

February 26, 2015

Agenda

Pledge of Allegiance

9:15 Jill Lengler Flood Plain Permit (Haz. Mitigation Grant)
 9:20 David Haverfield Replacement Hires (2)

Approve Minutes

Before/after Expenditures

Supplemental Appropriations (1)

Transfer of Funds (1)

Temporary Cash Advance

Travel – EMA

Travel – OCED

Travel – JFS

Road Maintenance Agreement – Millwood Lumber (CR 28, 29,30, 32, 33)

JFS Director's Salary Increase

JFS Non-Bargaining Staff Increase

Rural Action Amended MOU (AmeriCorp)

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY, THE 26TH DAY OF FEBRUARY, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett
 Kerry Metzger
 Chris Abbuhl

Commissioner Everett presiding.

The Lord's Prayer was said.

The Pledge of Allegiance was said.

RESOLUTION (193-2015) APPROVE MINUTES

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

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

Discussion: Commissioner Metzger questioned the amount of before/after expenditures. He is concerned that department heads consider before/after expenditures as automatically approved. He would like to direct the Clerk of the Board to send a letter to the department heads to let them know this is unacceptable unless they attach a legitimate reason to it. Commissioner Abbuhl stated there usually is a legitimate reason but they should try to limit the requests. A letter will be sent.

RESOLUTION (194-2015) BEFORE/AFTER EXPENDITURES

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

Kimble Recycling & Disposal (W/S)	659.81
“ “	530.45
Mario Gaitanos (W/S)	1250.00
Holdsworth Ind. Fab (W/S)	250.00
Village of Tuscarawas (W/S)	1531.83
UIS (W/S)	389.25
Standard Plumbing & Heating (W/S)	315.00
“ “	540.60
Village of Tuscarawas (W/S)	2577.98
Twin City Water & Sewer (W/S)	4716.99
Twin City Water & Sewer (W/S)	17,500.00
Reidl’s (W/S)	210.08
Tusc. County Health Department (Sheriff)	918.00
Xerox Corporation (Recorder)	162.74
OCPOA (Community Corrections)	300.00
Cristal Studer (Community Corrections)	288.87
Union Hospital (TB)	343.63
Mel Peters towing (So. Court)	400.00
Quill (So. Court)	179.99
Blasenhauer Plumbing & Heating (OCED)	1002.00
Vista SG (Probate/Juvenile)	3562.50
Courtview (Probate/Juvenile)	2450.00
Alarm Masters (Sheriff)	591.00
Poly-Tech Association (Sheriff)	260.00
JW Cookson (Engineer)	542.92
AT&T (Southern Court)	194.85
Glacial Energy (W/S)	1991.04

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

RESOLUTION (195-2015) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following supplemental appropriation contingent upon receiving detailed information from Scott Reynolds, Director of the Office of Community & Economic Development Office regarding the nature of the 3 change orders as to whether they were part of the original amount and if the Commissioners or Common Pleas is responsible for payment:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Capital Projects	U40-U10	U40-U14	\$1,027.00	Law Library Project

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

RESOLUTION (196-2015) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff	X432-06	X432-04	\$700.00	Equipment
“ “	X532-22	X532-06	\$166.00	Contract Services

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

RESOLUTION (197-2015) CASH ADVANCE – PROSECUTOR’S DRETAC

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve a temporary cash advance from the County General Fund (A00) to the Prosecutor’s DRETAC Fund (S75) in the amount of \$2,053.52. Once funds are received and paid into S75 this cash advance will be re-paid.

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

RESOLUTION (198-2015) ROAD MAINTENANCE AGREEMENT – Millwood Lumber

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the road maintenance agreement with Millwood Lumber Inc. to use Tuscarawas County Road No. 28, 29, 30, 32, 33, from Lauren Road to State Route 258, a distance of 11+- miles for hauling logs for the period beginning February 20, 2015 and ending April 30, 2015. This action is taken upon the recommendation of Joe Bachman, County Engineer.

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

Discussion: Commissioner Metzger asked David Haverfield if a resolution for his salary increase is required as they have been told by legal counsel that approval of the payroll sheet is sufficient. David stated he did not know but he submitted for Resolution based on past practices. Commissioner Abbuhl asked if he needed the Resolution for the State? David said the State does not need a resolution, he was just following past procedures.

