

June 16, 2014

Agenda

Pledge of Allegiance

1:30 Bids 2013 CDBG Projects

Approve Minutes

Interfund Transfer/Advance

Supplemental Appropriations (1)

Transfer of Funds (1)

Authorize Filing of Application – CD NRG 2014

Approve Agreement – Fisher Architect – ODOT CVB Project

Approve MOU – Law Library Consortium

Dog Pound Monthly Report – May 2014

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 16TH DAY OF JUNE, 2014, WITH THE FOLLOWING MEMEBERS PRESENT:

Chris Abbuhl
Belle Everett
Kerry Metzger

Commissioner Abbuhl presiding.

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

RESOLUTION (579-2014) 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 (580-2014) INTERFUND TRANSFER/ADVANCE

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

Tusc. Co. Treasurer Co. General to Children Services \$128,534.24

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

RESOLUTION (581-2014) SUPPLEMENTAL APPROPRIATION

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Law Library	S20-S99	S20-S16	\$3114.40	Equipment

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

RESOLUTION (582-2014) 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
Water & Sewer	P00-P06	P00-P07	\$10,000.00	Contract Services

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

RESOLUTION (583-2014) AUTHORIZE FILING OF NEIGHBORHOOD REVITALIZATION GRANT (NRG) PY 2014

It was moved by Commissioner Everett, seconded by Commissioner Metzger to authorize the filing of the PY-2014 Community Development –Neighborhood Revitalization (NRG) Grant Application (City of Uhrichsville-Eastport Avenue). This includes all understandings and assurances contained therein, it also directs and authorizes the county’s Chief Executive Officer (President of the Board, Tuscarawas County Board of Commissioners and/or the Vice-president of the Board) to act in connection with the application and to provide such additional information and signatures as may be required.

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

RESOLUTION (584-2014) APPROVE AGREEMENT-Fisher Architect-ODOT CVB Project

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

TUSCARAWAS COUNTY
AGREEMENT NO. 18558

This Agreement No.18558 entered into this ^{16th}~~12~~ day of June, 2014, by and between Tuscarawas County, acting by and through the Board of County Commissioners, hereinafter referred to as the County, and R. Fisher Architects, LLC., hereinafter referred to as the Consultant, with an office located at 211 East Front Street, Dover, Ohio 44622.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform Construction Inspection and keeping of records and documents, Construction Administration and Testing as may be authorized by the County for reconstruction of portions of the Tuscarawas County Information Center in Tuscarawas County, Ohio, identified as TUS Tourist Information Center PID 85209.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The County and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Inspection.

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed Nine Thousand Dollars (\$9,000.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
R. Fisher Architects, LLC.	Architect	\$175.00	\$175.00
	CADD Operator	\$80.00	\$80.00
	Clerical	\$65.00	\$65.00
			\$0.00
			\$0.00
			\$0.00

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The Department of Transportation's Locally Administered Transportation Projects Manual of Procedures, LPA Construction Administration Chapter and appendices.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the County.

R. Fisher Architects, LLC.

By: Richard Fisher

Title: Architect

TUSCARAWAS COUNTY
BOARD OF COMMISSIONERS

x Kerry Metzger
Kerry Metzger, Commissioner

x Chris Abbuhl
Chris Abbuhl, Commissioner

x Belle Everett
Belle Everett, Commissioner

APPROVED AS TO FORM:

By: [Signature]

Title: [Signature]

VOTE:

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

RESOLUTION (585-2014) APPROVE MOU-Law Library Consortium

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATEWIDE CONSORTIUM OF COUNTY LAW LIBRARY RESOURCE BOARDS
AND BOARD OF TUSCARAWAS COUNTY COMMISSIONERS ON BEHALF OF THE
TUSCARAWAS COUNTY LAW LIBRARY RESOURCES BOARD**

This Memorandum of Understanding ("MOU") is made this 13th day of May, 2014 by and between the Statewide Consortium of County Law Library Resources Boards (hereinafter the "SCCLLRB") and the Board of Tuscarawas County Commissioners (hereinafter the "County") on behalf of the Tuscarawas County Law Library Resources Board (hereinafter the "LLRB").

SECTION 1: PURPOSE AND USE

- 1.1 The SCCLLRB is a statewide consortium comprised of all county law library resource boards. R.C. 3375.481. The Consortium is governed by a five member board authorized to provide grants to LLRBs.
- 1.2 The County is a political subdivision of the State of Ohio.
- 1.3 The LLRB is a County board.

