

# July 17, 2014

## Agenda

### *Pledge of Allegiance*

9:15 Mike Jones Modification to Agreement – Quicksall – Sandyville WWTP  
Sandyville Drainage Correction – Sandyville Water Transmission Line

Approve Minutes

Before/after Expenditures

Supplemental Appropriations (5)

Transfer of Funds (1)

Travel – JFS

Declare Items Obsolete for Use – Misc

MOU – Rural Action - AmeriCorp

Resolution – Proposing State Surplus be distributed for Road & Bridge Repairs

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY, THE 17<sup>TH</sup> DAY OF JULY, 2014, WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl  
Belle Everett  
Kerry Metzger

Commissioner Abbuhl presiding.

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

### **RESOLUTION (670-2014) APPROVE MINUTES**

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

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

### **RESOLUTION (671-2014) BEFORE/AFTER EXPENDITURES**

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

Bureau Veritas North American (Sheriff)	2240.97
National Lime & Stone (Engineer)	15770.90
Ohio BC&I (Sheriff)	900.00
Sifferlin Animal Clinic (Dog)	129.75

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

**RESOLUTION (672-2014) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Law Library	S020-S99	S020-S11	\$3,025.00	Books
Engineer	K000-K40	K000-K07	\$500.00	Capital Improvements
Auditor/Common Pleas	A018-A00	A002-B30	\$800.00	Ordered Payment
Auditor	U005-U10	U005-U01	\$15,000.00	Tax Sale
Water/Sewer	Q070-Q10	Q070-Q11	\$19,652.98	Transfer Out

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

**RESOLUTION (673-2014) TRANSFER OF FUNDS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Common Pleas	A002-B07	B002-B10	\$1,800.00	Travel

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

**RESOLUTION (674-2014) TRAVEL – JFS**

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

**DATE:** 7/23/2014 AND 7/24/2014  
**TITLE:** MAGI TRAINING  
**LOCATION:** COLUMBUS, OHIO  
**ATTENDING:** AMY ADKINS, DEB WHITNEY, TAMMY CAIRNS, LISA ABBUHL, ANDREA WHITE, JACKIE TRIPP, ELAINE AFFOLTER, LYNN JACOBSEN  
**ANTICIPATED EXPENSE:** Mileage of approximately 234 miles equals \$107.64, or an agency van will be utilized, if available, and meals at \$.

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

**RESOLUTION (675-2014) DECLARE ITEMS OBSOLETE FOR USE – Misc.**

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

DELL DIMENSION 4300S Tower (Switchboard)  
 Serial No. 2YC8611  
 Model # DHS

DELL KEYBOARD (Switchboard)  
 Model: RT7D20  
 Serial No.: CN-04N454-37172-43G-04DK

MOTOROLA RADIO—RADIUS P50 & Charging Base (Switchboard)  
 MODEL: H34GNU3120A  
 S/N: 519FTJ175

Harman/kardon speakers (Switchboard)  
 Serial No.: DS/N C01D430-48220-1C3-05B2

PITNEY BOWES POWER Cord (Switchboard)  
 Model FW1805  
 Serial No.: 016142

Computer Mouse (Switchboard)  
 PN X06-08477  
 Product ID 63618-OEM

Minolta Copier (Commissioners/OCED/Regional Plng/GIS-Map)  
 Model # MDI550  
 Serial # 31714429

Victor Calculator (Commissioners)  
 Model # 1230-2  
 Serial # 99800204

These are broken or obsolete and are not fit for to auction on GovDeals. They will be disposed of in accordance to Ohio Revised Code.

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

**RESOLUTION (676-2014) RURAL ACTION MOU – AMERICORP**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following Memorandum of Understanding as approved by Bob Stephenson, Assistant Prosecuting Attorney:



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

This document formally recognizes the agreement between Rural Action (Sponsoring Organization) and **Tuscarawas County Commissioners** (Host Site) to host an Ohio Stream Restore Corps Program member(s). The member(s) will perform services to strengthen and supplement efforts to address community needs as specified in the AmeriCorps mission and OSRC grant agreement. The obligations of the parties are subject to the terms and conditions of this Memorandum of Understanding.

As the Host Site, **Tuscarawas County Commissioners** have been granted 1 full time (1700 hours) member slots for the 2014-2015 program year.

The Host Site agrees to implement the Ohio Stream Restore Corps AmeriCorps program in accordance with the AmeriCorps 2014-2015 Program Provisions and ServeOhio State AmeriCorps provisions.

