

April 9, 2015

Agenda

9:15 Executive Session Michael Jones

Pledge of Allegiance

Approve Minutes

Before/after Expenditures

Transfer of Funds (3)

Hindman Check

Adopt Human Resource Manager Position

Appoint Nick Lautzenheiser – TCPDAC

Approve Subgrant Agreement ODJFS

Approve Prison Agreement – City of New Philadelphia

Approve Road Use Maintenance Agreement – Dominion East Ohio (CR 36 & CR 37)

Authorize Negotiations with W.E. Quicksall & Associates (CDBG Activities 3 &4)

Proclamation – April Child Abuse Prevention Month

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY, THE 9TH DAY OF APRIL, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett
Kerry Metzger
Chris Abbuhl

Commissioner Everett presiding.

*The Lord's Prayer was said.
The Pledge of Allegiance was said.*

RESOLUTION (327-2015) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the minutes of the previous meeting as written.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (328-2015) BEFORE/AFTER EXPENDITURES

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following before/after expenditures:

Frontier (Commissioners)	800.09
Seana Todd Fortune (Sheriff)	154.24

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (329-2015) TRANSFER OF FUNDS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Public Defender	Y092-Y06	Y092-Y05	\$1,960.00	Contract Services
Maintenance	A004-B11	A004-B17	\$350.00	Other
Water/Sewer	P030-P45	P030-P51	\$10,600.00	Well Maintenance Rehab

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (330-2015) HINDMAN CHECK

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve a Hindman Check in the amount of \$150.00. These funds will allow a child in the custody of Job & Family Services to attend a school trip with the choir to South Carolina.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (331-2015) ADOPT HUMAN RESOURCE MANAGER POSITION DESCRIPTION

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adopt the following Human Resource Manager Position Description:

Job Title:	Human Resources Manager	Position Type:	Full-Time Unclassified
Department:	Tuscarawas County Commissioners	Exempt Status:	Exempt
Location:	125 E. High Avenue, New Philadelphia OH	Core Hours:	M-F 8:00 a.m. – 4:30 p.m.
Hiring Authority:	Tuscarawas County Commissioners	Starting Salary Range:	\$45,000 - \$65,000
Immediate Supervisor:	Tuscarawas County Commissioners	Date Posted:	April 10, 2015
Supervisory Position:	Yes	Posting Expires:	April 24, 2015
Posting URL:	www.co.tuscarawas.oh.us		

Applications Accepted By: TUSCARAWAS COUNTY COMMISSIONERS

E-MAIL: commissioners@co.tuscarawas.oh.us

FAX: 330.602.7483

MAIL: Tuscarawas County Commissioner's Office

Attn: Human Resource Manager Application

125 E. High Avenue

New Philadelphia OH 44663

POSITION DESCRIPTION
<p>DUTIES AND ESSENTIAL FUNCTIONS: In addition to the following, perform other related duties as required.</p> <p><i>All duties listed and assigned are applicable to positions under the hiring authority of the Board of County Commissioners and any departments being served by the Human Resource Office.</i></p>

- Manages the operations of the Human Resources Office and the activities of the staff. Assign areas of work to the department staff. Trains new employees in the department. Ensures that performance standards are met.

