

July 31, 2014

Agenda

Pledge of Allegiance

Approve Minutes

Before/after Expenditures

Interfund Transfer/Advance

Supplemental Appropriations (2)

Transfer of Funds (3)

Travel – JFS
Travel W/S (3)

Provisionally Award Bids – Project #4-2014 Pavement Markings
Direct Payment to Contractor – Project #4-2014 Pavement Markings

Antenna Site License – Staley Technologies (2)

Acknowledge & Discuss Letter from County Engineer

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY, THE 31ST DAY OF JULY, 2014, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett
Kerry Metzger

Commissioner Everett presiding.

NOTE: Commissioner Abbuhl absent.

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

RESOLUTION (706-2014) APPROVE MINUTES

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

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

RESOLUTION (707-2014) BEFORE/AFTER EXPENDITURES

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

PTSS (Sheriff)	400.00
Verizon (Clerk of Courts)	136.43
Staley Technologies (Sheriff)	163.60
Deetz Brothers (Engineer)	4981.85

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

RESOLUTION (708-2014) INTERFUND TRANSFER/ADVANCE

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

Tusc. Co. Treasurer Stone Creek Sanitary Sewer to Sewer Capital \$173,690.70
 " " Title Administration to Co. General \$300,000.00

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

RESOLUTION (709-2014) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Capital Projects	U40-U10	U40-U15	\$8,004.02	Mediation Project
Engineer	K000-K40	K000-K16	\$10,000.00	Services
" "	K000-K40	K000-K26	\$50,000.00	Supplies
" "	K000-K40	K000-K07	\$300,000.00	Capital Improvements

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

RESOLUTION (710-2014) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff	X32-04	X532-07	\$2,100.00	Training
" "	X32-18	X532-07	\$2,400.00	Training
EMA	A006-F07	A006-F08	\$300.00	Travel
Canal Lands	T027-T07	T027-T02	\$100.00	Supplies

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

RESOLUTION (711-2014) 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: 8/1/2014
TITLE: WORD CAMP- COMPUTER TRAINING
LOCATION: ARLINGTON, OH
ATTENDING: JOE KROCKER
ANTICIPATED EXPENSE: Mileage of approximately 226 miles equals \$103.96, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 8/4/2014
TITLE: ETHICS FOR THE CHILD WELFARE PROFESSIONAL A.M. SESSION 325-1 Ethics for the Child Welfare Professional Meets 3-Hour Ethics requirement Ruth McMonagle
LOCATION: AKRON
ATTENDING: JOYCE VOLZER
ANTICIPATED EXPENSE: Mileage of approximately 68 miles equals \$31.28, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 8/5/2014
TITLE: FROM BULLYING TO BEFRIENDING- HELPING YOUTH CHANGE THE CULTURE OF BULLYING

Ninety percent of children in grades 4-8, and 80% of youth in grades 8-12, have been victimized by bullies (Hoover, Oliver & Hazler, 1992; Hoover, Oliver, Thompson, 1993). Children in the foster care system may be more at risk of bullying due to behavioral, emotional, or developmental issues, as well as due to special health concerns (National Center for Permanency and Family Connections). As bullying continues to increase in youth culture, new methods of bullying, such as cyber bullying and sexual bullying, have emerged. This workshop takes an exploratory view of the culture of bullying, the various types of bullying used by today's bullies, and useful strategies to help both the bully and the victim.

LOCATION: CAMBRIDGE

ATTENDING: MAGGIE RENTSCH, CYNTHIA MCGUIRE, JAIME GRUNDER

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: 8/5/2014

TITLE: CANTON DISTRICT DIRECTOR'S ASSOCIATION MEETING

LOCATION: CAMBRIDGE

ATTENDING: MICHELLE TOPE

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: 8/6/2014

TITLE: GUN VIOLENCE AND YOUTH: BUNRS, GATS. AND STRAPS

202-83 Gun Violence and Youth: Burners, Gats and Straps Anthony President

LOCATION: AKRON

ATTENDING: KATHY FISHER, TIM HASWELL

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: 8/6/2014

TITLE: SAFETY AWARENESS, SELF PROTECTION SUPPORT STAFF CONFERENCE TRNG

LOCATION: CAMBRIDGE

ATTENDING: PATTI WENDLING

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: 8/7/2014

TITLE: CW1: FAMILY CENTERED APPROACH TO CPS

Module I is a two-day workshop that defines and describes the child protective services process within the context of a family-centered model; explores social work and child welfare values; introduces definitions and statutes that provide the legal basis for child welfare practice; introduces issues of cultural competence; and defines the role and responsibility of the child welfare agency and caseworker to provide family-centered, culturally competent child welfare practice in collaboration with community agencies. The module includes a pre-training activity on the history of society's values and responses to maltreatment of children, with an assignment for participants to complete and bring to the first day of training. There is also a post-training assignment to apply the concepts to a family served by the agency.

LOCATION: CAMBRIDGE

ATTENDING: ANGELA BARLOCK

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: 8/7/2014

TITLE: WORKING WITH FAMILIES IN THE APPALACHIAN REGION SUPPORT STAFF TRAINING/CONFERENCE

LOCATION: CAMBRIDGE

ATTENDING: MELANI JONES AND PATTI WENDLING

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: 8/8/2014

TITLE: ETHICS, BOUNDARIES, AND PERSONAL RESPONSIBILITY

LOCATION: CAMBRIDGE

ATTENDING: BETH KIGGANS

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: 8/8/2014

TITLE: CW1: FAMILY CENTERED APPROACH TO CPS--2 days

LOCATION: CAMBRIDGE

ATTENDING: ANGELA BARLOCK

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

DATE: 8/8/2014

TITLE: BEST PRACTICES WITH THE SOCIO-ECONOMICALLY DISADVANTAGED FAMILY 207-1 Best Practice with the Social-Economically Disadvantaged Families Janice Williams

LOCATION: AKRON

ATTENDING: KATHY FISHER, TIM HASWELL

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: 8/15/2014

TITLE: HATE BANGIN', UNDERSTANDING HATE GROUPS AND GANGS
IN OHIO 202-30 Hate Bangin: Understanding Hate Groups in OH Anthony President

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: 8/18/2014

TITLE: PCSAO LEGISLATIVE COMMITTEE MEETING

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: 8/19/2014

TITLE: COLLABORATION AND TEAMWORK

This module, the final in the Supervisory Core series, applies many of the concepts learned throughout the previous modules with an emphasis on collaboration with others and the successful functioning of the unit. Benefits and strategies for collaboration are highlighted through consideration of the unit as a single system within the larger agency, department and community. Characteristics of units that function effectively are also presented. Supervisors are given tools to assess the level of performance of their unit and are presented with an opportunity to develop a plan to improve their unit's functioning. Finally, strategies are introduced to help the supervisor build a unit that is successful in achieving the agency mission and vision through successful collaboration and teamwork.

