

**June 9, 2016**

**Agenda**

*Pledge of Allegiance*

Approve Minutes

Transfer of Funds (2)

Supplemental Appropriation

Interfund Transfer/Advance

Before/After Expenditures

Hindman Checks

Out of County Travel (2)

Dog & Kennel Monthly Report-May

Subsidy Grant Agreement - Dept of Rehabilitation & Correction

Sub grant Award Agreement – OCJS/Sheriff

Approve & Amend Contract-W.E. Quicksall Engineering Services Activities #2, 3 & 4

Support City of New Philadelphia-Clean Ohio Conservation Fund Application

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 9<sup>th</sup> DAY OF JUNE, 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 (539-2016) 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 (540-2016) 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
LEPC	B51-B02	B51-B17	\$161.42	Equipment Contracts
LEPC	B51-B03	B51-B17	\$600.00	Equipment Contracts
LEPC	B51-B03	B51-B06	\$400.00	Contract Services
Water & Sewer	O53-O01	O53-O02	\$35,357.00	USDA-RD Stonecreek Interest

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

**RESOLUTION (541-2016) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
LEPC	B52-B10	B52-B07	\$608.90	Responders Reimbursement

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

**RESOLUTION (542-2016) 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:

<i>Treasurer, Tusc. Co.</i>	<i>Cost Allocation Reimb (Y55-Death Benefit) 3<sup>rd</sup> Qtr.</i>	<i>\$506.00</i>
<i>Treasurer, Tusc. Co.</i>	<i>Cost Allocation Reimb (Insurance Group Health) 3<sup>rd</sup> Qtr.</i>	<i>\$8,853.50</i>
<i>Treasurer, Tusc. Co.</i>	<i>Cost Allocation Reimb (Worker’s Comp Payable) 3<sup>rd</sup> Qtr.</i>	<i>\$6,324.00</i>
<i>Treasurer, Tusc. Co.</i>	<i>Cost Allocation Reimb (Insurance Trust) 3<sup>rd</sup> Qtr.</i>	<i>\$2,529.50</i>
<i>Treasurer, Tusc. Co.</i>	<i>JFS Mandated Share June 2016</i>	<i>\$16,925.50</i>
<i>Treasurer, Tusc. Co.</i>	<i>Regional Planning 3<sup>rd</sup> Qtr.</i>	<i>\$15,250.00</i>
<i>Treasurer, Tusc. Co.</i>	<i>Public Defender 3<sup>rd</sup> Qtr.</i>	<i>\$83,891.50</i>
<i>Treasurer, Tusc. Co.</i>	<i>Community Corrections 3<sup>rd</sup> Qtr.</i>	<i>\$71,550.00</i>
<i>Treasurer, Tusc. Co.</i>	<i>911/Sales Tax Transfer 3<sup>rd</sup> Qtr.</i>	<i>\$375,436.75</i>
<i>Treasurer, Tusc. Co.</i>	<i>Jail Operations 3<sup>rd</sup> Qtr.</i>	<i>\$752,051.25</i>

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

**RESOLUTION (543-2016) BEFORE & AFTER EXPENDITURES**

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

OWDA (Water & Sewer)	19551.62
OWDA (Water & Sewer)	3356.34
OWDA (Water & Sewer)	1689.66
OWDA (Water & Sewer)	7250.00
OWDA (Water & Sewer)	4339.12
OWDA (Water & Sewer)	57017.71
OWDA (Water & Sewer)	23873.44
OWDA (Water & Sewer)	1327.15
OWDA (Water & Sewer)	1501.06
OWDA (Water & Sewer)	1000.52
OWDA (Water & Sewer)	7671.73
OWDA (Water & Sewer)	951.93
Blasenhauer Plumbing (Commissioners)	399.50

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

**RESOLUTION (544-2016) HINDMAN CHECKS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to authorize the President of the Board to sign two Hindman Checks (1) in the amount of \$125.00. These funds will allow a child in the custody of Job & Family Services to attend swimming lessons and (2) in the amount of \$65.00. These funds will allow a child in the custody of Job & Family Services to purchase a yearbook.

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

**RESOLUTION (545-2016) OUT OF COUNTY TRAVEL - COMMISSIONERS**

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

DATE: JUNE 14, 15, 16, 22, & 23, 2016  
TITLE: LEAN OHIO BOOT CAMP  
LOCATION: KENT STATE UNIVERSITY STARK  
ATTENDING: CRYSTAL DIGENOVA  
ANTICIPATED EXPENSE: Mileage only unless county car is available for use.