AmeriCorps members 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 their member position description and approved work plan, which are aligned with approved performance measures for Ohio Stream Restore Corps.

**Responsibilities of the Host Site:**

- a. To plan with Rural Action and the other OSRC partners to develop and evaluate an integrated strategy for watershed restoration, community education, and market opportunities through local tourism.

- b. Provide new member orientation for member(s) within the first month of service as to the procedures and policies of the Host Site work place.
- c. 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.
- d. With Rural Action OSRC staff, develop a detailed work plan for the member outlining tasks, activities and timelines **before** start of service and which meets OSRC performance measures.
- e. Submit all OSRC members' proposed work plan changes to Rural Action OSRC staff for approval before changes are implemented.
- f. 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.
- g. Work with Rural Action OSRC staff to ensure up to 255 hours of training per member annually, either through the Host Site or through Rural Action and other OSRC partners.
- 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. Communicate immediately any concerns meeting OSRC member service hours to OSRC director.
- i. Conduct performance evaluations of the AmeriCorps member(s) at 12 weeks, mid-term, and at the end of the service.
- j. Notify Rural Action OSRC staff immediately regarding unscheduled termination of conditions of AmeriCorps members, such as arrests, hospitalizations, and absences without leave.
- k. Allow AmeriCorps members to participate in national and local emergency relief efforts if needed and in National Days of Service such as Martin Luther King Jr. Day of Service, Make a Difference Day and National AmeriCorps Week where organized.
- l. Never 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' term of service.
- m. Communicate to all potential AmeriCorps members during any interview of recruitment process the following:
  - Potential members must have FBI, state BCI, and National Sex Offenders Public Website checks completed by members and Rural Action before acceptance into the OSRC program; 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.
  - Members are subject to all regulations and provisions of the Corporation for National and Community Service and ServeOhio.
  - Members do not receive official sick leave or vacation. All scheduled hours missed due to illness must be made up.
  - 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."

- n. Host sites will adhere to all restrictions and monitor members in order to ensure no ineligible political activities are undertaken including but not limited to the following:
  - Attempting to influence legislation;

- Engaging in partisan political activities or other activities designed to influence the outcome of an election to Federal, state or local public office;
  - Participation in activities that are likely to include advocacy for political parties, platforms or candidates, proposed legislation, or elected officials;
  - 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;
  - Conducting a voter registration drive.
  - Attempting to influence the outcome of any election to Federal, state or local office;
  - Any voter registration activity (including transporting voters or prospective voters to the polls); and
  - Attempting to influence legislation.
- o. Host sites will adhere to all restrictions and monitor members in order to ensure no ineligible activities of any sort are undertaken including but not limited to the following:
- Engaging in activity that is illegal under local, state or federal law;
  - Engaging in activities that pose significant safety risk to others;
  - Assisting, promote or deter union organizing;
  - Engaging in religious instruction or conduct worship services;
  - Engaging in any form of religious proselytization;
  - Organizing or engaging in protests, petitions, boycotts or strikes;
  - Impairing existing contracts for services or collective bargaining agreements;
  - Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization;
  - Raising funds for his or her living allowance;
  - Raising funds for an organization's operating expenses or endowment;
  - Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service, or any other federal agency;
  - Spending more than ten percent (10%) of her/his originally agreed-upon term of service performing fundraising activities.
  - Other activities that the Corporation determines will be prohibited upon notice of the Grantee.

**Responsibilities of Rural Action, the Sponsoring Organization:**

- a. Assist Ohio Stream Restore Corps Host Site in developing member descriptions and work plans for each assignment and provide support and supervision to AmeriCorps members as needed.
- b. Provide and assist in the provision of pre-service, early service, and in-service training.
- c. Retain full responsibility for the management and fiscal control of the project.
- d. Conduct two formal site visits during the service year.
- e. Provide a formal evaluation tool to assess partnership functions at the conclusion of the program year.
- f. Manage a larger program evaluation process with a third party evaluator as required.
- g. Provide all necessary and accurate program documentation to ServeOhio in a timely manner.
- h. 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.
- i. Engage Host Site supervisors in discussions on program revisions, input into expansion and/or major changes within the program.
- j. 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.
- k. Maintain an open door policy for members as well as Host Site Supervisors to ensure issues and concerns are addressed in a timely and appropriate manner.
- l. Provide semi-monthly living allowance to members through direct deposit and provide monthly reimbursements for allowable expenses.