LOCATION: COLUMBUS

ATTENDING: BEVERLY GERBER

ANTICIPATED EXPENSE: Mileage of approximately 238 miles equals \$109.48, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 8/19/2014

TITLE: SUPPORTING SLEEP FOR BETTER FUNCTIONING

The purpose of this course is to educate child protective workers on child and adolescent sleep needs, the effects of chronic sleep deprivation, and how to better support healthy sleep. The title of this workshop is in honor of U.S. Representative Zoe Lofgrens proposed Zzzs to As Resolution encouraging later school start times, and is being used with Rep. Lofgrens permission

LOCATION: CAMBRIDGE

ATTENDING: ELIZABETH BENEDETTO, JOYCE VOLZER

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: 8/20/2014

TITLE: COLLABORATION AND TEAMWORK--2 days

LOCATION: COLUMBUS

ATTENDING: BEVERLY GERBER

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

DATE: 8/25/2014

TITLE: DIFFERENTIAL RESPONSE (Alternative Response) REGIONAL MEETING

LOCATION: ATHENS

ATTENDING: MAGGIE RENTSCH AND KATIE WILSON

ANTICIPATED EXPENSE: Mileage of approximately 131 miles equals \$60.26, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 8/26/2014

TITLE: County Readiness Managers 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: 8/26/2014

TITLE: OHSTS ADULT PROTECTIVE SERVICES STEERING COMMITTEE MEETING

LOCATION: COLUMBUS

ATTENDING: LISA WODKOWSKI

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: 8/27/2014

TITLE: OSHA COMPLIANCE TRAINING

LOCATION: ZANESVILLE

ATTENDING: JOE KROCKER AND JOYCE BARKER

ANTICIPATED EXPENSE: Mileage of approximately 76 miles equals \$34.96, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 8/28/2014

TITLE: CW2: ENGAGING FAMILIES IN FAMILY CENTERED CPS

This one-day workshop presents the key concepts of engagement and rapport-building between the child welfare caseworker and the family being served. Participants explore the child protective services casework approach as an integration of engagement and protective authority, explore the dynamics of resistance, and are introduced to interviewing strategies to promote engagement in child protective services.

LOCATION: CAMBRIDGE

ATTENDING: ANGELA BARLOCK

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: 8/29/2014

TITLE: CW2: LEARNING LAB ENGAGEMENT SKILLS -- 2 DAYS

LOCATION: CAMBRIDGE

ATTENDING: ANGELA BARLOCK

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

RESOLUTION (712-2014) TRAVEL – W/S

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following travel request as recommended by Michael Jones, Director, TCMSD:

DATE: August 7, 2014

LOCATION: Ohio Electric Control, 2395 Rock Rd Ashland 44805

ATTEND: Justin Angel, Ron Austin, Kevin Sherer, Nick Myers, Eric Hykes

REASON: Electrical Training

EXPENSE: \$0.00

DATE: August 12, 2014

LOCATION: Ohio Electric Control, 2395 Rock Rd Ashland 44805

ATTEND: Eric Maurer, Chuck Williams, Rick Martino, Don Nape

REASON: Electrical Training

EXPENSE: \$0.00

DATE: August 14, 2014

LOCATION: Ohio Electric Control, 2395 Rock Rd Ashland 44805

ATTEND: Travis Neff, Pat Mahaffey, Mike Jones, Dave Festi, Todd Tacy

REASON: Electrical Training

EXPENSE: \$0.00

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

RESOLUTION (713-2014) ANTENNA LEASE – Staley Technologies (2)

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following leases as recommended by Jim Torch (911 Director) and Bob Stephenson (Assistant Prosecuting Attorney):

ANTENNA SITE LICENSE

Site name: Mathias, New Philadelphia

Name and Address of LESSOR:
Tuscarawas County Commissioners
125 E High Ave
New Phila, OH 44663

Name and Address of LESSEE:
Staley Technologies
1035 Front Avenue SW
New Philadelphia, OH 44663

License Fee:

Four hundred seventy-five dollars (\$475.00) per month commencing on the commencement date as defined below. License Fee increase calculation is defined in Paragraph Four (4).

Term:

Five years commencing on August 1,2014 (“Commencement Date”) and ending on July 31, 2019.

Equipment to be installed on licensed property:

- (a) 1 – 20' coaxial antennas at @ 240'
- (b) 1 – 20' coaxial antennas at @ 200'
- (c) 2 – 36" dishes UBI Quti -120'& 160'
- (d) 1 – 16'x 14' Building

Location of Licensed Property including site coordinates and address:

LATITUDE: 40° 26' 7.3"

LONGITUDE: 81° 30' 27"

Address: Mathias Rd

City: New Philadelphia

State: OH

County: Tuscarawas

THE TERMS AND CONDITIONS OF THIS LICENSE ARE PRINTED ON PAGES TWO (2) THROUGH FOUR (4) AND ARE INCORPORATED HEREIN BY REFERENCE THERETO.

