

# July 7, 2014

## Agenda

*Pledge of Allegiance*

Approve Minutes

Supplemental Appropriations (1)

Reduction of Appropriations (1)

Transfer of Funds (1)

Authorize Mortgage Subordination – CHIP (Poland)

Treasurer’s Investments – June 2014

RUMA – Tennessee Gas Pipeline

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 7<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 (638-2014) 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, yes;  
Belle Everett, yes;  
Kerry Metzger, yes;

### **RESOLUTION (639-2014) SUPPLEMENTAL APPROPRIATIONS**

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

| DEPARTMENT       | FROM    | TO      | AMOUNT   | REASON              |
|------------------|---------|---------|----------|---------------------|
| Probate/Juvenile | M51-M11 | M51-M07 | \$800.00 | Guardianship Fringe |

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

**RESOLUTION (640-2014) REDUCTION OF APPROPRIATIONS**

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

| DEPARTMENT | FROM     | TO                     | AMOUNT      | REASON    |
|------------|----------|------------------------|-------------|-----------|
| 911 Fund   | S080-S02 | Unappropriated Balance | \$18,952.24 | Salaries  |
| “ “        | S080-S16 | “ “                    | \$2,908.64  | Insurance |
| “ “        | S080-S17 | “ “                    | \$2,653.31  | PERS      |
| “ “        | S080-S18 | “ “                    | \$274.81    | Medicare  |

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

**RESOLUTION (641-2014) 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    |
|------------------------|----------|-----------|-------------|-----------|
| Information Technology | A016-A05 | A001-J01  | \$18,952.24 | Salaries  |
| “ “                    | A016-A05 | A001-J08  | \$2,908.64  | Insurance |
| “ “                    | A016-A05 | A001-J09  | \$2,653.31  | PERS      |
| “ “                    | A016-A05 | A001-1010 | \$274.81    | Medicare  |

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

**RESOLUTION (642-2014) CHIP MORTGAGE – POLAND (FY-2006)**

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the authorization of the President and/or Vice President of the Board of Tuscarawas County Commissioners to sign the Subordination Agreement (Waiver of Priority of Mortgage) for the Belinda Poland Property (Ms. Poland was a participant in the FY-2006 Tuscarawas County CHIP Program, originally recorded in Mortgage Book Volume 1308, Page 2606-2610), in favor of The Huntington National Bank.

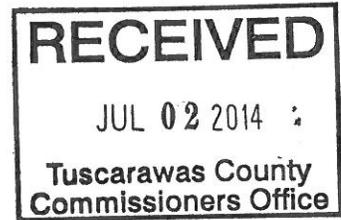
This agreement to subordinate is conditional upon review of the final documents: Settlement Statement, Note, Truth & Lending Statement, and Monthly payments including Escrow by the Tuscarawas County Office of Community & Economic Development before they are signed by the homeowner.

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

**RESOLUTION (643-2014) TREASURER'S INVESTMENTS – JUNE 2014**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following Treasurer's Investments:

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



July 2, 2014

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

Commissioners:

As provided by Section 132.21 of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of June, 2014:

See attached Monthly Portfolio Report for individual purchases, sales/maturities.

End of month interest amount to credit to July report is \$1,934.47

Monthly Investment Total -\$37,123,432.93 Balance in Checking Acct. -Chase \$14,398,370.66  
(leaving large balance to offset bank charges)  
Huntington \$2,039,658.33 (Month End)

.....  
**Total cumulative interest through June, 2014 is: Co. Gen. \$77,985.21**

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

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

**RESOLUTION (644-2014) RUMA – TENNESSEE GAS PIPELINE**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following agreement as requested by Joe Bachman, County Engineer and approved by Bob Stephenson, Assistant Prosecuting Attorney:

**MODEL ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR HORIZONTAL PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at New Philadelphia, Ohio, by and between Tuscarawas County, a political subdivision, whose mailing address is 832 Front Avenue, SW New Philadelphia, OH 44663 (hereafter "Authority"), and Tennessee Gas Pipeline Company LLC, whose address is 1001 Louisiana Street, STE 1000, Houston, Texas 77002 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Mill and Rush Townships, in Tuscarawas County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain pipelines, and intends to inspect and repair said pipelines located in Mill and Rush Townships, in Tuscarawas County, Ohio; and