**Joint Responsibilities:**

1. 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.
2. 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.

- 3. 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.
- 4. Both parties will adhere to all regulations concerning non-discrimination and equal opportunity regulations as outlined in federal and state law. No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation.
- 6. 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 proposals by initiative petition.
    - c. Labor or anti-labor organization or related activities.
    - d. Religious instruction, worship services, proselytization, or
    - e. Any other religious activity as an official part of their duties.
- 7. Modifications
 

This Memorandum of Understanding may be amended at any time by an Agreement, in writing executed by authorized representatives of the Sponsor and all Host Sites.
- 8. 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.

**Financial Contribution**

\$ 7,030 1<sup>st</sup> year  
 \$ 7,727 2<sup>nd</sup> year  
 \$ 8,439 3<sup>rd</sup> 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: July 17, 2014

VOTE:

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

**Discussion:** The MOU with Rural Action will provide 1 AmeriCorp worker per year for a 3 year period. This person will work 1700 hours a year and will help with the Park Department activities, projects, etc. as well as assist with education presentations and other activities through the Norma Johnson Center and Soil & Water Conservation District. Laura Davis will begin August 11, 2014. She is a Case Western graduate with a degree in biology. She is currently working for the Cleveland Zoo and is very organized and self-taught. Commissioner Everett and Clerk Jane Clay participated in the interview process. The challenge is finding affordable housing for the AmeriCorp members.

**Discussion:** Commissioner Abbuhl presented a resolution proposing to the State Governor that surplus state dollars be distributed as an emergency grant to all local governments in the state of Ohio for repair of local roads and bridges. There has always been a great partnership between the State and County. He is proposing to continue this partnership to help build the infrastructure in our community. The State currently has the maximum amount in the "rainy day" fund with \$1.5 billion and has \$800 million surplus (information gathered from the Office of Budget Management). Of this surplus, \$300 million went towards the Medicaid Reserve Fund and \$229 million towards the Small Business Augmentation Fund leaving \$271 million. He contacted several sources for the total number of roadway miles in the state and divided the \$271 by the total mileage and came to the \$2,658 per mile. He would like to garnish these dollars in order for communities to maintain and repair not only county roads but municipal and township roads as well. He would like this also sent to EODA and OMEGA if approved.

#### **RESOLUTION (677-2014)**

#### **A RESOLUTION PROPOSING TO THE STATE THAT SURPLUS STATE DOLLARS BE DISTRIBUTED AS AN EMERGENCY GRANT OF \$ 2658 PER MILE TO ALL LOCAL GOVERNMENTS IN THE STATE OF OHIO, FOR REPAIR OF LOCAL ROADS AND BRIDGES**

The Board of County Commissioners, Tuscarawas County, Ohio met in Regular Session on this 17th day of July, 2014, in the office of said Board, with the following members present:

Chris Abbuhl, President  
Belle Everett, Vice President  
Kerry Metzger, Commissioner

Mr. Kerry Metzger moved the adoption of the following resolution:

#### **RESOLUTION RELATIVE TO REPAIRING LOCAL ROADS**

**WHEREAS**, Tuscarawas County has 466.70 miles of county roads which is the seventh highest mileage of the 88 counties in the state as well as 273 bridges, 149 large culverts, 2950 small culverts and approximately 325,000 feet of guardrail to maintain;

**WHEREAS**, since 1989 revenues to Tuscarawas County for road and bridge purposes have not kept pace with inflation and are 40.7% below inflationary increases based on the Construction Cost Index published by the Engineering News Record;

**WHEREAS**, gross revenues to the County Engineers Department have declined since 2005, motor vehicle license tax revenues (the number one revenue source for the department) have declined since 2006, and gas tax revenues (the number two revenue source) have declined since 2008 while the cost of construction has continued to climb due to the rising cost of fuel and construction materials;

**WHEREAS**, the winter of 2013 – 2014 was one of the most severe in recent memory and has caused damage to county roads and bridges that current county resources are not able to address;

**WHEREAS**, the municipal corporations and townships of Tuscarawas County which have 315 miles and 607 miles of road, respectively, have experienced similar reductions in revenue while watching the value of road construction dollars decline due to inflation;

