

May 9, 2016

Agenda

Pledge of Allegiance

Approve Minutes

Supplemental Appropriation

Interfund Transfer/Advance

Before/After Expenditures

Out of County Travel-EMA (2)

Out of State Travel-JFS

Treasurer's Report April 2016

Enterprise Zone Agreement-Village of Gnadenhutten/Plymouth Foam, Inc.

Appoint D. Finzer Tuscarawas County University Branch District Board of Trustees

Set Viewing/Hearing Road Vacation Mill Township

Authorize Participation ODOT Winter Contract-Road Salt

Accept Contract CSEA-West Publishing

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY THE 9th DAY OF MAY, 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 (425-2016) 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 (426-2016) 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-Q45	Q75-Q43	\$10,000.00	Construction Admin.

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

RESOLUTION (427-2016) 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. Capital Projects to So. Court Bond Retirement \$80,568.80

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

RESOLUTION (428-2016) BEFORE & AFTER EXPENDITURES

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

Oak Pointe Vet Care (Dog Pound)	314.40
Websters Custom (Commissioners)	1100.00
B.A. Widder Architectural Services (Economic Development)	229.00

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

RESOLUTION (429-2016) TRAVEL – EMA

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

DATE: 05/12/2016
TITLE: EVALUATE TRUMBALL COUNTY LEPC EXERCISE
LOCATION: TRUMBALL COUNTY EMA
ATTENDING: PATTY LEVENGOOD
ANTICIPATED EXPENSE: Use of County Vehicle

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

RESOLUTION (430-2016) TRAVEL – EMA

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

DATE: 05/31/2016
TITLE: PARTICIPATE IN REGIONAL HEALTH EBOLA EXERCISE
LOCATION: SUMMIT COUNTY HEALTH DEPT.-AKRON, OHIO
ATTENDING: PATTY LEVENGOOD, GAIL BALDWIN
ANTICIPATED EXPENSE: Use of County Vehicle, Meals

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

RESOLUTION (431-2016) OUT OF STATE TRAVEL – JFS

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

DATE: 08/03/2016-08/07/2016
TITLE: ANNUAL CONFERENCE SPONSORED BY NORTH AMERICAN COUNCIL ON ADOPTABLE CHILDREN
LOCATION: NASHVILLE, TENNESSEE
ATTENDING: ROBB RECTANUS, BETH KIGGANS
ANTICIPATED EXPENSE: Meals: \$240.00 for all days
Hotel: 2 rooms booked for 4 nights discount through NACAC \$1232.00
Air Travel: About \$400.00 round trip for both
Registration: \$660.00 for both

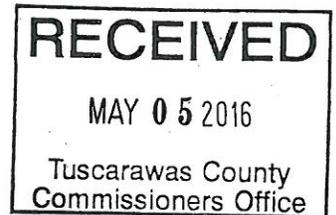
These costs will be paid out of the Adoption Incentives Monies.

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

RESOLUTION (432-2016) TREASURER’S REPORT APRIL 2016

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following Treasurer’s Investment Report for April 2016:

Jeffery S. Mamarella
Tuscarawas County Treasurer
P.O. Box 250
New Philadelphia, OH 44663
Phone (330) 365-3254 • Fax (330) 365-3259



May 4, 2016

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, OH 44663

Commissioners:

As provided by Section 132.21 of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer’s Office during the month of **April, 2016.**

End of month interest amount to credit to April report is \$6,252.05.