1. **LICENSE OF LICENSED PREMISES.** Lessor agrees to license the Licensed Premises to Lessee as described on page one (1) of this Agreement.
2. **USE OF LICENSED PREMISES.** The Licensed Premises are to be used for the installation, operation, and maintenance of equipment, including cabling or wiring and accessories used therewith. All equipment or other property attached to or otherwise brought onto the Licensed Premises shall at all times remain the personal property of Lessee.
3. **TERM.** The term of this Antenna Site License is indicated on page one (1) of this Agreement. Lessee shall have the option to renew this Antenna Site License for one (1) like period under the same terms and conditions as contained in this Antenna Site License by mailing written notice to Lessor at least ninety (90) days before the expiration of the term indicated on page one (1) of this Agreement. If the site becomes unfit or undesirable for use for Lessees' purposes, Lessee may terminate this Antenna Site License by mailing written notice to Lessor, which shall be effective ninety (90) days after it is mailed by Lessee. If Lessee holds over at the end of the term it shall create a month to month tenancy subject to the provisions of this Antenna Site License with applicable rent increases.
4. **LICENSE FEE.** Each month during the initial year of this License term and while Lessor is not in default hereunder, Lessee will pay to Lessor in advance the monthly License fee indicated on page one (1) of this Agreement. The monthly rent shall be increased by three percent (3%) for each successive year of the initial License term and for each successive year of any renewal License term. Payments received after the tenth (10th) day of the month in which it is due, shall incur a late payment equaling one and one-half percent (1.5%) per month.
5. **ACCESS TO EQUIPMENT.** Lessee shall have the right to enter the Premises for maintenance and to carry out all its functions under the Federal Communications Commission (FCC) license, subject to the policies and procedures of Lessor. This access shall be on a 24-hour basis and would include a set of keys if building did not have personnel on duty on a 24-hour basis.
6. **PAYMENT START DATE.** This Agreement will begin at installation for payment purposes or no later than ninety (90) days from execution of the Agreement, whichever is first. Notification of installation completion should be sent to Tuscarawas County. Dedicated electrical service will be in operation before the License will commence for payment. If Lessee is unable to install because of lack of electrical power, this Agreement will be terminated with no payment to Lessor.
7. **ASSIGNMENTS.** Nothing in this Agreement shall be construed to preclude assignment by Lessee of any or all its right under this Agreement to any affiliate of Lessee or subsidiary which lawfully accepts and thereby becomes lawfully bound by this Agreement. If Lessee assigns this Agreement to any other party, Lessee will give written notice and request Lessor's permission which will not be unreasonably withheld nor unduly delayed.

- 8. LIABILITY.** Lessee will carry during the term of this Antenna Site License the following insurance with the customary coverage and exclusions:

Bodily Injury – Five hundred thousand dollars (\$500,000) for injury to any one person and five hundred thousand dollars (\$500,000) for all injuries sustained by more than one person in any one occurrence.

Property Damage – One million dollars (\$1,000,000) for damages as a result of any one accident.

Lessee agrees to furnish Lessor with certificates of insurance certifying that Lessee has agreed to the above specified insurance, the certificate shall name the Lessor as an additional insured, and it is agreed that Lessee's liability shall be limited to the risks and amounts covered by this insurance.

- 9. NON-LIABILITY; REPRESENTATIONS.** In no event shall Lessor or any of its partners, officers, agents, or employees be liable for any injury, damage to or theft of any property unless and to the extent such injury, damage, or loss is proximately caused by the gross negligence of willful misconduct of Lessor. Further, Lessor shall not be liable for (1) any such damage caused by tenants, lessees or persons in, upon or about the building and tower, including any of the Licensed Premises, or caused by construction of any private, public, or quasi-public work, or (2) any incidental, special punitive or consequential damages arising or to any loss of use of the Licensed Premises or any part thereof, unless it is due to the gross negligence or willful misconduct of Lessor.
- 10. CONDITION OF SITE.** During the term of this Antenna Site License, Lessor shall keep the Licensed Premises and the property owned by Lessor of which they are a part in good condition and repair. Upon termination or expiration of this Antenna Site License, Lessee will surrender the Licensed Premises to Lessor in good condition except (1) for reasonable wear and tear, (2) for damage due to causes beyond Lessee's control or without its fault or negligence, or (3) for both.
- 11. DEFAULTS.** Lessee shall have fifteen (15) days after the receipt of written notice to cure any monetary default and thirty (30) days after the receipt of written notice to cure any non-monetary default; provided however, that if any default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, the party shall be given the necessary time to cure the default.
- 12. EQUIPMENT INSTALLATION AND MAINTENANCE.** The equipment listed on page one (1) of this Antenna Site License shall be installed by the Lessee. The equipment shall be installed by Lessee in accordance with Lessor's specifications, standards and maintained in good working order. Lessor has the right to require Lessee to install additional interference reduction equipment if the situation warrants such. It is expressly agreed and understood that Lessees' equipment shall be installed and maintained so as not to interfere in any manner whatsoever with the equipment of Lessor or any other Sublessee and lessee operating and maintaining its equipment on the premises of Lessor, and so as to meet all applicable FCC regulations and conditions of its license. The installation of the aforesaid equipment shall be made by Lessee by means which will not weaken or damage in any manner the property of the Lessor.

13. TOWER LIGHTING. Lessor acknowledges that it is aware of its obligations under Section 303 of the Communications Act of 1934 (47 U. S. C. 303) to maintain the painting and illumination of the tower as prescribed by the Federal Communications Commission (FCC). Lessor further acknowledges that it is aware that it is subject to forfeitures assessed by the FCC for violations for such rules and requirements.

Lessor further acknowledges that it, and not Lessee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements. Further, should Lessee be cited by either the FAA or FCC because this site is not in compliance within the time frame allowed by the citing agency, Lessee may terminate this License immediately upon notice to the Lessor.

14. NOTICES. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given if made by certified mail in a sealed envelope, postage prepaid, addressed to Lessor or Lessee, as applicable, to their respective address as set forth on page one (1) of this Agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. Lessee or Lessor may from time to time designate any other address for this purpose by written notice to the other party.

15. WAIVER. Failure of delay on the part of the Lessee or the Lessor to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

16. PRIOR NEGOTIATIONS. This Antenna Site License constitutes the entire Agreement of the parties hereto and shall supersede all prior offers, negotiations, and Agreements.

17. AMENDMENT. No revision of this Antenna Site License shall be valid unless made in writing and shall be signed by an authorized officer of Lessee and Lessor.

18. GOVERNING LAW. This Antenna Site License Agreement is governed by the laws of the jurisdiction of which the property is situated.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first written above.

Lessor:

By: Belle Everett Date: July 31, 2014
Print: Belle Everett Title: Co. Commissioner

Lessee:

By: Tom Staley Date: 7/9/14
Print: Tom Staley Title: PO

THE TERMS AND CONDITIONS OF THIS LICENSE ARE PRINTED ON PAGES TWO (2) THROUGH FOUR (4) AND ARE INCORPORATED HEREIN BY REFERENCE THERETO.