**WHEREAS**, the Ohio Office of Budget and Management announced recently that the state of Ohio closed SFY 2014 with a nearly \$800 million surplus making it possible for the state to accelerate planned income tax cuts for individual taxpayers and businesses, and deposit \$300 million in a Medicaid Reserve Fund;

**WHEREAS**, even after deducting amounts for business tax cuts and the Medicaid Reserve Fund the state closed SFY 2014 with an unencumbered fund balance of \$271,000,000;

**WHEREAS**, additionally the state of Ohio maintains a \$1.5 billion balance in the Budget Stabilization Fund which represents an all-time high for budget stabilization reserves and the maximum amount that the state can reserve in the rainy day fund by law;

**THEREFORE**, BE IT RESOLVED, that the board of County Commissioners, Tuscarawas County, Ohio, direct a request to Governor John Kasich, State Representative Al Landis, and State Senator Tim Schaffer, that out of the reported \$271 million dollar surplus the state of Ohio has in its funds, that the state provide an emergency grant of \$2,658 per mile to all local governments in the State of Ohio, for repair of 29,088 miles of county roads (and bridges), 31,664 miles of municipal roads, and 41,194 miles of township roads throughout Ohio; and

**BE IT FURTHER RESOLVED**, that the board of Commissioners of Tuscarawas County, Ohio, urges members of the Ohio Legislature and other state officials to act promptly upon this request, in order that these funds may be used during the current year to correct deteriorating road conditions; and

**BE IT FURTHER RESOLVED**, that copies of this resolution be forwarded to the Chairman of Tuscarawas County Township Association; the mayors of the cities and villages of Tuscarawas County; Executive Director of the County Commissioners Association of Ohio; Executive Director of the Ohio Municipal League; Executive Director of the Ohio Township Association; Speaker of the Ohio House of Representatives; President of the Ohio Senate; local news media; and

**BE IT FURTHER RESOLVED**, that it is found and determined that formal actions of this board concerning and relating to the adoption of this resolution were so adopted in an open meeting of this board, and that all deliberations of this Board that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including 121.22 of the Ohio Revised Code.

Ms. Belle Everett seconded the resolution and the roll call was as follows:

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

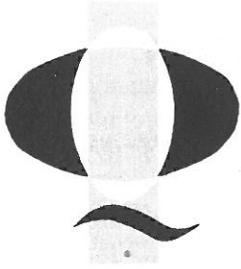
Adopted July 17, 2014

**Sources:** *Office of Budget & Management, State of Ohio*  
*Tuscarawas County Road & Bridge Annual Report*  
*Ohio Department of Transportation*

**Discussion:** Mike Jones (Director, TCMSD) was present for 2 items. The first item is a modification to the agreement with Quicksall and Associates for the Sandyville Waste Water Treatment Plant (SWWTP). He has been working with Quicksall for about a year and a half on a preliminary engineer study and facility plan improvements to SWWTP. This is the 2<sup>nd</sup> largest plant which was constructed in the 1970's with no significant modifications since construction. It is deteriorating and he knows they need to upgrade the plant and equipment to meet EPA permitting requirements. In looking at the overall picture there are 5 miles between SWWTP and the Wilkshire Hills Waste Water Treatment Plant (WHWWTP). He is looking at the feasibility of installing a pump station instead of upgrading the Sandyville plant. If it is more feasible to install a pump station he could reallocate the person mandated to be on site at the plant for 20 hours per week to help do preventative maintenance. They also have to take a tanker truck to haul the sludge from the SWWTP to the WHWWTP. He would like authorization for Quicksall to evaluate the upgrading of the plant vs adding a pump station. The WHWWTP can handle the flow from the SWWTP but it may need some modifications. Commissioner Metzger questioned why Quicksall would not be looking at the effects to the WHWWTP. Mike stated Environmental Design is working on a facility plan for the WHWWTP. Commissioner Abbuhl asked where will the funding come from for any changes or upgrades? Mike is hoping to apply for ARC, CDBG and Ohio Public Works funding with the remainder of the balance from an EPA program. Commissioner Everett wants to make sure they are going to look at possible future construction and capacity in both areas. The second item deals with the Sandyville drainage correction from the Sandyville Water Transmission Line project. Part of the close out process is to complete the punch list. This project created a drainage issue which the contractor is partially to blame. Through mediation they have agreed to a certain reduction of their contract amount so a local contractor can correct the drainage issue. It was under \$10,000 so he did not have to go to competitive bidding. He approached local contractors they have worked with before with Bridges Excavating coming in with the lowest bid. Once this is repaired the property owners will be responsible to maintain it. Property owners will be made aware of this.

