

April 14, 2016

Agenda

Pledge of Allegiance

9:05	David Haverfield	Healthier Buckeye Council
9:15	David Shaffer	Stepping Up Ohio Initiative Request

Approve Minutes

Supplemental Appropriation (4)

Interfund Transfer/Advance

Before/After Expenditures

Out of County Travel-EMA
Out of County Travel-OCED

Approve Quote - Newton Asphalt-Maintenance

Approve Agreement - Clean Ohio Trails Fund Project

Remove from Table-Architectural Services Schooley & Associates Courthouse Dome Project
Architectural Services Schooley & Associates Courthouse Dome Project

Approve Agreement-Habitat for Humanity/CHIP

Approve Contact - X-Press Underground-Water & Sewer

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 14th DAY OF APRIL, 2016, WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger
Chris Abbuhl
Belle Everett

Commissioner Metzger presiding.

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

RESOLUTION (332-2016) APPROVE MINUTES

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

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

RESOLUTION (333-2016) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Park Department	S95-S20	S95-S18	\$100,000.00	SR 800 Crossing Project
Park Department	T30-T20	T30-T20	\$2,300.00	Contract Services
Probate/Juvenile Court	M51-M11	M51-M05	\$198.00	Equipment
Juvenile Court	T22-T20	T22-T10	\$10,000.00	Clinical/Diagnostic

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

RESOLUTION (334-2016) INTERFUND TRANSFER/ADVANCE

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the following interfund transfer/advance as per State Auditor’s recommendation:

Treasurer, Tusc. Co. U60 Growth Fund to S95 Park Department \$75,000.00
(SR 800 Crossing of the Ohio & Erie Canal Trail)

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

RESOLUTION (335-2016) BEFORE & AFTER EXPENDITURES

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

G & L Supply (Commissioners)	846.52
Fishel Haas Kim Albrecht LLP (Engineer)	135.00
Buckeye Power Sales (Engineer)	109.07
Dennison Depot (Park Department)	150.00

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

APPOINTMENT: DAVID HAVERFIELD-HEALTHIER BUCKEYE COUNCIL

DISCUSSION: David Haverfield, Director, Tuscarawas County Job & Family Services, and Robin Bowdish, Council Manager, Tuscarawas County Family & Children First Council, were present to request a resolution authorizing the Tuscarawas County Family & Children First Council (TCFCFC) to be appointed to serve as the local Healthier Buckeye Council. This designation would make up to \$750,000 available in state grant funds for Tuscarawas County. The goal of the council would be to have a public/private partnership to develop innovative ideas to keep people off public assistance and improve job training and transportation issues in the county. Commissioner Metzger asked about the rationale basis to use TCFCFC as the Healthier Buckeye Council. Mr. Haverfield said that the reasoning behind it is TCFCFC is a multi-disciplinary group that has both public and private members from many different organizations including Bob Alsept, Superintendent of Buckeye Career Center; Haverfield; Bowdish; and other representatives from local health and mental health agencies. On that basis, it seemed logical for TCFCFC to be appointed. Commissioner Abbuhl asked if membership will be with the Healthier Buckeye Council or a sub-group of TCFCFC. At this point Ms. Bowdish said nothing had been finalized, but she envisioned decisions being made by a sub-committee and most of the work being done at the advisory committee level. Mr. Haverfield said the governing board would be designated as the Healthier Buckeye Council making the decisions.

RESOLUTION (336-2016) DESIGNATE THE TUSCARAWAS COUNTY FAMILY CHILDREN FIRST COUNCIL AS THE TUSCARAWAS COUNTY HEALTHIER BUCKEYE COUNCIL

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

WHEREAS, the Tuscarawas County Commissioners have the authority to designate a local Healthier Buckeye Council which is charged with creating and enhancing partnerships between the private and public sectors to reduce the reliance on public assistance, and

WHEREAS, the Healthier Buckeye Council will apply for, receive, and oversee specific funding opportunities related to the purposes for which it is created, and

WHEREAS, the Tuscarawas County Family Children First Council is a multi-disciplinary organization consisting of both private and public sector leaders and has the organizational and operational capacity to serve as the Healthier Buckeye Council, and

NOW, THEREFORE, BE IT RESOLVED, that the Tuscarawas County Board of Commissioners designates the Tuscarawas County Family Children First Council as the Tuscarawas County Healthier Buckeye Council.