- Represents the Human Resources Office in front of the Commissioners, Elected Officials, other county Departments, employee organizations, the press, and civic groups.
- Develops and monitors the department's budget.
- Responsible for managing employee personnel services, including Job Description development, Job Postings, New Employee Orientation Procedures, Workers' Compensation and Employee Benefits.
- Manages the County's Workers' Compensation Program, developing policies to improve workplace safety and ensuring the proper processing of claims to manage and minimize claim costs.
- Responsible for personnel, workers compensation and medical records management including maintaining paper and computer files, grievances, and personnel policies; ensures confidentiality as required by law.
- Manage the process of new employee orientation and ensures their awareness of County benefits, County policies, procedures and practices. Organizes new employee information (medical, insurance, release forms, etc.)
- Communicates with the Auditor's Office regarding departmental payroll matters; works with IT Department to coordinate computerized functions; refers pertinent matters to the Prosecutor's Office as authorized by the Board of County Commissioners.
- Implements policies and procedures established by the Board of County Commissioners. Assist in policy development. Identifies problems and potential problems, and recommends solutions to the Board of Commissioners.
- Responsible for the County Employee Personnel Policy Manual, ensuring the manual is current and properly addresses all known human resource issues.
- Provides detailed information and guidance to employees in all personnel matters. Coordinates the resolution of employee complaints, grievances and disciplinary processes according to the Collective Bargaining Agreements and/or the County's policies and procedures.
- Reviews and assists in writing job descriptions for consistency in form and content, and updates job descriptions as needed.
- Responsible for maintaining a current file of all job descriptions and specifications for all positions.
- Responsible for the development of a County Performance Evaluation System. Maintains a current manual detailing the system. Ensures all Performance Evaluations are conducted according to the procedure guidelines.
- Drafts Employee Communications pertaining to Personnel Policies, professional services contracts, collective bargaining contracts and amendments.
- Assists in collective bargaining negotiations and implements contract benefits. Maintains current contracts in computerized file.
- Ensures compliance with collective bargaining agreement provisions as they pertain to Human Resources.
- Communicates with other governmental agencies in areas such as wage surveys, collective bargaining agreements, etc.
- Responsible for records, policies and awareness of legal issues related to Equal Employment Opportunity (EEO), Fair Labor Standards Act (FLSA), Family Medical Leave Act (FMLA), the American with Disabilities Act (ADA) and other state & federal laws.
- Keeps abreast of professional developments in the field of human resources and employment laws, personnel and workers' compensation by attending seminars and workshops, outside reading and studying journals and trade magazines.
- Demonstrate regular and predictable attendance.
- Proactive, honest, common sense in organizing, planning, directing and collaborating with many different groups to achieve successful results.
- Other responsibilities, tasks and duties as assigned.

QUALIFICATIONS AND EDUCATION REQUIREMENTS:

- Graduation from an accredited college or university with a minimum of a Bachelor's Degree in human resources management, public administration or related field and two (2) years experience in a Human Resources related position including supervisory experience; or an equivalent combination of education, experience and/or training which provide the required knowledge, skills and abilities.
- Knowledge of Human Resource operations, policies and procedures in the area of Workers' Compensation laws, unemployment benefit management, State and Federal labor laws, compensation, job description development, personnel policies, new employee orientation and collective bargaining agreements including negotiations.

PREFERRED SKILLS, KNOWLEDGE AND ABILITIES:

- Ability to work cooperatively with coworkers and supervisors and positively interact with public.
- Ability to work and cooperate with outside departments, enforcement agencies and courts regarding County matters.
- Ability to meet all job safety requirements and all applicable OSHA safety standards that pertain

- to essential functions and job duties.
- Ability to comprehend, apply and implement labor and employment laws and administrative rules.
- Ability to manage numerous complex activities simultaneously.
- Ability to meet deadlines.
- Ability to prepare technical and administrative reports.
- Ability to analyze situations and develop workable solutions.
- Ability to present ideas effectively, both orally and in written form.
- Ability to establish and maintain effective working relationships with Elected Officials, department heads, County employees, other agencies and the general public.
- Ability to supervise departmental staff.
- Ability to work in collaborative management leadership style.
- Ability to build working relationships with diverse constituencies.
- Ability to exercise good judgment within a context of competing priorities, agenda and individual sensitivities.
- Ability to work independently, from office into community.
- Knowledge of basic computer literacy with general working knowledge of Word Processing Spreadsheet operation, PowerPoint development and presentation and other related software applications.
- Strong interpersonal skills – communication, networking, group facilitation.
- Ability to handle multiple projects and responsibilities.
- Ability to establish priorities for organization, staff and self.
- Ability to build and maintain strong working relationships with diverse partners.
- Strong ability to remain calm in stressful situations.
- Strong ability in establishing and maintaining employee accountability.
- Ability to evaluate very complex problems and lead diverse groups to solve these problems.

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive.

- Computer, printer, calculator, typewriter, digital camera and other standard business office equipment (binder, etc.)

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

- The employee has exposure to chemical compounds commonly found in an office environment (e.g. – printer toner, correction fluid, etc.)

OTHER DUTIES AND RESPONSIBILITIES:

- Attends seminars, conferences and other job-related training programs in order to comply with state and federal programs. Performs other related duties as required.

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED: Human Resource Office Staff

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed my position description, and that I understand its contents.

