January 7, 2016

Agenda

Pledge of Allegiance

Approve Minutes

Temporary Appropriations (3)

Approve Non-General Budgets 2016

Out of County Travel – EMA

County Mileage 2015

Agreement Maximus Consulting Services

Revolving Loan Fund Administration Agreement

Floodplain Permit – The East Ohio Gas Company

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 7th DAY OF JANUARY, 2016, 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 (010-2016) APPROVE MINUTES

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

VOTE:

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

RESOLUTION (011-2016) TEMPORARY APPROPRIATIONS 2016

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following temporary appropriation for 2016:

E-0010-A001-A10	Commissioners – Professional Services *Maximus Agreement for 2016*	$9,500.00
E-1930-U035-U02	Claims *To encumber funds for various claims, i.e., Sheriff, windshields, etc.*	$10,000.00
E-1710-T024-T01	Fees-Ohio Elections Commission Fund *Filing fees received and due to the Ohio Elections Commission*	$430.00
E-1120-B065-B12	Contract Services *To provide assistance with software training*	$6,000.00

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

RESOLUTION (012-2016) APPROVE NON-GENERAL BUDGETS 2016

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following Non-General Budgets for 2016:

NO.	FUND NAME	AMOUNT
B01	Drug Law Enforcement	$0.00
B14	Juv-Ind. Drivers Alcohol Treatment	$1,500.00
B15	Ind. Drivers Alcohol Treatment (So. Court)	$16,000.00
B54	PUCO Grant Fund	$0.00
G50	Hotel Lodging Tax	$578,000.00
Q91	Tech Park Fund	$0.00
S90	Enterprise Zone Fund	$1,900.00
T10	Block Grant Revolving Loan Fund	$0.00
T27	Tusc. Co. Canal Lands Development	$700.00

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

RESOLUTION (013-2016) TRAVEL – EMA

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following travel request.

DATE: 01/11/216
TITLE: CENTRAL ASSOCIATION MEETING
LOCATION: KNOX COUNTY EMA
ATTENDING: PATTY LEVENGOOD
ANTICIPATED EXPENSE: Use of County Vehicle

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

RESOLUTION (014-2016) 2015 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the certification of mileage on Tuscarawas County roads for 2015 as 465.920 miles.

Ohio Department of Transportation

Office of Technical Services

2015 County Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than April 1, 2016.
or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in TUSCARAWAS County

was 465.920 miles as of December 31, 2014,

as certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2015 and determine the net increase or decrease in mileage. Add the net change to the 2014 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2015,

the county was responsible for maintaining 465.920 miles of public roads.

Belle Everett — 1/7/2016
Signature of President of Board of County Commmissioners — **Date**

Kerry Metzger — 1/7/2016
Commissioner Signature — **Date**

Chris Abbuhl — 1/7/2016
Commissioner Signature — **Date**

Joe Buchman — 1/5/15
County Engineer Signature — **Date**

Comments:

Please return a completed, signed copy of this form along with proper documentation of any changes made to:
Ohio Department of Transportation
Office of Technical Services
Mail Stop #3210
1980 West Broad St. 2nd Floor
Columbus, Ohio 43223
Attn: Michael Greenwood (614) 466-2852

VOTE:

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

RESOLUTION (015-2016) AGREEMENT MAXIMUS CONSULTING SERVICES

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

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (this "Agreement") is entered into by and between **MAXIMUS Consulting Services, Inc.** ("Consultant"), and **Tuscarawas County, Ohio** ("Client"). In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.

2. Term. This Agreement shall commence on January 15, 2016 ("Effective Date") and shall remain in effect until December 31, 2019, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs first. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.

3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.

4. Termination.
   a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
   b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days' prior written notice to the other. In the event Client terminates this Agreement, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
   c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.

6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days' prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or

agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.

7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.

8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of $1,000,000 per occurrence / $2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of $1,000,000, automobile liability insurance in the amount of $1,000,000, and professional liability insurance in the amount of $1,000,000.

9. Indemnification. To the extent allowed by law, Consultant shall defend, indemnify and hold harmless the Client from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorneys' fees) to the extent proximately caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Client, its employees, consultants, or agents or any third party.

10. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed $28,500.00.

    In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

    Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.

11. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

12. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

Tuscarawas County
125 East High Avenue
New Philadelphia, OH 44663

MAXIMUS Consulting Services, Inc.
808 Moorefield Park Drive, Suite 205
Richmond, VA 23236
804.323.3535
fsc-operations@maximus.com

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

13. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.