1. **LICENSE OF LICENSED PREMISES.** Lessor agrees to license the Licensed Premises to Lessee as described on page one (1) of this Agreement.
2. **USE OF LICENSED PREMISES.** The Licensed Premises are to be used for the installation, operation, and maintenance of equipment, including cabling or wiring and accessories used therewith. All equipment or other property attached to or otherwise brought onto the Licensed Premises shall at all times remain the personal property of Lessee.
3. **BACKUP.** In the event of an emergency, Tuscarawas County 911 shall have access to the 800 Mhz system as a backup to their current system. In the event of antenna failure on the current system, the 800 Mhz antennas will be available as a standby system.
4. **TERM.** The term of this Antenna Site License is indicated on page one (1) of this Agreement. Lessee shall have the option to renew this Antenna Site License for two (2) like periods under the same terms and conditions as contained in this Antenna Site License by mailing written notice to Lessor at least ninety (90) days before the expiration of the term indicated on page one (1) of this Agreement. If the site becomes unfit or undesirable for use for Lessee's purposes, Lessee may terminate this Antenna Site License and vacate premises by mailing written notice to Lessor, which shall be effective ninety (90) days after it is mailed by Lessee. If Lessee holds over at the end of the term it shall create a month to month tenancy subject to the provisions of this Antenna Site License with applicable rent increases.
5. **LICENSE FEE.** Each month during the initial year of this License term and while Lessor is not in default hereunder, Lessee will pay to Lessor in advance the monthly License fee indicated on page one (1) of this Agreement. The monthly rent shall be increased by two percent (2%) for each successive year of the initial License term and for each successive year of any renewal License term. Payments received after the tenth (10th) day of the month in which it is due, shall incur a late payment equaling one and one-half percent (1.5%) per month.
6. **ACCESS TO EQUIPMENT.** Lessee shall have the right to enter the Premises for maintenance and to carry out all its functions under the Federal Communications Commission (FCC) license, subject to the policies and procedures of Lessor. This access shall be on a 24-hour basis and would include a set of keys if building did not have personnel on duty on a 24-hour basis.
7. **PAYMENT START DATE.** This Agreement will begin at installation for payment purposes. Notification of installation completion should be sent to Tuscarawas County Commissioners. Dedicated electrical service will be in operation before the License will commence for payment. If Lessee is unable to install because of lack of electrical power, this Agreement will be terminated with no payment to Lessor. If Lessee is unable to secure licensing, this Agreement will become void upon notification to Tuscarawas County Commissioners.

8. ASSIGNMENTS. Nothing in this Agreement shall be construed to preclude assignment by Lessee of any or all its right under this Agreement to any affiliate of Lessee or subsidiary which lawfully accepts and thereby becomes lawfully bound by this Agreement. If Lessee assigns this Agreement to any other party, Lessee will give written notice and request Lessor's permission which will not be unreasonably withheld nor unduly delayed.

9. LIABILITY. Lessee will carry during the term of this Antenna Site License the following insurance with the customary coverage and exclusions:

Bodily Injury – Five hundred thousand dollars (\$500,000) for injury to any one person and five hundred thousand dollars (\$500,000) for all injuries sustained by more than one person in any one occurrence.

Property Damage – One million dollars (\$1,000,000) for damages as a result of any one accident.

Lessee agrees to furnish Lessor with certificates of insurance certifying that Lessee has agreed to the above specified insurance, the certificate shall name the Lessor as an additional insured, and it is agreed that Lessee's liability shall be limited to the risks and amounts covered by this insurance.

10. NON-LIABILITY; REPRESENTATIONS. In no event shall Lessor or any of its partners, officers, agents, or employees be liable for any injury, damage to or theft of any property unless and to the extent such injury, damage, or loss is proximately caused by the gross negligence of willful misconduct of Lessor. Further, Lessor shall not be liable for (1) any such damage caused by tenants, lessees or persons in, upon or about the building and tower, including any of the Licensed Premises, or caused by construction of any private, public, or quasi-public work, or (2) any incidental, special punitive or consequential damages arising or to any loss of use of the Licensed Premises or any part thereof, unless it is due to the gross negligence or willful misconduct of Lessor.

11. CONDITION OF SITE. During the term of this Antenna Site License, Lessor shall keep the Licensed Premises and the property owned by Lessor of which they are a part in good condition and repair. Upon termination or expiration of this Antenna Site License, Lessee will surrender the Licensed Premises to Lessor in good condition except (1) for reasonable wear and tear, (2) for damage due to causes beyond Lessee's control or without its fault or negligence, or (3) for both.

12. DEFAULTS. Lessee shall have fifteen (15) days after the receipt of written notice to cure any monetary default and thirty (30) days after the receipt of written notice to cure any non-monetary default; provided however, that if any default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, the party shall be given the necessary time to cure the default.

13. EQUIPMENT INSTALLATION AND MAINTENANCE. The equipment listed on page one (1) of this Antenna Site License shall be installed by the Lessee. The equipment shall be installed by Lessee in accordance with Lessor's specifications, standards and maintained in good working order. Lessor has the right to require Lessee to install additional interference reduction equipment if the situation warrants such. It is expressly agreed and understood that Lessees' equipment shall be installed and maintained so as not to interfere in any manner whatsoever with the equipment of Lessor or any other Sublessee and lessee operating and maintaining its equipment on the premises of Lessor, and so as to meet all applicable FCC regulations and conditions of its license. The installation of the aforesaid equipment shall be made by Lessee by means which will not weaken or damage in any manner the property of the Lessor. Installation shall meet Motorola R56 standards for grounding.

14. TOWER LIGHTING. Lessor acknowledges that it is aware of its obligations under Section 303 of the Communications Act of 1934 (47 U. S. C. 303) to maintain the painting and illumination of the tower as prescribed by the Federal Communications Commission (FCC). Lessor further acknowledges that it is aware that it is subject to forfeitures assessed by the FCC for violations for such rules and requirements.

Lessor further acknowledges that it, and not Lessee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements. Further, should Lessee be cited by either the FAA or FCC because this site is not in compliance within the time frame allowed by the citing agency, Lessee may terminate this License immediately upon notice to the Lessor.

15. NOTICES. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given if made by certified mail in a sealed envelope, postage prepaid, addressed to Lessor or Lessee, as applicable, to their respective address as set forth on page one (1) of this Agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. Lessee or Lessor may from time to time designate any other address for this purpose by written notice to the other party.

16. WAIVER. Failure of delay on the part of the Lessee or the Lessor to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

17. PRIOR NEGOTIATIONS. This Antenna Site License constitutes the entire Agreement of the parties hereto and shall supersede all prior offers, negotiations, and Agreements.

18. AMENDMENT. No revision of this Antenna Site License shall be valid unless made in writing and shall be signed by an authorized officer of Lessee and Lessor.

19. GOVERNING LAW. This Antenna Site License Agreement is governed by the laws of the jurisdiction of which the property is situated.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first written above.