RESOLUTION (199-2015) PAY INCREASE – D. Haverfield

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following increase of the Job & Family Services Director’s salary effective January 1, 2015 as follows:

Gross salary increase from \$73,000 to \$75,190.

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

RESOLUTION (200-2015) PAY INCREASE – JFS NON BARGAINING EMPLOYEES

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following increase to be effective January 1, 2015:

Gross salary increase for all non-bargaining unit staff of 3%

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

RESOLUTION (201-2015) OUT OF COUNTY TRAVEL – EMA

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Patty Levengood, Director:

DATE: March 02/May 11/July 13/September 14
LOCATION: Knox County – Central Association Meeting
ATTEND: Patty Levengood
EXPENSE: Use of County Vehicle
REASON: Central Association Meeting – She represents the Central Association at EMAO Meetings.

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

RESOLUTION (202-2015) OUT OF COUNTY TRAVEL – OCED

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Scott Reynolds, Director:

DATE: April 2, 2015
 LOCATION: Ohio Department of Transportation Auditorium 1980 West Broad Street, Columbus
 ATTEND: Kimberly Beans
 EXPENSE: \$128.00
 REASON: PY2015 Community Development Program Application Training

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

Discussion: Commissioner Abbuhl would like Kimberly Beans to utilize the county car if it is available. If it is bad weather he understands she may want to take her vehicle.

RESOLUTION (203-2015) TRAVEL – JFS

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

DATE: 3/3/2015
 TITLE: PCSAO LEGISLATIVE COMMITTEE- 2 days
 LOCATION: COLUMBUS
 ATTENDING: DAVID HAVERFIELD
 ANTICIPATED EXPENSE: Mileage of approximately 0 miles equals \$0, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/4/2015
 TITLE: PCSAO LEGISLATIVE COMMITTEE- 2 days
 LOCATION: COLUMBUS
 ATTENDING: DAVID HAVERFIELD
 ANTICIPATED EXPENSE: Mileage of approximately 234 miles equals \$107.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/5/2015
 TITLE: CULTURAL ISSUES IN PERMANENCY PLANNING
 This workshop will identify the role culture can play in permanency planning and will enhance the worker's cultural competence in serving both children and prospective families. Finally, the workshop will outline the tenets of both the Indian Child Welfare Act and the Multi-Ethnic Placement Act, assuring workers can make placement decisions that meet the needs of children while complying with federal law and State administrative rules.

LOCATION: CAMBRIDGE
 ATTENDING: ROBB RECTANUS
 ANTICIPATED EXPENSE: Mileage of approximately 84 miles equals \$38.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/6/2015
 TITLE: CULTURAL ISSUES IN PERMANENCY PLANNING -- ABOVE
 LOCATION: CAMBRIDGE
 ATTENDING: ROBB RECTANUS
 ANTICIPATED EXPENSE: Mileage of approximately 0 miles equals \$0, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/11/2015
 TITLE: PLACEMENT STRATEGIES
 201-A5-S Placement Strategies Cheryl Jamison Wednesday, March 11, 2015
 1:00pm-4:00PM ONLY NEORTC
 LOCATION: AKRON
 ATTENDING: KATHY FISHER
 ANTICIPATED EXPENSE: Mileage of approximately 122 miles equals \$56.12, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/11/2015
 TITLE: ADOPTION ASSISTANCE
 201-A4-S Adoption Assistance Cheryl Jamison Wednesday, March 11, 2015

9:00am-12:00pm ONLY NEORTC

LOCATION: AKRON

ATTENDING: KATHY FISHER

ANTICIPATED EXPENSE: Mileage of approximately 122 miles equals \$56.12, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/12/2015

TITLE: WELLS ADOPTION LAW CONFERENCE

LOCATION: COLUMBUS

ATTENDING: GAYLE HAHN

ANTICIPATED EXPENSE: Mileage of approximately 234 miles equals \$107.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/17/2015

TITLE: ENGAGEMENT AND CASE PLANNING WITH OPIOID-INVOLVED FAMILIES

This workshop is designed to provide caseworkers with the knowledge and skills needed in the area of opioid addiction, as well as treatment options for opioid substance abuse. It will include a framework for best practice in client engagement and case planning of these complex cases. The importance of planning for permanency for these children - be that reunification, kinship care, or adoption - will be thoroughly addressed.