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

APPOINTMENT: DAVID SHAFFER-STEPPING UP OHIO INITIATIVE REQUEST

DISCUSSION: Present to discuss the Stepping Up Ohio Initiative with commissioners were: David Schaeffer, Executive Director of the Tuscarawas and Carroll County ADAMHS Board; Seana Fortune, Re-entry Coordinator for the Tuscarawas County Sheriff Department; Vickie Ionno, Director of the New Philadelphia City Health Department; Elizabeth Stephenson, Administrator for Tuscarawas County Common Pleas Court; and county resident Karen Graybill.

Mr. Schaeffer said that he expects a formal request will be made in the future for commissioners to consider being a part of the Stepping Up Ohio Initiative to assist with mental health and addiction issues in the county. He said that over the past several years' area law enforcement, the courts and mental health and addiction experts were looking for strategies to address the addiction issues of inmates in the county jail. There were fragmented services in place, but not a system to handle the magnitude of problems. Another issue was how to improve coordination of care of the inmates not only when they are in jail, but after release. That led to the creation of a re-entry coordinator position held by Ms. Fortune.

Ms. Fortune said that through the analysis of the opiate addiction problem in the county, along with the increasing number of inmates in the county jail with addiction and related mental health issues, officials learned about the Vivitrol injection program. Vivitrol is an opiate blocker and works by eliminating the brain's desire to have opiates, such as heroin. Injections are administered every 28 days and it is generally accepted that it takes 18-24 months for the brain to reset to "normal" and eliminate the cravings. In Tuscarawas County, this program has been established through the participation of the New Philadelphia City Health Department, which manages and conducts the injections of inmates after their release. Ms. Fortune said that since February 2015, 85 inmates have been screened for Vivitrol injections, 71 have received injections while they were inmates and 92 labs and redraws were conducted.

Ms. Graybill told commissioners she is a recovering heroin addict and about how strong her addiction was and how it interrupted her every day and family lives. Ms. Ionno said that each Vivitrol injection costs \$1,384, and is completely covered by Medicaid. However, private insurance does not cover it and it can become cost prohibitive, as a result. All of the officials are looking for funding sources to assist with covering these costs, and Ms. Stephenson said a special grant is covering the costs of providing the Vivitrol injections to inmates placed in the county jail through the Tuscarawas County Common Pleas Court. Ms. Stephenson also said CommQuest, which provides recovery and prevention services, is planning to have a presence in Tuscarawas County this year.

At A Glance...

TUSCARAWAS COUNTY JAIL RE-ENTRY PROGRAM

A Collaboration Between The ADAMHS Board and The Tuscarawas County Sherriff's Office

PROVIDING INTERVENTIONS FOR OFFENDERS WITH MENTAL HEALTH AND SUBSTANCE USE DISORDERS

The re-entry coordinator provides enhanced planning, management and delivery of services associated with criminal justice system involved offenders with behavioral health disorders. The coordinator facilitates implementation of processes as described in the Sequential Intercept Model or SIM (CMHS National GAINS Center) and Crisis Intervention Team training designed to assist the treatment system in improving linkages to service while preventing further involvement in the criminal justice system. The goal of the program is to provide immediate responses to the psychiatric and addiction treatment needs of inmates while they are incarcerated. The program significantly improves their transition to community based services and supports, with the anticipation of reducing rates of recidivism.