Monthly Investment Total = \$44,481,459.49

Balance in Checking Acct. – JPMorgan Chase \$5,114,502.47 Huntington \$1,682,619.00

Total cumulative interest through April 2016 is: \$20,117.59

cc: Tuscarawas County Auditor, Prosecutor, Clerk of Courts, Recorder

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

DISCUSSION: Scott Reynolds, Director Office of Community and Economic Development was present to discuss the Enterprise Zone Agreement with the Village of Gnadenhutten and Plymouth Foam, Inc. Plymouth Foam, Inc. sold the Gnadenhutten property to Gateway Venture Properties, LLC. Plymouth Foam, Inc. is maintaining operations at this location. The Indian Valley Local School District and the Village of Gnadenhutten will receive yearly financial compensation from Gateway Venture Properties, LLC until the enterprise zone agreement expires. Commissioner Everett asked Mr. Reynolds who initiated the conversation with the school district and the Village. Mr. Reynolds believes it was Mr. Eadon from EDF. Mr. Reynolds said there were discussions early in the process, but he was not aware of the final agreement with the school district or village until it was completed. He explained this is the reason for the modified addendum.

RESOLUTION (433-2016) RESOLUTION TO APPROVE OF THE RURAL JOBS AND ENTERPRISE ZONE AGREEMENT ADDENDUM BY AND BETWEEN THE VILLAGE OF GNADENHUTTEN, PLYMOUTH FOAM, INC., THE TUSCARAWAS COUNTY PORT AUTHORITY, GATEWAY VENTURE PROPERTIES, LLC AND THE INDIAN VALLEY LOCAL SCHOOL DISTRICT FOR THE ABATEMENT OF TAXES ON REAL PROPERTY IMPROVEMENTS AT GATEWAY VENTURE PROPERTIES, LLC. SOUTHERN GATEWAY BUSINESS PARK FACILITY, LOCATED AT THE CORNER OF NORTH WALNUT STREET AND SOUTHERN GATEWAY STREET WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE RURAL JOBS AND ENTERPRISE ZONE IN THE VILLAGE OF GNADENHUTTEN, TUSCARAWAS COUNTY, OHIORATIFIED.....

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

That the TUSCARAWAS COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as "COUNTY") upon the recommendation of Scott S. Reynolds, the Tuscarawas County Enterprise Zone Manager, and at the request of the Mayor and Village Council of Gnadenhutten, resolved to approve the Rural Jobs and Enterprise Zone Agreement Addendum by and between the VILLAGE OF GNADENHUTTEN, (hereinafter referred to as "VILLAGE"), PLYMOUTH FOAM, INC., (hereinafter referred to as "PLYMOUTH FOAM"), the TUSCARAWAS COUNTY PORT AUTHORITY (hereinafter referred to as "PORT AUTHORITY) AND GATEWAY VENTURE PROPERTIES, LLC., (hereinafter referred to as "GATEWAY") ratified by Gnadenhutten Village Council on May __, 2016, to address current ownership and for the extension of the time-period and the increase abatement percentage of taxes on real property improvements in conjunction with the of the facility currently used by PLYMOUTH FOAM at the Southern Gateway Business Park facilities at the corner of North Walnut and Southern Gateway Street in the Village of Gnadenhutten, the facilities were formerly owned by the PORT AUTHORITY and are now to be owned by GATEWAY.

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, this Board hereby approves of the VILLAGE'S Enterprise Zone Agreement with PLYMOUTH FOAM, the PORT AUTHORITY, GATEWAY & INDIAN VALLEY and orders Scott 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.

* = See actual EZ agreement for conditions which would allow an additional five (5) years to be calculated at a one hundred percent (100%) exemption.

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

ENTERPRISE ZONE AGREEMENT ADDENDUM #1 COPY

This Enterprise Zone Agreement Addendum is made and entered into by and among the Village of Gnadenhutten, Tuscarawas County, Ohio a Municipal Corporation organized under the laws of the State of Ohio, with its main offices located at 131 South Walnut Street, Gnadenhutten, Ohio 44629 (hereinafter referred to as "VILLAGE" or "GNADENHUTTEN"), Plymouth Foam Incorporated, a Wisconsin Corporation with its main offices located at 1800 Sunset Drive, P. O. Box 407, Plymouth, Wisconsin 53073 (hereinafter referred to as "PLYMOUTH FOAM"), the Tuscarawas County Port Authority an Ohio Port Authority with its main offices located at 339 Oxford Street, Dover, OH 44622 (hereinafter referred to as "PORT AUTHORITY"), The Indian Valley Local School District, with its offices at 100 N Walnut Street, PO Box 171, Gnadenhutten, OH 44629 (hereinafter referred to as "INDIAN VALLEY") and Gateway Venture Properties, LLC, an Ohio limited liability company with its main offices located at 6753 Chestnut Ridge Road, Beach City, Ohio 44608 (hereinafter referred to as "GATEWAY") VILLAGE, PLYMOUTH FOAM and ,LLCPORT AUTHORITY were parties to Ohio Enterprise Zone Agreement dated October 2, 2006 (the "AGREEMENT") which is incorporated herein by reference. The AGREEMENT is hereby amended as follows:

