

April 21, 2016

Agenda

Pledge of Allegiance

- 9:05 David Haverfield-JFS Replacement Hire
- 9:15 Scott Reynolds-OCED Enterprise Zone Approval
- 9:30 Jennifer Meek-Eells WIOA Intergovernmental Agreement

Approve Minutes

Transfer of Funds

Supplemental Appropriation (2)

Interfund Transfer/Advance

Before/After Expenditures

Declare Items Obsolete for Use-CSEA

Out of County Travel-Water & Sewer (2)

No Hearing Liquor Permit-Y Tavern & Patio LLC

Advertisement Bids-Mineral City Water Storage Tank Rehabilitation

Creation of Tuscarawas County Peace Officers' Dependents Fund Board

Approve Contract-Elite Excavating-Dundee Water System Improvements

Approve Contract ODOT-Ohio Erie Canal Towpath Trail St. Rt. 800 Trail Crossing

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 21st 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 (356-2016) APPROVE MINUTES

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

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

RESOLUTION (357-2016) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Auditor (Senior Levy)	S10-S04	S10-S05	\$14,000.00	Co. Auditor/Treasurer Fees

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

RESOLUTION (358-2016) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer	Q75-Q99	Q75-Q64	\$1,000.00	Permits/Legal Ads
Commissioners	A18-A00	A06-C09	\$40.00	Legal Services

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

RESOLUTION (359-2016) INTERFUND TRANSFER/ADVANCE

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

Treasurer, Tusc. Co. Children’s Services (S00) to Public Assistance (H00) \$100,000.00

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

RESOLUTION (360-2016) BEFORE & AFTER EXPENDITURES

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

Benchmark Construction (Commissioners)	3080.00
Norlson Inc. (Commissioners)	1262.04
Marcia Loebick (Common Pleas)	278.20
First Stop Signs (Common Pleas)	221.25
US Safety Gear (Engineer)	2505.60

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

RESOLUTION (361-2016) DECLARE ITEMS OBSOLETE – CSEA

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

Appointment 9:05 a.m. David Haverfield-JFS-Replacement Hire

RESOLUTION (362-2016) PERSONNEL ACTION- JFS HIRE REPLACEMENTS

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the following replacement hiring's:

Jo Lynn Papuga Social Service Worker 1

Jo Lynn would replace Michelle Baldwin as a Social Service Worker 3 in the Case Management 2 Department. Michelle resigned her position effective 04/13/2016.

David Haverfield conducted an independent assessment to determine that this applicant met the minimum qualifications for the position.

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

RESOLUTION (363-2016) OUT OF COUNTY TRAVEL – WATER & SEWER

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

DATE: 05/05/16
TITLE: OHIO RCAP GIS TRAINING-CONTACT HOURS
LOCATION: MASSILLON, OH
ATTENDING: RON AUSTIN, ERIC MAURER, TRAVIS NEFF, DON NAPE, JUSTIN ANGEL
ANTICIPATED EXPENSE: \$15.00 max. Per meal plus 20% gratuity (5 X \$15.00= \$75.00 max + 20 % gratuity)

DATE: 06/06/16-06/07/16
TITLE: CSEAO CONFERENCE
LOCATION: COLUMBUS, OH
ATTENDING: MIKE JONES
ANTICIPATED EXPENSE: (mileage, meals, hotel, parking) \$350.00

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

RESOLUTION (364-2016) REQUEST NO HEARING LIQUOR PERMIT-Y TAVERN & PATIO LLC

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to request NO Hearing for the following liquor permit. There was no communication received either for or against this permit request.

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

9863504		TRFO	Y TAVERN LLC & PATIO
02 01 2016			4168 SR36 SE FRONT & BSMT
03 25 2016			WARWICK TWP
D1 D2 D3			UHRICHVILLE OHIO 44683
79	960	B	F15807

FROM 03/29/2016

2855151			DEBRA FOX
02 01 2016			DBA Y TAVERN & PATIO
03 25 2016			4168 SR36 SE FRONT & BSMT
D1 D2 D3			WARWICK TWP
79		960	

MAILED 03/29/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/29/2016

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 9863504**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING. DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

Maria Lautenschlager (Signature) Clerk of County Commissioner (Title) 04.21.16 (Date)
 Clerk of City Council
 Township Fiscal Officer

**CLERK OF COUNTY COMMISSIONERS
125 EAST HIGH AVE
NEW PHILADELPHIA OHIO 44663**

DLC 4052

REV. 03/09

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

RESOLUTION (365-2016) ADVERTISEMENT BIDS - Mineral City Water Storage Tank Rehabilitation

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

ADVERTISEMENT FOR BID

Sealed bids will be received at the Office of the Clerk of the Board of County Commissioners of Tuscarawas County, 125 East High Avenue, New Philadelphia, OH 44663 until **10:00 am on May 26, 2016** for furnishing all labor, materials and equipment necessary to complete the project known as the **Mineral City 250,000 Gallon Water Storage Tank Rehabilitation** and at said time and place, publicly opened and read aloud.

The project includes exterior repainting with containment, wet interior repainting, pit piping repainting and miscellaneous repairs to include: concrete spall repair, installation of a sidewall manway, installation of an overflow flap gate, replacing existing vent with a frost-free roof vent, installation of cathodic clips and couplings, installation of a roof railing, and installation of roof couplings with safety clips. The engineer's estimate of probable cost for this project is \$180,000.

The specifications/plans may be examined at the Builders Exchange, 9555 Rockside Dr., Suite 300, Valley View, OH 44125, at the office of Dixon Engineering, Inc, 1104 Third Avenue, Lake Odessa, MI 48849, or at the Tuscarawas County Metropolitan Sewer District at 9944 Wilkshire Boulevard NE, Bolivar, OH 44612. Copies of the specifications/plans and proposal forms may be obtained from Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849, upon payment of \$60.00 (nonrefundable). Payments for specifications shall be made payable to Dixon Engineering, Inc.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity.

All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

Bidders must comply with the prevailing wage rates on Public Improvements in Tuscarawas County, Ohio as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614-644-2239.

The Commissioners have the right to reject any or all bids and to waive any informalities or irregularities in the bids received.

By Order of the Tuscarawas County Commissioners:

Chris Abbuhl
Belle Everett
Kerry Metzger

Attest: Maria Lautenschleger, Clerk

Publish: The Times Reporter on May 5, 2016
<http://www.co.tuscarawas.oh.us/Water&Sewer/bids.htm>

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

RESOLUTION (366-2016) CREATION TUSCARAWAS COUNTY VOLUNTEER PEACE OFFICERS' DEFENDENTS FUND BOARD-TUSCARAWAS COUNTY SHERIFF

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

Resolution

WHEREAS, The Ohio legislature recently established, through the passage of SB 11 the Volunteer Peace Officers' Dependents Fund (Fund). The Fund was established to assist dependents of volunteer peace officers killed in the line of duty and to assist volunteer peace officers that become totally and permanently disabled as a result of a line of duty injury and is contained in R.C. Chapter 143. A similar fund for volunteer fire fighters was established several decades ago; and

WHEREAS, Each political subdivision with a police or sheriff's department that employs volunteer peace officers will be made a member of the Fund. Each Fund member must establish a "volunteer peace officers' dependents fund board" to administer claims for the benefits from the Fund. R.C. 143.01(C) defines "Volunteer peace officer" as "any person who is employed as a police officer, sheriff's deputy, constable, or deputy marshal in a part-time, reserve, or volunteer capacity ... and is not a member of the public employees retirement system, Ohio police and fire pension fund, state highway patrol retirement system, or the Cincinnati retirement system"; and

WHEREAS, A Fund Board must have the following members: two members elected by the commissioners, two members elected by the volunteer peace officers of the sheriff's department and one member elected by the other four members (cannot be a public employee, member of the legislative authority or peace office for that department; must be a citizen registered to vote in that area); and

WHEREAS, Each Fund member pays an initial premium of \$500, which is based on the member's assessed property valuation (R.C. 143.06). Additional premiums may be required; and

WHEREAS, The benefit amounts are (1) \$1,000 award to a surviving spouse, plus \$300/month; (2) \$125/month to the parent or guardian of dependent children; (3) \$300/month for disabled volunteer peace officers; now therefore be it

RESOLVED, the Tuscarawas County Board of Commissioners creates the Tuscarawas County Volunteer Peace Officers' Dependents Fund Board for a term beginning in 2016 on April 22, 2016 and ending on December 31, 2016. Future one year appointments will be made for each calendar year. Membership/constitution of the board shall be as follows:

Five Members	Member Appointed By
1.	The Board of Commissioners
2.	The Board of Commissioners
3.	Qualified Tuscarawas County Sheriff's Office Volunteer Peace Officers
4.	Qualified Tuscarawas County Sheriff's Office Volunteer Peace Officers
5.	The Fund Board

Such appointments shall be made within thirty (30) days of the resolution.