COURT INVOLVEMENT TYPE

Common Pleas 1	44
Common Pleas 2	66
Common Pleas 3	10
New Philadelphia Municipal	90
Southern District	45
Multiple Courts	29
Adult Parole Authority	1

BASIC DEMOGRAPHICS OF INDIVIDUALS SERVED

AGE		Education Level		GENDER	
18 - 25	61	Drop Out	85	Male	197
26 - 40	144	HS or GD	144	Female	88
41 - 55	46	Some College	49		
>55	2				

INCARCERATION HISTORY	
Prior Jail	237
Prior Reentry	22

LENGTH OF STAY

<30	92
30 - 60	79
61 - 90	47
>90	64

OFFENSES COMMITTED

Alcohol-Related, OVI, Etc	8
Arson	1
Assault, Menacing, Fighting, Damaging or Related	7
Burglary, Robbery, Unauthorized Use, Theft or Trespassing	18
Child Support/Non-Support	3
Disorderly Conduct/Obstruction of Justice	4
Domestic Violence	9
Driving without valid license	2
Drug-Related Offense	12
Forgery	2
FTA	49
Multiple Offenses (PV&FTA and drug possession other most common)	94
Parole Violation	60
Rape	1
Sex Offense	2
Holder/Warrant	1
Contempt	1
Vehicular Manslaughter	1
Violation of Protection Order	1
Weapons under disability	3

SERVICE OFFERED IN JAIL

Screened for Behavioral Disorder While in Jail	285
Received Behavioral Counseling While in Jail	46
Received Psychotropic Medications While in Jail	66
Received Telepsychiatric Services While in Jail	59
Hospitalized	8
Attended Behavioral Assistance Program	111
Received GED Services While in Jail	8
Received Medicaid/Health Insurance Forms Prior to Release	42
Received Social Security Application Prior to Release	7
Linked with Veterans' Services Prior to Release	1
Linked with Employment Services Prior to Release	36
Refused Medication Assisted Treatment Prior to Release	2
Refused to be Screened for Vivitrol	1
Screened for Vivitrol Upon Release	91
Administered Vivitrol Upon Release	48
Refused Vivitrol Upon Release	13
Not a Candidate for Vivitrol for Health Reason, Extradition, Etc..	29
Released to CBCF	36
Linked to Community-Based Treatment Upon Release	181
Released to Transitional/Permanent Housing	172
Provided Transportation, Clothing and/or Food	7
Full Plan Completed and Discussed with Inmate	235
Full Plant Not Completed	50

For more information, contact Seana Todd Fortune, Re-entry Coordinator, at 330-308-6653 or FortuneS@co.tuscarawas.oh.us

RESOLUTION (337-2016) TRAVEL – EMA

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the following travel request:

DATE: 05/24/16
TITLE: INTELLIGENCE LIAISON TRAINING
LOCATION: SUMMIT COUNTY SHERIFF TRAINING BUREAU
ATTEND: PATTY LEVENGOOD, GAIL BALDWIN
EXPENSE: LUNCH \$15.00 X 2 = \$30.00

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

RESOLUTION (338-2016) TRAVEL – OCED

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the following travel request:

DATE: 04/25/16
TITLE: FAIR HOUSING REASONABLE ACCOMODATIONS TRAINING
LOCATION: ZANESVILLE, OHIO
ATTEND: KIMBERLY BEANS
EXPENSE: \$75.00 (mileage & meal)

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

RESOLUTION (339-2016) APPROVE QUOTE –NEWTON ASPHALT PAVING

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the quote submitted by Newton Asphalt Paving Inc. in the amount of \$22,376.00 for paving the Ashwood Lane & 1st Drive NE parking lot.

