

**August 6, 2015**

**Agenda**

9:15 Gerald Latanich Public Defender  
 9:30 State Auditors Post Audit Conference

*Pledge of Allegiance*

Approve Minutes

Transfer of Funds (2)

Supplemental Appropriation (2)

Before/After

Approve SMART Ohio Pilot Funding Grant Agreement-Community Corrections

Advertisement for Bids-Engineer Project #4-2015 Roadway Resurfacing

Amend Resolution (647-2015) Include Amendment to PRC Plan

Remove from Table- Approve Agreement for Backwater Valve Installation-Water/Sewer

Approve Agreement for Backwater Valve Installation-Water/Sewer

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 6<sup>TH</sup> DAY OF AUGUST, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett  
 Kerry Metzger  
 Chris Abbuhl

Commissioner Everett presiding.

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

**RESOLUTION (697-2015) APPROVE MINUTES**

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

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

**RESOLUTION (698-2015) TRANSFER OF FUNDS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Veterans	A09-C06	A09-C02	\$28,000.00	Salaries-Employees
Veterans	A09-C06	A09-C02	\$600.00	Salaries-Soldiers Relief
Veterans	A09-D09	A09-C11	\$2,100.00	P.E.R.S.
Veterans	A09-D09	A09-C12	\$250.00	Medicare
Commissioners	A08-B02	A08-B05	\$3,000.00	Services

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

Note: Commissioner Metzger questioned if the Veterans transfer was needed due to the expansion of the transportation program or wage increases. Jane Clay, Executive Assistant, explained they appropriated for (1) employee and with the Transportation Program expansion they hired (2) two additional employees. (transportation coordinator and a secretary receptionist).

**RESOLUTION (699-2015) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	U40-U10	U40-U11	\$620.00	JFS Security Upgrade
Water & Sewer	Q75-Q99	Q75-Q44	\$3,000.00	Permits, Legal Advertising

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

**RESOLUTION (700-2015) BEFORE/AFTER EXPENDITURE**

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

The Supreme Court of Ohio (Public Defender)	1400.00
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VOTE: Belle Everett, yes;  
Kerry Metzger, yes;  
Chris Abbuhl, yes;

**RESOLUTION (701-2015) APPROVE SMART OHIO PILOT FUNDING GRANT AGREEMENT**

It was moved by Commissioner Abbuhl, seconded Commissioner Metzger, to approve the Ohio Department of Rehabilitation and Correction Subsidy Grant Agreement for Smart Ohio Pilot Funding.

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

Note: Commissioner Abbuhl explained the grant is used for a diversion program to keep offenders from going to jail. Commissioner Everett thanked Steve Pompey, Chief Probation Officer and Cristal Studer, Assistant Chief Probation Officer for obtaining these grants to benefit the Community Corrections Program.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
 SUBSIDY GRANT AGREEMENT FOR  
 SMART OHIO PILOT FUNDING**

**THIS GRANT AGREEMENT** (hereinafter referred to as Agreement) pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code (RC) is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), 770 West Broad Street, Columbus, Ohio and Tuscarawas County, Ohio (hereinafter referred to as Grantee), 101 East High Avenue, Suite 202, New Philadelphia, Ohio 44663.

WHEREAS, the Grantee has submitted a Statement of Interest in response to Grantor’s Request for Qualifications which makes funds available through the SMART Ohio Pilot Funding Grant, and

WHEREAS, the Grantor is authorized, pursuant to section 5149.30 et seq. of the Ohio Revised Code, to determine and award grant funds to assist local governments in community-based law enforcement services.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

**1. Probation Services Model:** Funding is provided for all of the Grantee’s Common Pleas Court felony offenders (allocated per offender, not per case) who are sentenced to a community alternative supervision including, but not limited to, probation, community control, intervention in lieu of conviction, and any punishment other than prison or judicial release supervision on or after June 1, 2015. The Grantee will receive funding based on the one category each offender qualifies for during the prior quarter of a year for the first two years of the community alternative supervision (maximum of \$2,650) or judicial release supervision (maximum of \$1,500). Offenders may only be counted in one category per quarter. The funding amounts per offender and sentencing categories are as follows:

- Start of community alternative supervision \$500
- Active community alternative supervision \$200  
at end of each quarter ( less than 2yrs, up to 7 quarters)
- Community alternative supervision terminated (no prison) \$750
- Start of judicial release supervision \$300
- Active judicial release supervision \$100  
at end of each quarter (less than 2yrs, up to 7 quarters)
- Termination of judicial release supervision (no prison) \$500