Lessor:

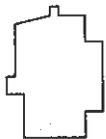
By: Belle Everett Date: 7-31-14
 Print: Belle Everett Title: Co. Commissioner

Lessee:

By: Tim Steby Date: 7/9/14
 Print: Tim Steby Title: Pres

VOTE:

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

Communication:**Joseph S. Bachman, P.E., P.S. Tuscarawas County Engineer**

832 Front Avenue SW, New Philadelphia, OH 44663

Phone: (330) 339-6648 Fax: (330) 339-6687 Email: engineer@co.tuscarawas.oh.us

July 31, 2014

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

Re: Tuscarawas County
Project # 4-2014
TUS-VAR-PM- Phase 2
Pavement Marking
PID # 97586
Provisional Bid Award

**Commissioners:**

We have reviewed the bids submitted on July 24, 2014 for the above referenced project and recommend a provisional award, subject to the approval by the Ohio Department of Transportation, to Aero-Mark, Inc., of Streetsboro, OH with a low total bid of \$ 150,000.00.

The provisional award is necessary as there is state/federal funding in this project and the award is subject to their approval. This action will allow us to get the paperwork started while ODOT approval is pending. To facilitate the process, we will need a copy of the Commissioners Resolution to award at your earliest convenience.

In addition, bonds of all unsuccessful bidders may be released.

Should you have any questions, please do not hesitate to let us know.

Sincerely,

Joseph S. Bachman, PE, PS
Tuscarawas County Engineer

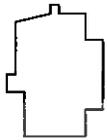
RESOLUTION (714-2014) PROVISIONAL AWARD BIDS – PROJECT #4-2014 Pavement Markings

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the provisional awarding of the pavement marking project bids (Project #4-2014) to Aero-Mark, Inc. in the amount of \$150,000.00 and to approve the direct payment to the contractor.

VOTE:

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

Discussion: Commissioner Everett read the following letter into the record:



Joseph S. Bachman, P.E., P.S. Tuscarawas County Engineer

832 Front Avenue SW, New Philadelphia, OH 44663

Phone: (330) 339-6648 Fax: (330) 339-6687 Email: engineer@co.tuscarawas.oh.us

July 28, 2014



TO: Tuscarawas County Commissioners

RE: Resolution (677-2014)
Request for State of Ohio Excess Budget funds

Dear Commissioners:

I received last week a copy of Commissioners Resolution (677-2014) which asks that State of Ohio excess budget funds be committed to local road and bridge needs. I appreciate your efforts and, just as importantly, I appreciate your acknowledgement that there is a funding problem for our department. Your request from the State of Ohio from their excess revenue fund for \$2658 per mile of road would translate to \$1,240,488 for our 466.70 miles of road. This amount would help solve immediate problems in our department.

The same day that the Commissioners passed Resolution (677-2014), County Auditor Larry Lindberg sent the Commissioners a letter (copy attached) summarizing current conditions and 2014 projections for the general fund. Mr. Lindberg's letter projects that the County General Fund will have excess funds of \$1.1 million in 2014 – very near to the same amount that you requested from the State's excess funds for our roads.

Your request to the State for their excess funds may or may not be answered favorably – I hope that it is. I suggest that the Commissioners, in addition to requesting State excess funds, also be willing to commit their own General Fund excess to solve immediate problems in our department. The Commissioners request to the State would certainly appear more credible if the Commissioners are also willing to commit their own excess funds toward solving the funding problem.

Immediate needs in our department to which this excess could be dedicated include:

- Paving of Dover Zoar Road. This is one of our higher traffic roads which has been patched extensively and is in need of an asphalt overlay – estimated cost range \$575,000 to \$625,000.
- Chip sealing of additional roads. Our chip seal program this year fell short of need by about 25 miles. Estimated cost range \$450,000 to \$500,000
- Support of salt purchase for 2014-2015 season. Salt bids opened July 10

e:ea.com

resulted in a low bid of \$64.39 – a 77% increase over last season. Estimated additional cost over last season \$110,000 to \$120,000; estimated total cost of salt for next season \$250,000 to \$275,000.

- Construction of truck wash bay and equipment storage to alleviate environmental concerns at our New Philadelphia location (we are within the zone of influence of New Philadelphia's well field). Estimated cost range \$200,000 to \$300,000 – this estimate includes additional equipment storage .
- Support for 2015 fuel purchases to run trucks and equipment – estimated cost of \$250,000 to \$300,000.
- "Catch-up" paving needs of 50 to 60 miles of roads. We have several roads, particularly in the southern part of the county, that are so badly rutted and out of profile that they cannot be effectively plowed with a straight snow plow blade. Estimated cost range \$4,500,000 to \$6,000,000.
- Support of purchase of patch material. Due to continuing deterioration of pavement surfaces, we are projecting that we will use about 3500 tons of asphalt patch material this season at a cost of over \$210,000 (material only).

The above list can be expanded further if you need more examples. We are, at this time, only asking for the \$1.1 million in excess county General Funds. Please be aware that this request, if granted, is not a permanent solution to our problems. The above funding needs are immediate; there are obviously long-term needs that would not be addressed by a one-time increase of funds. We have made the Commissioners aware of several past cuts in service; we anticipate further cuts in service unless there is some permanent solution.

Again, I appreciate your acknowledgement that there is a funding problem. I look forward to making some progress in solving this funding problem.

Sincerely,



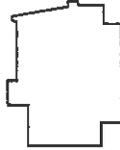
Joseph S. Bachman, P.E., P.S.
Tuscarawas County Engineer

Copy: Chair of the County's Township Association
Mayors of County Cities and Villages
Local news media

The following was attached to the Engineer's letter:

Auditor's Office Tuscarawas County

LARRY LINDBERG, Auditor
125 E. High Avenue
New Philadelphia, Ohio 44663



Telephone
(330) 365-3220
Fax: (330) 365-3397

July 17, 2014

Honorable Chris Abbuhl
President, Bd. of Co. Commissioners
125 East High Avenue
New Philadelphia, OH 44663

Dear Commissioner Abbuhl:

We have received notification of the July permissive tax. Our permissive sales tax receipts for July are \$998,708.92, which when compared to the month of July 2013, is \$71,899.81 **more** than last year. The July tax revenues are primarily collected based upon April sales.

The total permissive tax receipts from 2013 exceeded 2012 by 6.93%. The July 2014 receipts exceeded the July 2013 receipts by 7.76%. Total 2014 receipts now exceed 2013 by \$648,397.13 or 10.22% year to date. If we continue to exceed 2013 by that percent, we would exceed our 2014 estimate of \$11,350,000 by \$1.1 million. I have attached a monthly comparison of current and prior year collections.

The Budget Commission estimated Casino Tax Revenues at \$1,050,000 million for the 2014 General Fund certification. We have also received information on the July Casino Tax distribution. The County will receive \$278,531.34 this month. The Casino Tax receipts for 2014 are now projecting closer to \$1.1 million, or about \$50,000 more than the Budget Commission estimate.

