 11-2 APPLYING LIQUID BITUMINOUS MATERIAL

Motion made by Mr. Coffland, seconded by Mr. Probst to award the bid for the Belmont County Engineer's Project 11-2 Applying Liquid Bituminous Material to Lash Paving, Inc., in the amount of \$197,825.00 based upon the recommendation of Fred Bennett, County Engineer. **(Only one (1) bid was received)**

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into the Settlement Agreement and Release of Claims for Belmont County Court, Northern Division, Case No. 08 CVF 00439, "*County Risk Sharing Authority, et al. v. Ralph Huggins, et al.*, and later consolidated into the case of Belmont County Court of Common Pleas, Case No. 07 CV 0577, *Gerald Lee Paisola v. Ralph Huggins, et al.*, in the amount of \$10,237.00. Date of Accident: 11/09/2006

RELEASE OF ALL CLAIMS

FOR THE CONSIDERATION of the sum of Ten Thousand Two Hundred Thirty Seven and No/100 Dollars (\$10,237.00), the receipt and sufficiency of which is hereby acknowledge, the **County Risk Sharing Authority** and **Belmont County Commissioners** do hereby release, settle, cancel, discharge and acknowledge to be fully satisfied any and all claims, demands, rights, and causes of action of whatsoever kind, nature or description, which it may now or hereafter have or assert against **Alex Coogan, Kevin Freyder, and State Farm Mutual Automobile Insurance Company**, arising out of a certain accident which occurred in Belmont County, Ohio on November 9, 2006, all as set forth in the pleadings in the case entitled "*County Risk Sharing Authority, et al. v. Ralph Huggins, et al.*", which was pending on the docket of the Belmont County Court, Northern Division as Case No. 08 CVF 00439 and later consolidated into the case of *Gerald Lee Paisola v. Ralph Huggins, et al.*, pending on the docket of the Belmont County Court of Common Pleas as Case No. 07 CV 0577, reference to said pleadings being hereby specifically made.

This instrument is not intended to be, nor is it evidence of, any admission of liability on the part of any person or entity released herein, or any other person, firm, association or corporation, for or on account of or in any way connected with, the described incident.

We further warrant that no promise or inducement has been offered except as set forth herein; that this Release and Settlement is executed without reliance upon any statement or representation by the person or parties released, concerning the nature and extent of the damages and/or legal liability therefore; that the undersigned are of legal age, legally competent to execute this Release and Settlement and accept full responsibility therefore. Additionally, the undersigned hereby waive any claim to pre or post settlement interest.

IN WITNESS WHEREOF, we have hereunto set our names to two (2) copies of the foregoing Release, this _____ day of _____, 2011, at _____, _____, after the same has been read and fully explained by our attorneys.

WITNESSESS:

COUNTY RISK SHARING AUTHORITY

By: _____

Its: _____

WITNESSES:

BELMONT COUNTY COMMISSIONERS

Kathy Marino /s/

Charles R. Probst, Jr. /s/

Amanda Timko /s/

Matt Coffland /s/

Ginny Favede /s/

APPROVED AS TO FORM:

By: Matt Coffland, President

David K. Liberati /s/ (Assistant)

Charles R. Probst, Jr., Vice-President

PROSECUTING ATTORNEY

Ginny Favede

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE SIGNING AND SUBMITTAL OF THE JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION FOR THEODY'S SUBSIDY GRANT

Motion made by Mr. Coffland, seconded by Mr. Probst to authorize the signing and submittal of the Juvenile Court Grant Agreement and Funding Application, on behalf of the Belmont County Juvenile Court, for the Ohio Department of Youth Services Subsidy Grant for the period beginning July 1, 2011 through June 30, 2013.

Note: This grant is for the M60 Care & Custody Fund which includes the C-CAP, Juvenile Drug Court and the Restitution and Community Services programs operated by the Court.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HOLDING WASHINGTON TOWNSHIP "TOWN HALL" MEETING

Motion made by Mr. Coffland, seconded by Mr. Probst to hold the Washington Township "Town Hall" meeting and to notify the media of the same. Public input is welcome and citizens are encouraged to attend: Tuesday, June 7 at 7:00 p.m., Township Garage on Ohio 148, Alledonia.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: OIL AND GAS LEASES: Tom Strup, Deputy Director of Operations, and Josh Hahn, Senior Policy Analyst, from CCAO attended today's meeting to bring the board up to date on some things being worked on. Josh explained the state is dealing with the budget right now, but will also be working on new legislation regarding the oil and gas industry. One of the biggest concerns for commissioners and trustees is going to be the damage to the roads. Josh noted one thing that will have to be considered when the developers come in is typically you will have a chip and seal or gravel road. To bring in equipment, they are going to improve the road considerably. That can be great until 20 years down the road; trying to maintain the road will be a burden upon the county. Mr. Coffland asked if they would be working in conjunction with the Ohio Township Association. Josh replied, yes they already are. Mrs. Favede stated we are looking at legislation for oil and gas industry trucking to mimic what was done with Senate Bill 232. Josh complimented the board for being very involved.