02/18/2003 19:57 3388781053 NEWTON ASPHALT PAGE 01
 MAR 29 2016 5:49 PM

TUSCARAWAS COUNTY MAINTENANCE DEPARTMENT
 125 E High Avenue New Philadelphia OH 44663
 (800)865-8210 Alternate (800)865-8240 Fax (800)602-7400

Jack Hupp, Maintenance Supervisor
 125 E. High Avenue, New Philadelphia OH 44663
huppj@co.tuscarawas.oh.us

Please submit the completed form by Monday March 21, 2016.
 We reserve the right to award all or a portion of the project. You will be required to provide proof of insurance and proof of workers compensation coverage.

Thank you for taking the time to submit a quote. We appreciate it.

ASHWOOD LANE NE & 1ST DRIVE NE
 (Employee Local Union Citizens Fund)
 123122

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Asphalt Curb Removal	120 lf	\$ 3.00	\$ 360.00
Signs/Post removed for Salvage	8 ea.	\$ 50.00	\$ 400.00
Pavement Planing – Mill 1 1/2" Depth	984 sq	\$ 5.00	\$ 4,920.00
1 1/2" Asphalt Concrete & Repairs	50 cy	\$ 200.00	\$ 10,000.00
Tack Coat	40 gal	\$ 3.00	\$ 120.00
Catch Basins Raised	2 ea.	\$ 500.00	\$ 1,000.00
Saturday Only Work	Lump sum		\$ 5,000.00
Parking Lot Stall Marking, Type 1	576 lf	\$ 1.00	\$ 576.00
TOTAL			\$22,376.00

Quote Submitted by:
NEWTON ASPHALT PAVING INC.
 Company Name
 P.O. Box 86
 Address
 STRASBURG, OHIO 44680
 City, State, Zip
 JEFFREY C. GESSNER
 Email Address
 Phone: 330-878-5648

Jeffrey C. Gessner
 Signature
JEFFREY C. GESSNER
 Name: (printed)
 P.O. Box 86
 STRASBURG, OHIO 44680
 Payment Remittance Address

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

RESOLUTION (340-2016) APPROVE AGREEMENT – CLEAN OHIO TRAILS FUND PROJECT

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the agreement between The State of Ohio, represented by The Ohio Department of Natural Resources, and the Tuscarawas County Commissioners for the recreation trail project, Ohio & Erie Trail-TUS SR 800 Trail-COTF-207 and to authorize the president of the board to sign the agreement. This agreement has been approved by Bob Stephenson, Assistant Prosecuting Attorney.

**CLEAN OHIO TRAILS FUND
STATE/LOCAL PROJECT AGREEMENT**

The State of Ohio, represented by the Ohio Department of Natural Resources, and the **Tuscarawas County Commissioners**, (hereinafter referred to as the Project Sponsor) agree to provide a recreation trail project as follows:

Ohio & Erie Towpath COTF-207

- A. **The Project Sponsor agrees to complete a 1,400 feet connection of the Towpath Trail next to State Route 800, crossing the bridge over the Tuscarawas River in the Zoar/Zoarville area.**

The project sponsor signatory to this State/Local Project Agreement agrees to complete this project on or before July 31, 2017.

The State of Ohio may, at any time after execution of this Agreement, upon 30 days written notification, terminate any portion or all of the work or services. In the event of such termination, the Project Sponsor shall be paid a pro rata amount for services rendered up to the time of termination.

The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period on **July 31, 2017** unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

The Project Sponsor shall perform in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal, included by reference as if fully set out herein, and the General Provisions attached hereto and hereby made a part thereof; (1) promptly submit to the State of Ohio, such reports and documents as the Ohio Department of Natural Resources may request; (2) report any and all income gained on the property or facilities during the project period; (3) operate, maintain, and keep for public recreation the property or facilities acquired, developed or maintained pursuant to this agreement, and refrain from conversion unless a proposed change is approved by the State of Ohio; (4) display a suitable sign acknowledging the Clean Ohio Trails Fund assistance.