WHEREAS, A certified copy of this resolution be sent to the Ohio Department of Commerce, Fiscal East, Attn: Kimberly Hodnett, P.O. Box 4009, 6606 Tussing Road, Reynoldsburg, Ohio, 43068 (Kimberly.Hodnett@com.state.oh.us) and Tracey Judy of the Tuscarawas County Sheriff's Office; and be it further;

RESOLVED, The Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with Ohio law, including R.C. 121.22.

This Resolution was prepared and approved as to form by the office of the Tuscarawas County Prosecutor, Robert R. Stephenson II, Assistant Prosecuting Attorney.

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

DISCUSSION: Commissioner Abbuhl stated this is a good thing to have some type of benefit for the part-time employees and volunteers. Commissioner Everett said the firemen have the same type of fund as the Peace Officers' Dependents fund that is now required by the State of Ohio.

Appointment 9:15 a.m. Scott Reynolds-Enterprise Zone Approval

DISCUSSION: Scott Reynolds, Enterprise Zone Coordinator, spoke regarding the Enterprise Zone request from Pleasant Valley Tear Drop Trailers, LLC in the Village of Sugarcreek. The company is preparing to more than double the size of their facility. They will be building an approximately 75,000 square foot addition to their current building which is approximately over 60,000 square feet. They also will be hiring an additional 40 people over the next year and a half to two years to the 115-130 employees. The Village of Sugarcreek granted a 75 % reduction for 10 years on the new investment or the new taxes that will be generated from that investment. They are looking at a 3.3-4.7 million dollar investment. Mr. Reynolds said this is great news for the Village of Sugarcreek and the Tuscarawas County as a whole. Commissioner Abbuhl had the opportunity to tour the plant and said the trailers are very impressive. Commissioner Everett spoke about what an amazing employer Mr. Mullet is and what a great company it is.

RESOLUTION (377-2016) APPROVE ENTERPRISE ZONE AGREEMENT-VILLAGE OF SUGARCREEK/PLEASANT VALLEY TEARDROP TRAILERS, LLC

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

That the TUSCARAWAS COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as "County") upon the recommendation of Scott S. Reynolds, Enterprise Zone Manager, and at the request of the Mayor and Village Council of Sugarcreek, resolved to approve the Rural Jobs and Enterprise Zone Agreement by and between the VILLAGE OF SUGARCREEK, Ohio, a Municipal Corporation, with its main offices located at 410 South Broadway, Sugarcreek, Ohio 44681 (hereinafter referred to as "Village"), PLEASANT VALLEY TEARDROP TRAILERS, LLC., an (Ohio) Limited Liability Company with its main offices located at 661 Belden Parkway NE, Sugarcreek, Ohio 44681, (hereinafter referred to as "Pleasant Valley") and PLEASANT VALLEY HOLDING CO, LLC, an (Ohio) Limited Liability Company with its main offices located at 661 Belden Parkway NE, Sugarcreek, Ohio 44681, (hereinafter referred to as "PV Holding"), hereinafter referred to jointly as "Pleasant Valley/PV Holding", ratified by Sugarcreek Village Council on April 18, 2016, for the abatement of taxes on real property

improvements in conjunction with "Pleasant Valley/PV Holding's" expansion of their facility at the Sugarcreek location. The total cost of "Pleasant Valley/PV Holding's" real property improvements investment in the PROJECT is to be between approximately Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) and Three Million Eight Hundred Thousand Dollars (\$3,800,000.00).

The terms and period of the agreement shall be a tax exemption for new real property improvements constructed in conjunction with the "PROJECT" and described as follows: Seventy-five Percent (75%) for ten (10) years on all new real property and real property improvements constructed as a part of the "PROJECT" pursuant to Section 5709.63 of the Ohio Revised Code. Said exemption shall commence in the first year in which, but for that exemption, the real property or real property improvements identified as the "PROJECT" would become taxable. No exemption shall begin after December 31, 2017, nor shall the exemption period extend beyond December 31, 2027. Each real property or real property improvement constructed as a part of this project shall receive a maximum abatement term of ten (10) years.

"Pleasant Valley" and/or "PV Holding" must file the appropriate tax form with the Tuscarawas County Auditor's Office to verify the exemptions covered in this agreement. The appropriate form in this instance is Form #DTE24 and it must be filed when the project is complete.

WHEREAS the "County" is committed to the retention and expansion of the "County's" economic base as well as the establishment of conditions conducive to attracting new businesses.

NOW THEREFORE, BE IT RESOLVED, that this Board hereby approves of the "Village's" ENTERPRISE ZONE AGREEMENT with "Pleasant Valley/PV Holding" and orders Scott S. Reynolds, Tuscarawas County Enterprise Zone Manager, to forward this resolution to the appropriate State agencies pursuant to the terms and conditions set forth therein and in compliance with Sections 5709.61 through 5709.69 inclusive of the Ohio Revised Code

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

Appointment 9:30 a.m. Jennifer Meek-Eells-WIOA Intergovernmental Agreement

DISCUSSION: Jennifer Meek-Eells, Executive Director of the Workforce Initiative Association, was present to request the Tuscarawas County Commissioners to approve a new intergovernmental agreement as a part of the transition from the Workforce Investment Act to the Workforce Innovation & Opportunity Act. It is a requirement to enter into an intergovernmental agreement between Stark County and Tuscarawas County. Within this agreement, they are also establishing a new Council of Governments between the two counties that will employ board staff to the workforce development board. Another request of Ms. Meek-Eells is the Board of Commissioners of Tuscarawas and Stark Counties and the Mayor of the City of Canton reaffirm the existence of the current Workforce Development Agency called the Workforce Initiative Association. Commissioner Abbuhl asked if this was being done to be in compliance with the changes at the state level. Ms. Meek-Eells said it is federally based and the state is adhering to the federal guidelines in the new act.

**RESOLUTION (378-2016) INTERGOVERNMENTAL AGREEMENT-STARK TUSCARAWAS
WORKFORCE DEVELOPMENT BOARD COUNCIL OF GOVERNMENTS**

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

Intergovernmental Agreement for the Stark Tuscarawas Workforce Development Board Council of Governments

This Intergovernmental Agreement ("Agreement") for the Stark Tuscarawas Workforce Development Board Council of Governments ("STWDB COG") is effective as of this ___ day of _____, 2016 (the "Effective Date") by and between Stark and Tuscarawas Counties of the State of Ohio.