The Grantor awards to the Grantee up to the sum of **\$450,000**, to be paid in seven installments for the term beginning with the effective date of this Agreement and ending June 30, 2017 subject to the terms and conditions of this Agreement, unless extended or renewed by written agreement of both

parties or otherwise terminated as provided herein, but in no event shall this Agreement extend beyond March 30, 2018. Total expenditures for the grant period from July 1, 2015 to March 30, 2018 will not in any case exceed \$450,000. The installments will be paid in the following manner:

Quarterly installments will be based on the Grantee's Common Pleas Court felony offenders who are sentenced to a community alternative supervision and judicial release supervision on or after the June 1, 2015 as described in paragraph 1 of this Agreement.

FY16 – Four payments up to a total of \$255,000.

FY17 – Three payments up to a total of \$195,000.

The Grantor is not required to provide the total amount of the grant award if the data supplied by the Grantee does not warrant payment.

2. The amount specified in paragraph 1 of this Agreement is subject to appropriation by the Ohio General Assembly of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2016 and 2017. The parties agree that the Grantor may modify the amount in paragraph 1 if such appropriation is less than such proposed amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor within its discretion.
3. During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantor's Statement of Interest (hereinafter referred to as Program Services) in response to Grantor's Request for Qualifications which are attached hereto and incorporated herein, in order to obtain funds available through the SMART Ohio Pilot Funding Grant. Any significant program change or reduction requires the prior written approval of the Grantor. In the event such change or reduction is approved, the Grantor may make appropriate changes in funding under this Agreement.
4. In the event that the Grantee wishes to terminate this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event, in compliance with rule 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor any funds paid to the Grantee which represents funding for Program Services not yet rendered as determined by a financial audit completed by the Grantor.
5. The Grantor's Bureau of Community Sanctions shall monitor grant activities during the grant period. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. Should this fail, the Grantee can appeal to the Grantor's Managing Director of Courts and Community for final resolution.
6. The Grantor will make payments by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the total Grant award has been expended.

7. None of the persons who will staff and manage the Program Services, including those who are receiving some or all of their salaries out of these Grant funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

8. The Grantee will make a reasonable effort to supplement the Grant funding under this Agreement to further support the Program Services. Consequently, the Grantee will comply with RC 5149.33 which states:

No municipal corporation, county, or group of counties receiving a subsidy under division (A)(1) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multicounty, municipal, municipal-county, or multicounty-municipal jail or workhouse, for any county or municipal probation department, or for any community corrections program. Each subsidy shall be used to make corrections expenditures in excess of those being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the department of rehabilitation and correction may discontinue subsidy payments to the recipient.

**9. Program Evaluation:** The Grantee shall prepare and submit pursuant to the Grantor's instructions, the following reports:

- A. Progress Reports comprised of statistical data and other information. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.
- B. Financial reports submitted on a quarterly basis, 15 calendar days after the end of each quarter, as listed below:
  - a. 1<sup>st</sup> quarter report due October 15, 2015.
  - b. 2<sup>nd</sup> quarter report due January 15, 2016.
  - c. 3<sup>rd</sup> quarter report due April 15, 2016.
  - d. 4<sup>th</sup> quarter report due on July 15, 2016.
  - e. 5<sup>th</sup> quarter report (1<sup>st</sup> FY17 quarter) due on October 15, 2016
  - f. 6<sup>th</sup> quarter report (2<sup>nd</sup> FY17quarter) due on January 15, 2017.
  - g. 7<sup>th</sup> quarter report (3<sup>rd</sup> FY17 quarter) due on April 15, 2017.
- C. A final fiscal report submitted on April 30, 2018 or within 45 days from the date all grant funds have been expended, whichever date occurs first.

Failure to comply with any of these report requirements may result in the withholding of payments under this Agreement until such time as Grantee so complies. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services.

10. **Compliance:** All expenditures made by the Grantee with funds received through this Agreement shall be governed by laws of the State of Ohio. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 (Community Based Corrections Program) of the Ohio Administrative Code which are applicable under this Agreement may be cause for the Grantor to terminate this Agreement or further funding under this Agreement. Furthermore, the sum in paragraph 1 of this Agreement may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Statement of Interest; or

B. There is a financial or audit disclosure involving misuse of Grant funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce said sum shall be given in writing to the Grantee no later than sixty (60) days prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a request for reconsideration to the Grantor's Managing Director of Court and Community.