- B. The State of Ohio hereby agrees to (1) obligate the Project Sponsor funding assistance **not to exceed \$75,000.00** from Ohio's fiscal allocations made available under the provisions of the Clean Ohio Trails Fund and Am. Sub. H. B. 3 (O.R.C. 1519.05); (2) upon receipt of tangible proof of actual eligible costs paid by the Project Sponsor in performing this agreement, reimburse the Project Sponsor funds equal to no more than seventy-five (75) percent of such eligible costs.

- C. Funds for this project have been released by the Controlling Board as of December 14, 2015, and encumbered by Contract Encumbrance Record Number 0000033004 and are so certified by the Director of Budget and Management on December 14, 2015. Obligations of the State of Ohio are subject to the provisions of the Ohio Revised Code Section 126.07 which provides that the Director of Budget and Management must certify that there is a balance in the appropriation which may satisfy the contractual obligation.
- D. The Project Sponsor hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the property identified in Exhibit A, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as a recreational trail facility open for public use. The Project Sponsor represents that it is the fee simple owner of the property on which the Project is or will be located, as described in said Exhibit A, and that the only restrictions of record with respect to the property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any Governmental Authorities having jurisdiction over the property and (c) all matters of record pertaining to the property, including dedicated public rights-of-way and any items identified on said Exhibit A:
- E. The Project Sponsor agrees to operate, maintain and keep for public outdoor recreation purposes the property or facilities acquired or developed pursuant to this agreement, as identified in Exhibit A, 'Boundary Map', attached hereto. The property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. During the Term of the Bond the property identified on said Exhibit A shall not be converted to other than public outdoor recreation use or transferred through deed or easement without the approval of the Ohio Department of Natural Resources. Should the Project Sponsor convert funded property identified on said Exhibit A without the approval of the Ohio Department of Natural Resources, the Project Sponsor may become ineligible for further grant funding through the Ohio Department of Natural Resources until the condition of noncompliance is rectified to the satisfaction of the Ohio Department of Natural Resources.
- F. The State of Ohio and the Project Sponsor mutually agree to perform this agreement in accordance with the policies and procedures set forth by the Ohio Department of Natural Resources and the guidelines set forth in the Clean Ohio Trails Fund Project Guidelines and Application Booklet. Failure to comply with or show sufficient progress in complying may result in the termination of this agreement.
- G. The project sponsor affirmatively represents and warrants to the State that neither it nor any of its contractors are subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Project Sponsor agrees that if this representation and warranty is deemed to be false, the Contract shall be void *ab initio* as between the parties to this contract, and any funds paid by State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

- H. If the project requires plans and specifications, assure all construction plans and specifications have been approved and stamped by a registered professional engineer and/or architect and assure completion of the work in accordance with the approved construction plans and specifications. Plans and specifications comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Part 17) and ensure compliance with these specifications by the contractor. The Project Sponsor shall assure compliance with all applicable Federal, State, and local laws and regulations pertaining to public competitive bidding for construction contracts, procurement of equipment and materials, and prevailing wage rates.

Upon acceptance of funds through the Clean Ohio Trails Fund for **Ohio & Erie Towpath**, the **Tuscarawas County Commissioners** agrees to comply with the responsibilities outlined below.

1. The property will be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
2. Any new facility constructed on an area purchased or developed with Clean Ohio Trails Fund will, whenever possible, be designed to accommodate people with disabilities. Any modifications to existing structures will also include handicap accessible design considerations. It is understood that this requirement is applicable to any construction occurring on a Clean Ohio Trails Fund assisted area, regardless of the funding source for the improvement.
3. User fees charged for facilities acquired or developed with Clean Ohio Trails Fund funds will be reasonable for all users and will not create unfair competition with private enterprises offering similar services. Excess revenues from user fees at the project site will be returned to the public in the form of expanded facilities or services at the funded site.
4. A Clean Ohio Trails Fund acknowledgment sign will be prominently displayed at the site or facility acquired or developed with Clean Ohio Trails Fund assistance.
5. Pursuant to RC 125.111, the Project Sponsor agrees that neither Project Sponsor nor any person acting on behalf of Project Sponsor will discriminate, by reason of race, color, religion, sex, age, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Project Sponsor further agrees that neither Project Sponsor nor any person acting on behalf of Project Sponsor, shall discriminate in any manner against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry. Project Sponsor agrees to comply with all pertinent provisions of Section 125.111 of the Ohio Revised Code.