LOCATION: CAMBRIDGE

ATTENDING: MAGGIE RENTSCH, JAIME GRUNDER, CINDY MCGUIRE

ANTICIPATED EXPENSE: Mileage of approximately 84 miles equals \$38.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/18/2015

TITLE: INTRODUCTION TO SIGNS OF SAFETY

Participants will walk away with a basic understanding of the Signs of Safety approach to child welfare: what it looks like in the field, and what child protection professionals can do to begin implementing it in their approach. The Signs of Safety approach has had a huge impact on child welfare systems around the world. The approach utilizes solution-focused work to partner with families, while surrounding children with an informed network of people. A variety of engagement tools are utilized to bring forth the children's words as part of the safety plan. Family worries and strengths are mapped out to ensure that solid goals are leading the approach - rather than only considering the complicating factors - to ensure all parties clearly know what is needed to close the case.

LOCATION: CAMBRIDGE

ATTENDING: LAURA BURTON

ANTICIPATED EXPENSE: Mileage of approximately 84 miles equals \$38.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/18/2015

TITLE: SEPARATION, PLACEMENT, REUNIFICATION OF FAMILY CENTERED CPS
118-CW8-S Core (Module VIII) Separation, Placement, and Reunification in
Family-Sister Madeleine Rybicki
Wednesday, March 18, Thursday, March 19 & Friday, March 20, 2015
NEORTC

LOCATION: AKRON

ATTENDING: STACIA STEVENS

ANTICIPATED EXPENSE: Mileage of approximately 122 miles equals \$56.12, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/19/2015

TITLE: INTRODUCTION TO SIGNS OF SAFETY--SEE ABOVE

LOCATION: CAMBRIDGE

ATTENDING: LAURA BURTON

ANTICIPATED EXPENSE: Mileage of approximately 0 miles equals \$0, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/19/2015

TITLE: SEPARATION, PLACEMENT, AND REUNIFICATION OF FAMILY CENTERED
CPS -- SEE ABOVE

LOCATION: AKRON

ATTENDING: STACIA STEVENS

ANTICIPATED EXPENSE: Mileage of approximately 0 miles equals \$0, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/20/2015
TITLE: ACHIEVING PERMANENCY THROUGH INTERAGENCY COLLABORATION
 201-A7-S Achieving Permanency through Interagency Collaboration Zoe Breen-Wood Friday, March 20, 2015 NEORTC
LOCATION: AKRON
ATTENDING: BETH KIGGANS
ANTICIPATED EXPENSE: Mileage of approximately 122 miles equals \$56.12, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/20/2015
TITLE: SEPARATION, PLACEMENT, REUNIFICATION OF FAMILY CENTERED CPS
LOCATION: AKRON
ATTENDING: STACIA STEVENS
ANTICIPATED EXPENSE: Mileage of approximately 0 miles equals \$0, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/24/2015
TITLE: COUNTY READINESS MANAGER'S MEETING
LOCATION: MARYSVILLE
ATTENDING: AMY DOTTS AND NATALIE STEPHEN
ANTICIPATED EXPENSE: Mileage of approximately 258 miles equals \$118.68, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/26/2015
TITLE: 2015 OHIO COUNCIL ON WELFARE FRAUD CONFERENCE AND TRAINING
LOCATION: NEWARK
ATTENDING: TIM HASWELL, STEPHANIE DISCHINGER
ANTICIPATED EXPENSE: Mileage of approximately 152 miles equals \$69.92, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/26/2015
TITLE: QUARTERLY FISCAL MEETING
LOCATION: WOOSTER
ATTENDING: ADAM WILSON AND RACHEL CANNON
ANTICIPATED EXPENSE: Mileage of approximately 72 miles equals \$33.12, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/27/2015
TITLE: 2015 OHIO COUNCIL ON WELFARE FRAUD CONFERENCE AND TRAINING
LOCATION: NEWARK
ATTENDING: TIM HASWELL, STEPHANIE DISCHINGER
ANTICIPATED EXPENSE: Mileage of approximately 152 miles equals \$69.92, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/27/2015
TITLE: OCATS/ COUNTY AGENCY TECHNOLOGY STRATEGY COMMITTEE MEETING
LOCATION: COLUMBUS
ATTENDING: JOE KROCKER
ANTICIPATED EXPENSE: Mileage of approximately 234 miles equals \$107.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 3/31/2015
TITLE: A NEW LOOK AT MARIJUANA USAGE: GROWING LIKE A WEEK
 Marijuana is one of the most commonly used drugs in the United States. Many individuals may consider it to be completely harmless and in fact believe that it should actually be legalized. However, these beliefs do not negate the fact that marijuana is an illegal substance. Despite the growing popularity of marijuana, significant physical and psychological consequences are common with marijuana misuse. Consequently, social services professionals confront unique challenges when working with parents and/or children who engage in marijuana use.
LOCATION: CAMBRIDGE
ATTENDING: MAGGIE RENTSCH, JAIME GRUNDER, CINDY MCGUIRE, MANDY PROSSER, ELIZABETH BENDETTO
ANTICIPATED EXPENSE: Mileage of approximately 84 miles equals \$38.64, or an agency van will be utilized, if available, and meals at \$15.00.