RECITALS

WHEREAS, the governing bodies of any two or more political subdivisions may enter into an Agreement establishing a regional council pursuant to the authority set forth within Ohio Revised Code Section 167; and

WHEREAS, on July 1, 2015, the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), went into effect, and the Boards of Commissioners for Stark and Tuscarawas Counties requested initial designation by the Governor the Counties of Stark and Tuscarawas as a Local Workforce Development Area for the purposes of implementing the Workforce Innovation and Opportunity Act, and are now designated as such; and

WHEREAS, on July 1, 2015, the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), went into effect, with the Boards of Local Elected Officials and the Workforce Development Board entering into a Subgrant Agreement with the Ohio Department of Job and Family Services ("ODJFS") for the provision of WIOA workforce services within Stark and Tuscarawas Counties for Program Year 2015; and

WHEREAS, in order to be in compliance with the terms and conditions set forth within WIOA and its regulations, the Subgrant Agreement entered into with ODJFS, and ODJFS' WIOA policies, the Boards of County Commissioners for Stark and Tuscarawas Counties find it necessary to create the "STWDB COG" to employ staff to the workforce development board;

NOW, THEREFORE BE IT RESOLVED the Boards of Stark and Tuscarawas County Commissioners create this Intergovernmental Agreement, effective _____, 2016.

DEFINITIONS.

A. "Federal, state and local laws" include all federal statutes and regulations; appropriations by the Ohio General Assembly; the Revised Code; uncodified law included in an Act, Ohio Administrative Code (OAC) rules; any federal Office of Management and Budget

(OMB) circulars that a federal statute or regulation has made applicable to state and local governments; the relevant terms and conditions of any federal awards; as well as any resolutions or policies adopted by the Stark and Tuscarawas Boards of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals and Guidance Letters. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those Federal, state and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

B. "Grant" includes all funds received through a variety of means, including but not limited to WIOA.

C. "Parties" as in Parties to this Agreement means the Board of Commissioners of Stark and Tuscarawas Counties.

NOW, THEREFORE, intending to be bound by this Agreement as of _____, 2016, the parties hereto agree as follows.

ARTICLE I. PURPOSE OF AGREEMENT AND COUNCIL.

A. The purpose of this Agreement is to establish the terms, conditions, and requirements governing the implementation, governance, and administration of the Stark Tuscarawas Workforce Development Board Council of Governments ("STWDB COG"). The terms and conditions of this Agreement comply with the requirements of federal and Ohio statute, regulations, and policy, including ODJFS Policy 15-18 regarding Local Workforce Development Area Governance.

B. The STWDB COG is created for the express purpose of implementing, governing, and administering any and all workforce and economic development programming, as directed by the local Workforce Development Board ("WDB"), and as authorized and permitted pursuant to the federal Workforce Innovation and Opportunity Act of 2014, as amended, and/or any other related and/or similar workforce and/or economic development legislation enacted by federal, state, or local laws.

ARTICLE II. MEMBERSHIP IN THE COUNCIL.

A. The membership of the STWDB COG shall be made up of Stark and Tuscarawas Counties. Each county shall have a single seat of representation on the COG. The primary

representative serving in this seat, shall be one of each of the county's county commissioners. The term of the primary representative for each member county shall be for a period of two (2) years, with the starting and ending date of the term of representation to be set forth within the resolution or recorded vote passed by each Board of County Commissioners. The right of the appointed Commissioner to serve on the STWDB COG shall be recognized immediately upon the publication of the recorded vote by the board of county commissioners upon the STWDB COG staff. In all cases, when the representative commissioner elected/appointed ceases being a commissioner in their member county, their term as a representative of the STWDB COG shall also cease. Each county representative of the STWDB COG shall simultaneously serve in their capacity as a representative of the COG, and as the Local Elected Officials for the Local Area Workforce as set forth, defined, and required within the text of the Workforce Innovation and Opportunity Act of 2014. As such, the duly elected/appointed representatives of the STWDB COG shall be referred to as Local Elected Officials ("LEOs").

B. If the duly appointed county commissioner of the STWDB COG cannot attend any regular or special STWDB COG meeting or sub-committee meeting, the duly appointed representative commissioner may arrange for a proxy to serve in his or her place. One of the other members of the board of county commissioners, by invitation of the member commissioner, may serve as a proxy to the duly appointed representative of the STWDB COG at any time without their board of county commissioners taking any special action. However, a board of county commissioners may declare by resolution which commissioner shall serve as the alternate to the COG.

C. The board of county commissioners of each county may also appoint by any recorded vote, a non-commissioner proxy representative of their choosing to serve when the representative commissioner, and/or the other commissioners of the county, are unable or unwilling to attend and participate in a regularly scheduled or special STWDB COG meeting. Upon submission of this recorded vote by the board of county commissioners to the staff of the STWDB COG, the STWDB COG shall recognize the authority of this proxy to participate in discussions and cast votes on behalf of the member county. The sole requirement for this proxy to serve is that the proxy is a registered voter and resident of the county for whom s/he serves as a representative. While serving in place of the duly appointed STWDB COG representative, the proxy representative will have all the same powers and authorities as that of the duly appointed representative commissioner of the STWDB COG.

D. Pursuant to written by-laws adopted by the members of the STWDB COG, the STWDB COG shall organize at their first regularly scheduled meeting held on or after June 1, of each year, including holding the election of one of the LEOs as the Chief Elected Official ("CEO"), and another as Vice-Chair for a term of one year. If the elected CEO or Vice-Chair ceases to serve on the STWDB COG or resigns their position as CEO or Vice-Chair, the

STWDB COG LEOs shall hold a new vote at its next regularly scheduled meeting to elect one of its members to preaide as CEO, and/or Vice-Chair for the remainder of the term. The CEO shall hold all of the powers/authorities granted to the same within the text of the WIOA, its regulations, and/or federal, state, and local policies, unless this Agreement or the STWDB COG By-laws expressly provide those powers/authorities to others. Included within those powers shall be the authority to schedule, cancel, and preside over all meetings. In the event that a member county should send multiple commissioners and/or a proxy to a STWDB COG meeting and there be a dispute as to who should represent the county, the CEO will recognize the rights of one representative to speak on all issues and vote, in the following ranked order:

1. the appointed primary, representative commissioner;
2. any other commissioner from the county, recognizing of the other commissioner, the commissioners in the following order:
 - a. the commissioner appointed by the county's board as an alternate;
 - b. the commissioner invited by the member representative commissioner to serve in his/her place as noticed in writing to the STWDB COG staff or CEO;
 - c. the ranking position held by the commissioner on their respective board of commissioners (President, Vice-President, etc.).

E. Any regular or proxy STWDB COG representative may resign their position on the COG at any time by giving written notice to the board of county commissioners who made their appointment. Any regular or proxy STWDB COG representative may be removed from their position on the COG at any time, with or without cause, by recorded vote of the board of county commissioners who made their appointment. The resignation and/or removal shall take effect at the time specified therein. All representative positions shall be considered vacated upon the death of the individual. Replacements for vacancies on the STWDB COG created by removal, resignation, or death shall be addressed by the member county within forty-five (45) days after the position on the STWDB COG is vacated.

F. The CEO shall schedule a meeting at least annually, to review the operations, performance, and finances of STWDB COG at a time and place convenient to both Boards of county Commissioners. During this meeting, potential amendments to this Agreement, state and federal performance reports, audits, and individual county performance statistics will be reviewed. The Executive Director for the STWDB COG, shall provide an annual report to each Board of county Commissioners detailing the activity, performance, and finances of the STWDB COG to be given at the annual meeting. The Executive Director shall provide additional written and/or verbal reports to the collective or individual Board of county Commissioners as they are requested.

ARTICLE III. POWERS OF THE COUNCIL.

A. General Powers. The STWDB COG is empowered by each of the respective boards of county commissioners who are members of the same, to take any and all actions consistent with those provided for within Section 167.03 of the Ohio Revised Code, as amended, in furtherance of implementing, governing, and administering any and all workforce and economic development programming authorized and permitted pursuant to the federal Workforce Innovation Opportunity Act of 2014, as amended, and/or any other related and/or similar workforce and/or economic development legislation enacted by federal, state, or local laws.