Taking into account the excess in sales tax and casino tax receipts, our general fund revenues for these two accounts are currently appearing to be favorable by about \$700,000.

Please feel free to contact should you have any questions regarding this matter.

Respectfully,


Larry Lindberg, Auditor
Tuscarawas County, OH

cc: Jeff Mamarella, Treasurer
Ryan Styer, Prosecutor
Belle Everett, Commissioner
Kerry Metzger, Commissioner

Commissioner Everett stated the letter was received July 28, 2014. She spoke with Joe Bachman. He had an appointment this morning and could not attend the meeting but is willing to come in and be at a meeting for discussion. She put it on the agenda for acknowledgement of receiving the letter and if anyone wanted to discuss it.

Commissioner Metzger has no issue discussing his (County Engineer) concerns. He does question why they are doing this today. There are 3 members of the Board that needs to be part of this discussion. The letter came in Monday. He saw it for the first time yesterday. He is questioning why this is up for discussion when Commissioner Abbuhl is out and will be back on Monday. It could have been held for Monday's meeting so all board members had an opportunity to discuss this. It was put on the agenda today for what purpose he does not know.

Commissioner Everett just wanted to acknowledge receipt of the letter. She called Joe Bachman telling him it was on the agenda today and asked if he cared to speak to this. It can always be placed on the agenda again on Monday if Commissioner Abbuhl would like to be part of the discussion.

Commissioner Metzger is sure Commissioner Abbuhl would like to be part of the discussion. Again, he does not understand why this was placed on the agenda today with Commissioner Abbuhl not being here and asked "is there something to put him (Commissioner Metzger) in a corner to discuss this?"

Commissioner Everett answered, "No, it is not". Commissioner Metzger has to question this as he has concerns. Commissioner Everett reiterated it is not pointed towards him or to put him in a corner and explained that she is the Vice President of the Board and asked for it to be placed for discussion and noted the agenda was sent out last night which Commissioner Metzger stated the agenda was sent out yesterday afternoon.

OTHER BUSINESS:

Commissioner Everett would like consideration to approve the loan agreement for Water/Sewer.
No action taken

Commissioner Everett then presented the Tolling Agreement with the City of Dover that came in by email yesterday.

RESOLUTION (715-2014) TOLLING AGREEMENT – CITY OF DOVER

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

AGREEMENT

This Agreement is made effective as of the 23rd day of September, 2013, December 16, 2013, March 17, 2014 and July 31, 2014 between the City of Dover, "Dover" and The Board of Tuscarawas County Commissioners and the Tuscarawas County Metropolitan Sewer District, jointly, "Tuscarawas County". Dover and Tuscarawas County are collectively referred to as the "Parties" or "Claimants."

The Parties deem it to be in their mutual benefit that their alleged claims, ("Claims") against each other will not be asserted in litigation at the present time;

Claimants desire to encourage resolution and/or such further review, via mediation or otherwise, the disposition of each Parties' Claims as may result in no lawsuit or claim being filed and, in any case, wishes to avoid the expense and uncertainty of litigation of the Claims if at all possible. The Parties are willing to make the following stipulations, covenants and agreements in order to defer and postpone the commencement of litigation;

The Parties desire that for the period of this Agreement, they should be able to consider issues relating to the possibility of settling disputes without regard to the time constraints that exist because of any future expiration of any applicable statute of limitations;

In consideration of the mutual agreements for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. As used in this Agreement, the following terms shall have the following meanings:

(a) "Claims" shall mean any and all claims and/or causes of action, if any, known or unknown, of Dover against Tuscarawas County or of Tuscarawas County against Dover that each party may have in connection with a March 20, 1989 agreement and other alleged contracts and causes of action, legal or equitable, arising out of the course of conduct and dealings

between the Parties, regarding wastewater, wastewater treatment, the wastewater treatment plants, all aspects of the construction, operation, maintenance and/or billing of sanitary sewers, and/or sanitary sewer systems, wastewater, wastewater treatment, wastewater treatment plants, including all aspects of those systems, whether specifically listed here or not, and/or all rights, duties, jurisdiction(s) and responsibilities and/or any alleged breach of those rights, duties, jurisdiction(s) or responsibilities, legal or equitable.

(b) "Tolling Period" shall mean the period from and including the effective date of this Agreement, September 23, 2013 until and including the expiration date, as defined below, of this Agreement. Notwithstanding any other term and condition, this Tolling Agreement can be terminated by either party at any time that either party believes substantial progress in the resolution of claims is not being made by the commencement of litigation. Either party will be permitted to file within seven days of any early termination of the tolling agreement. The commencement of litigation will not negate or obviate the terms of this tolling of the statute of limitations, tolling of the accrual of the statute of limitations, nor the application of this Tolling Agreement.

(c) "Expiration Date" shall mean September 30, 2014 at 11:59 PM, or such later date not exceeding November 30, 2014 at 11:59 PM if either party gives written or email notice to the other party, prior to September 30, 2014. The notice for Dover shall be sent to doug.omeara@doverohio.com and the notice for Tuscarawas County and TCMSD shall be sent to jmiller@keglerbrown.com.

(d) "Timing Defenses" shall mean and include, and shall be limited to, any affirmative defenses to Claims either party may have, if any, to the extent based upon (1) any statute of limitations, (2) laches, and/or (3) any failure of the Parties to institute or commence litigation or

other legal proceedings within some specified period, before a specified date, or before the happening of a specified event.

2. The Parties stipulate, covenant and agree that all Timing Defenses applicable to the Claims shall be tolled during the Tolling Period and the Tolling Period shall not be included in the determination of the applicability of any Timing Defenses in any action or proceedings brought by a Claimant. The Parties agree to engage in mediation during the Tolling Period and to exchange all operative documents detailing claims and defenses to facilitate an effective mediation.

3. The Parties stipulate, covenant, and agree that this Agreement shall have no effect on any Timing Defenses that may be available to the Parties prior to the Effective Date, and that all time periods prior to the Effective Date and after the Expiration Date shall be included in the calculation of and running of any applicable Timing Defenses. Nothing contained in this Agreement shall preclude Tuscarawas County or Dover from asserting any Timing Defenses to the extent that such defenses already exist as of the Effective Date, and nothing shall be deemed to revive any Claims barred as of the Effective Date.

4. The Parties stipulate, covenant, and agree that the Parties, by executing and entering into this Agreement, are not waiving or otherwise impairing by estoppel or any other means the Parties' rights and abilities to raise any Timing Defenses available for the periods prior to the Effective Date and after the Expiration Date.