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

Discussion: Commissioner Metzger discussed the MOU for Rural Action. It was explained that the original MOU was approved prior to the AmeriCorp worker beginning employment. They have tweaked the wording in the agreement for clarification purposes. It is basically the same agreement with the same financial amount obligated by the County. It did not change the integrity of the agreement. Huff Run Watershed is the Host Site. The County is the Financial Sponsor.

RESOLUTION (204-2015) MOU – RURAL ACTION AMERICORP (Amended)

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the amended Memorandum of Understanding as follows:



**RURAL ACTION
Sponsor and Fiscal Sponsor
Memorandum of Understanding
Ohio Stream Restore Corps/Rural Action 2014-15**

This document formally recognizes the agreement between Rural Action (Sponsoring Organization) and the Tuscarawas County Commissioners, the Financial Sponsor responsible for providing funds for the member match to host an Ohio Stream Restore Corps Program member(s) in service. The member(s) will perform services to strengthen and supplement efforts to address community needs as specified in the AmeriCorps work plans. The obligations of the parties are subject to the terms and conditions of this Memorandum of Understanding.

The Tuscarawas County Commissioners, as the Financial Sponsor, has requested and been granted the following member slots for the 2014-2015 program year.

___ 1 ___ full-time members (1700 hours)

The Host Site, Rural Action Huff Run/Mud Run Watershed office, (the location where the member will be placed) agrees to implement the Ohio Stream Restore Corps AmeriCorps program in accordance with the AmeriCorps 2014-2015 Program Provisions and the ServeOhio state provisions.

Responsibilities of the Host Site:

- a. Provide new member orientation for member(s) during and no later than the first month of service to the procedures and accepted behaviors of the Host site work place;
- b. Provide the member with an adequate work space and the necessary supplies and materials to effectively perform his/her assigned tasks including computer access, email and web access and other materials;
- c. AmeriCorps members are not staff or interns. They are not assigned to the host site to perform tasks meant for staff or other members of the host site organization. They are national service members assigned to the host site to complete specific tasks outlined in the member position description, approved work plan and aligned with approved performance measures for

Ohio Stream Restore Corps. Any variance from these assigned tasks are to be approved by with the AmeriCorps Director before implementation;

d. Develop a detailed work plan for the member outlining tasks, activities and timelines before start of service. A copy will be provided and approved by the AmeriCorps Director. The work plan will be designed to meet the performance measures set forth by the Ohio Stream Restore Corps program. All amendments to the plan must be approved by the AmeriCorps Director before implementation of changes is begun;

e. Provide overall and day-to-day supervisor of the member including weekly or twice monthly member check-ins to ensure the member is completing assigned activities and making progress on goals outlined in the work plan;

f. Provide support and encouragement to the member as he/she becomes acclimated to AmeriCorps, the host site, assigned tasks and duties and continue that support as needed throughout the member term;

g. Provide training opportunities for the member either within the host site, at outside venues or through Rural Action as required by ServeOhio regulations. Members are required to gain 255 hours of training throughout the program term. In addition, the host site is advised to allow the member to attend scheduled Rural Action trainings unless it is critical for the member to participate in activities elsewhere since it is expected that there will be time when scheduling conflicts arise. It is up to the discretion of the host site supervisor and AmeriCorps Director to make a joint decision where the member should participate in that case;

h. Submit accurate documentation of member service hours, training hours and member activities no later than 5 days after the end of the designated quarter via the Excel spreadsheet distributed for this purpose. In addition, completion of all entries into the OnCorps online reporting system including one Service Report each month submitted no later than the 15th of the following month and approval of member timesheets no later than 5 days after submission by member is required. Completion of all required performance measurements; collection and sharing of member data related to member activities, accomplishments, training hours, volunteer recruitment activities and number of hours served is required;