14. Miscellaneous.

    a. If Consultant is requested or authorized by Client, or is required by government regulation, a regulatory agency, subpoena, or other legal process, to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, Client will reimburse Consultant without limitation for all Consultant time and expenses, including, but not limited to, attorneys' fees, court costs and travel expenses, incurred in responding to such requests whether incurred by Consultant employees, consultants, contractors or agents. The foregoing does not diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.
    b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
    c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.
    d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
    e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.
    f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
    g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
    h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

Tuscarawas County, Ohio

By: Belle Everett

Name: Belle Everett

Title: President Board of Commissioners

Date: January 7, 2016

Approved as to form:

Robert Stephenson
Assistant Prosecuting Attorney

MAXIMUS Consulting Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Scope of Services
OH CO TUSC CAP 15-17

Description of Services:

1. Development of a central services cost allocation plan which identifies the various costs included by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc.
2. Negotiation of the completed cost allocation plan with the representatives of DHHS and/or the State if required. The Consultant is responsible for the conduct of negotiations and securing approval of the plan as filed or as negotiated, where applicable, on the County's behalf.
3. Assistance quantifying and documenting indirect cost recoveries from the cost allocation plan if requested.

EXHIBIT B
Compensation
OH CO TUSC CAP 15-17

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Nine Thousand Five Hundred Dollars ($9,500).

The plan will be based upon the County's year-end financial data for the Calendar Year (CY) 2015, 2016 and 2017 and will be the basis for the recoveries to be claimed for CY 2017, 2018 and 2019.

Year 1	CY 15 for use in CY17	$9,500
Year 2	CY 16 for use in CY18	$9,500
Year 3	CY 17 for use in CY19	$9,500

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

Payment of the standard fee which shall include reimbursement for expenses incurred shall be made in one installment due upon delivery of the final plan. Invoices shall provide detail sufficient to Client's requirements.

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

RESOLUTION (016-2016) REVOLVING LOAN FUND ADMINISTRATION AGREEMENT STATE OF OHIO, DEVELOPMENTAL SERVICES AGENCY

It was moved Commissioner Abbuhl, seconded by Commissioner Metzger, to authorize the President or the Vice-president of the Board of to sign the Housing Revolving Loan Fund Administration Agreement with the State of Ohio Development Services Agency and any other necessary Housing Revolving Loan Fund Documents required by the State of Ohio, Development Services Agency and its offices during the corresponding agreement time period (from January 1, 2016 to December 31, 2018).

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency,** located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and **Tuscarawas County**, located at 125 E. High Avenue, Room 205, New Philadelphia, OH 44663-2573 with F.T.I. Number: 34-6002853 (the "Grantee"), and shall be effective beginning **January 1, 2016** (the "Effective Date") and terminate **December 31, 2018** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # _____ on _____, _____ (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

a.) Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with Housing Program Income and conform to OCD policies. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 22, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. Termination.

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

   i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.

   ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.

   iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.

   iv. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

24. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

25. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

26. **Adherence to State and Federal Laws, Regulations.**

a. General. Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

27. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

29. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. **Miscellaneous.**

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief

ii. In the case of Grantee, to:

Tuscarawas County Commissioners
125 E. High Avenue, Room 205
New Philadelphia, OH 44663-2573
Attention: President Commissioner

f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.

j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:	GRANTOR:
Tuscarawas County	**State of Ohio** **Development Services Agency** David Goodman, Director
By: Belle Everett	By: _____
Printed Name: Belle Everett	Printed Name: _____
Title: Tuscarawas County Commissioner	Title: _____
Date: January 7, 2016	Date: _____

VOTE:

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

RESOLUTION (017-2016) FLOODPLAIN PERMIT – THE EAST OHIO GAS COMPANY

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following Floodplain Permit with The East Ohio Gas Company as presented by Jill Lengler, Floodplain Director:

NFIP
FLOODPLAIN DEVELOPMENT PERMIT
Tuscarawas County, Ohio

Date: January 5, 2016 # 1-1-16

$25 FEE per RESOLUTION #172-87 In addition, administrative fees of twenty-five dollars ($25) per. hour shall accrue for each hour accumulated toward the issuance of an NFIP Development Permit. *Payable to **Tuscarawas County Floodplain Office.***

Permission is hereby granted to The East Ohio Gas Company
Name

for Replacement of 3.49 miles natural gas transmission line in Mill and Union Townships* Twp.
Purpose

* lines are also located in Dennison and Uhrichsville- these municipalities will have to issue their own floodplain permits.

located at See map
(Mailing Address)

The Development Permit application submitted by The East Ohio Gas Company is in accordance with the NATIONAL FLOOD INSURANCE PROGRAM REGULATIONS adopted by the Tuscarawas County Commissioners, Resolution #502-2010.