B. Specific Powers. In furtherance with the General Powers conferred upon the STWDB COG by this Agreement and pursuant to Section 167.03 of the Ohio Revised Code, the STWDB COG is also empowered with all of the following specific powers.

1. Appointment of the Local Workforce Development Board ("WDB") representatives.

a. The WDB shall consist of twenty-two (22) member representatives, as detailed in Exhibit A, which is attached hereto and incorporated in its entirety as part of this Agreement by this reference. Each of the counties that are represented by the STWDB COG shall have members appointed to serve on the Local WDB.

b. The CEO shall consider all individuals recommended or nominated to him or her for inclusion onto the WDB. For all WDB representative positions that are open and to be appointed, the CEO shall make a determination of whether the recommended/nominated individuals provided are eligible to serve on the WDB based upon the criteria set forth within this Agreement. From those individuals that are eligible, the CEO shall present to the STWDB COG Board a single candidate for appointment to the WDB for each open WDB representative position. The STWDB COG shall by majority vote (in person or electronically) agree to accept or reject the nomination. Similarly, should a commissioner wish to remove an individual that is serving within a WDB position, s/he may ask the STWDB COG Board to remove that individual by majority vote (in person or electronically). The STWDB COG Board shall have the sole authority appoint and/or remove at its will the members to the WDB that each county has the power to appoint in accordance with criteria established under Section 107 of the Workforce Innovation and

Opportunity Act of 2014, and as set forth within Exhibit A, and as follows within this Agreement.

c. Appointment of business representatives.

- i. Business representatives must have:
 - 1. an ownership interest in the business, or
 - 2. hold the position of chief executive officer, chief operating officer, or must be a salaried executive with optimum policymaking and/or hiring authority.
- ii. The business must meet the following criteria:
 - 1. provides a significant number of employment opportunities, or employment opportunities that are highly sought after because starting pay and benefits are better than average;
 - 2. provides its employees with high quality on the job training and development; and
 - 3. the business is an industry that is in-demand, and/or it employs individuals in occupations that are in-demand.
- iii. All businesses to be represented, and/or the individuals appointed to fulfill a business representative position must be nominated by local business organizations or trade associations, with the representative commissioner selecting whom to nominate to the STWDB COG from a list of nominees gathered and vetted by the staff for the STWDB COG on behalf of the representative commissioner.

d. Appointment of labor representatives. All labor representatives will be nominated by local labor federations, if they are present within the WDB Area. If there is no presence of a local labor federation, the nomination of a representative by any other union or any other organization that represents employees will suffice. The individual nominated should have managerial and/or executive authority.

e. Appointment of apprenticeship program representative. The individual will be a member of a labor organization, or a training director from a joint labor-management, registered, apprenticeship program. If no such program exists within the Area, a representative of any registered

apprenticeship program will suffice. Eligible individuals will be nominated by the organization that registers apprenticeship programs for the State of Ohio based upon their list of registered apprenticeship programs.

f. Appointment of local community based organization representatives. The organization must have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment (including but not limited to serving veterans and/or disabled individuals). The individual nominated should have managerial and/or executive authority.

g. Appointment of local youth education, and/or WIOA youth programming representative. The organization must have demonstrated experience and expertise in addressing the employment, training, or education needs of out-of-school, WIOA eligible youth. The individual nominated should have managerial and/or executive authority.

h. Appointment of adult education and literacy activities under Title II, representative, and local vocational education center representative. The organization must have demonstrated experience and expertise in providing Title II adult education and literacy activities. Where there is an organization that also operates a local vocational education center in addition to providing Title II activities, this organization shall serve as the representative. The individual nominated should have managerial and/or executive authority.

i. Appointment of workforce higher education representative. The organization must be one that is eligible to provide Individual Training Accounts pursuant to the WIOA. The organization will be selected by the CEO for the STWDB COG from a list of eligible providers secured by the STWDB COG staff. The individual nominated should have managerial and/or executive authority.

j. Appointment of economic development representatives. The organization must be one that is actively engaged in economic development within the Local WDB Area. The organization will be selected by the CEO for the STWDB COG from a list of eligible providers secured by the STWDB COG staff. The individual nominated should have managerial and/or executive authority.

k. Appointment of representative from Ohio Dept. of Job & Family Services who satisfies the Wagner Peysers and Veterans representative requirement (state merit staff). This individual will be nominated by the Ohio Department of Job and Family Services Office of Workforce Development, and appointed by the CEO for the STWDB COG.

l. Appointment of representative from the Opportunities for Ohioans with Disabilities. This individual will be a regional director or another member of management for Opportunities for Ohioans with Disabilities, and appointed by the CEO for the STWDB COG.

m. Appointment of representative from Temporary Assistance for Needy Families (TANF) (transportation, housing, public assistance). The individual nominated should have managerial and/or executive authority. Eligible individuals will be nominated by the County Departments of Job and Family Services, and appointed by the CEO for the STWDB COG.

n. Upon the adoption of this Agreement by both of the member counties' boards of county commissioners, the staff of the STWDB COG shall provide to each representative commissioner appointed to serve on the STWDB COG a list of those currently serving on the Workforce Board, a copy of this Agreement containing the qualifications for serving on the WDB, and a summary of those currently serving's qualifications. If the individual currently serves on the Workforce Board, that the individual possess the qualifications set forth herein, except s/he need not be nominated as set forth within this Agreement. If the representative commissioner desires to reappoint any qualified individual to a representative spot on the WDB, and that individual indicates that s/he will accept the same, the individual will be appointed for a term running from October 1, 2016 through September 30, 2018.

o. After the CEO on the STWDB COG Board has determined which Workforce Board members it desires to reappoint to the WDB, the CEO will then consider nominations as set forth within to fill all remaining vacant WDB representative seats. Each individual appointed, shall be appointed for a term of three (3) years commencing with the date of appointment provided within their appointment letter. Thereafter, the representative commissioner will appoint individuals to seats on the WDB, as those seats become vacant, for three (3) year terms. There shall be no

cap on the total number of terms that an individual may serve on the WDB.

p. All individuals appointed by a member commissioner will continue to serve for the full length of their appointed term unless one or more of the following occurs:

1. The individual is removed from the WDB following the issuance of a written notice of fourteen (14) days to the individual, by and at the sole discretion of the CEO serving on the STWDB COG (in consultation with the county commissioner who appointed the individual to serve as representative to the WDB).
2. The individual resigns from the WDB.
3. This Agreement is terminated, and/or the WDB is dissolved.

q. The CEO appointing individuals to serve on the WDB shall seek to fill all vacant positions within forty-five (45) days from the position becoming vacant.

r. The Executive Director of the STWDB COG will keep attendance at all WDB meeting and advise the member commissioners of all representatives who miss two (2) or more consecutively scheduled meetings so that the commissioners may determine if they wish to remove that representative and replace the same.

s. The WDB for the Local Area shall meet at such times and places as necessary to perform the duties of a WDB established pursuant to Section 107 of the Workforce Innovation and Opportunity Act. At a minimum, the STWDB COG WDB shall meet every other month, but no less than once every quarter, four (4) times a year. The WDB shall be responsible for advising the STWDB COG on all material issues associated with the use and/or investment of WIOA funding, and the STWDB COG shall serve as the managerial agent of the WDB in implementing the direction and policies generated by the same.

t. The WDB shall adopt and maintain their own, separate set of by-laws governing its existence and operation. Said by-laws shall address attendance requirements, and the ability of representatives to send a qualified proxy from their organization to attend a meeting, and/or conduct WDB business on his/her behalf.

9

2. Adoption of By-Laws.

The representative membership of the STWDB COG shall adopt a new set of by-laws, by a majority vote of its members, at its first duly noticed public meeting after the Commissioners enter into this Agreement. The by-laws shall at a minimum address the election of STWDB COG officers as set forth within Section 167.04 of the Ohio Revised Code.