- 1. Definitions. Capitalized terms used herein without definition have the meanings ascribed to them in the AGREEMENT.
2. Release of PORT AUTHORITY. The parties acknowledge that (i) in 2008, the PORT AUTHORITY sold the Project and the real property located at 1 Southern Gateway, Gnadenhutten, Ohio upon which the Project is located (the "PROPERTY") to PLYMOUTH FOAM, (ii) the PORT AUTHORITY has been previously released from its obligations under the AGREEMENT, and (iii) the PORT AUTHORITY is no longer a party to the AGREEMENT, as amended hereby.

1 of 7 Village of Gnadenhutten/Plymouth Foam/ Tuscarawas County Port Authority/Gateway Venture Properties, LLC Addendum to their 2006 EZ Agreement

ENTERPRISE ZONE AGREEMENT ADDENDUM #1

- 3. Assignment and Assumption of Real Property Obligations and Benefits. PLYMOUTH FOAM intends to sell the PROPERTY to GATEWAY. The VILLAGE and PLYMOUTH FOAM hereby agree to and assign the real property tax benefits set forth in the AGREEMENT to GATEWAY. From and after the date GATEWAY acquires the PROPERTY, all references to PLYMOUTH FOAM in regard to the real property ownership and real property tax incentives and benefits in the AGREEMENT shall now be interpreted to read as GATEWAY. This recognizes that GATEWAY was not the original party to the AGREEMENT, but that GATEWAY has assumed all responsibilities going forward of PLYMOUTH FOAM effective upon GATEWAY's purchase of the PROPERTY in regard to the real property portion of the AGREEMENT.
4. Personal Property Obligations. The parties hereto acknowledge that the State of Ohio has phased out its tangible personal property tax for business filers, and that the portions of the AGREEMENT relating to personal property tax exemptions are therefore no longer applicable to the parties or the Project.
5. Amendment to Section 9 of the Agreement. It is hereby agreed that the AGREEMENT is amended as follows:

Item #9.), page #5 of the original AGREEMENT reads as follows:

- 9.) "Gnadenhutten" hereby grants "Port Authority" a tax exemption for real property improvements made to the PROJECT site pursuant to Section 5709.62, 5709.63 or 5709.632 of the Ohio Revised as follows:

Table with 2 columns: Year of Tax Exemption, Tax Exemption Amount. Rows: Year #1 (75%), Year #2 (75%), Year #3 (75%).

2 of 7 Village of Gnadenhutten/Plymouth Foam/ Tuscarawas County Port Authority/Gateway Venture Properties, LLC Addendum to their 2006 EZ Agreement

ENTERPRISE ZONE AGREEMENT ADDENDUM #1

Each identified project asset will receive a six year exemption period. Further if Plymouth Foam meets or exceeds its Job Creation commitment by December 31 of the sixth year of the abatement, then an additional 9 (nine) years of abatement will be granted as follows

Table with 2 columns: Year of Tax Exemption, Tax Exemption Amount. Rows: Year #7 (75%), Year #8 (100%), Year #9 (100%), Year #10 (100%), Year #11 (100%), Year #12 (100%), Year #13 (100%), Year #14 (100%), Year #15 (100%).