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

**RESOLUTION (546-2016) OUT OF COUNTY TRAVEL - EMA**

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

DATE: JUNE 24, 2016  
TITLE: EMAO EXECUTIVE BOARD MEETING  
LOCATION: FAIRFIELD CO. EMA  
ATTENDING: PATTY LEVENGOOD  
ANTICIPATED EXPENSE: Use of County Vehicle

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

**RESOLUTION (547-2016) DOG & KENNEL MONTHLY REPORT MAY 2016**

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the following Dog & Kennel report for May 2016.

DOG & KENNEL MONTHLY REPORT	
MAY 2016	
DESCRIPTION:	AMOUNT:
Dogs picked up by Wardens:	31
a.) Owner requested pick up:	1
b.) Strays picked up by wardens:	30
c.) Strays brought in by public:	7
Complaints handled:	119
Dogs brought to pound by owners:	33
Total Number Dogs Euthanized:	10
Owner requested euthanasias:	5
Dog Holdovers:	39
Citations issued:	2
Animal claims:	0
Dogs Sold:	24
Dogs Redeemed:	15
License Sold:	35
License Sold on road by Wardens:	31
License Fees:	\$ 630.00
Pound Fees:	\$ 600.00
Pick up Fees:	\$ 252.00
Euthanasia Fees:	\$ 70.00
Mileage on trucks (1 & 2):	3666
Releases to Rescues:	19

**RECEIVED**  
 JUN 07 2016  
 Lucas County  
 Commissioners Office

Submitted by: Karen Slough - Lucas Co. Dog Wardens

VOTE:

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

**RESOLUTION (548-2016) SUBSIDY GRANT AGREEMENT-Department of Rehabilitation & Correction**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the subsidy grant agreement between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, and Tuscarawas County in the amount of \$160,204.00.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
SUBSIDY GRANT AGREEMENT FOR  
COMMUNITY-BASED CORRECTIONS PROGRAMS  
NON-RESIDENTIAL FELONY**

THIS GRANT AGREEMENT (hereinafter referred to as this Agreement) pursuant to authority in Section 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), 770 West Broad Street, Columbus, Ohio and Tuscarawas County (hereinafter referred to as Grantee), 125 East High Ave., New Philadelphia, Ohio, 44663. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of One Hundred and Sixty Thousand Two Hundred and Four Dollars (\$160,204.00) (hereinafter referred to as Funds), to be paid in four equal installments of \$40,051.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 34-6002853. Total expenditures for Fiscal Year 2017 (07/01/2016 to 06/30/2017) will not in any case exceed \$160,204.00.

This Agreement is for the following programs:

Program Name	Application Identifier	Amount
Intensive Supervision	407-ISP-2017-App-TuscCPAPD-00133	\$ 100,028
PSI	407-PSI-2017-App-TuscCPAPD-00134	\$ 31,000
Prosecutorial Diversion	407-PD-2017-App-TuscCPAPD-00135	\$ 29,176
		\$
		\$
		\$

If an above "Program Name" includes a title for Pre-Sentence Investigation (PSI) services, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of R.C. 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for the Ohio Risk Assessment System (ORAS).
  - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the automated ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2017. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's application in response to Grantor's Community Correction Act Grant Application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community Non-Residential Felony Programs subsidy (407) budget amount for Fiscal Year 2017. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's proposal. The modified Funds shall be determined within the Grantor's discretion.
4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application's (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant Application which are attached hereto and incorporated herein, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The comprehensive plan which is part of the Grantor's application is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.
5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.
6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

- 7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.
- 8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of budgeted funds quarterly and tracking expenditures of Funds. Purchases made with the Funds shall be in accordance with county/state/municipal competitive bidding requirements.
- 9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
- 10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
  - A. Statistical records for the term of this Agreement in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to pre-sentence investigation grants.
  - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30, 2017.

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

- 1. **Compliance:** All expenditures made by the Grantee with Funds shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the

Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

- 12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

- 13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Bureau of Community

Sanctions.

- 24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 26. **Finding for Recovery:** Grantee warrants that it is not subject to an "unresolved" under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void ab initio and Grantee shall immediately repay to Grantor any funds paid under this Agreement.
- 27. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 28. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

- 14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay to the Attorney General any Funds paid under this Agreement.
- 15. **Standards:** The Grantee shall comply with the standards for subsidy awards to municipal corporations and counties as set forth in R.C. 5149.31, R.C. 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
- 16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantor's funding source.
- 17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- 18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- 19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of R.C. 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of R.C. 3517.13.
- 20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- 21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
- 22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

VOTE:

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

RESOLUTION (549-2016) SUBGRANT AWARD AGREEMENT - OCJS/SHERIFF

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the subgrant award agreement between the Ohio Office of Criminal Justice Services and the Tuscarawas County Sheriff's Office and authorizes the President of the Board to sign.



- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



John R. Kasich, Governor  
 John Born, Director  
 Karlton F. Moore  
 Executive Director

Office of Criminal Justice Services  
 1870 West Broad Street  
 P.O. Box 182632  
 Columbus, Ohio 43218-2632  
 (614) 466-7782  
 www.ocjs.ohio.gov

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2015-DL-LEF-5822

Title: L.E.A.D Drug Task Force

In accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF) as enacted by the 127th General Assembly of Ohio in House Bill 562 on September 23, 2008 and as set forth in Ohio Revised Code Section 5502.68 Ohio Drug Law Enforcement Application 2015, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Tuscarawas County Board of Commissioners		
Implementing Agency:	Tuscarawas County Sheriff's Office		
Award Periods:	07/01/2016 to 06/30/2017		
Closeout Deadline:	08/29/2017		
Award Amounts:	OCJS Funds:	\$23,937.61	75%
	Cash Match:	\$7,979.20	25%
	Inkind Match:	\$0.00	
	Project Total:	\$31,916.81	100.00 %

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

Karlton F. Moore, Executive Director  
 Ohio Office of Criminal Justice Services

6/2/16  
 Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

Commissioner  
 Tuscarawas County Board of Commissioners

6/9/16  
 Date:

\_\_\_\_\_  
 Sheriff  
 Tuscarawas County Sheriff's Office

Date: \_\_\_\_\_

Mission Statement

To save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available.

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

**RESOLUTION (550-2016) AUTHORIZE/AMEND CONTRACT-W.E. QUICKSALL  
ENGINEERING SERVICES - B-F-15-CT-1**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to authorize a contract with W.E. Quicksall & Associates, Inc. in the amount of Thirty-Seven Thousand Four Hundred Twenty Five dollars and Seventy Cents (\$37,425.70) that was signed on April 26, 2016. This will also authorize an amendment contract with W.E. Quicksall & Associates, Inc. in the amount of Fifty-Five Thousand Seven Hundred Twenty-Five Dollars (\$55,725.00). The amendment is to Modify Activity #3 – Village of Gnadenhutten Street Improvements to add improvements on additional streets from a total project cost of \$104,345.00 to a total project cost of \$226,490.00, due to the Village recently being approved for funding from the Ohio Public Works Commission (OPWC). The Village of Gnadenhutten will reimburse the County Eighteen Thousand Three Hundred Dollars (\$18,300.00) for the amended amount of said contract.

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

**RESOLUTION (551-2016) SUPPORT CITY OF NEW PHILADELPHIA CLEAN OHIO  
CONSERVATION FUND APPLICATION**

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

**BOARD OF COMMISSIONERS  
TUSCARAWAS COUNTY, OHIO**  
*Resolution of Support*

**WHEREAS**, the Clean Ohio Conservation Fund provides grant assistance to the State of Ohio for Conservation purposes, and

**WHEREAS**, the Mayor of the City of New Philadelphia desires grant assistance from the Clean Ohio Conservation Fund for the Crider Avenue Land Acquisition project, and

**WHEREAS**, the Clean Ohio Conservation Fund application process requires support from the County in which the subject property is located, and

**WHEREAS**, all the Crider Avenue Land Acquisition project is located in Tuscarawas County, and

**WHEREAS**, the City of New Philadelphia have provided the Tuscarawas County Commissioners with a description of the Crider Avenue Land Acquisition project

**NOW, THEREFORE, BE IT RESOLVED** by the Tuscarawas County Commissioners to support the Crider Avenue Land Acquisition project.

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

**RESOLUTION (552-2016) PAYMENT OF BILLS**

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

<b>911</b>		
Staley Technologies	Tower Repair	3,377.65
American Electric Power	Tower Electric	205.36
Staley Technologies	Maintenance Contract/Paging System	693.00
<b>Auditor</b>		
Treasurer Tusc Co	Fuel	49.75
<b>Child Support</b>		
Sean Miller	Travel	270.04

**Clerk of Courts**

Staples	Supplies	64.59
Staples	Supplies	81.99

**Commissioners**

Times Reporter	Legal Ad/Brine Permit	34.10
Audio Visual Innovations	Hovercam Ultra	409.00
Frontier	Service/330.364.6775.041416.5	42.64
Medicine Shoppe	TB Meds	57.94
Staples Business Advantage	Supplies	59.37
Office Max	Supplies	246.60
R & S Truck Caps	Truck Cap/Bed Liner & Slider/Auditor	1,452.99
Ohio State University Extension	2 <sup>nd</sup> Quarter/2016	52,623.50
Frontier	Service/216.010.9884.031475.5	69.70
Lowe's Business Account	Supplies	246.16
Arthur J Gallagher RMS	Bond/Jeanne Stephen	100.00
Go Shred	Shredding Services	150.00
John's Sweeper Service	Supplies	47.97
Kayline	Supplies	379.42
OMEGA	Registration/Everett	20.00