3. Employment of Personnel.

As set forth and provided within Section 167.05 of the Ohio Revised Code, the STWDB COG may employ staff and/or contract for the services of consultants and experts in order to execute its general and specific powers as set forth within this Agreement, as it deems necessary and appropriate in the manner set forth by the by-laws, policies, and procedures drafted and adopted by the STWDB COG, and in accordance with all applicable federal and state employment laws. The same shall address at a minimum the following:

- a. job descriptions including qualifications and duties of the same;
- b. terms and conditions of employment;
- c. evaluation process; and
- d. process for discipline and/or termination.

4. Financing of Programs, and Serving as the WDB's Fiscal Agent.

a. It is agreed that the WDB fiscal agent will be responsible for compliance with state and federal fiscal reporting requirements. All OhioMeansJobs operators, contractors and/or sub-grantees will furnish to the fiscal agent, in a timely manner, all fiscal information under their control necessary to complete state and/or federal reporting requirements.

b. It is agreed that all fiscal agreements shall be subject to federal, state, and local laws including, but not limited to, limitations on use of program funds, cost allocation requirements, procurement requirements, reporting requirements, and audit requirements. This shall include but not be limited to drafting the request for proposals, scoring proposals, selecting winning bids, responding to procurement appeals, negotiating with the selected entities, and drafting and awarding the contract for:

- i. the OhioMeansJobs Center Operator;

10

- ii. Adult and Dislocated Worker services providers;
- iii. Youth Program Services.

c. The parties to this agreement hereby designate the Workforce Initiative Association to serve as the fiscal agent for the STWDB COG and for the WDB. As such, the STWDB COG will maintain final authority over the authorization of all draws and expenditures, including those within and outside of the local Area, and be responsible for participating in all audit procedures. Either the STWDB COG, or its duly appointed fiscal agent, may employ such persons, make or approve such agreements, and establish policies and procedures including, but not limited to, fiscal policies relative to procurement, auditing, fiscal monitoring, and overall fiscal administration and operational procedures as are necessary to conduct business and comply with state and federal laws. Area administrative monies will be used to pay for the costs associated with contracting with and/or employing the fiscal agent. The primary financing for the workforce and economic programming overseen by the STWDB COG shall be the funding provided through WIOA, and/or through other federal, state, and local grants secured by the STWDB COG. The STWDB COG, based upon the advice and counsel provided by the WDB, shall determine, implement, and administer the division of all WIOA and grant funds allocated.

d. With the exception of instances in which grant monies are to be repaid as set forth within this Agreement, it is agreed that the STWDB COG may not establish dues or a required contribution that the member counties would have to pay in order to support STWDB COG. Should the STWDB COG agree by majority vote that additional money is needed from the member counties, it will petition or request each of those member counties within a written request for the provision of the same.

5. Contracting for Goods and Services.

As set forth and provided within Sections 167.05 and 167.08 of the Ohio Revised Code, the STWDB COG may purchase or lease supplies, materials, equipment, and facilities in order to execute its general and specific powers as set forth within this Agreement, as it deems necessary and appropriate in the manner and via the procedures established by the by-laws of the STWDB COG.

11

6. OhioMeansJobs Service Delivery.

The STWDB COG, as the LEOs for the local workforce area, will listen to the WDB's input, and any standing committee formed by the WDB that addresses OhioMeansJobs issues, and in doing the same, implement its instructions, after providing its own input on each of the following issues:

- a. In what counties OMJ Centers will be located.
- b. Determining what county will contain the location of the comprehensive OMJ Center.
- c. In what location within the county an OMJ Center will be located.
- d. The design of OMJ Centers.
- e. Consulting with the WDB and administering their direction in relation to the request for proposals, scoring proposals, selecting winning bids, responding to procurement appeals, negotiating with the selected entities, and drafting and awarding the contract for OMJ Center operators.
- f. Negotiating and approving the final draft of the Memorandum of Understanding ("MOU"), including its budget, and all of its appendices and attachments.
- g. Handling directly or contracting to the OMJ Center operator all issues associated with collecting income from partners, overseeing compensation of the OMJ Center operators for their expenses, and overseeing reconciling and accounting of the same.
- h. Assigning its agents and/or staff to work in conjunction with the WDB to monitor and oversee the OMJ Center operation, including engaging in activities in furtherance of the certification of the OMJ Center's operations.

The STWDB COG has an open door policy and shall require its OMJ Center operators to do the same, and consider the suggestions and requests of all OMJ Center partners and stakeholders during its administration of all of the proceeding OMJ Center matters. In addition to receiving input in this manner, OMJ Center partners and stakeholders may also provide their suggestions and requests at all of the following forums:

- a. WDB meetings;
- b. OMJ Center Standing Committees if the WDB creates the same;
- c. STWDB COG meetings;
- d. OMJ Center Operator partner meetings.

12

7. Performance accountability.

The STWDB COG and WDB for the local workforce area shall measure the performance of the Adult, Dislocated Worker, Youth, and Business services primarily through the performance measures set forth within federal law and regulation, and any performance measures in addition to those established by the State of Ohio, to the extent that those measures are legally valid, enforceable, and not in contradiction of federal law. As WIOA services are provided by different providers within different counties, the Area will monitor performance on a county-by-county basis. At each WDB and STWDB COG meeting, performance will be a standing agenda item for discussion. The STWDB COG, working in conjunction with the WDB may implement additional performance measures at its discretion, at any time.

The STWDB COG, through its Board staff will engage with ODJFS regarding the negotiation of local performance measures with ODJFS.

8. Serving as the WDB's Agent for Performing the Miscellaneous Duties Provided and Required to the Local Area WDB.

The STWDB COG shall serve as the WDB's agent for the purposes of executing and administering the functions of the local area's WDB as set forth within Section 107 of the WIOA. This shall include but not be limited to all of the following:

- a. Development and submission of a regional and local plan.
- b. Engage in research and regional labor market analysis.
- c. Convening local workforce development system stakeholders, and leveraging and brokering resources for the performance of services.
- d. Engaging employers.
- e. Developing career pathways.
- f. Leading efforts to identify and promote proven and promising workforce practices.
- g. Develop strategies using technology to maximize accessibility and effectiveness of the workforce system.
- h. Conduct program monitoring and oversight.
- i. Coordination with education providers.
- j. Engaging in budget and administration.
- k. Assessing physical and programmatic accessibility for individuals with disabilities.
- l. Adhering to Ohio's sunshine and public records' provisions.

- m. Recognizing and avoiding conflicts of interest. The STWDB COG will employ staff to the WDB and will not provide direct service under WIOA. Should the STWDB COG engage as employees both board staff and the fiscal agent, the STWDB COG will administer within its internal fiscal policies and procedures, terms and conditions providing for the simultaneous employment of board and fiscal agent staff, and providing for checks and balances that will adequately address any conflicts of interest, if any, raised by that simultaneous employment.
- n. Negotiating and entering into all contractual agreements with all Grantors, Subgrantees, and other contracting entities.
- o. Establishing policy and procedures that promote all of the preceding.

9. Acting on Behalf of Each Member County and Securing the Input of all Elected Officials of those Member Counties.

Each of the following methods shall allow for each member county's elected commissioners to provide input into workforce decisions:

- a. As each member county is represented on the STWDB COG by commissioner representatives, it shall be incumbent upon those commissioners to regularly provide information and to gather input from their fellow county commissioners in order to assist making both regular and special/critical decisions.
- b. As set forth within this Agreement, Article II., Section (F), on at least an annual basis or more often as scheduled by the CEO, the staff of the STWDB COG shall make a complete report for the benefit of obtaining the input of all six (6) of the Local Area's commissioners.
- c. All STWDB COG and WDB meetings, and the schedule of the same will be made known to the commissioners of each county, and they will have an opportunity to appear and speak at any of those, should they elect to do so.