**WHEREAS**, Operator intends to commence use of **See attached Exhibit "A" for description roads and mileage** for the purpose of ingress to and egress from the inspection sites and main line valve sites for traffic necessary for the purpose of inspection and repair; and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR See attached Exhibit "A" for description roads and mileage, to be utilized by Operator hereunder, is that exclusive portion beginning at \_\_\_\_\_ *(route description here ending at the intersection of CR/TR)*. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR ( \_\_\_\_\_ ) for any of its Activities hereunder.
  
2. The portion of CR/TR (See attached Exhibit "A" for description roads and mileage \_\_\_\_\_), to be utilized by Operator hereunder, is that exclusive portion beginning at \_\_\_\_\_ *(the intersection of CR/TR ending at the site)* wherein Operator's sites are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR ( \_\_\_\_\_ ) for any of its Activities hereunder.
  
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Tuscarawas County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
  
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Activity whatsoever; except to the extent caused by the Authority's gross negligence or willful misconduct.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
12. Intentionally left blank.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on 7/7, 2014.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: Chris Altabek  
Commissioner/Trustee

By: [Signature]

By: Belle Everett  
Commissioner/Trustee

Printed name: Daniel Gredwig

By: Kerry Metzger  
Commissioner/Trustee

Company Name: Tennessee Gas Pipeline Company LLC

By: Joe Bachr  
County Engineer

Title: Director Right of way

Dated: 7/7/14

Dated: 6-27-14

Approved as to Form:  
[Signature]  
County Prosecutor

TENNESSEE GAS PIPELINE  
TUSCARAWAS COUNTY RUMA

EXHIBIT "A"

- MORAVIAN TRAIL ROAD - 3.10 MILES
- WATERWORKS HILL ROAD - 2.14 MILES
- EDIE HILL ROAD - 3.96 MILES
- NEWPORT RD SE - 2.89 MILES
- ST. CLAIREVILLE ROAD - 0.77 MILES
- RIVER HILL ROAD SE - 5.96 MILES
- FALLEN TIMBER ROAD - 5.93 MILES
- GILMORE ROAD - 5.61 MILES
- HINDS RIDGE ROAD - 3.66 MILES
- LAKE PAGE RD - 1.00 MILE



VOTE:

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

**RESOLUTION (645-2014)****PAY BILLS**

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

**Commissioners**

|                                   |                          |            |
|-----------------------------------|--------------------------|------------|
| Brandywine Valley Development     | Royalty Sharing          | 218.75     |
| Liberty Distributors              | Supplies                 | 330.72     |
| Multi County Juvenile Attn Center | Third Quarter            | 260,597.46 |
| Steve Thomakos                    | Professional Services/WC | 750.00     |
| Quality Sew & Vac                 | Hoover Vacuum            | 155.00     |
| Accurate Auto                     | Service                  | 27.25      |

**Juvenile/Probate**

|                  |               |        |
|------------------|---------------|--------|
| Johnson Printing | Supplies      | 210.00 |
| Johnson Printing | Supplies      | 74.25  |
| Xerox            | Leased Copier | 106.52 |
| Xerox            | Leased Copier | 232.71 |
| Xerox            | Leased Copier | 105.13 |
| Tusc Co IT Dept  | Supplies      | 567.88 |
| Tusc Co IT Dept  | Supplies      | 277.21 |

**Law Library**

|                              |                   |        |
|------------------------------|-------------------|--------|
| Tusc Co Clerk of Courts      | Notary Fees       | 231.00 |
| Independence Business Supply | Supplies          | 42.29  |
| Matthew Bender & Co          | CSEA Book Request | 392.31 |

**Community Corrections**

|                            |          |        |
|----------------------------|----------|--------|
| Tusc Co Sheriff's Reserves | Security | 678.00 |
|----------------------------|----------|--------|