**Common Pleas**

Elizabeth Stephenson	Travel	575.00
Marcia Loebick	Interpreter	278.20

**Community & Economic Development**

Ohio EPA c/o Treasurer of State of OH	Permit Fee/B-C14-1CT-2	200.00
4 Imprint Inc	Fair Housing Promo Items/Block Grant	4,266.48
Hina Environmental Solutions	Lead & Risk Assessment/CHIP 2014	440.00
Times Reporter	Public Hearing #2/CDBG 2016	291.50

**Dog Pound**

Lowe's	Supplies	189.18
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**Engineer**

RJ Wright & Sons	Gas & Fuel Oil per bid	14,130.09
Newton Asphalt Paving	Pave & Waterproof WAS-357-209	14,404.50
Koorsen Fire & Security	Fire Extinguisher Inspection/Repair	1,012.77
Kimble Clay & Limestone	Mat'l per bid	1,766.76
Balco Machine	Repairs/Parts	315.55
National Lime & Stone	Mat'l per bid	2,512.70
Fastenal	Bridge & Culvert Supplies	381.75
The McClean Co	Repairs/Parts	443.50
Ohio Machinery	Repairs/Parts	169.55
Cross Truck Equipment	Repairs/Parts	38.50
Holmes Wayne Electric	Electric/Dundee	8.20
Liniform	Garage Uniform Rental	130.50
Martin Quarry	Mat'l per bid	252.04
Liniform	Supplies	54.25
Stocker Trucking	Repairs	4,615.00
Leppo	Parts/Repairs	6.00
Holmes Oil Distributing	Oil & Greases Products	3,325.20
Centre Supply	Repairs/Parts	1,047.14
Twin City Automotive	Repairs/Parts	110.22
Truck Sales & Service	Repairs/Parts	174.30
Starlight Enterprises	Office Cleaning	424.00

**Job & Family Services**

First Communications	Long Distance	356.00
Verizon Wireless	Cell Phone Bill	736.03
Beth Kiggans	Travel	62.30
Green Acres Lawn & Landscape	Mow & Trim	308.00
Action Now Pest Control	Pest Control	55.00
Simpson Heating & Cooling	Sealing All Exterior Ductwork	1,234.25
Kimble Company	Landfill Fee	22.00
Yellow Pages	Advertising	4.56
AT & T	Advertising	4.44
Candy Halstead	Travel	18.00
Natalie Stephen	Travel	10.79
Mary Sheridan	Travel	36.29
Amy Adkins	Travel	14.15
Mary Jo Fragasse	Travel & Training	100.73
Tracy Wimer	Travel	12.54
Nicole Peoples	Travel	13.10
Joyce Barker	Travel	69.00
Ashley Eick	Travel	21.12
Tammy Cairns	Travel	12.33
Rachel Cathey	Travel & Training	355.87
Gayle Hahn	Travel & Training	109.11
Melani Jones	Travel	23.82
Shannon Weekley	Travel & Training	779.76
Robb Rectanus	Travel & Training	337.88