ARTICLE IV. ALLOCATION AND RE-ALLOCATION OF AREA FUNDS.

Whenever grant funds are allocated to the Area, the STWDB COG shall report the allocation of the same to the STWDB COG at the next regularly scheduled or special meeting. It is agreed

that where the allocation of funds have been allocated by the granting authority with certain amounts attributed to or designated for a specific entity or geographic jurisdiction, such as a county, the STWDB COG's agents and/or staff, including the Fiscal Agent, shall initially assign the allocation of said grants as income and expenditures available for that entity and/or geographic jurisdiction. Where the allocation of funds is not specifically attributed to or designated for a specific entity or geographic jurisdiction, said funds shall be allocated pursuant to the direction provided by the WDB and/or STWDB COG based upon a rational division attributed to earning the same or merit, with said division being approved by a majority vote by those STWDB COG members in attendance at a regularly scheduled or special meeting.

Each allocated grant received by the STWDB COG has a grant term measured from the date that the grant may be spent through the closing date of the grant. During the first half of all grant terms for grants allocated to a specific entity or geographic jurisdiction, the grant funds may not be allocated or made available to other entities or jurisdictions, unless by unanimous vote by those STWDB COG members in attendance at a regularly scheduled or special meeting. After the first half of a grant term for grants allocated to a specific entity or geographic jurisdiction has ended, those remaining grant funds that have not been expended or accrued, maybe made available via reallocation by the Fiscal Agent to other entities or jurisdictions, following a majority vote of those STWDB COG members in attendance at a regularly scheduled or special meeting. Consideration shall be given to what funds have been obligated before they are reallocated.

ARTICLE V. LIABILITY.

In the event that a non-performance sanction, disallowed cost, misspent funds, or audit exception resulting in repayment of monies is levied by the State of Ohio against the STWDB COG, the CEO, without delay will notify the board of commissioners of each of the STWDB COG counties of the sanction, disallowed cost, or audit exception requiring repayment. The CEO will examine the reasons cited for the sanction, disallowed cost, or audit exception and make a recommendation to the two boards of county commissioners on all of the following issues:

- whether the STWDB COG should appeal or accept the sanction, disallowed cost, finding of misspent funds or audit exception requiring repayment;
- whether the STWDB COG can address the sanction, disallowed costs, or audit exception by returning or paying WIOA or other grant monies, and/or one or more member counties will have to use county funds to repay the same;
- whether the evidence of the liability associated with the performance sanction, disallowed cost, or audit exception requiring repayment supports a conclusion of individual liability

- for one or more of the member counties, and/or whether the liability cannot be assigned to an individual member county and should be collectively shared; and
- the amounts to be repaid with grant monies or county funds by each member county, based upon a determination of individual and/or collective liability.

Each board of county commissioners will, at their earliest opportunity, resolve to approve or disapprove the recommendation of the CEO and convey their response to the CEO and the other boards of commissioners. If one or more member counties disagree with the recommendation of the CEO, the CEO shall schedule a special public meeting of the combined boards of commissioners who shall meet to resolve the issue, and the STWDB COG shall take action based upon a vote taken at this special meeting. In order for this meeting to occur, a minimum of four (4) Commissioners must be present. In order for any decision to be binding, any action must receive a majority of the votes by the commissioners assembled. Any decision reached and the reason for the decision will be conveyed in writing to the appropriate governmental entities by the STWDB COG.

When the member counties agree with the CEO's determination, and/or the majority of commissioners agree on an action at a special public meeting, the member counties agree to the following with respect to repaying and/or returning monies.

A. Repayment using member county monies where individual county liability has been determined. Where a final determination has been made that one or more counties have to repay grant funding using county funds, either by acceptance of liability by the individual county board of commissioners, or following the special meeting of all member county boards of commissioners, said county must enter into an Agreement with the granting authority and/or the STWDB COG to repay said funds to the granting authority within ninety (90) days following the final determination. Failure to do so shall constitute a material breach of this Agreement.

B. Repayment using member county monies where collective liability of both member counties has been determined. The member counties agree that in the event that the State of Ohio or federal government levies a performance sanction, disallowed cost, or audit exception, that applies generally to the STWDB COG WDB or STWDB COG, and not to a specific member county, requiring the payment of county monies; the return shall be based upon the percentage of grant funds received by each member county. The percentage shall be determined by the STWDB COG, based upon the percentage of grant funding received by the STWDB COG, and allocated to the member counties. If the event requiring the repayment of member county monies occurred with respect to a particular grant line or grant allocation, the percentage of grant monies to be returned or reduced shall be based upon the allocation percentages of that grant. If the event requiring the return or reduction occurred in a particular year or years, the percentage of grant monies to be returned or reduced shall be based upon the

allocation percentages of those years. If the event requiring the return or reduction is not related to a particular grant line(s) or grant year(s), the money shall be returned based upon the total of all grants or grant lines awarded to each county, based upon the grant year in which the monies are to be repaid.

C. Where a final determination has been made that both counties have to repay grant funding using county funds, either by acceptance of each county board of commissioners of liability, or following the special meeting of all member county boards of commissioners, said county must enter into an Agreement to repay said funds to the granting authority within ninety (90) days following the final determination. Failure to do so shall constitute a breach of this Agreement.

D. Returning or reduction of WIOA or other state or federal grant monies where there is individual liability. Repayment using WIOA grant or other grant monies (non-county monies) where individual county liability has been determined. Where a final determination has been made by acceptance of the member counties, and/or by special vote of all the board of commissioners of the three member counties, that one or more counties have to return or reduce grant funding, the STWDB COG shall enter into an Agreement to return or reduce said funds to the granting authority within ninety (90) days following the final determination. The return or reduction of the grant money will be accounted for by the STWDB COG fiscal officer and agent by reducing the amount of funds available for each member county by the corresponding amount reduced and/or returned.

E. Returning or reduction of WIOA or other State or Federal grant monies where there is no individual liability. The member counties agree that in the event that the State of Ohio or federal government levies a performance sanction, disallowed cost, or audit exception, that applies generally to the STWDB COG WDB or STWDB COG, and not to a specific member county, requiring the return of allocated funds or reduction of allocated funds after the allocation has occurred, the return shall be based upon the percentage of funds received by each member county. The percentage shall be determined by the STWDB COG, based upon the percentage of grant funding received by the STWDB COG, and allocated to the member counties. If the event requiring the return or reduction occurred with respect to a particular grant line or grant allocation, the percentage of grant monies to be returned or reduced shall be based upon the allocation percentages of that grant. If the event requiring the return or reduction occurred in a particular year or years, the percentage of grant monies to be returned or reduced shall be based upon the allocation percentages of those years. If the event requiring the return or reduction is not related to a particular grant line(s) or grant year(s), the money shall be returned based upon the total of all grants or grant lines awarded to each county, based upon the grant year in which the monies are to be repaid.

F. The STWDB COG shall enter into an Agreement to return or reduce said funds to the granting authority within ninety (90) days following the final determination. The return or reduction of the grant money will be accounted for by the STWDB COG Fiscal Agent by reducing the amount of funds available for each member county by the corresponding amount reduced and/or returned.

ARTICLE VI. AGREED UPON PENALTY FOR BREACH OF ARTICLE V., LIABILITY, OF THIS AGREEMENT.

Should any member county commit a material breach of this Agreement as set forth within "Article V. Liability" of this Agreement, the STWDB COG may by majority vote, at a regular or specially scheduled meeting, indefinitely suspend all WIOA and related workforce services and the payment for the same, contracted for by the STWDB COG and/or STWDB COG WDB within the breaching member county, immediately following the holding of said vote. The STWDB COG, will reinstate and arrange for the resumption of all services and payment for the same, by a majority vote, at the next regularly scheduled or special meeting once the material breach is cured.