**Auditor**

|                             |                 |          |
|-----------------------------|-----------------|----------|
| Tusc Co IT Dept             | Supplies        | 383.53   |
| Tusc Co IT Dept             | Supplies        | 340.66   |
| Dave Yost, Auditor of State | GAAP Conversion | 3,839.30 |
| Dave Yost, Auditor of State | GAAP Conversion | 5,335.70 |

**Community & Economic Development**

|                 |          |        |
|-----------------|----------|--------|
| Tusc Co IT Dept | Supplies | 723.22 |
| Quill           | Supplies | 94.43  |

**Sheriff**

|                     |             |          |
|---------------------|-------------|----------|
| Michael Creager     | Travel      | 13.25    |
| Michael Creager     | Travel      | 103.89   |
| Xerox               | Service     | 840.79   |
| Lowe's              | Supplies    | 327.25   |
| Dutch Creek Foods   | Inmate Food | 2,422.55 |
| Frontier            | Service     | 1,637.60 |
| Meat Packers Outlet | Meat        | 577.08   |

**911**

|          |                 |        |
|----------|-----------------|--------|
| Frontier | Service         | 166.09 |
| Xerox    | Service         | 134.49 |
| Frontier | Wireless Tariff | 934.24 |

**Job & Family Services**

|                            |           |           |
|----------------------------|-----------|-----------|
| Tuscora Electric           | Supplies  | 22.04     |
| Mark & Raynah Abbuhl et al | AA & SAMS | 25,583.89 |

**Clerk of Courts**

|                              |                  |        |
|------------------------------|------------------|--------|
| Independence Business Supply | Supplies         | 6.79   |
| Xerox                        | Service          | 93.13  |
| Staples                      | Equipment/Chairs | 980.00 |

|         |                  |          |
|---------|------------------|----------|
| Staples | Equipment/Chairs | 1,528.00 |
| Staples | Printer          | 179.99   |
| Staples | Supplies         | 45.99    |
| Staples | Supplies         | 222.61   |

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

**OTHER BUSINESS:**

Commissioner Metzger presented a draft resolution for posting the Board’s upcoming meeting agendas online. He asked for the commissioners to review it and let him know of any changes they would like to see.

RESOLUTION NO. \_\_\_\_\_

**BOARD OF TUSCARAWAS COUNTY COMMISSIONERS  
 DIRECTING THE POSTING OF THE BOARD’S UPCOMING MEETING AGENDAS ON  
 TUSCARAWAS COUNTY WEBSITE AND  
 PROVIDING POLICY AND PROCEDURES FOR THE POSTING**

*WHEREAS, the Tuscarawas County Board of Commissioners has determined that in keeping with the spirit of Ohio’s Public Records Act that the posting of the upcoming meeting agendas on the Tuscarawas County website is appropriate; and*

*WHEREAS, the Board wishes to adopt a policy and procedure with respect to the posting of the upcoming meeting agendas as set forth below:*

**POLICY AND PROCEDURES FOR THE  
 POSTING OF THE BOARD’S UPCOMING MEETING AGENDA**

*Any items for review or consideration by the Board of Commissioners at their next regular meeting shall be submitted to the Clerk of the Board as determined by resolution at the Board’s annual reorganization meeting.*

*The Board of Commissioners reserves the right to amend the posted meeting agenda at the beginning of its regular meeting.*

*The Board of Commissioners recognizes that special meeting agendas will be set in accordance with Ohio Revised Code (ORC) and will be posted as soon as the meeting is established.*

*The Clerk of the Board or the Clerk’s designee(s) shall transmit the list of agenda items to be considered by the Board of Commissioners for each board meeting to the Tuscarawas County Information Technology Department to the attention of Director of Technology or its designee. As soon as practicable, the Information Technology Department will post the agenda items in a separate PDF file on the Commissioners’ portion of the Tuscarawas County website for dissemination to the general public. The webpage containing the links to the PDF files containing the posted agenda items shall contain the following disclaimer.*