i. Submission of a corrective action plan is required to the Sponsoring Organization if it is determined that a member is not on track to complete service hours or training hours as soon as the problem is identified. The Host Site supervisor and member will work together to develop the corrective action plan and submit it to the Program Director. The Program Director will provide the plan to ServeOhio for approval. All parties will agree to comply with the plan once it is approved by ServeOhio;

j. Conduct performance evaluations of the AmeriCorps member(s) at 12 weeks, mid-term and at the end of service. These forms will be distributed to the members from the Program Director and it is the responsibility of the Host Site supervisor to ensure the forms are completed and submitted in a timely fashion. The mid-term check-in requires forms be completed by both member and supervisor. After forms are completed member and supervisor will meet to discuss and give feedback to each other. Forms will then be provided to the Program Director;

k. Notify the Sponsoring Organization immediately regarding unscheduled termination of conditions of AmeriCorps members, such as arrests, hospitalization, and absences without leave;

l. Allow AmeriCorps members to participate in national and local emergency relief efforts if needed;

m. Allow AmeriCorps members to participate in Days of Service, i.e. Martin Luther King Jr. Day of Service, Make a Difference Day, and National AmeriCorps Week should activities be organized in the communities where the members are in service;

n. Agree not to offer a staff position or initiate a hiring process for a currently serving AmeriCorps member assigned to the Host Site during the duration of that member's term of service;

o. All AmeriCorps members must submit to both an FBI and state background check prior to being accepted into the program. All AmeriCorps members must also sign a Federal Drug-Free Workplace form prior to the beginning of service. All AmeriCorps members will be subject to a check on the National Sex Offenders Public Website before acceptance into the AmeriCorps program;

p. AmeriCorps members are not eligible for unemployment benefits since they are not employees of either the Host Site, Rural Action, the state of Ohio or the federal government;

" The member understands that he/she is not eligible for unemployment compensation based on service in AmeriCorps. The Ohio Department of Job and Family Services has determined that section 414101 (B) (3) (aa) of the Ohio Revised Code and Rule 4141-5-05 of the Ohio Administrative Code excludes AmeriCorps members from coverage under the Ohio Unemployment Compensation Law. This determination does not limit the member's rights to unemployment benefits to which they may be entitled on the basis on any outside employment that is concurrent with their AmeriCorps service."

q. AmeriCorps members are not volunteers, but national service members and are subject to all regulations and provisions of the Corporation for National and Community Service and ServeOhio, Ohio's Commission on Service and Volunteerism;

r. AmeriCorps members do not receive official sick leave or vacation. All scheduled hours missed due to illness must be made up. Time off may be taken by the member with approval of the Host Site supervisor as long as it does not jeopardize completion of the required 1700 hours of service in a 12-month period;

s. Follow all restrictions regarding prohibited activities for AmeriCorps members including Host Site organizations:

Generally, grantee staff and program participants **may not** (1) attempt to influence legislation, including activity related to the appropriations process, or (2) participate in:

- a. attempting to influence legislation;
- b. engaging in partisan political activities or other activities designed to influence the outcome of an election to Federal, state or local public office;

- c. participation in activities that are likely to include advocacy for political parties, platforms or candidates, proposed legislation, or elected officials; and
- d. conducting a voter registration drive.

Individuals **may** exercise their First Amendment rights, including participating in the political process, as long as it is done on their own initiative, on their own time, and using non-CNCS funds and resources. But in doing so, it is very important to avoid even a perception that national and community service staff or participants are engaging in impermissible political activities in those capacities.

Prohibited Activities:

At no time during active service may a member:

- a. Engage in activity that is illegal under local, state or federal law;
- b. Engage in activities that pose significant safety risk to others;
- c. Attempt to influence legislation or an election;
- d. Assist, promote or deter union organizing;
- e. Engage in religious instruction or conduct worship services;
- f. Engage in any form of religious proselytization;
- g. Organize or engage in protests, petitions, boycotts or strikes;
- h. Impair existing contracts for services or collective bargaining agreements;
- i. Participate in or endorse events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, proposed legislation, or elected officials;
- j. Provide a direct benefit to a for-profit entity, a labor union, a partisan political organization;
- k. Engage in partisan political activities or other activities designed to influence the outcome of an election to a public office;
- l. Engage in voter registration drives;
- m. Other activities that the Corporation determines will be prohibited upon notice of the Grantee.