**RESOLUTION (678-2014)      MODIFICATION TO AGREEMENT – QUICKSALL (SWWTP)  
Sandyville Waste Water Treatment Plant**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following as recommended by Mike Jones, Director of TCMSD:



**W. E. Quicksall and Associates, Inc.**

554 West High Avenue  
P.O. Box 646  
New Philadelphia, Ohio 44663

**Civil Engineers**

June 25, 2014

Mr. Michael Jones, P.E.  
Tuscarawas County Metropolitan Sewer District  
9944 Wilkshire Blvd. NE  
Bolivar, OH 44612

**Re:      Modification to Agreement – Amendment No. 2  
Sandyville WWTP Facility Plan Update**

Dear Mr. Jones:

As requested, W.E. Quicksall and Associates, Inc. (WEQA) will revise the previously submitted facilities plan to include replacement of the Sandyville Pump Station, redirection of flows from the SR 800 pump station to the Sandyville Pump Station, pumping all flow from Sandyville to the Wilkshire Hills WWTP, and abandonment of the Sandyville WWTP. We understand that modification to the Wilkshire Hills plant to accommodate the additional flows from Sandyville is the subject of a separate report being prepared by others.

We would expect to start our services promptly after authorization to proceed and should have a draft of our recommendations to you within four (4) weeks. Final modifications to the report will be in the form of an addendum with recommendation and will be submitted to you within two (2) weeks of receiving your comments on the draft addendum.

This proposal represents the entire understanding between TCMSD and WEQA with respect to the Project and may only be modified in writing and signed by both parties. If it satisfactorily sets forth your understanding of our Agreement, please sign both copies of the enclosed Agreement and return one copy to us. We appreciate this opportunity to submit this contract modification and look forward to working with you on this project.

Sincerely,

**W.E. QUICKSALL AND ASSOCIATES, INC.**

Donald R. Quicksall, P.E.  
President

Daniel A Lindsay, P.E.  
Vice President

DoQ/mah  
Enclosures  
File: 1213 Contract; Reading

Phone: (330) 339-6676

Website: [www.wequicksall.com](http://www.wequicksall.com)

Fax: (330) 339-2227

This is **EXHIBIT J**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 25, 2014.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**1. Background Data**

- a. Effective Date of Owner-Engineer Agreement:      **Date of Authorization**
- b. Owner:      **Tuscarawas County**
- c. Engineer:      **W. E. Quicksall and Associates, Inc.**
- d. Project:      **Sandyville Wastewater Treatment Plant Improvements**

**2. Nature of Amendment**

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

**3. Description of Modifications**

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of authorization.

OWNER:

Tuscarawas County

By: Chris Abbuhl  
Chris Abbuhl  
Title: President  
Date Signed: 7/17/14

ENGINEER:

W. E. Quicksall and Associates, Inc.

By: Donald R. Quicksall  
Donald R. Quicksall, E.E.  
Title: President  
Date Signed: 6/25/14

By: Kerry Metzger  
Kerry Metzger  
Title: Commissioner  
Date Signed: 7/17/14

By: Belle Everett  
Belle Everett  
Title: Commissioner  
Date Signed: \_\_\_\_\_

AGENCY CONCURRENCE

Agency: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
D. Brad Zimmerman  
D. BRAD ZIMMERMAN  
Special Counsel to TCMSD

**Modifications**

1. Engineer shall perform the following Additional Services: **Examine feasibility of replacing the Sandyville Pump Station to direct all flows to the Wilkshire Hills WWTP and abandoning the Sandyville WWTP.**
2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: **Provide addenda to previously submitted Facilities Plan with recommendations. Specifically, WEQA will evaluate the required Pump Station modifications, force main alignment and sizing, and prepare an estimated project cost. WEQA will not evaluate receiving facilities at the Wilkshire Hills WWTP but anticipates that necessary facilities will be considered in the study being prepared by others.**
3. The responsibilities of Owner are modified as follows: **Payment to the Engineer shall be increased as noted below.**
4. For the additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: **\$9,200.00.**
5. The schedule for rendering services is modified as follows: **Draft addenda to be submitted within four (4) weeks of approval to proceed.**
6. Other portions of the Agreement (including previous amendments, if any) are modified as follows: **None**

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Page 3 of 3 Pages

(Exhibit J – Amendment to Owner-Engineer Agreement – Attachment 1)

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition  
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VOTE:

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

**RESOLUTION (679-2014) BRIDGES EXCAVATING – SANDYVILLE DRAINAGE CORRECTION**

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to authorize an agreement with Bridges Excavating LLC in the amount of \$7,385.00 to correct the drainage in relation to the Sandyville Water Transmission line project. Since the project area is extremely flat and does not have adequate drainage facilities, the proposed drainage correction consists of construction of swales and several dry wells that will function as catch basins to allow runoff to infiltrate into the underlying sandy soils.