Estimated Cost $ 3,700,000 Elevation of Property Varies Ft. (msl)

This information contained in Permit Application Number 1-1-16, as well as on the drawings and Plans for development, are hereby also embodied as part of this permit.

Said work is to be constructed in compliance with the provisions of the National Flood Insurance program and the Tuscarawas County Flood Damage Prevention Regulations per Resolution #736-2007.

This permit void if the development activity has not begun within 180 days of the issuance date. This permit will remain valid for one (1) year from date of issuance.

Reviewed by: Jill P. Lengler — Floodplain Coordinator — 1-6-16 Date

Approved by: Bill Eckert — Commissioner — 1/7/2016 Date

Kerry Metzger — Commissioner — 1/7/2016 Date

Chris Abbuhl — Commissioner — 1/7/2016 Date

NOTICE: Tuscarawas County is not responsible for any flood damages, within or outside the designated Floodplain Hazard Areas, that result from reliance on the Flood Damage Prevention Resolution ##502-2010or any administrative decisions lawfully made thereunder.

The property Owner/Developer is required to procure, and make available to the public, an inspection document that certifies the Floodplain development project mentioned above is installed according to the approved development plan.

C:\Users\lautenschleger\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\GT2CTNRB\East Ohio Gas Floodplain Development permit.doc

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

RESOLUTION (018-2016) PAYMENT OF BILLS

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

911		
American Electric Power	Tower Electric	233.13
Pomerene Hospital	CPR Certifications	5.00
Staley Technologies	Tower Maintenance	693.00
Staples	Supplies	340.46
Auditor		
Tusc Co IT Dept	Supplies	263.54
Tusc Co IT Dept	Supplies	59.84
Dayton Stencil	Weights & Measures Vinyl Seals	445.94
Dayton Stencil	Weights & Measures Vinyl Seals	10.73
Treasurer Tusc Co	Fuel	40.05
Child Support		
American Electric Power	Electric	1,593.18
Schoenbrunn Pest Control	Pest Control	35.00
Jeffrey Mamarella, Treasurer	IV-D Contract/Common Pleas Magistrate	2,362.73
Verizon Wireless	Broadband Wireless Service	80.30
First Communications	Long Distance	119.58
Graphic Enterprises	Copier Maintenance	80.13
Frontier	Fax Service	50.38
Dominion East Ohio Gas	Natural Gas	178.98
Jeffrey Mamarella, Treasurer	IV-D Contract/Juvenile Court Magistrate	7,145.62
Commissioners		
Thyssen Krupp Elevator	Service	1,009.80
Thyssen Krupp Elevator	Service	110.46
US Bank Equipment Finance	Copier Lease	89.00
H & H Environmental	Asbestos Removal	3,200.00
Frontier	Service/216.010.9884.031475.5	69.70
Dominion East Ohio Gas	Service/107 EH	1,370.30
American Electric Power	Electric/NJNP	95.13
Medicine Shoppe	TB Meds	99.98
Fenton Brothers	Supplies	131.09
Office Max	Supplies	289.90
Lowe's Business Account	Supplies	258.04
Community & Economic Development		
Tucson Inc	F-F-14-1CT-1	1,181.70
Dog Pound		
American Electric Power	Electric	541.91
Verizon Wireless	Service	61.10
Lowe's	Supplies	20.50
Lowe's	Shop Vac	84.55
Tusc Co IT Dept	Supplies	180.83
Information Technology		
Horizon	Internet Connection	395.00
MNJ Technologies	Cisco Smartnet Maintenance	2,082.92
Job & Family Services		
Shane & Aron Satterfield	FC Clothing Reimb	72.42
Chrysalis Counseling Center	Court Testimony	107.00
Todd Smith	FC Clothing Reimb	52.97
Gary Wolfgang Phd	FACES/Therapy & Report	640.00
Kyler Pringle Lundholm Durman	Non Recurring Adoption Expenses	1,512.00
Forensic Fluids Labs	Drug Screens	2,300.00