11. **Conflicts of Interest and Ethics Compliance.** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

12. **Certification of Funds.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of

the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantor's funding source.

13. **Compliance with Laws.** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

14. **Drug Free Workplace.** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

15. **Campaign Contributions.** Grantee hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

16. **Entire Agreement or Waiver.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

A. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

B. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

17. **Notices.** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

18. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

19. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

20. **Controlling Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

21. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

22. **Finding for Recovery.** Grantee warrants that it is not subject to an “unresolved” under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Grantee shall immediately repay to Grantor any funds paid under this Agreement.

23. **Execution.** This Agreement is not binding upon Grantor unless executed in full.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

**FOR THE GRANTOR:**

\_\_\_\_\_  
Christopher Galli Date  
ODRC Chief, Bureau of Community Sanctions

\_\_\_\_\_  
Cynthia Mausser Date  
ODRC Managing Director of Court and Community

**FOR THE GRANTEE:**

It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this Agreement and has designated the undersigned to sign on behalf of the Board.

*Belle Guerert* 8/6/15  
County Commissioner Date

*Kerry Metzger* 8/6/15  
County Commissioner Date

*Chris Abbott* 8/6/15  
County Commissioner Date



**RESOLUTION (702-2015) ADVERTISEMENT FOR BIDS-ENGINEER PROJECT #4-2015  
ROADWAY RESURFACING**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following advertisement for bids:

**ADVERTISEMENT FOR BIDS**

Sealed bids will be received at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663, until **9:30 am on August 27, 2015** for the following projects. Plans, specifications and contract documents are on file in the office of the Tuscarawas County Engineer, 832 Front Ave. SW, New Philadelphia, Ohio 44663. Copies may be obtained upon payment of a non-refundable fee of \$30.00 for each set of documents. Checks shall be made payable to "Tuscarawas County Engineer". Shipping and handling charges of \$15.00 will apply to all requests for shipping plans and specifications. The specifications and plans may also be obtained free of charge via e-mail by contacting the County Engineer's Office at [engineer@co.tuscarawas.oh.us](mailto:engineer@co.tuscarawas.oh.us).

Work will consist of furnishing all services, labor, materials and equipment necessary to perform work as per plans and specifications set forth by the Tuscarawas County Engineer. Specifically, the projects will consist of the following:

Project #4-2015 – Roadway Resurfacing

This project consists of Resurfacing approximately 0.45 mile of Tuscarawas County Road 105 – Dueber Road.

Bids shall be in conformity with the Ohio Revised Code, and shall be upon the forms furnished in the Contract Documents. Bids must be submitted in a sealed envelope, bearing on the outside, the name and address of bidder and the name of the project, "PROJECT #4-2015 TUSCARAWAS COUNTY."

This project is funded with a grant from the Stark-Tuscarawas-Wayne Joint Solid Waste Management District.

Attention is called to the prevailing wage rates to be paid where applicable for labor and public improvements in and for Tuscarawas County, as ascertained by the Department of Industrial Relations of the State of Ohio.

Each bid shall be accompanied by a bid guaranty in the form of (1) a certified check, cashier's check or irrevocable letter of credit pursuant to ORC 1305 equal to 10% for the bid; or (2) a bid guaranty and contract bond for the full amount of the bid; both forms of guaranty as provided in Chapter 153 of the Ohio Revised Code and in the project specifications. All bid guarantees shall be conditioned that if the bid is accepted within sixty (60) days of the bid opening, a proper contract shall be executed, and that upon failure or refusal to enter in to said contract within ten (10) days after the receipt of notification of award, the bidder and the surety on any bond shall be liable to the County in an amount not to exceed ten (10) percent of the bid.

The bonds or checks of all unsuccessful bidders will be returned within 48 hours after award of the contract or the rejection of all bids.

Each bid and all certificates shall be upon the forms furnished with the specifications, and shall be delivered to the Clerk of the Board of Tuscarawas County Commissioners on or prior to the date and hour specified for receiving bids.

Bidders shall comply with the Affirmative Action-Equal Employment Opportunity requirements set forth in the Contract Documents. A bidder/contractor will be deemed committed to the goal of such bid conditions by submitting a properly signed bid. Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, handicap, or national origin.