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

*\*NOTE: Amended 07/24/2014 to include bills resolution*

**RESOLUTION (680-2014) PAY BILLS**

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

**Commissioners**

OMEGA	Registration/Abbuhl	5.00
Horizon	Service/IT Dept	2,500.00
Frontier	Service/216.014.8124.092198.5	598.00
First Communications	Long Distance/Switchboard	116.70
First Communications	Long Distance/Veterans	58.23
Pitney Bowes Reserve Account	Postage	20,000.00
Pitney Bowes Global Financial	Lease/Postage Machine	669.00
Standard Plumbing & Heating	Mediation Project/HVAC	7,179.93
Wood Electric	Mediation Project/Electrical	11,301.30

**Dog Pound**

Tusc Co Sheriff's Office	Fuel	632.30
Walton's Auto Glass	Windshield Replacement	255.00
First Communications	Long Distance	10.17

**Park Department**

E & H Hardware Group/Buehlers	Chainsaw for Trail Maintenance	599.96
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**Water & Sewer**

American Electric Power	Electric	2,947.62
Fastenal	Supplies	52.44
Fastenal	Materials	42.32
Fenton Brothers	Materials	261.73
John Deere Financial	Materials	3.99
Staley Technologies	Repairs	43.40
Coshocton Environmental	Lab Services	260.00
Fitzpatrick Zimmerman & Rose	Legal Services	87.50
City of Dover	County Share of OM & R	8,785.40
Shari Herbert	Travel	14.72
Lisa Tanner	Travel	18.86
Kevin Apple	Reimb/Overpayment	71.00
American Electric Power	Electric	294.82
Frontier	Service	333.58
Frontier	Service	35.76
Verizon Wireless	Modem Service	15.02
Ohio Environmental Protection Agency	NPDES Permit Issuance	525.00
Staples	Supplies	88.09
Fenton Brothers	Repairs	737.74
Cintas	Uniform Rental	555.14
Civil Design Associates	Water System Backflow Prevention Program	1,500.00
OUPS	Manual Call Outs	8.00
Troy Pantilis	Cleaning	320.00
Lisa Tanner	Travel	12.42
Frontier	Service	34.48
RJ Wright & Sons	Fuel	3,517.54
Village of Tuscarawas	Wainwright Payment	1,826.35

Environmental Design Group	Wiltshire Hills WWTP Upgrade 3	13,733.92
Fitzpatrick Zimmerman & Rose	Legal Services	60.00
Central Allied	Sandyville Water Transmission Line	312,103.51

**Community & Economic Development**

Frontier Communications	Service	44.07
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**Community Corrections**

Steve Pompey	Travel	132.33
Tusc Co Sheriff's Office	Gas	103.19

**Engineer**

Cinton Maurer Dba SSFL	Body Repair	780.80
Rick Watson Trucking	Material Hauling	11,515.76
American Electric Power	Electric	8,844.86
Snyder Brothers	Repairs/Parts	436.07
Southeastern Equipment Co	Repairs/Parts	2,684.72
Dover Brake	Repairs/Parts	602.80
CEAO	Bridge Conference & Trade Show	175.00
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	334.90
Truck Sales & Service	Repairs/Parts	565.07
Tolloti Pipe	Pipe/Parts	612.00
Liniform	Uniform Rental	139.98
WE Quicksall & Associates	TUS-CR 62.00.79 Bridge Rehab	6,998.60
Joe Bachman	Travel & Misc Exp	201.48
Triple R Trailer Sales	Repairs/Parts	201.00
Yoder Small Engines	Repairs/Parts	3.18
Fastenal	Bridge & Culvert Supplies	605.89
Airgas USA LLC	Bridge & Culvert Supplies	36.94
Newton Asphalt	Materials	405.99

**Employee Dress Down Day Fund**

Greg & Melinda Grant	Dress Down Day	118.07
Alzheimer's Association	Dress Down Day	396.20