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2009 nor extend beyond December 31, 2023. "Plymouth Foam" must file the appropriate tax forms (DTE 23) with the County Auditor.

- 6. Release of PLYMOUTH FOAM. The VILLAGE acknowledges and agrees that PLYMOUTH FOAM has fully and completely performed its obligations under the AGREEMENT and met or exceeded its Job Creation commitment by December 31 of the sixth year of the abatement; and that PLYMOUTH FOAM, together with its shareholders, directors, officers, affiliates and their respective successors and assigns, shall be fully and completely released from any and all obligations under the Agreement upon the closing of the sale of the Property to GATEWAY.

4 of 7 Village of Gnadenhutten/Plymouth Foam/ Tuscarawas County Port Authority/Gateway Venture Properties, LLC Addendum to their 2006 EZ Agreement

ENTERPRISE ZONE AGREEMENT ADDENDUM #1

Table with 2 columns: Year of Tax Exemption, Tax Exemption Amount. Rows: Year #4 (75%), Year #5 (75%), Year #6 (75%).

Each identified project asset will receive a six year exemption period. Further if Plymouth Foam meets or exceeds its Job Creation commitment by December 31 of the sixth year of the abatement, then an additional 4 (four) years of abatement will be granted as follows

Table with 2 columns: Year of Tax Exemption, Tax Exemption Amount. Rows: Year #7 (75%), Year #8 (75%), Year #9 (75%), Year #10 (75%).

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2009 nor extend beyond December 31, 2018. "Plymouth Foam" must file the appropriate tax forms (DTE 23) with the County Auditor.

This item should be amended to read as follows:

- 9.) "Gnadenhutten" hereby grants GATEWAY a tax exemption for real property improvements made to the PROJECT site pursuant to Section 5709.62, 5709.63 or 5709.632 of the Ohio Revised as follows:

Table with 2 columns: Year of Tax Exemption, Tax Exemption Amount. Rows: Year #1 (75%), Year #2 (75%), Year #3 (75%), Year #4 (75%), Year #5 (75%), Year #6 (75%).

3 of 7 Village of Gnadenhutten/Plymouth Foam/ Tuscarawas County Port Authority/Gateway Venture Properties, LLC Addendum to their 2006 EZ Agreement

ENTERPRISE ZONE AGREEMENT ADDENDUM #1

sole/single member, has caused this instrument to be executed on this 21st day of April, 2016, INDIAN VALLEY by its TREASURER. has caused this instrument to be executed on this 2nd day of MAY, 2016.

Village of Gnadenhuetten:

By: David G. Zimmerman (Mayor)
David G. Zimmerman (Mayor)
By: Kim Schulz (Fiscal Officer)

Tuscarawas County Port Authority:

By: Susan Edin per HE
Susan Edin per Harry Edin (Executive Director)

Plymouth Foam, Inc.:

By: [Signature]
[Signature] (Title)

ENTERPRISE ZONE AGREEMENT ADDENDUM #1

- 7. Approvals. VILLAGE, PLYMOUTH FOAM, INDIAN VALLEY, and GATEWAY acknowledge that this Addendum must be and hereby is approved by both INDIAN VALLEY and the VILLAGE as a condition precedent to the effectiveness hereof.
8. Compensation to VILLAGE. As a material inducement to enter into this Addendum, GATEWAY shall pay to VILLAGE the annual sum of Four Thousand and 00/100 (\$4,000) from the date of this Addendum until such time as the tax exemption provided to GATEWAY pursuant to this Enterprise Zone Agreement expires.
9. Compensation to INDIAN VALLEY. As a material inducement to enter into this Addendum, GATEWAY shall also pay to INDIAN VALLEY the annual sum of Fifteen Thousand and 00/100 (\$15,000) from the date of this Addendum until such time as the Tax Exemption provided to GATEWAY pursuant to this Enterprise Zone Agreement expires.