SECTION 2: RESPONSIBILITIES OF THE SCCLLRB

- 2.1 The SCCLLRB will provide a one time, total grant award in the amount of \$3,114.40, on the terms and conditions specified in its Request for Proposals, to the County for use by the LLRB.
- 2.2 A true and accurate copy of the Request for Proposals is attached and incorporated.

SECTION 3: RESPONSIBILITIES OF THE COUNTY BOARD

- 3.1 The LLRB will use the grant funds as described in its grant proposal.
- 3.2 A true and accurate copy of the LLRB's Proposal in response to the Request for Proposals is attached and incorporated.

SECTION 4: RESPONSIBILITIES OF THE BOARD OF COUNTY COMMISSIONERS

- 4.1 The County will allocate the grant funds to the LLRB fund for use as described in the grant proposal.
- 4.2 A true and accurate copy of the LLRB's awarded funds is attached and incorporated.

SECTION 5: TERM, RENEWAL, TERMINATION

- 5.1 The term of this MOU shall be effective May 13, 2014 and shall continue in effect until December 31, 2014. Either party may cancel this MOU by sending a written notice of

termination to the other party thirty (30) days prior to the date of termination.

5.2 All notices in connection with this MOU shall be sent to the following representatives:

Judith R. Maxwell, Executive Director
Statewide Consortium of County Law
Library Resources Board
20 W. Central Ave.
Delaware, Ohio 43015

Gerald A. Latanich, Chair
Tuscarawas Co. LLRB
101 East High Ave.
New Philadelphia, Ohio 44663

Section 6: MISCELLANEOUS

- 6.1 This MOU constitutes the entire agreement between the parties as to the subject matter described herein, and any changes or modifications to this MOU shall be made and agreed to in a written amendment signed by both parties.
- 6.2 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.
- 6.3 LLRB agrees that, in the performance of this MOU, it will not unlawfully discriminate in its employment or contract practices, on the basis of race, religion, gender, national origin, age, handicap, or veteran status.
- 6.4 LLRB agrees to comply with all applicable federal, state and local laws in administration of the grant award funds.
- 6.5 LLRB agrees to provide the SCCLLRB accurate receipts of all purchases by January 15, 2015 and to refund any unspent funds to the SCCLLRB by February 15, 2015.
- 6.6 No amendment or modification of this MOU shall be effective unless made in writing and signed by all parties.
- 6.7 If any provision of this MOU shall be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.
- 6.8 The failure of any party to exercise or enforce in any respect any right or provision provided for in this MOU shall not be deemed a waiver of any such right or provision.
- 6.9 This MOU shall bind the parties thereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever, and shall not be modified unless done so in writing signed by authorized representatives of both parties.
- 7.0 The headings in this MOU are for reference only. They are not intended and shall not be

construed to be a substantive part of this MOU or in any other way to effect the validity, interpretation, or effect of any of the provision of this MOU.

- 7.1 LLRB affirmatively represents and warrants to SCCLLRB that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. LLRB agrees that if this representation and warranty is deemed to be false, the MOU shall be void ab initio as between the parties to this MOU, and any funds paid by SCCLLRB shall be immediately repaid to SCCLLRB, or an action for recovery may be immediately commenced by SCCLLRB for recovery of said funds.
- 7.2 This MOU shall be fully executed and effective on the latter date it has been signed by the parties hereto. Failure to execute and return the MOU to SCCLLRB within 60 days will result in rescission of the grant approval.

IN WITNESS WHEREOF, the parties hereunto have caused this MOU to be duly executed.

Statewide Consortium of County Law Library Resources Boards

By: Judith R. Maxwell
Judith R. Maxwell, Executive Director

Date: June 2, 2014

Tuscarawas County Law Library Resources Board

By: Gerald A. Latanich
Gerald A. Latanich, Chair

Date: June 6th, 2014

Board of Tuscarawas County Commissioners

By: Chris Albrecht
President

Date: 6/16/14

APPROVAL AS TO FORM

Mike DeWine
Ohio Attorney General

By: Jennifer S. M. Croskey
Assistant Attorney General

Date: _____

Prosecuting Attorney, Tuscarawas County

By: [Signature]
Prosecuting Attorney

Date: 6/12/14

**MEMORANDUM OF UNDERSTANDING
 BETWEEN THE
 STATEWIDE CONSORTIUM OF COUNTY LAW LIBRARY RESOURCE BOARDS
 AND BOARD OF TUSCARAWAS COUNTY COMMISSIONERS ON BEHALF OF THE
 TUSCARAWAS COUNTY LAW LIBRARY RESOURCES BOARD**