Jaime Grunder	Travel & Training	512.49
Beverly Gerber	Travel & Training	417.18
Stacia Stevens	Travel & Training	302.30
Gabrielle Weingarth	Travel	261.87
Kathy Fisher	Travel	482.82
Heather Miller	Travel	195.18
Business Card	Lodging	622.65
Elizabeth Renner	Travel & Training	334.76
Joseph & Aron Satterfield	Frame Transportation	76.54
Dennis & Jeanne Hostetler	Transportation	235.52
Rachel McLandsborough	Travel	9.00
Brittany Havlin	Travel	15.00
Debra Whitney	Travel	27.93
Natalie Zimmerman	Travel & Training	764.93
Trudy Lewis	Travel	119.60
Lowe's Business Account	Maintenance Supplies	135.15
Laura Burton	Travel & Training	924.66
Pathway Caring for Children	FP Training Stipend	220.00
Robert & Molli Hayes	FC Clothing Expense	301.01
Evan & Cherylann Meredith	FC Senior Expenses	1,223.16
Indian Valley High School	FC Lost Charger to Chromebook	20.00
Raymond & Laura Miller	Water Sample Test	60.00
Christopher & Stacy Troyer	FC Clothing Expense	60.66
Joseph & Aron Satterfield	FC Clothing Expense	61.83
Danny & Mary Stevenson	FC Clothing Expense	300.00
Bridgeway Home	FC Clothing Expense	152.54
Dennis & Jeanne Hostetler	FC Clothing Expense	53.22
Jacob & Esther Mast	FC Clothing Expense	39.89
Raymond & Laura Miller	FC Clothing Expense	86.84
Aaron & Chevelle Barger	FC Clothing Expense	24.29
Christian Children's Home of OH	FC Clothing Expense	148.28
Mary & Raynah Abbuhl et al	Boarding Home Payroll	28,089.55
East Central Ohio ESC	FC Tutoring	400.00
Moravian Early Learning Center	Kinship/Daycare	60.00
Chrysalis Counseling Center	Court Testimony	107.00
Moravian Early Learning Center	Kinship/Daycare	390.00
Chrysalis Counseling Center	Kinship/Assessment	875.00
East Central Ohio ESC	Kinship/Tutoring	40.00
John Reed	Kinship/Dressers	680.00
Newtowne Bed Center	Kinship/Mattresses	738.00
Alisha McCaslin	Kinship/Respite	240.00
Simon & Katie Yoder	Transportation	149.04
Dennis & Jeanne Hostetler	Transportation	47.38
Clear Communications	Interpreter	1,242.00
Tusc Co Health Dept	Birth Certificates	275.00
<b>Park Department</b>		
Kimble Co	Limestone for Trail	381.60
<b>Recorder</b>		
Xerox	Base Copy Charge	175.86
Xerox	Contract Service	4,153.50
<b>Sheriff</b>		
RJ Wright & Sons	Gas	8,134.30
Zashin & Rich	Legal Services	1,342.80
Vance Outdoors	Ammunition	1,147.75
Seana Todd	Travel	206.44
Michelle Scott	Travel	135.24
Staples	Supplies	344.88
Staley Technologies	Service Contract/Radios	342.30
Robert Anders	Supply Reimbursement/Jail	3.07
Lowe's	Supplies	124.37
Helblings	Supplies	276.90
Hajoca Corp	Plumbing Supplies	305.88
Dominion East Ohio Gas	Natural Gas	2,724.91
Dutch Creek Foods	Inmate Food	4,717.18
Avalon	Food	7,082.27
<b>Treasurer</b>		
Tusc Co IT Dept	Supplies	629.89
RWL Services	Cigarette License Receipt Books	83.01
F & E Payment Pros	Cannon Check Scanner	2,697.00
F & E Payment Pros	Cannon Check Scanner	1,330.00
<b>Water &amp; Sewer</b>		
Mission Communication	Service Renewal	1,042.20
Missions Communication	Service Renewal	5,774.40
Operator Training Committee of OH	Training/Education	85.00
Operator Training Committee of OH	Training/Education	100.00
Frontier	Service	191.64
Holmes Wayne Electric	Service	826.00
OUPS	Manual Call Outs	8.00

Hydraflo	Materials	270.66
Columbia Gas	Utility	242.62
Frontier	Service	54.72
Crossroads Hardware	Materials	10.14
Enger	Materials	139.91
Complete Hydraulic Services	Materials	79.50
Coshocton Environmental Testing	Lab Services	180.00
CSEAO	Registration	75.00
Crossroads	Materials	12.09
Enger Auto	Materials	10.49
Crossroads	Materials	16.95
Cintas	Uniform Rental	728.62
The Wheeling & Lake Erie Railway Co	Lease/License	360.00
HD Supply	Materials	1,622.78
USDA RD	Principal 92-08 Stone Creek	14,300.00

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

OTHER BUSINESS: Commissioner Abbuhl noted that he has contacted the Ohio History Connection regarding the availability of potential funding for the Dome Restoration Project.

Commissioner Everett recognized Midvale Mayor Vera Wilson for her hard work, enthusiasm, and drive to make the Village of Midvale what is today. Mayor Wilson will be stepping down after 26 years of service. Tonight will be her final meeting. There will be a parade honoring Mayor Wilson on June 23<sup>rd</sup>. Commissioner Abbuhl congratulated her and expressed what a nice tribute the parade will be.

**NO OTHER FURTHER COMING BEFORE THE BOARD.**

**RESOLUTION (553-2016) ADJOURN**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to adjourn at 9:13 a.m. to meet in Regular Session, Monday, the 13<sup>rd</sup> day of June, 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 Hewitmschneider  
Clerk of the Board