AmeriCorps members may not:

- a. Raise funds for his or her living allowance;
- b. Raise funds for an organization's operating expenses or endowment;
- c. Write grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service, or any other federal agency;
- d. Spend more than ten percent (10%) of her/his originally agreed-upon term of service performing fundraising activities;

The Host Site may not:

- a. Assign AmeriCorps members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for services;
- b. Accept or permit the acceptance of compensation from the AmeriCorps members or from beneficiaries for the service of the AmeriCorps member;
- c. Approve the involvement of any AmeriCorps member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever;
- d. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voters transportation to the polls;

Responsibilities of Rural Action, the Sponsoring Organization:

- a. Assist Ohio Stream Restore Corps Host Site in developing work plans for each assignment and provide support and supervision to AmeriCorps members as needed;
- b. Assist in the provision of pre-service, early service, and in-service training. A member training schedule will be designed for the program year and distributed to Host Site supervisors and member during new member orientation;
- c. Retain full responsibility for the management and fiscal control of the project;
- d. Conduct two formal site visits during the service year (November, July). A formal evaluation tool will be used to assess partnership functions at the conclusion of the program year;
- e. Provide all necessary and accurate program documentation to ServeOhio, the Ohio Commission on Service and Volunteerism in a timely manner;
- f. Meet with Host Site supervisors on a quarterly or as needed basis to analyze the progress of the program toward performance measures and address any Host Site needs;
- g. Engage Host Site supervisors in discussions on program revisions, input into expansion and/or major changes within the program before said changes are implemented unless mandated by ServeOhio or the Corporation for National and Community Service. In that case the Program Director will notify the supervisors as soon as possible of the changes;
- h. The Program Director will maintain open communication with Host Sites via email, telephone or through written documentation on a regular basis to ensure the flow of needed information pertaining to the program is maintained;
- i. The Program Director will maintain an open door policy for members as well as Host Site Supervisors to ensure issues and concerns are addressed in a timely manner and appropriate manner.

Responsibilities of the Financial Sponsor:

- a. As the Financial Sponsor, the Tuscarawas County Commissioners, will provide funds for the member match to host an Ohio Stream Restore Corps member.
- b. Upon receiving an invoice from Rural Action Inc., the Tuscarawas County Commissioners will send **\$7,030** to Rural Action, Inc. for program year 2014-15. The program shall run from August 11, 2014 to August 10, 2015 and will be for one (1) full-time member term equaling 1,700 hours.
- c. Will participate in meetings in connection with the completion of this agreement, planning sessions for work plan development and other activities necessary for successful implementation of this agreement.
- d. When possible, share information and resources that could help and enhance the implementation of the agreement and successful completion of the work plan.

Joint Responsibilities:

- a. Both parties will make every reasonable effort to ensure that the health and safety of the AmeriCorps member is protected during the performance of his/her assigned duties. Neither the Sponsor nor the Host Site shall assign or require an AmeriCorps member(s) to perform duties which would jeopardized the safety or cause injury to the member;
- b. Both parties will ensure that persons selected as AmeriCorps members are not related by blood or marriage to project staff, sponsor staff, or members of the sponsor's Board of Directors or responsible to the Commission on Service and Volunteerism or Corporation program staff;
- c. Both parties will make every reasonable effort to make the member fully aware of the rules, regulations, prohibitions and benefits of service with Ohio Stream Restore Corps and the Host Site including information regarding employment or enrollment in school while serving, the term of service, training and hourly requirements, living allowance and other benefits, the education award on completion of service and the prohibition on receiving unemployment benefits after completion of service;
- d. Both parties will adhere to all regulations concerning non-discrimination and equal opportunity regulations as outlined in federal and state law. Non-discrimination is defined as:

Non-Discrimination Policy:

This program is available to all without regard to race, color, national origin, disability, age, sex, political affiliation, or in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:
Rural Action Inc.

9030 Hocking Hills Drive
The Plains, Ohio.
740-677-4047 or email Candi Withem, AmeriCorps Director at: candi@ruralaction.org
Or:
Corporation for National and Community Service
1201 New York Avenue NW
Washington DC 20525
800-833-3722 (TTY and reasonable accommodation line)
202-565-3465 Fax: eo@cncs.gov (email)

Legal Restrictions:

The Sponsor and Host Site agree that no AmeriCorps member assigned under this Agreement shall participate in or receive funds from the Corporation used in, the following activities when they would result in the identification of such programs with:

- a. Partisan and non-partisan political activities, including voter registration;
- b. Direct or indirect attempts to influence passage or defeat of legislation or
- c. proposals by initiative petition;
- d. Labor or anti-labor organization or related activities;
- e. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

Modifications:

This Memorandum of Understanding may be amended at any time by an Agreement in writing executed by authorized representatives of the Sponsor and the Host Site.