(Approval of Appointing Authority)

(Employee Signature)

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (332-2015) APPOINT N. LAUTZENHEISER – TCPDAC

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to appoint Nick Lautzenheiser to the Tuscarawas County Park Department Advisory Committee to serve as the Muskingum Watershed Conservancy District ex-officio representative. This action is taken upon the recommendation of the Tuscarawas County Park Department Advisory Committee and is effective immediately.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (333-2015) ODJFS SUBGRANT AGREEMENT

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following as recommended by David Haverfield, Director, Job & Family Services:

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

G-1617-11-5586

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM"), the Tuscarawas County Board of County Commissioners (hereinafter referred to as "Board") in accordance with Sections 307.98, 5101.21, and 5160.30 Ohio Revised Code (ORC).

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in OMB 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Tuscarawas County for the operation of the Tuscarawas county department of job and family services (CDJFS) that performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties. It is not applicable to subawards relating to any duties assigned to a child support enforcement agency (CSEA); nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services, a public children services agency and a child support enforcement agency, as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, any OMB circulars that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).
- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Tuscarawas CDJFS/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Tuscarawas County and of the Tuscarawas CDJFS/PCSA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF DEPARTMENTS

As pass-through entities under OMB 2 CFR 200 (Uniform Guidance), the Departments may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24(E).

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action the department takes under division (C) of ORC Section 5101.24, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse, to the Departments, the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2015 through June 30, 2017, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A, above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2016 and 2017 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR 75, 2 CFR Part 400, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time either

of the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of the Departments or the State of Ohio.

- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 45 CFR 75, 2 CFR 400, as well as 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 45 CFR 75.302 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of performance and availability of funds: Pursuant to 45 CFR 75.309 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
 3. Cost sharing or matching: Pursuant to 45 CFR 75.306 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.
 4. Program income: Program income must be used as specified in 45 CFR 75.307 and 2 CFR 400.1.
 5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 75.318 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 75.320 and 2 CFR 400.1.

7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 75.321 and 2 CFR 400.1.

F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.

B. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
2. Any one of the three parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.

C. Pursuant to ORC Section 5101.24, 45 CFR 75.371, and 2 CFR 400.1, as applicable, if Subgrantee, any of its principals, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, the Departments may take any or all of the following actions deemed appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s) Subgrant activity;
4. Withhold further awards for the Subgrant activity; or
5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.

D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that the Departments require.
- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If either of the Departments or Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to ODJFS from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, with a copy to the ODM Legal Counsel at 50 West Town Street, 5th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C. **Subgrants**
 1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as

federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.

2. **Debarment and Suspension:** As provided in 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement:** While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 416.1, and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 75.342, 2 CFR 400.1, and OAC 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, ODM agrees to be responsible for any liability directly relating to any and all acts of negligence by ODM. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if The Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by division (B) of ORC Section 5101.21, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
SIGNATURE PAGE

G-1617-11-5586

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Tuscarawas County DJFS/PCSA
James W. Dungey 3-30-15
DJFS/PCSA Director Date

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Cynthia C. Dungey, Director Date

Belle Everett 4/9/15
County Commissioner Date

OHIO DEPARTMENT OF MEDICAID

John McCarthy, Director Date

Chris Abbuhl 4/9/15
County Commissioner Date

Kerry Metzger 4/9/15
County Commissioner Date

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

Discussion: Commissioner Abbuhl noted the ODJFS Subgrant Agreement is something they approve every year. Grant dollars come from federal resources to the state then the state distributes the funds from ODJFS to the counties. It is basically stating that we will follow the federal and state rules and meet all requirements in order for the funds to be distributed.

RESOLUTION (334-2015) PRISONER AGREEMENTS – New Philadelphia

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the prisoner agreement with the following entities for prisoner care at Sixty Dollars (\$60.00) per day as recommended by Lt. Everett:

City of New Philadelphia

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

**RESOLUTION (335-2015 ROAD USE MAINTENANCE AGREEMENT – Dominion EOG
(CR36 & CR37)**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following Road Use Maintenance Agreement contingent upon receipt of the appropriate bond as recommended by Joe Bachman, County Engineer and by Robert Stephenson, Assistant Prosecuting Attorney:

**MODEL ROADWAY USE AND MAINTENANCE AGREEMENT
FOR GAS PIPELINE PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at Tuscarawas County, Ohio, by and between Tuscarawas County, a political subdivision, whose mailing address is 932 Front Ave. SW, New Philadelphia, OH 44663 (hereafter "Authority"), **THE EAST OHIO GAS COMPANY d/b/a DOMINION EAST OHIO**, an Ohio Corporation, whose address is 320 Springside Drive, Suite 320, Akron, Ohio 44333 (hereafter "Operator") and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Mill and Union Townships, in Tuscarawas County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is constructing a pipeline, station, equipment and appurtenances (collectively hereafter "Pipeline Activity" or "Pipeline Activities"), and intends to construct and operate the Pipeline Activity in Mill and Union Townships, in Tuscarawas County, Ohio; and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