ADDENDUM

AWARD LIST AND AMOUNT		
DATE	ITEMS	AMOUNT
May 13, 2014	Digital projector	\$722.50
	Batteries	\$272.00
	3 monitors	\$377.40
	Laptop computer	\$548.25
	3 network backup accts.	\$255.00
	2 IP cameras	\$272.00
	3 webcams	\$114.75
	Website	\$552.50
TOTAL		\$3,114.40

VOTE:

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

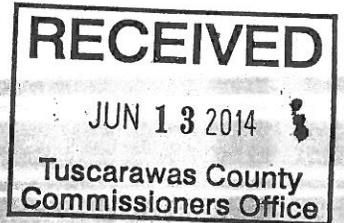
RESOLUTION (586-2014) DOG & KENNEL MONTHLY REPORT-May 2014

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the Dog & Kennel Monthly Report for May 2014.

DOG & KENNEL MONTHLY REPORT

<i>MAY 2014</i>	
DESCRIPTION:	AMOUNT:
Dogs picked up by Wardens:	30
a.) Owner requested pick up:	1
b.) Strays picked up by wardens:	29
c.) Strays brought in by public	11
Complaints handled:	105
Dogs brought to pound by owners:	24
Total Number Dogs Euthanized:	19
Owner requested euthanasias:	12
Dog Holdovers:	77
Citations Issued:	7
Animal claims:	0
Dogs Sold:	11
Dogs Redeemed:	19
License Sold:	21
License Sold on road by Wardens:	16
License Fees:	\$ 420. ⁰⁰
Pound Fees:	\$ 438. ⁰⁰
Pick up Fees:	\$ 420. ⁰⁰
Euthanasia Fees:	\$ 168. ⁰⁰
Mileage on trucks (1 & 2):	2935
Releases to Rescues:	11

Submitted by: *Karen Slough - Tuscarawas Co. Dog Warden*



VOTE:

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

Discussion: Commissioner Everett stated that she feels the tablets that were purchased for the dog pound have been very beneficial and it appears the wardens are selling more licenses due to the fact that they have immediate access to check when they are on the road. She will be looking at the statistics in the coming months.

RESOLUTION (587-2014) PAY BILLS

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

Commissioners

GovDeals	Auction Sales Fees	55.00
Treasurer Tusc Co	Internet Auction Distribution	54.00
Times Reporter	R & B Advertising	271.25
Frontier	Service/216.014.8124.092198.5	598.00
RJ Beck Protective Systems	Alarm Monitoring Services	93.00
G & L Supply	Supplies	572.40

Dog Pound

Damon Industries	Supplies	84.29
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Public Defender

Matthew Bender & Co	Law Books	447.74
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Sheriff

New Phila Water Dept	Water	1,944.43
Union Hospital	Inmate Medical Treatment	305.39
Diamond Drugs	Inmate Medication	4,392.70
Moore Medical	AED Supplies	540.39
Terminix	Insect Treatment	113.00
I-Con Systems	Shower Heads	1,681.10
Helblings	Kettle & Dishwasher Repair	322.64
G & L Supply	Supplies	565.78
Verizon Wireless	Cell Phone Service	557.97
Danco Lettering	Car Decals	240.00
RJ Wright & Sons	Gasoline	18,076.23
Rosenberry Towing	Towing Service	125.00
Miller & Co	Unit Service/IWP	64.00
Ziegler Oil	Repairs	8,102.68
Staples	Supplies	113.00
Ohio BCI & I	CCW Background Checks	2,253.00
Agland Coop	K9 Supplies	39.99
Tusc Co Health District	Inmate Dental Treatment	697.00
Federated Auto Parts	Supplies	31.44
Steel Valley Portable X Rays	Inmate X Rays	55.00

911

MNJ Technologies	Supplies	206.00
MNJ Technologies	Supplies	291.60
Ohio Highway Patrol	LEADS Service	747.00
Language Line Services	Interpreter Service	32.88
American Electric Power	Tower Electric	268.77
Guernsey Muskingum Electric	Tower Electric	294.65

Veterans

American Legion Post #431	Memorial Day Expense	500.00
VFW Post #3303	Memorial Day Expense	500.00

Auditor

Middaugh Printers	Payroll Warrants	497.75
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Employee Dress Down Day Fund