Duration:

This Agreement shall become effective on August 11, 2014, and shall terminate on August 10, 2015, subject, however, to the terms of the paragraphs entitled "Duration" and "Termination" in the Memorandum of Agreement between the Corporation for National and Community Service and the Sponsor dated August 11, 2014

Termination:

Any termination of the Memorandum of Agreement between the Sponsor and the Corporation will result in the termination of all provisions of this Memorandum of Understanding between the Sponsor and the Financial Sponsor.

Financial Contribution:

\$7,030 1st year
\$7,727 2nd year
\$8,439 3rd year
\$23,196 total commitment from Tuscarawas County Commissioners

SPONSOR:

HOST SITE:

By: _____
(Signature)

By: 
(Signature)

Title:

Title: President of the Board
Tuscarawas County Commissioners

Date:

Date: February 26, 2015

VOTE:

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

Discussion: Commissioner Abbuhl asked what the bill Baker for Dublikar Beck Wiley & Matthews for legal services was for. It is for McMorrow vs Tuscarawas County Job & Family Services.

RESOLUTION (205-2015)

PAY BILLS

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

Commissioners

American Electric Power	Electric/JFS	2,567.04	
Times Reporter	R & B Advertising	97.65	
American Electric Power	Electric/JFS light	90.71	
Frontier	Service/339.1855	345.30	
Office Max	Supplies	308.80	
Zashin & Rich	Professional Services	2,257.00	
NP Postmaster	BRM Annual Permit Fees	685.00	
Samuel Faulkner	Legal Fees	2,500.00	
Baker Dublikar Beck Wiley & Matthews	Legal		Fees
	8,381.00		
NP Postmaster	Business Reply Mail	500.00	
Frontier	Service/364.6784	199.74	
American Electric Power	Electric/Veterans	403.76	
MNJ Technologies	Emergency Switch/IT	157.00	
MNJ Technologies	Nuance Dragon Naturally	162.00	
Frontier Communications	Annual Maintenance/Phone System	12,514.84	
Carter Lumber	Supplies	139.80	

Dog Pound

Johnson Auto Service	Service	32.95
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Clerk of Courts

Twin City Chamber of Commerce	Lease	175.00
Comdoc	Lease	240.44
First Data	Service	337.99
First Data	Service	276.92
Frontier	Service	48.81

Common Pleas

Judge Elizabeth Thomakos	Travel	111.32
Staples Credit Plan	Supplies	214.93
Marcia Loebick	Interpreter	253.15

Sheriff

Staley Technologies	Radio Repairs	4.50
Miller's Clothing	Clothing Allowance	200.00

Community & Economic Development

MNJ Technologies	Office Equipment	3,064.00
Tusc Co Health Dept	Well & Septic Inspection/CHIP	290.00