10. All other terms and conditions of the AGREEMENT not expressly modified herein remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE by its Mayor with the approval of Village Council and pursuant to (Ordinance/Resolution) No. 838, has caused this instrument to be executed this 2nd day of May, 2016, the PORT AUTHORITY by its Executive Director, has caused this instrument to be executed on this 2nd day of May, 2016. PLYMOUTH FOAM by its President, has caused this instrument to be executed on this 21 day of April, 2016. GATEWAY by, its

ENTERPRISE ZONE AGREEMENT ADDENDUM #1

Gateway Venture Properties, LLC:

By: Patricia M. Cappella
Sole Member
(Single/Sole Member)

The Indian Valley Local School District

By: [Signature]
Print Name: BRAD MAHELM
Its: TREASURER

**RESOLUTION (434-2016) APPOINT DARLENE FINZER-TUSCARAWAS COUNTY
UNIVERSITY BRANCH DISTRICT BOARD OF TRUSTEES**

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to appoint Ms. Darlene Finzer to the Tuscarawas County University Branch District Board of Trustees to fulfill the unexpired term of Ms. Zoe Ann Kelly who resigned as of March 1, 2016. Ms. Finzer's term will expire January, 2017.

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

RESOLUTION (435-2016) SET VIEWING/HEARING ROAD VACATION-MILL TOWNSHIP

IN THE MATTER OF THE VACATION OF TWO ALLEYS IN WALTER S. KILPATRICK'S SUBDIVISION MILL TOWNSHIP, TUSCARAWAS COUNTY, OHIO FIXING TIME AND PLACE OF VIEW AND FINAL HEARING AND NOTICE ON PUBLIC ROAD VACATION.

The Board of Tuscarawas County Commissioners met in regular session on the 9th day of May, 2016, with the following members present: Kerry Metzger, Chris Abbuhl Belle Everett.

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

Whereas, a petition signed by the Mill Township Board of Trustees passed on March 15, 2016, has been presented to the Board of Commissioners requesting the Board to vacate two (2) alleys in Walter S. Kilpatrick's Subdivision, in Mill Township, Tuscarawas County, Ohio;

Resolved, that Monday June 6, 2016 at 10:00 AM, shall be fixed as the date and time for the Board of Commissioners to view the proposed vacation, on which date the Board will meet at the site to review the requested vacation;

And it be further Resolved, that Monday the 6th day of June, 2016 at 1:30 PM, shall be fixed as the date of the final hearing at the offices of the Tuscarawas County Commissioners;

It is further Resolved that the Clerk of this Board is directed to give notice of the time and place for both the view and the hearing, by publication, once a week for two consecutive weeks in *The Times-Reporter*, a newspaper published and having a general circulation in Tuscarawas County.

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

**RESOLUTION (436-2016) AUTHORIZE PARTICIPATION ODOT WINTER CONTRACT-
ROAD SALT**

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

WHEREAS, the TUSCARAWAS COUNTY COMMISSIONERS (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-17) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 2000 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2016 through March 31, 2017; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Wednesday, June 1, 2016. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

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

RESOLUTION (437-2016) ACCEPT CONTRACT CSEA-WEST PUBLISHING

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to accept the participation agreement between the County Commissioners Association of Ohio, the Tuscarawas County Board of Commissioners, the Tuscarawas County CSEA and the Ohio CSEA Director's Association for the period June 1, 2016 through May 31, 2017 for location services for Non-Custodial Parents.

PARTICIPATION AGREEMENT REGARDING THE USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING CORPORATION WHICH WAS EXECUTED IN FEBRUARY 2015

This Participation Agreement, regarding the locations services for Non-Custodial Parent through public records data to be performed by West Publishing Corporation (CLEAR), is entered into for usage of the program as of June 1, 2016 through May 31, 2017, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and the Board of County Commissioners, Tuscarawas County, an entity under the auspices of the political subdivision of the State of Ohio ("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced employment verification services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of said agreements;