The Tuscarawas County Commissioners reserve the right to reject any or all bids, and to waive any informalities or irregularities in the bids received.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

BELLE EVERETT  
KERRY METZGER  
CHRIS ABBUHL

Attest: Maria Lautenschleger, Clerk

Publish: The Times Reporter on **August 11, 2015**  
<http://www.co.tuscarawas.oh.us/Engineer/Projects.htm>

Bid Tabulations will be posted on the above website upon award of bids.

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



**RESOLUTION (703-2015) AMEND RESOLUTION (647-2015) INCLUDE AMENDMENT PRC PLAN**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to amend Resolution (647-2015) in the minutes to include the Amendment to the PRC Plan, as submitted by David W. Haverfield, Director

Note: Commissioner Everett explained the purpose of this resolution and verified with Maria Lautenschleger, Clerk, that the need to amend this resolution is only to include a copy of the PRC that was excluded in the minutes.

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

**RESOLUTION (704-2015) REMOVE FROM TABLE -APPROVE AGREEMENT FOR BACKWATER VALVE INSTALLATION WATER & SEWER**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to remove from the table the Agreement for Backwater Valve Installation-Tuscarawas County Metropolitan Sewer District.

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

**RESOLUTION (705-2015) APPROVE AGREEMENT FOR BACKWATER VALVE INSTALLATION WATER & SEWER**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following agreement for Backwater Valve Installation-Tuscarawas County Metropolitan Sewer District.

**AGREEMENT FOR BACKWATER VALVE INSTALLATION**

This Agreement is entered into in Tuscarawas County, Ohio between \_\_\_\_\_ (hereinafter called the "Owner") and Tuscarawas County (hereinafter called the "County").

WITNESSETH, that:

WHEREAS, the Owner has had certain problems occurring on their premises at \_\_\_\_\_ related to the backup of sanitary sewer water into the Owner's premises through their sanitary lateral, and desires to have a backwater valve device installed upon Owner's premises for purposes of reducing or eliminating the occurrence and/or effects of future sanitary sewer backups; and

WHEREAS, the County has devised a policy to assist in the alleviation of the reoccurrence of sanitary sewer backups occurring when there are equipment failures at County pump stations or sudden extremely heavy rainfalls causing water flows exceeding the design capacity of the County's sewer system and resulting in unavoidable infiltration of County sanitary sewer lines and periodic backup of sanitary sewer flows into the premises of County sanitary sewer customers; and

WHEREAS, the County desires to assist the above-named Owner in the acquisition and installation of a backwater valve for the purpose of reducing or eliminating the occurrence or effects of future sanitary sewer backups upon the Owner's premises, upon the terms and conditions as set forth below;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The County hereby agrees to provide, at the County's cost, a backwater valve and have same installed by a plumber registered with the Tuscarawas County Metropolitan Sewer District.
2. The Owner hereby agrees to the installation of a backwater valve at the above stated premises, and upon installation, agrees to assume responsibility for the maintenance and proper function of said backwater valve and any and all costs associated therewith. The Owner shall be responsible for the upkeep, inspection, and/or replacement of said backwater valve.
3. This agreement is subject to the "Terms & Conditions" of the Tuscarawas County Sewage Backwater Protection Program. Owner hereby acknowledges receipt of a copy of the "Terms & Conditions" on or before the date of this agreement. It is further understood and agreed that the "Terms & Conditions" are incorporated herein as if fully re-written and owner understands and agrees that the "Terms & Conditions" are part of this contractual agreement.
4. Owner further agrees that no promises, representations, or warranties have been made or given by the County regarding the effectiveness of such backwater valve or guaranteeing or assuring the Owner against future surface water, storm water or sanitary sewer backups or flooding. It is further understood between the parties that this Agreement is in no way an admission of liability or responsibility on the part of the County for any sanitary sewer backup which has heretofore occurred upon the Owner's premises or which could hereafter occur on the Owner's premises. It is further agreed that the County shall have no liability to

the Owner for loss or damage to Owner's property resulting from installation of the backwater valve or the use and operation thereof.

- 5. The Owner shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the installation and performance or nonperformance of the backwater valve called for in this Agreement. The Owner agrees to reimburse the County for all costs incurred by the County in defending against any claims or legal actions, including legal fees and court costs, if called upon by the County to do so.
- 6. Before acquiring a backwater valve and/or before commencement of any work for the installation of a backwater valve, the Owner shall comply to the satisfaction of the County with all requirements of the Program including, but not limited to, the application and all other pertinent documentation requested by the County. Any material misstatements or misrepresentations made by or in connection with the aforementioned shall be cause for disqualification of eligibility for the Program.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_

\_\_\_\_\_, Tuscarawas County, Ohio on this \_\_\_\_\_ day of

\_\_\_\_\_, 2\_\_.