Extermital Termite & Pest Control	Pest Inspection/CHIP	70.00
Tusc Co IT Dept	Supplies	493.87
Quill	Supplies	124.63
Scott Reynolds	Travel	20.00
Public Defender		
Frank Bair	Utilities	367.92
Abigail Schock	OVI Seminar	150.00
David J Tennenbaum	Expert	455.00
David J Tennenbaum	Expert	1,050.00
First Communications	Long Distance	21.55
Juvenile/Probate		
Staples	Supplies	175.89
Vista SG	Maintenance & Support	5,310.00
Treasurer		
Tusc Co Recorder	Tax Lien Release	32.00
Graphic Enterprises	Contract Rate Charge	439.00
Information Technology		
Provantage	Supplies	338.55
MNJ Technologies	Technology Supplies	599.08
Child Support		
Frontier	Fax Service	48.81
Water & Sewer		
CUA	Repairs	1,806.30
USA Bluebook	Sensaphone Autodialer	364.36
Northeast Ohio Natural Gas	Utility	13.96
American Electric Power	Electric	288.54
Times Reporter	Advertisement	98.00
Ream & Haager Lab	Lab Services	107.00
Gemplers	Mater Locks	143.10
Fastenal	Materials	86.39
Gemplers	Light Bar/2015 Chevy	286.35
USA Bluebook	Sensaphone Autodialer	337.25
First Communications	Long Distance	333.35
Dover Utilities	Utilities	334.63
Dover Utilities	Utilities	196.79
American Electric Power	Electric	560.51
Ream & Haager Lab	Lab Services	556.00
Gempler's	Light Bar/F250 4 x 2	286.35
RJ Wright & Sons	Fuel	2,284.61
MCTV	Remote Access	67.83
MCTV	Remote Access	102.12
AT & T	Service	52.91
Job & Family Services		
All About Children	Prevention Grant	670.00
Frontier	Service	568.90
Connie Beckley	FC Medical Supplies	796.90
Guideston	Supervised Visits	1,931.61
Gregory Keck Phd	Therapy	979.45
Florence McNutt	KPIP	525.00
Chrysalis Counseling Center	Assessment	875.00
Northeast Ohio Adoption Services	Adoption Incentive	11,032.40
Agland Coop	Rock Salt	59.90
US Postal Service	Postage by Phone	2,500.00
Cannon IV	Toners	1,428.77
Provantage	Supplies	61.00
Staples Business Advantage	Supplies	39.50
Strasburg Kitchen Wholesale	Countertops for Kitchen	385.85
William Ernest Nedrow	Salt & Plow	2,032.00
Graphic Enterprises	Copier Contract	63.81
Wendy Watkins	Reimb/Overpayment	40.00

Council on Accreditation	Annual Fee	400.00
Horizons of Tuscarawas & Carroll	Transportation	20,620.65

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

Discussion: Jill Lengler (Floodplain Coordinator/Regional Planning Director) was present to request approval of a floodplain permit. This is for the Hazardous Mitigation grant to demolish 3 homes in the floodplain. March 16th there will be 2 more properties. If the City of Dover receives their Clean Ohio funds a person that did not want to mitigate is now willing to with an additional landowner.

RESOLUTION (206-2015) FLOODPLAIN PERMIT – Hazardous Mitigation

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following Floodplain Development permit as recommended by Jill Lengler, Floodplain Coordinator:

**NFIP
FLOODPLAIN DEVELOPMENT PERMIT
Tuscarawas County, Ohio**

Date: February 24, 2015 # 2-1-15

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

Permission is hereby granted to The Tuscarawas County Commissioners
Name
for Demolition of structures and appurtenances, in Dover Township Twp.
Purpose
located at 215 and 225 Canal Rd, 3227 St. Rt. 800, and 491 Potschner Dr. Dover
(Mailing Address)

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

Estimated Cost \$ \$38,000 Elevation of Property 870-871 Ft. (msl)

The information contained in Permit Application Number 2-1-15, as well as on the drawings and Plans for development, are hereby also embodied as part of this permit.

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

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

Reviewed by:	<u>Jill P. Lengler</u> Floodplain Coordinator	<u>February 24, 2015</u> Date
Approved by:	<u>Belle Everett</u> Commissioner	<u>2/26/15</u> Date
	<u>Kerry Metzger</u> Commissioner	<u>2/26/15</u> Date
	<u>Chris Abbuhl</u> Commissioner	<u>2/26/15</u> Date

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

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

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

Discussion: David Haverfield (JFS Director) was present to request 2 replacement hires. These are entry level clerical positions. One is filling a position that was an open vacant position. The other is replacing an employee that resigned. He is recommending Lenore Cardani and Mindy Parsons.

**RESOLUTION (207-2015) PERSONNEL ACTION – L. CARDONI/M. PARSONS (JFS)
Replacement Hires**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the hiring of the following at Job & Family Services as recommended by David Haverfield:

Lenore Cardani as Income Maintenance Aide 2. Lenore will replace Elizabeth Guida, who resigned effective 2/17/2015.

Mindy Parsons as Income Maintenance Aide 2. Mindy will be filling a position that had been left vacant from the green bank. The position is now located in the red bank.

David Haverfield has conducted an independent assessment to determine these applicants meets the minimum qualifications for the positions.

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

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (208-2015) ADJOURN

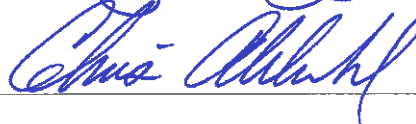
It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 9:26 a.m. to meet in Regular Session, Monday, the 2nd day of March, 2015.

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

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.







Attest: 
Clerk of the Board