WHEREAS, in response to such information a Request for Proposals ("RFP") was developed and issued in June 2014 that solicited bids for "Locate Non-Custodial Parent Service primarily focused on Prison Data". Notice of the RFP was forwarded to 4 different companies (most companies identified during the last RFP did not provide this service) identified by OCDA as possible providers of this service, was advertised in the Columbus Dispatch for 2 successive weeks, June 5 and June 12, 2014, and was posted on the [OCDA](http://www.ocda.com) website;

WHEREAS, two proposals were timely received from Appriss, Inc. and Thompson Reuters/CLEAR. It was determined that Appriss, Inc. provided the best proposal based upon direct access to location information for incarcerated obligor parents. It was determined that West Publishing Corporation offered the best direct access to location and asset information for obligor parents who were not incarcerated.

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, in February 2015 an Agreement was executed by representatives of West Publishing Corporation and by representatives of CCAOSC and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is needed to provide location service(s) at a statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION I. DEFINITIONS

Manager - the Ohio CSEA Directors' Association hereinafter referred to as OCDA which will be responsible for all of the administrative activities and expenses associated with the administration of the Agreement.

Participant(s) - an Ohio county which is a member of the CCAO as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a County Based program in need of location services for prison data to fulfill their responsibilities. If another agency is providing services through contract with the local family services agency that requires usage of location services for prison data, that agency may be a participant if it is requested by the county family services agency contracting with the non family services agency for the services. A Participant must be: i) a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency; or ii) an Key Partner membership for a family services agency which does not include a child support enforcement agency.

Program - the use of the potential location leads for parents who are currently participants in a family services program

Program Term - the period commencing March 1, 2015 and ending on May 31, 2017.

Agreement - that certain contract effective March 1, 2015 between West Publishing Corporation and CCAOSC for locations services for non-custodial parent through public records data in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2017, with the potential for two (2) additional two (2) year agreements. Any subsequent Agreements will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant agrees to

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users after June 1, 2016 with the understanding that they will be added at a rate of \$26 per user per month and can only be added once there is a block of 5 total users to add to the total contract.
4. Pay a program administrative expense to the Manager of \$80.00 per user per contract period for each user of the service. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2016 until May 31, 2017. The program administrative expense will be invoiced in the month of June 2016. Participants are not responsible for any interest on delayed payments, but agree to be as timely as possible in the processing of said payments.
6. Notify the Manager no later than March 15 of each year if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next year.
7. Maintain the list of users with access to West Publishing Corporation under the current web based system. Any deletions should be provided within one week of intention to delete the user.

B. County Commissioners Association of Ohio Service Corporation agrees to

1. Be bound by the terms and conditions of the Agreement.
2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.

3

2. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation. Vendor understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency Regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

3. ENERGY POLICY AND CONSERVATION ACT

Vendor agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and Manager pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION

By: _____

209 East State Street
Columbus, Ohio 43215

COUNTY OF TUSCARAWAS Board of Commissioners

BY: Kerry Metzger
Kerry Metzger, President

Date of Adoption of Approving Board Resolution May 9, 2016

Address:
125 E. High Ave., Room 205
New Philadelphia, OH 44663

4. Give Participant written notice no later than March 15 each year if it determines that will not continue the current agreement or enter into a new agreement after May 31, 2017.
5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement under Section 8 of such Agreement.
6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard CCAOSC and Manager agrees to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio CSEA Directors' Association aka Manager agrees to

1. Be bound by the terms and conditions of the Agreement.
2. Assist in the registration and management of users under the Agreement.
3. Assist in the signature of the Participation Agreement.
4. Issue billing statements on a monthly basis. The first one will be for June 1, 2016.

SECTION 3. AMENDMENTS

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change the \$26 per month per user for all periods after June 30, 2016.

SECTION 4. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify Tuscarawas County within one (1) business day should a finding for recovery occur during the Contract term.

4

PARTICIPANT

AGENCY: Tuscarawas County Child Support Enforcement Agency

By: Traci A. Berry
Traci A. Berry, Director

Address:
154 2nd St. NE
New Philadelphia, OH 44663

OHIO CSEA DIRECTORS' ASSOCIATION, INC.