ARTICLE VII. DISPUTE RESOLUTION.

The parties to this Agreement agree to attempt to resolve all differences amicably first by mediation if so elected by the parties pursuant to the terms and conditions of this Agreement. Should mediation not be elected or not resolve the matters, the parties to this Agreement have agreed to waive any and all interests to engaging in advocacy or litigation before any administrative or court forum, jurisdiction, or tribunal, and instead litigate and resolve all disputes through binding arbitration pursuant to the terms and conditions set forth within this Agreement.

A. Mediation.

The STWDB COG will make efforts to resolve all disputes informally and at the earliest time possible. Except for disputes relating to the subjects contained within "Article IV. Liability," when any of the commissioner representatives disagrees with any action or inaction by another party to this Agreement, the parties agree to contact each other in an effort to clarify any misunderstandings and to attempt to resolve disagreements. Any county commissioner may submit a disputed issue, in writing, to the CEO. The LEOs will review the issue, attempt to resolve the issue, and provide a determination in writing. If the commissioner that submitted the issue is not satisfied with the decision, the commissioner may request that the matter be referred to the Ohio Commission on Dispute Resolution for further dispute resolution. The matter will be submitted for dispute resolution if a majority of the STWDB COG votes to refer the matter. The

final decision on all non-liability issues shall be solely determined by the member representatives of the STWDB COG by majority vote.

B. Binding Arbitration in Place of Litigation.

The parties to this Agreement agree that in all cases, binding arbitration as set forth within this document, as opposed to litigation in any other court, venue, and/or forum, will be the sole and only means of resolving all disputes, regardless of the outcome of any mediation.

1. If there are any outstanding disputes that cannot be resolved in any manner short of an advocated outcome, any of the parties to this Agreement may submit the matter to final and binding arbitration by submitting notice to the other parties to this Agreement of their intent to arbitrate and select an arbitrator for such dispute.
2. The parties will obtain a seven member arbitrator panel list from the Federal Mediation and Conciliation Services.
3. The party seeking the arbitration and the remaining parties shall use the alternate strike method from the list of seven (7) arbitrators from the panel of arbitrators. The party requesting the arbitration shall be the first to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
4. The arbitrator shall hold the arbitration promptly and issue his/her decision within a reasonable time thereafter. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable federal and/or Ohio law.
5. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement; nor add to, subtract from or modify the language therein in arriving at his/her determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged dispute occurring at any time other than

the Agreement period in which such right originated or to make any award based on rights arising under any previous agreement, dispute or practices.

6. The decision of the arbitrator and any pre-arbitration settlement shall be final and binding upon all parties. The arbitrator's fee shall be borne by the losing party or parties. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the fee of the arbitrator, or in what proportion the parties shall share the fee.
7. Expenses of any witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one: such fees shall be split equally if both parties desire a court report's recording, or request a copy of any transcript.

ARTICLE VIII. AMENDMENT OR ADDENDUM.

This Agreement may be amended or added to at any time by the written, signed consent of the parties. Amendments to this agreement shall require the passage of a recorded vote or resolution by the board of county commissioners for each county.

ARTICLE IX. TERM OF AGREEMENT.

This Agreement shall take effect upon passage of both county commissioners' resolutions by each member county approving this Agreement, and shall remain in effect until terminated in accordance with this paragraph or until the Workforce Innovation and Opportunity Act is otherwise repealed, and not replaced with substantively similar workforce legislation.

Any member county may terminate this Agreement with an effective termination date on June 30th of the following year, by a recorded vote to that effect on or before December 31st of the prior year in which termination is to occur. Provision of an application submitted to ODJFS by the commissioners of a member county seeking to be reassigned to another workforce development area, with a copy provided to the other member counties prior to the year in which that new reassignment to occur shall constitute adequate notice, and termination of this Agreement shall be effective June 30, the end of the following Program Year, or on the date set by ODJFS on which workforce development area reassignment is permitted to occur, whichever date is later. Termination of this Agreement shall not affect the liabilities incurred prior to the termination date.

ARTICLE X. ISSUES ASSOCIATED WITH TERMINATION.

Upon proper notice of termination of this Agreement, the STWDB COG shall continue to exercise its powers until the effective termination date of this Agreement. Following termination of this Agreement, the STWDB COG and/or its employees and agents may only exercise such powers as to enable it to pay and discharge all debts, expenses, and charges legally incurred hereunder, and dispose of, divide, and distribute any property required as a result of this Agreement. These powers shall include the ability to sell or otherwise dispose of property, and distribute to the federal, state, and/or local governments such property and funds as lawfully required.

ARTICLE XI. SEVERABILITY AND ENFORCEABILITY.

Nothing contained in this Agreement or any by-laws promulgated pursuant thereto, shall be construed to authorize any action which any party is not authorized by law to undertake. Should any part, term or provision of this Agreement be decided by an arbitrator or court of competent jurisdiction to be illegal or in conflict with any federal or state laws or regulations, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portion or provision shall not be affected thereby.

ARTICLE XII. SIGNATURES ACCEPTABLE ON MULTIPLE PAGES.

This document shall be enforceable once it has been signed by at least two of three Commissioners from each member county, following a recorded vote for the county to enter into this Agreement. Signatures on a single or on multiple signature pages shall be acceptable.

IN WITNESS THEREOF, the Parties hereto have executed this Governing Agreement, with the intent to enter into the same, effective _____, 2016. This Agreement shall be binding once two of three Commissioners for each member county have executed a copy of the signature page for this Agreement.

Janet Weir Creighton, President
Stark County Commissioner Date

Richard Regula
Stark County Commissioner Date

David Bridenstine
Stark County Commissioner Date

Kerry Metzger
Kerry Metzger, President
Tuscarawas County Commissioner Date 4/21/2016

Chris Abbuhl
Chris Abbuhl
Tuscarawas County Commissioner Date 4/21/2016

Belle Everett
Belle Everett
Tuscarawas County Commissioner Date 4/21/2016

EXHIBIT A MEMBERSHIP of STWDB COG Workforce Development Board

Type of Seat	County Representation			Total
	Stark County	Tuscarawas County	Area Chief Elected Official	
Business Community Reps.	7	5		12
Representatives from Labor	2			2
Representative from Apprenticeship	1 (Dual)			x
Representative of Local Community Based Organization.		2		2
Representative of the Local Education/Youth Agencies		1 (Dual)		x
Representative of the ABLE Program/Vocational Training Center		1		1
Representative of Workforce Higher Education	1			1
Representative of Economic Development		1		1
Representative from Ohio Dept. of Job & Family Services who satisfies the Wagner Peyser and Veterans Representative requirement			1	1
Representative of the Opportunities for Ohioans with Disabilities			1	1
TANF	1			1
Total	11	9	2	22

VOTE:

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

**RESOLUTION (379-2016) REAFFIRM WIA TO FUNCTION AS A WORKFORCE
DEVELOPMENT AGENCY**

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

JOINT RESOLUTION

Purpose: Reaffirming the Workforce Initiative Association (council of governments) to function as a workforce development agency serving Stark and Tuscarawas Counties and the City of Canton in Ohio

WHEREAS, a council of governments named the Workforce Initiative Association was reaffirmed on December 27, 1999 by the Stark and Tuscarawas Boards of County Commissioners and the Mayor of the City of Canton under the Workforce Investment Act of 1998 that superseded the Job Training Partnership Act of 1982; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 which superseded the Workforce Investment Act of 1998 requires separation of workforce development board staff and service delivery staff in a Local Workforce Area to carry out the provisions of the legislation; and

WHEREAS, the Workforce Initiative Association is an active council of governments registered with the Auditor of the state of Ohio for the purposes of but not limited to developing strategies, programs, and resources to provide employment and training and related services to the citizens and businesses of the Local Workforce Area; and