5. Except as provided in section (1)(b), the Parties agree to forebear filing a petition or complaint or initiating any lawsuit or other legal proceeding until on or after the last day of the Tolling Period that is not a Saturday, Sunday, or legal holiday.

6. The provisions of this Agreement comprise all of the terms, conditions, agreements and representations of the Parties respecting the tolling of the Statute of Limitations, Accrual of Statute

of Limitations, Statutes or Repose, Timing Defenses, of any alleged causes of action, legal or equitable, or any other defense based on the passage of time in any action or proceeding brought by either party against the other. This Agreement may not be altered or amended except by written agreement executed by both Parties. Both Parties agree that terms of this Agreement have not been changed, modified, or expanded by any oral agreements or representations entered into or made by the Parties prior to or at the execution of this Agreement.

7. The Parties acknowledge that each of them has had the benefit of counsel of their choice and has been offered an opportunity to review this Agreement with chosen counsel. The Parties further acknowledge that they have, individually or through their respective counsel, participated in the preparation of this Agreement, and it is understood that no provision shall be construed against any party by reason of either party having drafted or prepared this Agreement.

8. This Agreement may be executed in one or more original or facsimile counterparts, each of which shall be deemed an original, but also which together will constitute one instrument. This Agreement may be executed in several counterparts and each shall constitute one agreement, binding on all of the Parties, notwithstanding that all of the Parties may not be signatories to the same counterpart. Any signature page to this Agreement transmitted by facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement and the signature of any party to this Agreement transmitted by facsimile machine or electronic mail shall for all purposes be considered an original signature.

9. This Agreement shall terminate on the Expiration Date as provided in paragraph 1(c) above, unless extended in writing by the Parties to be bound.

10. Except as provided in section (1)(b) or on or after the Expiration Date of this Agreement, the Parties shall have the right to file and pursue any and all Claims and to seek any

and all legal remedies against each other and the Parties' rights to assert any Timing Defenses or other defenses, if any, subject to the terms of this Agreement.

11. Nothing in this Agreement shall be construed as an admission or denial by any of the Parties as to the merits of any Claims against or defenses.

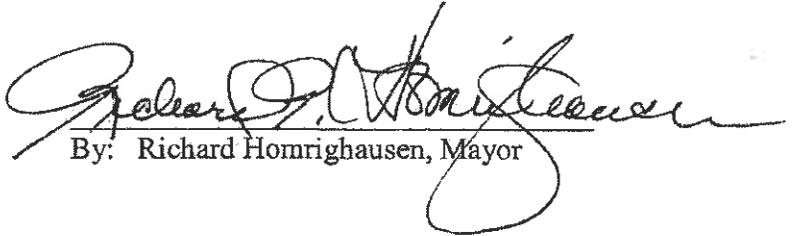
12. Except to assert that the Tolling Period this Agreement applies, neither the Parties nor any of their agents, witnesses, or attorneys will mention or allude to this Agreement, its terms, its execution, or the existence of any Tolling Period in any way, directly or indirectly, before a jury or any fact finder in any proceeding for any purpose. The terms of this paragraph will survive termination of this Agreement.

13. The Parties represent and warrant that the individuals signing this Agreement on behalf of any Party has authority to sign on behalf of the entity for which they have acted as signatory.

DOVER:

Date:

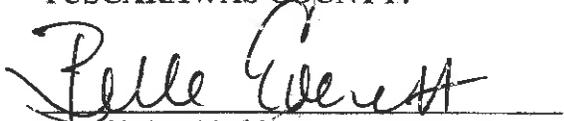
July 22, 2014


By: Richard Homrighausen, Mayor

TUSCARAWAS COUNTY:

Date:

July 31, 2014


By: ~~Chris Abbuhl~~ Belle Everett
Tuscarawas County Commissioner

VOTE:

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

RESOLUTION (716-2014)

PAY BILLS

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

Commissioners

Tusc Co Health Dept	Employee Annual Wellness Health Fair	3,642.50
Tusc Co Health Dept	Employee Blood Draws/Health Fair	1,340.50
American Electric Power	Electric/Veterans	226.51
Frontier	Service/364.1916	48.40
Frontier	Service/364.8811	755.59
Frontier	Service/343.3921	194.68
Dominion East Ohio Gas	Service/JFS	119.21
Dominion East Ohio Gas	Service/107 EH	111.23
Dominion East Ohio Gas	Service/125 EH	107.69
G & L Supply	Supplies	825.37
Middaugh Printers	Partial Payment Forms	182.70
American Electric Power	Electric/NJNP	46.99

Dog Pound

Office Max	Supplies	30.24
Town & Country Vet Clinic	Medical Care	135.62
Frontier	Service	52.81
American Electric Power	Electric	474.51
American Electric Power	Electric	184.00

Job & Family Services

Andrew Wing	Travel & Training	14.72
Staples Advantage	Supplies	52.44
Grainger	Lamp Recycling	194.22
Cannon IV	Supplies	278.99
Simpson Heating & Cooling	Maintenance	450.00
Tusc Co Commissioners	Rent & Utilities	4,940.78
National Seminars Training	Training	537.00
Lisa Abbuhl	Travel & Training	37.79
Tammy Cairns	Travel & Training	37.79
Katie Wilson	Travel & Training	17.50
George LeMay	Travel & Training	81.57
Geoffrey Geers	Travel & Training	1.38
Geoffrey Geers	Travel & Training	334.81
Maggie Rentsch	Travel & Training	63.75
Maggie Rentsch	Travel & Training	241.87
OH Bureau of Criminal ID & Inv	Fingerprinting	574.00
Occupational Medicine Center	Drug Screens	294.00
Forensic Fluids Lab	Drug Screens	132.00
Robe Communications	Adoption Incentive	2,188.49
Amazon	Adoption Incentive	5,565.81
Melymbrosia Associates	Therapy	50.00
Marvin J & Vera M Troyer	Respite	475.00
Strasburg Water	Water Bill	93.30
Amazon	TANF Independent Living	465.95
Mary Jo Monte	Pilot Prevention	1,435.00
OH Bureau of Criminal ID & Inv	Fingerprints	420.00

Public Defender

Frontier Communications	Long Distance	315.21
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Law Library

Ohio State Bar Association	CLE Books	379.18
Thomson Reuters	Books	456.25
Frontier	Fax Line	105.94