By: _____

1103 Schrock Road, Suite 309
Columbus, Ohio 43229

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

Note: Commissioner Abbuhl explained that normally Robert Stephenson II, Assistant Prosecuting Attorney reviews contracts, however Tracy Berry, Director Tuscarawas County Child Support Enforcement Agency is an attorney and her approval is sufficient.

RESOLUTION (438-2016) PAYMENT OF BILLS

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

911

MNJ Technologies	Supplies	220.00
Xerox	Xerox Charges	167.27
American Electric Power	Tower Electric	190.14
Staley Technologies	Maintenance Contract/Paging System	693.00

Auditor

Treasurer Tusc Co	Fuel	66.28
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Clerk of Courts

Holmes County Treasurer	Meeting	75.00
Staples	Supplies	61.45
Staples	Supplies	159.99

Commissioners

Blasenhauer Plumbing	Repairs	8,259.70
Tuscora Electric	Supplies	302.36
Blasenhauer Plumbing	Repairs	147.00
Gardiner	Preventative Maintenance	3,555.00
Public Entity Risk Consortium	Premium Payment 3 of 4	20,822.00
NP Postmaster	Business Reply Mail	80.00
NP Postmaster	Business Reply Mail	500.00

Common Pleas

Magistrate Karen Zajkowski	Travel	175.00
Magistrate Karen Zajkowski	Travel	127.72

Community & Economic Development

Scott Reynolds	Travel	15.00
Times Reporter	Display Ad/CHIP Public Hearing #1 PY 2016	151.92

Engineer

Asphalt Materials	Mat'l per bid	9,217.70
Breaker Technology	Repair Parts	1,271.84
Summers Rubber	Repairs/Parts	134.78
Clum Tire	Repairs/Parts	188.00
Stocker Concrete	Concrete	4,250.00
Applied Industrial Technologies	Repairs/Parts	391.11
Kimble Recycling & Disposal	Trash Dumpster/Port & NP	56.05
Liniform	Garage Uniform Rental	157.48
Frontier Communications	Phone Service	152.59
Truck Sales & Service	Repairs/Parts	80.94
Terminal Supply	Repairs/Parts	311.16
Twin City Automotive	Repairs/Parts	376.56
Stony Point Supply	Bridge & Culvert Supplies	2,108.49
Holmes Oil Distributing	Oil & Grease Products	369.60
Walton Auto Parts	Repairs/Parts	475.95
Stocker Trucking	Repairs	1,945.00
Fenton Brothers	Repairs/Parts	30.00
American Electric Power	Electric Service	1,676.16
Dominion East Ohio Gas	Gas Service	426.89
National Lime & Stone	Mat'l per bid	23,360.09
Newton Asphalt	Materials	1,649.70
Advance Auto Parts	Parts	12.99
Fastenal Co	Bridge & Culvert Supplies	131.13