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

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

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

1. The portion of CR-37 (Pleasant Valley Dr.), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR-800 (State Highway 800) and ending at the intersection of SR-250 (Cadiz-Dennison Rd.). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-37 (Pleasant Valley Dr) for any of its Pipeline Activities hereunder; and

The portion of CR-36 (Feed Springs Hill Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR-800 (State Highway 800) and ending at the Tuscarawas County border wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-36 (Feed Springs Hill Rd) for any of its Pipeline Activities hereunder. (collectively hereafter "Route")

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

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

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

5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than ten thousand & 00/100 DOLLARS (\$10,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the Pipeline Activity.
 - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
 - d. Approval from Authority to not provide a bond or surety and not complete a geotechnical or engineering analysis of the condition of the roads. This will be documented in Appendix.A
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit. Compliance with this RUMA shall entitle the Operator to obtain the necessary operating permit from the Authority.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Pipeline Activity whatsoever.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

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

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

14. This Agreement shall be in effect on May 1, 2015.

15. In the event of a conflict between the terms of Appendix A and the RUMA agreement, the terms of Appendix A shall control.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: Belle Everett
Commissioner/Trustee

By: Judith Box

By: Chris Alwahl
Commissioner/Trustee

Printed name: Judith Box

By: Kerry Metzger
Commissioner/Trustee

Company Name: Dominion East Ohio

By: JarBarh
County Engineer

Title: Gas projects Manager

Dated: 4/9/15

Dated: 3/26/15

Approved as to 4
County Prosecutor

Appendix A**Operator shall be required to:**

- 1) Provide for videotaping of the road prior to Pipeline Activity.
- 2) Engineering and Geotechnical reports will not be required for this RUMA
- 3) If an Upgrade of CR-37 and CR-36 are needed, it will be done in accordance with approved plans from the Tuscarawas County Engineers Office.
- 4) Maintain CR-37 and CR-36 during Pipeline Activities for those damages caused by said Pipeline Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Pipeline Activities.
- 6) Sections 9 and 10 of the Agreement are intended to cover only those matters resulting from the failure of Operator to perform its obligations under this RUMA.

Authority shall:

- 1) Provide for minor maintenance of the road during the Pipeline Activity for damages not caused by said Pipeline Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

VOTE:

Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (336-2015) NEGOTIATE - QUICKSALL & ASSOCIATES - ENGINEERING (CDBG GRANT #B-F-14-1CT-1 ACTIVITIES #3 & 4)

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to authorize the Director of the Tuscarawas County Office of Community & Economic Development to enter into negotiations with W.E. Quicksall & Associates, Inc. for Engineering Services in connection with Community Development Block Grant – Allocation Grant #B-F-14-1CT-1, Activities #3 & 4. W.E. Quicksall was rated the top respondent after evaluation of all of the responses to the Request for Qualifications.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (337-2015) PROCLAMATION – CHILD ABUSE PREVENTION MONTH

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to proclaim the following:

Proclamation

Whereas, our nation recognizes each April as Child Abuse Prevention Month, and Tuscarawas County agencies and organizations work together to heighten awareness and draw attention to the need for preventing child abuse in our communities; and

Whereas, Pinwheels for Prevention represents the efforts to change the way our nation thinks about prevention, focusing on community activities and public policies that prioritize prevention right from the start to make sure child abuse and neglect never occur; and

Whereas, Tuscarawas County will display 996 pinwheels to represent each case of child abuse or neglect in our community; and

Whereas, Pinwheels for prevention focuses on the importance of talking about what each individual can do to make sure children in the community grow up safely; and

Now, therefore be it resolved by the Board of Commissioners of Tuscarawas County, Ohio to proclaim April as CHILD ABUSE PREVENTION MONTH and to extend, on behalf of all the people of Tuscarawas County, our sincere thanks to all agencies and organizations collaborating to raise awareness about child abuse in Tuscarawas County. We hope these organizations will continue to serve the community in such an outstanding manner and we offer our whole-hearted support to the Pinwheels to the Pinwheels for Prevention campaign.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

Discussion: Commissioner Everett stated the Commissioners will be attending a ceremony this afternoon and will present the above proclamation.