6. The Project Sponsor in this Agreement is an independent contractor as defined by the Internal Revenue Code. If Project Sponsor is a PERS Retirant, as defined by R.C. § 145.38, Project Sponsor shall notify the State of Ohio of such status in writing prior to the commencement of Work. Notices pursuant to this Paragraph IV shall be sent to the State of Ohio's Director of Human Resources by mail at 2045 Morse Rd., Building D-1, Columbus, Ohio 43229, by fax at (614) 265-7995, or by email at HR@dnr.state.oh.us. The State of Ohio shall not be responsible for any changes to Project Sponsor's retirement benefits that may result from entering into this Agreement nor will the State make any contributions to the public employees' retirement system on behalf of any of the individuals employed by the Project Sponsor, or its sub-Project Sponsors or other agents. Project Sponsor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of R.C. Chapter 145. The Project Sponsor certifies that it is a business entity with five or more employees as defined at R.C. § 145.037 (A) for the purposes of the application of R.C. Chapter 145, or that Project Sponsor has completed the necessary forms and returned it to the State of Ohio if Project Sponsor is a business entity with no more than four (4) employees.
7. Project Sponsor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Project Sponsor shall make a good faith effort to ensure that all Project Sponsor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. Project Sponsor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
9. The Project Sponsor agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Project Sponsor and its employees are not employees of the State with regard to the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, and state revenue and tax laws. Project Sponsor accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Project Sponsor in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. The State is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.

The laws of the state of Ohio shall govern this agreement and any claims arising in any way out of this Agreement. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect, including, without limitation, Revised Code Section 149.43. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in the courts of Ohio, and Project Sponsor hereby irrevocably consents to such jurisdiction.

10. OHIO PREVAILING WAGES. The Project Sponsor shall comply with the prevailing wage requirements, as may be applicable, described under R.C. Chapter 4115. The Project Sponsor shall pay to laborers and mechanics performing Work under this Agreement the prevailing wage rates of the locality where the Work will be performed, as determined by the Ohio Department of Commerce, Division of Industrial Compliance, Wage and Hour Bureau. The Project Sponsor shall submit payroll reports to the Ohio Department of Commerce that are certified by it that the payroll is correct and complete and the wage rates shown are not less than those required by this Agreement. The Project Sponsor is responsible for submitting payroll reports of subcontractors to the Ohio regulatory agency.
11. FEDERAL PREVAILING WAGES. The Project Sponsor shall comply with the prevailing wage requirements, as may be applicable, established in federal law for federal projects. The Project Sponsor shall pay to laborers and mechanics performing Work under this Agreement the prevailing wage rates of the locality where the Work will be performed, as determined by the United States Department of Labor. The Project Sponsor shall submit payroll reports to the federal regulatory agency that are certified by it that the payroll is correct and complete and the wage rates shown are not less than those required by this Agreement. The Project Sponsor is responsible for submitting payroll reports of subcontractors to the federal regulatory agency.
12. The **Tuscarawas County Commissioners**, by signature on this document, certifies that it: (i) it has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The **Tuscarawas County Commissioners** understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
13. The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollar per occurrence in accordance with section 9.87 of the Ohio Revised Code.
14. The state of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollars per occurrence in accordance with Section 9.87 of the Ohio Revised Code. Each party to this Agreement must seek its own legal representation and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that neither party to this Agreement indemnifies the other. Nothing in this Agreement shall be construed to be a waiver of either the sovereign immunity of the State of Ohio, recreational use immunity if applicable, or the immunity of any of its employees or agents for any purpose. In no event shall the State be liable for indirect, consequential, incidental, special, liquidated, or punitive damages or lost profits even if it has been advised of the possibility of such loss or damage.
15. In case any one or more of the provisions previously contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