**TUSCARAWAS COUNTY BOARD OF COMMISSIONERS  
 WEBSITE TERMS OF USE/DISCLAIMER**

*The Board grants you a limited license to access and make personal use of this website. The public record information available here reflects the record of the proceedings of the Tuscarawas County Board of Commissioners; specifically, the journals required to be kept by the Board under Ohio law, R.C. 305.10 and 305.11. The information reflected are the actual documents filed in the Commissioners’ Journal. The bound journals kept at the Tuscarawas County Board of Commissioners’ office, constitute the official record of the proceedings of the Board. The data, though generally deemed reliable, cannot be guaranteed. All information provided by this internet service is provided “as is” with no warranties, express or implied, including the implied warranty of fitness for a particular purpose. In no event shall the Board or any County office or official be liable for any damages, of any nature whatsoever, arising out of the use of, or the inability to use this internet service. The information contained on this website cannot be reproduced, duplicated, copied, sold, re-sold, published or otherwise exploited for any commercial purpose without the express written consent of the Tuscarawas County Board of Commissioners.*

*NOW, THEREFORE, BE IT RESOLVED by the Board of Tuscarawas County Commissioners that the Board's Policy and Procedures for the posting of Board's agenda shall be adopted, and a copy of this Resolution shall be transmitted to the Director of the Tuscarawas County Information Technology Department.*

*Mr./Ms. \_\_\_\_\_ made the motion to accept and adopt this Resolution.*

*Mr./Ms. \_\_\_\_\_ seconded the motion, roll call shows:*

*Commissioner Chris Abbuhl  
Commissioner Belle Everett  
Commissioner Kerry Metzger*

*The motion carried.*

*I certify that this Resolution is a true and correct copy of the proceedings of the Board as noted above.*

*\_\_\_\_\_  
Jane Clay, Clerk of the Board  
of Tuscarawas County Commissioners*

*Date \_\_\_\_\_*

This will be the list of agenda items. The background information will be journalized in the minutes. This gives folks a chance, if they have an interest, to see what items the board is considering at their next regular meeting. This year at the reorganization meeting the deadline for submittals was change to noon on Wednesday for Thursday's meeting and noon on Friday for Monday's meeting. Submittals will be in accordance to the resolution passed each year regarding the deadline for submitting. Roberts Rules and Orders give the board a right to amend the agenda. Just because it was posted, it may change depending upon issues and circumstances. Commissioner Everett added there could be an emergency item or something simple that needs to be added to the agenda. Special meetings are set in accordance to ORC as they can only be held for a specific purpose and only for that purpose. The notices of special meetings with the purpose are sent to the media. As it is sent to the media it will be posted on the website. Bob Stephenson (Assistant Prosecuting Attorney) will add the ORC section for special meetings. Commissioner Metzger has spoken to April (IT Director) and she is fine with this. He has requested April to put it on a separate "page" and it will be posted similar to the minutes with a quick link. The minutes will be the minutes and the agenda will be the agenda (postings on the website). Commissioner Abbuhl added that the agenda is then included in the minutes. Commissioner Everett asked if they would be posted forever or will they take them down as the agenda is on the minutes so you don't need to keep it? The records commission will review it and make a decision. Commissioner Everett understands the press calls in here to see what's on the agenda so this would be great. Commissioner Metzger stated the disclaimer was not changed. Bob Stephenson reviewed the resolution and is fine with it but needs to add the revised code for special meetings. The Clerk is fine with it. Commissioner Everett stated that today she got the agenda in the morning and questioned if we are going to make an effort to put it up on Friday? The Clerk explained that Friday was a holiday so offices had up until 4:30 p.m. Thursday to submit items. Commissioner Everett also questioned if the Clerk will send it to the commissioners at the same time it is sent to IT? Commissioner Metzger stated once the agenda is assembled it will be able to be passed onto IT and the Commissioners. Commissioner Abbuhl added "just like it is now". Commissioner Metzger would like to have this ready for the agenda Thursday.

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

**RESOLUTION (646-2014) ADJOURN**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to adjourn at 1:25 p.m. to meet in Regular Session, Thursday, the 10th day of July, 2014.

VOTE: Chris Abbuhl, yes;  
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.*

Chris Abbuhl  
Belle Everett  
Kerry Metzger

Attest: Jane E. Cleary  
Clerk of the Board