RESOLUTION (338-2015) PAY BILLS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve for payment the following bills:

Commissioners		
Medicine Shoppe	TB Meds	56.44
Fenton Brothers	Supplies	53.49
Thyssen Krupp Elevator	Service	1,084.98
Independence Business Supply	Supplies	69.50
NP Water Dept	Water/125 EH	294.59
NP Water Dept	Water/JFS	225.11
NP Water Dept	Water/101 EH	164.36
Gardiner	Preventative Maintenance	2,565.00
Rose Products	Supplies	49.45
Wayne Garage Door	Service/JFS	144.50
First Stop Signs	Nameplate	16.14
Dog Pound		
NP Water Dept	Water	70.96

Parkway Auto Group	Service	41.51
Lowe's	Supplies	120.79
Community & Economic Development		
Kimberly Beans	Travel	58.00
Kimberly Beans	Travel	72.20
Ohio Regional Development Corp	CHIP Home Repair	200.00
Quill	Supplies	27.98
Juvenile/Probate		
Casnet	Repairs	387.50
Atty Thomas Hisrich	Atty Fees	150.00
Xerox	Leased Copier	295.11
Xerox	Leased Copier	119.04
Xerox	Leased Copier	226.90
Xerox	Leased Copier	106.52
Lexis Nexis Matthew Bender	Law Books	86.08
Lexis Nexis Matthew Bender	Law Books	86.08
Lexis Nexis Matthew Bender	Law Books	86.08
Water & Sewer		
RJ Wright & Sons	Fuel	1,502.43
RJ Wright & Sons	Fuel	739.64
Xerox	Copier Fee	69.64
Lowe's	Materials	125.48
Dover Municipal Utilities	Electric Service	532.57
Newcomerstown Water	OM & R	3,765.04
Haueter Landscaping	Snow Removal	120.00
Coshocton Environmental Testing	Lab Services	20.00
Standard Plumbing & Heating	Repairs	298.01
Midwest Sign Center	Signs for Plow Truck	95.90
Lowe's	Materials	210.75
Enger Auto	Materials	356.30
Enger Auto	Materials	75.02
Enger Auto	Materials	42.99
Enger Auto	Battery Chargers	154.97
HD Supply	Materials	167.93
USA Bluebook	Blue Locate Flags/Paint	166.55
Brinkman Trenching & Excavating	Service	250.00
WSOS CAC	GIS Service	1,113.83
American Electric Power	Electric	471.18
Holmes Wayne Electric	Electric	252.00
Centre Supply	Materials	1,018.22
Centre Supply	Materials	225.25
Fenton Brothers	Materials	133.84
Fenton Brothers	Materials	260.19
Ohio Electric Control	Materials	143.14
USA Bluebook	Locate Flags/Paint	166.85
Cintas	Uniform Rental	327.18
Operator Training Committee of OH	Safety Training	165.00
OUPS	Manual Call Outs	4.00
Tusc Co Commissioners	Central Services	27,408.00
Holmes Wayne Electric	Electric	1,529.00
RAM Industrial Services	Repairs	5,997.00
Fitzpatrick Zimmerman & Rose	Legal Services	150.00
Treasurer State of OH	Boiler Inspection	53.25
Tusc Co Commissioners	Central Services	29,221.00
WSOS CAC Inc	GIS Services	1,113.84
City of Dover	County Share of OM & R	11,146.48
American Electric Power	Electric	920.82
Frontier	Service	52.08
Frontier	Service	189.70
Engineer		
Kimble Recycling	Trash Dumpster NP & Port	56.05
Emergency Management		
Xerox	Copier Lease	124.29
Patty Levensgood	Cell Phone Reimb	38.48

Clerk of Courts

Xerox	Service	92.83
Staples	Supplies	177.46
Staples	Supplies	114.11

Common Pleas

Staples Credit Plan	Supplies	128.32
Sherwin Williams	Paint	50.66

Auditor

Treasurer Tusc Co	Fuel/Engineer	59.45
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Public Defender

John Shaklee	Interpreter	50.00
Frank Bair	Rent	915.00

Treasurer

SmartBill	Postage/Second Half Taxes	9,200.00
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Hazardous Mitigation Grant

OMEGA	Project Admin	5,036.42
Regional Planning	Admin Fee & Mileage	509.08
Kraiger Construction Co	Demolition	32,680.00