WHEREAS, the Workforce Initiative Association has performed successfully as a workforce development agency since 1999 and managed an array of workforce funding including but not limited to Workforce Investment/Workforce Innovation and Opportunity Act, Temporary Assistance for Needy Families, Workforce Innovation Funds, Ohio Department of Development, Federal Small Business Administration, and various local/state and private grants; and

WHEREAS, the Workforce Initiative Association has been designated as the Workforce Innovation and Opportunity Act of 2014 fiscal agent for the Local Workforce Area; and

WHEREAS, the Workforce Initiative Association has been designated in both Stark and Tuscarawas counties as the lead agency for the state of Ohio's Comprehensive Case Management and Employment Program; and

WHEREAS, the Boards of Stark and Tuscarawas County Commissioners and the Mayor of the City of Canton desire to continue the success achieved by the Workforce Initiative Association as the workforce development agency serving their constituents;

NOW, THEREFORE BE IT RESOLVED, the Boards of Stark and Tuscarawas County Commissioners and the Mayor of the City of Canton reaffirm the Workforce Initiative Association (council of governments) to function as a workforce development agency serving Stark and Tuscarawas Counties and the City of Canton in Ohio.

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

**RESOLUTION (380-2016) APPROVE CONTRACT – ELITE EXCAVATING OF OHIO, INC.
DUNDEE WATER SYSTEM IMPROVEMENT**

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the contract with Elite Excavating of Ohio, Inc. in the amount of \$1,656,786.00 for the Dundee Water System Improvement project and authorize the President of the Board to sign the contracts. 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 (381-2016) APPROVE CONTRACT ODOT-OHIO ERIE CANAL TOWPATH
TRAIL ST. RT. 800 TRAIL CROSSING**

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

PID No. 99411
ODOT Project No. _____ (2016)

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Tuscarawas**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of construct bike lanes on each side of SR 800 providing bike/ped crossings for the Ohio Erie Canal Towpath Trail, approximately 1400' in length, includes intersection lighting at the SR 800/SR 212 intersection, lying within Tuscarawas County; and

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount Eighty Nine Thousand Three Hundred Sixty and - - - 00/100 Dollars (\$89,360.00).
5. The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

Board of County Commissioners County of Tuscarawas 125 E High Ave New Philadelphia, Ohio 44663	Ohio Department of Transportation Office of Estimating 1980 West Broad Street, 1st Floor Columbus, Ohio 43223
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SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed on or behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requires in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 128.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

PID No. 99411 – Contract

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF
TRANSPORTATION

LOCAL PUBLIC AGENCY
Board of County Commissioners
County of Tuscarawas

Director of Transportation

Kerry Metzger

President

Date

Bill Everest

County Commissioner

Chris Albrink

County Commissioner

County Commissioner

Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____

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

Note: Jane Clay, Executive Assistant/Park Coordinator noted this contract was approved by the Prosecutor.

RESOLUTION (382-2016) PAYMENT OF BILLS

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

Child Support

Frontier	Service	1,016.02
Traco Business Systems	Supplies	189.39
Tusc Co Clerk of Courts	IV-D Contract	591.54
Tusc Co Sheriff's Office	IV-D Contract	3,460.29
Jay Gossett	Travel	97.10
ACY Communications	CAT6 Cable Install	225.00
Staples Advantage	Supplies	384.05
Verizon Wireless	Broadband Wireless Service	80.30
American Electric Power	Electric	1,331.32

Clerk of Courts

Ohio Judicial Conference	Registration	25.00
Twin City Chamber of Commerce	Lease	175.00
Clerk of Courts	Banking Fees	159.58

Commissioners

Parkway Ford	50% Cost of Auditor's Truck/W & M	11,250.00
ACY Communications	Cable/Wire Drops-Sheriff's Office	690.00
Staples Business Advantage	Supplies	90.93
G & L Supply	Supplies	505.69
Pipes Insurance	Insurance Services	5,000.00
Simplex Grinnell	Annual Testing/Service	560.84
Office Max	Supplies	289.90
CCAO	Registration	650.00
Go Shred	Shredding Services	150.00
American Electric Power	Electric/125 EH	5,355.83
Hillyard Ohio	Supplies	357.22
Kayline	Supplies	219.44

Common Pleas

MNJ Technologies	Replacement Battery	42.00
Thomson Reuters West Payment	Legal Publications	258.50
Quickprint Center	Business Cards	515.00

Community & Economic Development

Extermital Termite & Pest Control	Pest Inspections/2014 CHIP	105.00
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Dog Pound

Parkway Auto Group	Service/Oil Change	41.19
Walton's Auto Parts	Windshield Repair	69.95

Human Resources

The SHRM Store	Supplies	1,214.10
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Information Technology

Provantage	Supplies	61.47
Provantage	Supplies	1,077.88

Job & Family Services

Triad Deaf Services	Interpreter	828.00
First Communications	Long Distance	274.06
Provantage	Computer Cables	97.00
Cannon IV	Toners	867.43
Staples Credit Plan	Flash Drive	28.97
Lexis Nexis Risk Solutions	User Fee	226.00

Tusc Co Water & Sewer	Pump Station Maintenance	150.00
Frontier	Fire Lines	116.54
Yellow Pages	Advertising	4.50
David Haverfield	Travel	49.68
Timothy Haswell	Travel & Training	149.93
Mandy Prosser	Travel & Training	320.14
Tusc Co Commissioners	Rent & Utilities	5,053.25
Tusc Co Sheriff	Gas	251.09
Charles & Karla Neal	Transportation	180.32
Samantha Sugalski	Diversion	386.00
Makaya Sherrell	Public Assistance	213.00
Juvenile/Probate		
John Shaklee	Interpreter	136.72
David Worth	Travel	456.97
Joy Reed	Travel	456.97
Park Department		
Treasurer State of C/O ODOT	Local Funds/SR 800 Trail Crossing	89,360.00
Prosecutor		
Debra Baker	Travel	53.82
Drury Inn & Suites	Lodging	218.00
Comdoc	Copier Usage	97.75
Robert Urban	Travel	171.40
Michael Ernest	Travel	103.04
Amanda Miller	Travel	113.16
Ryan Styer	Travel	172.32
Public Defender		
IOD Incorporated	Medical Records	33.10
Business & Community Services	Registration	150.00
Kimble	Recycling	8.53
Recorder		
Tronitech	Supplies	99.68
Sheriff		
Holmes County Sheriff's Office	Confidential Funds	1,200.00
Treasurer		
SmartBill	Second Half Postage	8,400.00
F & E Payment Pros	EZ Scan Desktop	1,406.00
F & E Payment Pros	EZ Scan Desktop	2,622.00
Veterans		
Shawn Hursey	Travel	143.98
Tusc Co Sheriff's Office	Gas	157.59
Water & Sewer		
Frontier	Service	45.09
American Electric Power	Electric	81.76
Staley Technologies	Battery	47.74
Kuester Implement	Materials	7.51
Frontier	Service	39.57
Frontier	Service	69.70
Frontier	Service	69.70
Staples	Supplies	81.35
Staples	Supplies	107.37
Frontier	Service	52.39
First Communications	Service	342.38
Holdsworth Industrial Fabricating	Repair	175.00
MCTV	Internet Service	169.95
Tory Pantelis	Cleaning Service	320.00
Staples	Materials	39.24
Cintas	Uniform Rental	363.42
Albers & Albers	Legal Services	1,210.00

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

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (383-2016) ADJOURN

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to adjourn at 9:36 a.m. to meet in Regular Session, Monday, the 25th day of April, 2016.

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

Kerry Metzger

Chris Abbuhl

Belle Everett

Attest: Maria Lautenschlager
Clerk of the Board