Tusc Co Humane Society	Dress Down Day	561.00
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Community & Economic Development

Frontier Communications	Long Distance	43.73
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Southern Court

Lexis Nexis Matthew Bender	Legal Books	73.08
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Law Library

Matthew Bender	Books	123.57
Matthew Bender	Books	645.60
Thomson Reuters	Books	431.00

Engineer

Ziegler Tire	Repairs/Parts	8,460.00
Guernsey Muskingum Electric	Electric Service	18.00
WE*Quicksall & Associates	Tus-CR 62.00.79	22,495.50

Water & Sewer

Ream & Haager Lab	Lab Services	623.00
Staley Technologies	Repairs	110.90
Reid's Garage	Repairs	142.71
American Electric Power	Electric	9,913.92
Michael Benza & Associates	Dundee Water Treatment Imp Project	1,273.00
USA Bluebook	Materials	170.72
Reid's	Repairs	600.00
Rose Products	Supplies	54.36
Charles Rewinding	Repairs	169.76
Village of Tuscarawas	Wainwright Payment	1,106.12
Village of Tuscarawas	Wainwright Payment	1,088.11
Frontier	Service	34.14
American Electric Power	Electric	2,243.35
Cintas	Uniform Rental	298.98
Down Town Ford	Repairs	1,057.30
Frontier	Service	293.81
Frontier	Service	36.02
Staples	Supplies	314.34

Child Support

Jeff Mamarella	IV-D Contract/Common Pleas Magistrate	1,340.24
Sean Miller	Travel	196.97

Clerk of Courts

Verizon Wireless	Service	149.84
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Job & Family Services

Shoup's Cleaning Co	Interior of Van Cleaning	278.50
Staples Business Advantage	Supplies	150.45
Tusc Co Commissioners	Rent & Utilities	5,193.52
Graphic Enterprises	Copier Contract Services	115.91
Timothy Haswell	Travel & Training	98.72
Joyce Barker	Travel & Training	86.48
Geoffrey Geers	Travel & Training	104.55
Janice Wimer	Travel & Training	51.80
Gayle Hahn	Travel & Training	107.40
Vincent & Dana Beachy	Transportation	147.94
Northeast OH Behavioral	Testing	360.00
Gary Hall	Rent & Deposit	750.00
Vincent & Dana Beachy	Transportation	37.17
Kim Bieber et al	NET Mileage Reimb	1,133.44
Belmont Pines Hospital et al	Boarding Home Payroll	192,935.03

Emergency Management

Staples Credit Plan	Equipment	549.99
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VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

Other Business: Commissioner Metzger ask a question of Commissioner Everett regarding the recent security meeting she attended. He wondered if the cameras that they were getting a quote for would be for the parking area directly behind the courthouse and annex buildings or if they were looking at pricing for the employee lots as well. Commissioner Everett stated she believes it would be for the areas behind the courthouse and annex so the Sheriff's employees could view people coming and going from the buildings, but she would get clarification on that. She stated that the cameras would also be able to view the area where the Treasurer's drop box is located.

RESOLUTION (588-2014) RECESS

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to recess at 1:16 p.m. until the next scheduled appointment at 1:30 p.m.

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

Commissioner Abbuhl called the meeting out of recess at 1:30 p.m. for the purpose of opening bids for the 2013 CDBG Projects.

RESOLUTION (589-2014) ADVISMENTS-Bids

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to take the bids for the 2013 CDBG Projects under advisement:

BIDDER	AMOUNT	BOND
Newton Asphalt Paving	\$129,842.00	yes

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

NO FURTHER BUSINESS COMING BEFORE THE BOARD.

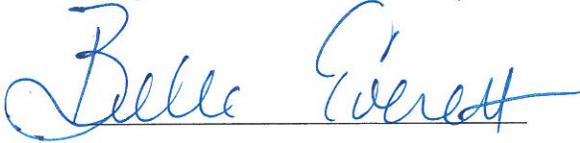
RESOLUTION (590-2014) ADJOURN

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to adjourn at 1:33 p.m. to meet in Regular Session, Thursday, the 19th day of June, 2014.

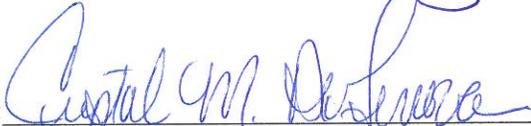
VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

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.







Attest: 

Acting Clerk