Tom Patchan	FACES/Rent	1,590.00
East Central Ohio ESC	Kinship/Mentoring	40.00
Wood Electric	FACES/Upgrade Electrical	940.00
All About Children	IV-E Daycare	28.83
Che're Cox	Independent Living	100.00
Front Street Automotive	PRC	1,500.00
Law Library		
Tusc Co Clerk of Courts	Notary Fees	63.00
Daniel Loibl	Date Stamp Parts	28.29
Independence Business Supply	Supplies	25.16
Frontier	Internet Connection	57.64
Columbus Bar Association	Notary Books	162.22
Park Department		
Miller & Co	Portable Toilet/CLP	70.00
Martin's Mobile Glass	Windshield Replacment	265.64
Sheriff		
MNJ Technologies	Printer/Toner Supplies	42.00
Staples	Supplies	200.00
Staples	Supplies	327.74
Dominion East Ohio Gas	Natural Gas	3,743.41
Staley Technologies	Maintenance Contract/Paging System	342.30
ABCO Fire	Kitchen Fire Suppression Repairs	2,601.20
Hilscher Clarke Electric	Lighting Relay Repairs	1,230.32
Zashin & Rich	Legal Services	3,281.90
Miller's Clothing	Clothing Allowance	167.85
Lowe's	Maintenance Supplies	104.60
East Ohio Orthopaedics	Inmate Medical Treatment	148.53
Union Hospital Workwell	Pre-Employment Drug Screen	20.75
Cardiovascular Consultants of OPPC	Inmate Medical Treatment	7.90
Treasurer		
Alban Title	Pre-Judicial Report/Foreclosure	300.00
Alban Title	Title Search & Pre Judicial Report	300.00
EnTrust Title	Pre Judicial Report/Foreclosure	275.00
EnTrust Title	Pre Judicial Report/Foreclosure	275.00
Tusc Co IT Dept	Supplies	164.29
US Bank Equipment Finance	Copier Lease	82.00
Water & Sewer		
Bridges	Repairs	295.00
Cintas	Uniform Rental	327.02
Downtown Ford	Service	45.08
Operator Training Committee of OH	Safety Training	165.00
Ream & Haager	Lab Services	712.00
American Electric Power	Electric	155.91
American Electric Power	Electric	184.38
AT & T	Telephone Service	53.36
Frontier	Service	61.45
Frontier	Service	48.51
Northeast Ohio Natural Gas	Utility	19.61
USA Bluebook	Check Valve PH 57 Well #1	1,189.61
Lowe's	Supplies	9.47
Clum Tire	Tires	324.00
Lowe's	Materials	45.52
Reidl's	Repairs	576.44
Coshocton Environmental Testing	Lab Services	92.50
Ream & Haager	Lab Services	339.00
Lowe's	Materials	57.58
Lowe's	Materials	17.07
Stony Point	Materials	88.59
Twin City Water & Sewer	Sewage Disposal	4,033.61
Twin City Water & Sewer	Sewage Disposal	5,000.00
Twin City Water & Sewer	Sewage Disposal	1,756.68
Village of Tuscarawas	Sewage Disposal	932.76
American Electric Power	Electric	92.20
Frontier	Service	38.41

Frontier	Service	49.51
American Electric Power	Electric	1,381.96
American Electric Power	Electric	522.80
Frontier	Service	43.85
Frontier	Service	106.98
Verizon Wireless	Service	264.32
RJ Wright & Sons	Fuel	1,503.18
Lowe's	Compressor	436.05

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

OTHER BUSINESS: Commissioner Abbuhl mentioned he believes it is a good practice for Robert Stephenson, Assisting Prosecuting Attorney, to sign off on all agreements and contracts. By doing this there will be documentation that it was reviewed and approved by legal counsel (e.g. Revolving Loan Funds Administration Agreement). Commissioner Everett would like Scott Reynolds, Director Office of Economic Development, or any other office to get the signature and approval from Attorney Stephenson prior to being submitted to the Commissioners.

NO FURTHER BUSINESS COMING BEFORE THE BOARD

RESOLUTION (019-2016) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 9:08 a.m. to meet in Regular Session, Monday, the 11th day of January, 2016.

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.

Belle Everett

Kerry Metzger

Chris Abbuhl

Attest: Maria A. Hautenschlegel
Clerk of the Board