**Public Defender**

Gerald Latanich	Travel	132.58
Dollar Bank Leasing	Copier Lease	147.00
Frank Bair	Rent	850.00
Treasurer Tusc Co	Cost Allocation	568.59

**Information Technology**

Provantage	Supplies	247.78
OARnet	Internet	27.00
Horizon	Internet Connection	853.71

**Sheriff**

Union Hospital	Inmate Medical Treatment	53.02
American Electric Power	Electric	14,770.03
Blasenhauer Plumbing	Repairs	1,287.00
Federal Express	Shipping	96.38
Union Hospital	Pre-Employment Drug Screening	41.50
Rosenberry Towing	Towing Service	85.00
RJ Wright & Sons	Gas	2,680.80
RJ Wright & Sons	Gas	10,499.14
Vance Law Enforcement	Ammunition	1,996.80
First National Bank of Dennison	Transportation	427.72
First National Bank of Dennison	Travel for Training	133.00
Ed Luthy	TOP Reimb	326.34
Michael Creager	Travel	40.84

**911**

American Electric Power	Electric	492.07
Staples	Supplies	288.27

**Clerk of Courts**

Huntington National Bank	Banking Fees	496.49
Huntington National Bank	Service Fees	4,500.00

**Common Pleas**

Hilscher Clarke Electric	Projector Lamp	404.00
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**Law Library**

Thomson Reuters West	Government Select	3,010.56
Thomson Reuters West	Patron Access	852.50
Matthew Bender & Co	Books of Subscription	256.10
Tusc Co Clerk of Courts	Notary Fees	147.00
Thomson Reuters West	Subscription	2,845.26

**Job & Family Services**

Cannon IV	Toner	135.19
FIA Card Services	Web Hosting Fee	29.99
Tusc Co Metro Sewer District	Pump Station Maintenance	150.00
Green Acres Lawn & Landscape	Mow & Trim	168.00
Frontier	Fire Lines	110.14
Timothy Haswell	Travel & Training	93.44
Patti Wendling	Travel & Training	18.40
Robb Rectanus	Travel & Training	277.80
Maggie Rentsch	Prescription Reimb	32.28
Vincent & Dana Beachy	Transportation	159.62
First Communications	Service	270.59
Verizon Wireless	Cell Phone Service	614.20
Belmont Pines Hospital et al	Boarding Home Payroll	185,280.50
Community Mental Healthcare	Evaluation	660.00
Chrysalis Counseling Center	Assessment	825.00
Bed Bug Burners	Treatment	1,300.00
CDW-G	Adoption Incentive	176.69
Gregory Keck Phd	Therapy	782.00
Vincent & Dana Beachy	Transportation	27.88

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

**OTHER BUSINESS:**

Commissioner Abbuhl

- Acknowledged Jane Clay’s 30 year of dedicated service to the County. He has worked with a lot of people and she is one of the most dedicated and loyal. She has served Tuscarawas County well and has always gone above and beyond what is expected. She has a passion to serve Tuscarawas County and has dedicated herself to the job and people she has worked with. She has worked with a variety of personalities and commissioners and he is confident that every one of them would have high praise for the work done over the years. She has done an exemplary job. Commissioner Everett also thanked Jane for everything she has done for the commissioners and the community. She is hearing compliments about Jane and they cannot say enough nice things. Commissioner Metzger added he says the same as what has been stated. He had the opportunity as a dentist to work of hiring employees and seeing qualities of different employees. Jane is probably the best employee of any he has seen with her knowledge, perspective and common sense approach to issues. She has a huge passion for trails, parks and green space. We certainly appreciate her abilities to provide historic knowledge in respect to issues especially budgets, she is very good at the budget side of things. It is important when you are talking about public policy as you do not want to recreate the wheel. She can tell us this has been tried before and here are the results. Commissioner Everett agreed and feels there is not another employee in the county or elected office with more historical knowledge. Commissioner Abbuhl added that she is outstanding in her specific job but also volunteers for things outside of the office to contribute to the quality of life in Tuscarawas County through different organizations she is involved with. Anyone that has worked with Jane knows her passion.

Commissioner Everett:

- Thanked Jane for her participation during the AmeriCorp interviews. She listened, asked questions and sold the park position. When we walked out of there we were happy with the results. Marissa Lautzenheiser (Huff Run/Mud Run Coordinator) will arrange a time