Gemstone Gas & Welding Supplies	Bridge & Culvert Supplies	55.90
Soehnlén Sand & Gravel	Mat'l per bid	122.76
Lowe's Business Account	Bridge & Culvert Supplies	198.10
Independence Business Supply	Supplies	39.12
Triple R Trailer Sales	Repairs/Parts	252.00
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	37.30
Joe Bachman	Travel & Misc Expenses	720.36
Holmes Rental Station	Equipment Rental	315.00
Tusc Construction Supply	Bridge & Culvert Supplies	769.50
Clark Company/Clark Clay	Mat'l per bid	140.60
Snyder Brothers Sales & Service	Parts	199.57
Ziegler Tire	Tires per State Purchasing	407.60
Dover Brake	Repairs/Parts	372.38
Cross Truck Equipment	Repairs/Parts	115.50
Centre Supply	Repairs/Parts	423.43
Allstate Sales of Eastern OH	Repairs/Parts	242.92
Southeastern Equipment	Repairs/Parts	215.14
Stocker Concrete	Concrete per bid	251.60
Job & Family Services		
Elizabeth Renner	Travel & Training	536.99
Tora Miller	Diversion	386.00
First United Church of Christ	FP Appreciation Dinner	822.25
Office Max	Supplies	16.63
Makaya Sherrell	Diversion	167.00
Zashin & Rich	Contract Services	679.30
David Haverfield	Travel	95.68
Elizabeth Benedetto	Travel & Training	36.51
Rachel Cathey	Travel & Training	116.16
Elizabeth Benedetto	Travel & Training	87.40
Rachel Cathey	Travel & Training	193.06
Beverly Gerber	Travel & Training	353.00
Prosecutor		
Michael Ernest	Travel	31.74
Krista Nutter	Travel	24.38
Staples Credit Plan	Supplies	113.60
Sheriff		
Fastenal	Supplies	39.14
Fenton Brothers	Supplies	611.88
Xerox	Xerox Charges	279.96
Simplex Grinnell	Mower Repair	468.60
Staley Technologies	Service Contract/Radios	342.30
University Reference Lab	Drug Testing	18.90
Xerox	Xerox Charges	943.82
Ziegler Tire	Service & Repairs	2,058.37
Hahn Motors Body Shop	Cruiser Repair	337.00
Fisher Scientific	Supplies	444.68
Staples	CCW Supplies	210.90
Ohio BCI & I	CCW Background Checks	6,642.00
RJ Wright & Sons	Gasoline	7,368.71
Avalon	Food	8,662.22
Dutch Creek Foods	Inmate Food	3,242.29
ABCO Fire Protection	Hydra Test Annual Inspections	177.25
Frontier	Maintenance Agreement	6,077.40
Flickinger Piping	Annual Backflow Testing	263.00
Tank Integrity Services	Annual Inspections/Underground Tanks	560.50
East Ohio Orthopaedics	Inmate Medical Treatment	21.35
Dominion East Ohio Gas	Service	2,989.49
Croniser's	Mower Repair	225.90
Lowe's	Maintenance Supplies	262.64
G & L Supply	Supplies	734.46
Veterans		
C Sanders Emblems	Pins	1,423.95
EPS Packaging of OH	Paper Products	74.26
Time Warner Cable	Service	212.56

Verizon Wireless	Cell Phones for Drivers	114.96
Action Now Pest Control	Monthly Pest Control	45.00
Xerox	Copier Charges	273.89
Comdoc	Contract Equipment Charges	154.00
Sterling Solutions	Maintenance Agreement	700.00
Ohio County Veterans Service Comm	Membership	150.00
Tusc Co JFS	Billable Services/Supplies	149.28
Treasurer Tusc Co	Gas/Engineer	313.26

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

OTHER BUSINESS: Commissioner Everett attended the unveiling of a carousel horse statue located in the quadrant at E. High Ave. and Broadway in New Philadelphia, in front of the House of Stones and across from the Tuscarawas County Courthouse complex. During the event Alan Rodriguez, owner of the House of Stones; Rich Geib, New Philadelphia Rotary member; New Philadelphia Mayor Joel Day and other New Philadelphia Rotary members said they would like to have a discussion with the Commissioners to inquire about possibly lighting the Courthouse to highlight the historic building. Commissioner Metzger said there were discussions in the past on this topic. Previously when the courthouse was lit for decoration, it required light bulbs to be changed. County maintenance employees are not permitted to change lightbulbs, he said. Commissioner Everett said it probably would be a different type of lighting, such as LED lighting. Commissioner Metzger said this is something that could possibly be looked into with the Dome Preservation Project. Commissioner Everett said Mayor Day announced the City of New Philadelphia is upgrading the electricity in the downtown square and would like to discuss this with Commissioners as well. Commissioners Metzger and Abbuhl said they would welcome the conversations and explore options.

NO FURTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (439-2016) ADJOURN

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to adjourn at 1:27 p.m. to meet in Regular Session, Thursday, the 12th day of May, 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