In witness whereof, the parties hereto have executed this agreement as of the date entered below:

The State of Ohio

Tuscarawas County Commissioners, **Project Sponsor**

Paul R. Baldrige, Chief
Office of Real Estate

By: Kerry Metzger
(Signed)

Designee For:
James Zehringer, Director
Date: _____

Title: County Commissioner

Approved as to form by:
[Signature]
Assistant Prosecuting Attorney

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

RESOLUTION (342-2016) REMOVE FROM TABLE – AUTHORIZE ARCHITECTURAL SERVICES – SCHOOLEY & ASSOCIATES-COURTHOUSE DOME PROJECT

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to remove from the table Architectural Services - Schooley & Associates Courthouse Dome Project.

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

RESOLUTION (342-2016) AUTHORIZE ARCHITECTURAL SERVICES – SCHOOLEY & ASSOCIATES-COURTHOUSE DOME PROJECT

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to authorize the Director of the Tuscarawas County Office of Community & Economic Development to enter into negotiations with Schooley Caldwell Associates for Architectural Services in connection with the Tuscarawas County Courthouse Dome Restoration Project. Schooley Caldwell was rated the top respondent after evaluation of all of the responses to the Request for Qualifications.

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

DISCUSSION: Commissioner Everett explained Joe Bachman, County Engineer had reviewed the Request for Qualifications and recommended Schooley & Associates as well and references were checked.

RESOLUTION (343-2016) AGREEMENT HABITAT FOR HUMANITY/CHIP

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to authorize the signing of the Joint Letter of Agreement between Habitat for Humanity and Tuscarawas County PY 2016 Community Housing Impact and Preservation (CHIP) Program. The agreement is needed to meet the mandatory requirement for matching funds in order to get all eligible application points.

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

RESOLUTION (344-2016) APPROVE CONTRACT – X-PRESS UNDERGROUND WATER/SEWER

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the contract with X-Press Underground, Inc. in the amount of \$295,328.50 for the Kerns Drive Waterline Replacement project. The contracts have been reviewed and approved “as to form” by Brad Zimmerman, Legal Counsel Tuscarawas County Metropolitan Water & Sewer District.

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

RESOLUTION (345-2016) PAYMENT OF BILLS

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

Child Support

Lisa Cardoni	Training	49.90
Julie Danner	Training	114.27
Tusc Co JFS	Hard Drive Repairs	35.29
Go Shred	Shredding Services	45.00