Tom Strup advised CCAO has a natural gas program. This is a group purchasing program. An RFP is put out to prospective suppliers. They work with Palmer Energy because they are independent and not tied to a supplier. He would like to discuss this in more detail at a later date. An independent analysis of all county facilities can be done for free.

OPEN PUBLIC FORUM - Mr. Jagucki asked if the right of eminent domain will enter into the picture regarding oil and gas leasing. Josh Hahn responded he did not think it will. Eminent domain is typically a government taking over a private property. The developer is not a public utility.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:40 A.M.

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into executive session with Director Dwayne Pielech and Vince Gianangeli, BCDJFS, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:45 A.M.

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION TAKEN, BUT THE FOLLOWING ANNOUNCEMENT WAS MADE:

Mr. Probst stated as a result of the executive session an announcement will be made and he then turned the floor over to Dwayne Pielech, Director of Belmont Co. Dept. of Job & Family Services. With Dwayne were Fiscal Administrator Vince Gianangeli and Income Maintenance Public Assistance Administrator Brenna Rocchio. He announced to the public that later this year, possibly within 90-120 days with the cooperation of the organization the board has been working with, DJFS is going to take responsibility for the senior service programs in Belmont County. They will coordinate services, do all the case management internally and the eligibility determination and they will work with partner community organizations to help with some of the services that maybe currently aren't being provided. More information will be forthcoming in the near future. Very soon they will do Town Hall meetings at the 10 Senior Centers. They will work with the existing staff at Senior Services. Those employees who are interested in possibly coming over to work in the new program under DJFS will be given the opportunity to interview and be considered. This is a big change for a variety of reasons, but most importantly, government has to refocus with the way we do business due to funding cuts and the challenges this presents. This is about serving the seniors and how we can improve the services with limited levy dollars and limited funds being sent from the state and federal governments. DJFS is a "safety net" in the community who already serve seniors. This will allow them to expand those services. They currently assess seniors for services such as a Medicaid card if they may need to go into a nursing home; they also assess seniors for transportation needs to get to medical appointments; they can now be assessed for meals and homemaker/home health services. DJFS will be able to wrap services under one roof and utilize some of the local levy funding for federal match monies. This will generate additional dollars that will enhance services. You will see variety and improvements to the meals. Mr. Pielech said he believes once up and running, we will be a model county for how local government has to work. There will be accountability on where levy, state and federal monies are being spent and there will be proof they are being spent properly. DJFS is excited about this challenge and the opportunity before them and are looking forward to moving forward. Mr. Pielech stressed we are not changing anything, but enhancing services. They are NOT closing any senior centers. The center directors can apply for jobs with DJFS. They will not eliminate transportation services. The current contract with the private/non-profit agency expires at the end of June. Mr. Pielech stated he hoped they would work with DJFS to extend the contract for 90 days in order to have a transition period. A statement was sent in from the County Commissioners Association of Ohio and read by Assistant Clerk Kathy Marino as follows:

May 25, 2011

STATEMENT FROM THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO

Larry Long, Executive Director of the County Commissioners Association of Ohio released the following statement today:

All Ohio counties will experience unprecedented cuts to local funding streams if the state budget as proposed by the Kasich Administration and approved by the House is enacted in Columbus.

The state budget challenges all counties to find new and better ways to serve the public with limited local tax dollars and to leverage those dollars to provide more efficient and cost effective services to the public.

The action today by the Belmont County Commissioners is an excellent example of how Commissioners across the state must look for new ways to do business. Old models for service delivery must be analyzed, modernized or discarded in this new age of challenges to county government.

Senior Citizen levy dollars approved by the electors of our counties are enacted by county commissioners who have responsibility for oversight and determining the most appropriate use of those dollars in delivering vital services to the residents of our counties. Ohio is blessed to have many wonderful non-profit senior citizen organizations and volunteers that serve the aging populations of our county. In my experience, however, many of these organizations believe they are entitled to be the only "users" of levy funds that have been approved by county residents.

The needs of senior citizens will only increase in the future as baby boomers retire and look for new services from the public. The challenge to provide meals, transportation, health care, social services and activities for this population will challenge our funding ability in the future and it looks like Belmont County is ahead of the curve in trying to find new and better ways to meet the needs of our aging population.

Mr. Coffland explained the BSS contract is in its second extension this year. Numbers are being reviewed by Mr. Don McIntosh of Rea & Associates.

12:15 P.M. BREAK

At this time the board left to attend annual meeting of the Joint Board (Belmont Co. & Harrison Co. Commissioners) of the Belmont-Harrison Juvenile District Board of Trustees at the Sargus Juvenile Center.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:49 P.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting at 2:49 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of June , 2011.

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