Job & Family Services

Ann Amore	KPIP	600.00
Mark & Raynah Abbuhl	AA & SAMS	26,880.54
Aaron & Chevelle Barger	Transportation	51.52
John & Sandra Shott	Transportation	11.96
Seth & Kathy Morrison	FC Clothing Reimb	111.50
Aaron & Chevelle Barger	FC Clothing Reimb	28.29
Randy & Luella Miller	FC Clothing Reimb	71.09
John & Sandra Shott	FC Clothing Reimb	311.18
Gayle Krozoski	FC Clothing Reimb	621.14
Todd & Jennifer Demain	SSI to Adoptive Parents	1,770.00
Miller Digital Advertising	Adoption Incentive	261.00
Gregory Keck Phd Estate	Therapy	787.55
Jane McNichols	KPIP	300.00
Ginny Lawless	KPIP	600.00
Santana Hanshaw	KPIP	1,575.00
Holmes Wayne Electric	Electric	401.88
Voyager Program	Group	50.00
Seth & Kathy Morrison	Transportation	265.42

Community Corrections

Tusc Co Sheriff's Reserves	Security	678.75
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Sheriff

Ohio Dept of Commerce	Boiler Inspections	159.75
Ziegler Oil Co	Repairs	963.75
Fenton Brothers	Supplies	21.80
Staley Technologies	Repairs	217.40
Staley Technologies	Service Contract	342.30
NP Water Dept	Water	1,586.29
RJ Wright & Sons	Gas	7,861.04
Ohio BCI & I	CCW Background Checks	4,767.00

911

Staley Technologies	Maintenance Contract	660.00
American Electric Power	Tower Electric	198.75

VOTE:

Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

OTHER BUSINESS:

Commissioner Abbuhl attended a round table event yesterday with Congressman Johnson. He stressed the importance of Appalachian Regional Commission (ARC) funding and noted the room the meeting was held in at the Tolloty Center, Tech Park received ARC funding. These funds are important for economic development. He also stressed the importance of Housing & Urban Development (HUD) funding and added the County would be agreeable to receive additional dollars for the Community Development Block Grant (CDBG) projects. Tuscarawas County receives requests for CDBG funds 5 times the amount allocated. Tuscarawas County has received a substantial amount of funding through grants and low interest loans provided by Rural Development. Congressman Johnson sees the value in these dollars. Commissioner Abbuhl also mentioned the Eastern Ohio Development Alliance (EODA) will hold their annual meeting April 24, 2015. They will celebrate their 25th anniversary and will have a tribute to Dale Hileman, EODA Director who passed away this year. Speakers will include Oil & Gas Economist and a representative of the Oil & Gas Industry. Senator Brown was invited but he is unable to attend.

Commissioner Metzger attended the special committee on elections through the County Commissioner's Association of Ohio (CCAO). There is a bill in the House and Senate that deals with making changes to special elections which would eliminate the February special election opportunity leaving one opportunity in August. It also provides that 65% of election costs be paid up front in the same year (pay as you go) instead of receiving the funds a year after. It also appears that the Ohio Supreme Court is floating an idea of moving judicial elections to the odd number years (off year elections). CCAO and the State Board of Elections Association have concerns with this as it will increase the cost of elections. An example is this year 30% of the precincts are open for the primary so they are only funded at 30%. This helps relieve some of the pressure on the General Fund. If this would be presented and approved all precincts would be open twice a year every year which will cost the General Fund additional monies. Commissioner Abbuhl asked if there is an update regarding Public Defender reimbursement levels returning to the funding amount as set by ORC. Commissioner Metzger stated the bill has over 54 sponsors so it has a good shot getting included in the substitute bill for the state budget.

**RESOLUTION (339-2015) EXECUTIVE SESSION – POSSIBLE LITIGATION
M. JONES (W/S)**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to go into an Executive Session to discuss possible litigation with Michael Jones, John Albers and Sean McCarter.

TIME: 9:21 a.m.

ROLL CALL VOTE & ATTENDANCE:

- Belle Everett, yes;
- Kerry Metzger, yes;
- Chris Abbuhl, yes;

Commissioner Everett called the meeting out of Executive Session and back into Regular Session at 10:11 a.m.

NOTE: No action taken.

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (340-2015) ADJOURN

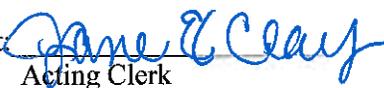
It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to adjourn at 10:12 a.m. to meet in Regular Session, Monday, the 13th day of April, 2015.

- VOTE:
- Belle Everett, yes;
 - Kerry Metzger, yes;
 - Chris Abbuhl, yes;

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.





Attest: 
Acting Clerk