Clerk of Courts

Xerox	Service	59.28
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Comdoc	Lease	138.87
Comdoc	Lease	229.46
Commissioners		
Pitts Fire Extinguisher	Check & Tag	303.00
Union Hospital Association	TB Testing	314.25
Norlson Inc	Digital Recording System w/Licenses	1,262.04
Lee's Consulting	Actuarial Review & Report	2,500.00
Treasurer Tusc Co	Internet Auction Distribution	5,526.16
Quality Sew & Vac	Supplies	18.00
Action Now Pest Control	Pest Control	35.00
Common Pleas		
Union Hospital	Work Wellness Program Training	50.25
Comdoc	Contract Base	29.70
Union Hospital	Work Wellness Program Lunch	96.80
Community & Economic Development		
Kimberly Beans	Travel	15.00
Tusc Co Health Dept	Water Testing/CHIP Home Repair	290.00
Times Reporter	Display/Legal Ads-Grant Projects	816.03
Community Corrections		
Horizons	Transportation Services	4,000.00
American Court & Drug Testing	Drug Testing Services	195.00
American Court & Drug Testing	Electronic Monitoring	3,997.00
Quest Recovery & Prevention	In-Patient Treatment	1,422.96
Ohio Guidestone (PFCS)	Residential/Sober Living Services	1,240.00
Tusc Co Sheriff's Reserves	Security	513.75
American Court & Drug Testing	Drug Testing Services	245.00
Emergency Management		
Office Experts	Copier Maintenance	16.61
Information Technology		
OARnet	Internet Connection	125.00
Provantage	Supplies	181.16
Provantage	Supplies	83.45
Job & Family Services		
Agnes Walker et al	Transportation	13,801.84
Tora Miller	Diversion	386.00
Juvenile/Probate		
First Stop Signs	Decals/Elevator Project & Doors	80.00
Triad	Deaf Services	431.50
Independence Business Supply	Supplies	81.50
Total First Aid	Supplies	49.85
Shannon Davis	Type Transcript	196.00
Law Library		
Thomson Reuters West	Westlaw Government Select	3,100.88
Thomson Reuters West	Patron Access	878.08
Thomson Reuters West	Books	1,252.50
Thomson Reuters West	Books	102.25
Park Department		
Lowe's Business Account	Chimney Swift Tower Materials	70.40
Lowe's Business Account	Chimney Swift Tower Materials	500.00
Public Defender		
Frank Bair	Rent	915.00
Treasurer Tusc Co	Cost Allocation	549.84
Recorder		
Lori Smith	Travel	106.72
Tronitech	Supplies	82.00
Sheriff		

Dutch Creek Foods	Inmate Food	3,090.16
RJ Wright & Sons	Gasoline	8,447.46
Gall's	Supplies	161.06
NP Water Dept	Water	1,827.05
Staples	Supplies	239.25
Ohio BCI & I	CCW Background Checks	9,012.00
Seana Todd Fortune	Travel	80.96
Treasurer		
Tax Ease	Reimb/Liens Sold in Error	320.00
MNJ Technologieis	Monitor/Speakers/Software	560.40
Times Reporter	Legal Ad	358.05
Water & Sewer		
Columbia Gas	Gas	467.26
American Electric Power	Electric Service	902.75
Agera Energy	Utility	802.18
Kimble	Sludge Disposal	470.50
Kimble	Sludge Disposal	2,695.72
Frontier	Service	54.72
Fastenal	Supplies	99.67
Tusc Co Commissioners	Postage Meter Use	561.82
Ream & Haager Lab	Lab Services	432.00
Holmes Wayne Electric	Electric Service	40.00
Holmes Wayne Electric	Electric Service	1,010.00
Frontier	Service	191.44
American Electric Power	Electric	449.91
Treasurer State of OH	Boiler Inspection	53.25
Fastenal	Materials	26.02
Albers & Albers	Legal Services	1,500.00
Verizon Wireless	Modem Service	15.10
American Electric Power	Electric	4,915.11
Northern Safety	Supplies	193.66
Village of Tuscarawas	Water Purchase for Resale	1,898.02
American Electric Power	Electric	584.42
Fitzpatrick Zimmerman & Rose	Legal Services	150.00
WE Quicksall & Associates	Professional Services	11,401.632
Dixon Engineering	Mineral City Storage Tank Rehab	2,500.00

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

OTHER BUSINESS: Commissioner Metzger attended the OCCO legislative reception on April 13, 2016. Commissioner Metzger personally thanked Senator Hottinger and Representative Landis for their hard work to secure \$500,000 for the cultural food incubator project. Commissioner Everett also attended the OCCO legislative reception and spoke with Representative Landis and said he was happy the funds were made available for this project. Commissioner Abbuhl thanked Senator Hottinger and Representative Landis for their hard work as well. He was pleased they saw merit in this project. Commissioner Abbuhl said a meeting is coming up and at that time a decision will be made on the next step going forward with the food incubator project.

NO FURTHER BUSINESS COMING BEFORE THE BOARD.