Sheriff

Covert Track Group	GPS Tracking Update Renewal	600.00
Erwin Septic Service	Clean Grease Traps	240.00
Alarm Masters	Repairs	292.00
Gardiner	Repairs	988.00
Wood Electric	Repairs	250.07

DJ's Welding & Fabrication	Repairs	146.25
Fenton Brothers	Supplies	45.42
Rex Pipe	Gasket	5.51
Staley Technologies	Repairs	335.80
Frontier	Service	1,642.03
First Communications	Long Distance	32.79
Boardman Towing & Recovery	Recovery Services/Keys Locked in Cruiser	39.00
MNJ Technologies	Supplies	561.00
Gardiner	Repairs	1,826.05
Ream & Haager Lab	Water Sampling & Testing	125.00
Xerox	Service	943.28
Ziegler Oil	Repairs	2,854.29

911

Greak Lakes Computer Group	Maintenance Agreement/Servers	1,488.00
Frontier	Wireless Tariff	544.32
Frontier	Service	166.97
Xerox	Service	158.76
Frontier Power Co	Tower Electric	557.84
APCO	EMD Re-Certifications	120.00

Emergency Management

Patty Levengood	Cell Phone Reimb	41.87
Emergency Management Assoc of OH	Registration	30.00

Community Corrections

Tusc Co Sheriff's Office	Gas	88.48
Staples	Supplies	1,679.40
Staples	Supplies	148.32
Ziegler Tire	Vehicle Maintenance	248.35

Water & Sewer

Twin City Water & Sewer	Midvale Barnhill Sewer Charges	6,442.26
Dover Utilities	Service	87.95
Dover Utilities	Service	344.08
First Communications	Long Distance	328.65
Frontier	Service	37.70
Frontier	Service	45.15
Downtown Ford	Repairs	299.88
Donald Nape	Exam Reimb	254.90
Reidl's	Repairs	331.45
AT & T	Service	53.29
RJ Wright & Sons	Fuel	3,824.69
USA Bluebook	Repairs	1,405.50
USA Bluebook	Supplies	539.30
Cintas	Uniform Rental	120.64
Kegler Brown Hill Ritter	Legal Fees	7,149.00
Andy Mitchell	CPR Class	265.00
Utilities Instrumentation Services	Programming Services	3,010.30
Kegler Brown Hill Ritter	Legal Fees	7,149.00
Smartbill	Billings	273.00
American Highway Products	Manhole Risers	2,886.95
American Highway Products	Manhole Risers	2,054.55
Northeast Ohio Natural Gas	Utility	14.08
Frontier	Service	54.73
American Electric Power	Electric	103.87
Verizon Wireless	Cell Phone Service	111.09
Verizon Wireless	Cell Phone Services	210.16
Frontier	Service	45.29
Frontier	Service	46.97
American Electric Power	Electric	518.46
American Electric Power	Electric	169.13
Frontier	Service	42.03
Michael Benza & Associates	Dundee Project	153.00
Graphic Enterprises	Staples	107.05
Gempler's	Boots	32.36
Northern Safety	Materials	199.11
Northern Safety	Materials	56.91

Frontier	Service	32.26
Frontier	Service	38.00
American Electric Power	Electric	1,956.51
Common Pleas		
Quickprint Center	Supplies	285.00
Community & Economic Development		
Staples Credit Plan	Supplies	17.98
Treasurer		
Alban Title	Title Search & Preliminary Judicial Report	300.00
Alban Title	Title Search & Preliminary Judicial Report	300.00
Harris Computer Systems	Software Support	372.81
Coroner		
Catherine Clarke	Travel	149.31
Catherine Clarke	Travel	161.92
Engineer		
A & M Service Center	Repairs/Parts	91.80
Fulton County Engineer	Purchase of Bridge Credits	104,500.00
National Lime & Stone	Materials	5,542.85
Russell Standard/JASA	Materials	43,835.45
Newton Asphalt	Materials	345.15
Glass Lumber	Supplies	148.00
Larry Hoagland	Repairs/Parts	880.00
Rick Watson Trucking	Material Hauling	4,037.07
Galicks	Bridge & Culvert Supplies	74.00
Martin Quarry	Materials	747.18
Fastenal	Bridge & Culvert Supplies	115.40
First Communications	Long Distance	21.30
E & H Hardware Group	Repairs/Parts	17.92
Cross Truck Equipment	Repairs/Parts	201.25
Advance Auto Parts	Repairs/Parts	11.98
Triple R Trailer Sales	Repairs/Parts	191.60
Snyder Brothers Sales & Service	Repairs-Parts	292.05
Clum Tire Service	Repairs/Parts	76.00
Truck Sales & Service	Repairs/Parts	1,623.97
Dover Brake	Repairs/Parts	98.66
Independence Business Supply	Supplies	60.98
Sidwell Materials	Materials	13,935.28
RJ Wright & Sons	Gas & Fuel Oil	25,655.72
Martin Quarry	Materials	892.60
Dominion East Ohio Gas	Service	35.47
Frontier Communications	Service	230.55
Russell Standard/JASA	Materials	76,784.83
American Electric Power	Electric	2,072.46
Recorder		
Staples	Supplies	62.46
ACS	Freight Charges	29.34
Lori Smith	Reimb/Shipping Charges	15.28
Xerox	Base Charges	321.08
Juvenile/Probate		
Total First Aid	Supplies	24.70
Clerk of Courts		
Jeanne Stephen	Travel	90.16
Southern Court		
Quill	Supplies	12.59
Quill	Supplies	63.99
Child Support		
First Communications	Long Distance	41.92
Jeff Mamarella	IV-D Contract/Juvenile Court Magistrate	7,892.81

Blasenhauer Plumbing	Service	290.40
Blasenhauer Plumbing	Service	89.60
Tusc Co Clerk of Courts	IV-D Contract	510.97
American Electric Power	Electric	1,978.61
Toshiba Business Solutions	Copier Maintenance	132.70
Frontier	Service	48.40
Tusc Co IT Dept	Installation of New Drop	280.60
Dominion East Ohio Gas	Service	840.32

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

NO OTHER BUSINESS COMING BEFORE THE BOARD.

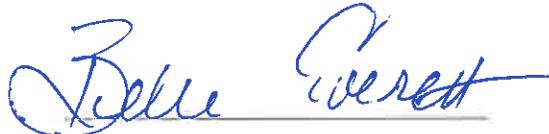
RESOLUTION (717-2014) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to adjourn at 9:26 a.m. to meet in Regular Session, Monday, the 4th day of August, 2014.

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

Commissioner Abbuhl, absent;





Attest: 
 Clerk of the Board