WITNESS

OWNER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Signed in the Presence of:

TUSCARAWAS COUNTY

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Michael Jones, PE  
Sanitary Engineer

\_\_\_\_\_  
(Printed Name)



**TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT  
SEWER BACKWATER PROTECTION PROGRAM  
TERMS AND CONDITIONS**

The Sewer Backwater Protection Program shall include the following provisions in addition to such other provisions as the Tuscarawas County Board of Commissioners and Sanitary Engineer determine are in the County's best interest.

1. The County agrees to provide one (1) backwater valve and have same installed by a licensed and registered plumber for said petitioner(s);
2. The applicant(s) represent that they understand that the responsibility to maintain the backwater valve and to pay all costs related to maintenance is entirely the responsibility of the property owners and not a responsibility of the County;
3. The applicant(s) agrees to properly maintain any permanent plumbing changes to said premise and agrees to pay all future maintenance costs thereof;
4. The applicant(s) grants permission to the County and its Contractors to enter on the subject property, at no cost to the County, for the purposes of installing the backwater valve and for the removing and replacing of existing basement slab in a like-kind condition, and for the purpose of making inspections to determine whether the backwater valve has been properly installed;
5. The applicant(s) acknowledges that there will be a certain degree of inconvenience including excessive noise, dust and traffic from the time the valve project begins until its final completion;
6. The applicant(s) grant the County and its Contractors on a limited basis the use of electricity for the purpose of lighting the work area and/or other minor uses that come before the Contractor during the course of his work;
7. The applicant(s), not the County, will be responsible for moving and/or making all adjustments to secure the necessary work area for the Contractor during his time on the site; this is to include, but shall not be limited to, furniture, carpets, rugs, cabinetry, tables, chairs, etc;
8. The applicant(s) acknowledges that the backwater valve or described permanent plumbing changes, when installed, shall be the property of the petitioner(s) and attach to the subject residential property as a fixture to real property and shall not be County property;
9. That the applicant(s) will allow no part of the backwater valve or described permanent plumbing changes to be disconnected or removed from the subject residential property unless such disconnected or removed portion is immediately replaced with a valve of equal or better function and quality as the original equipment installed pursuant to the satisfaction of the Sanitary Engineer;
10. The applicant(s) will be provided a copy of the manufacturer warranty, if any, from the Contractor upon successful completion of the backwater valve and the property owner must look to the backwater valve manufacturer and not to the County for any warranty rights;
11. The applicant(s) are responsible to arrange and pay for any electricity and other utility facilities and services necessary for proper operation of the backwater valve described herein;
12. The applicant(s) are responsible to acquire any other electrical or plumbing connections if other changes or improvements are found necessary for the operation, installation, and maintenance

of the backwater valve as described in the Sewer Backwater Protection Program agreement entered into between applicant(s) and the County;

13. The applicant(s), not the County, are responsible for disconnecting all downspouts and all sump pumps draining storm water or clean water (as opposed to raw sewage) located on the subject property into the County's sanitary sewers prior to the installation of the backwater valve;
14. The provisions of the Sewer Backwater Protection agreement shall be binding upon the applicant(s), their heirs, successors, and assigns;
15. Applicant(s) acknowledge that the sewer lateral is inoperable when the backwater valve is in the "closed" position; therefore, applicant(s) are advised to refrain from any discharge at that time (i.e., the use of any laundry, shower, dishwasher, toilet facility, etc.);
16. No applicant(s) will be eligible or considered qualified until all outstanding water and sewer charges are paid in full.



**TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT  
SEWER BACKWATER PROTECTION PROGRAM**

**Eligibility Criteria**

In order to be eligible for this program, the following criteria must be met:

- The property must be connected to the Tuscarawas County Metropolitan Sewer District's sewer system
- The customer must be current on all Tuscarawas County Metropolitan Sewer District water and sewer billings (including any amounts certified to the property's taxes).
- The applicant must be the owner of the property
- The applicant must have a minimum of three (3) verifiable water-in-basement occurrences that have been caused surcharging of the County's sanitary sewer main.
- Applications will be approved by the County Sanitary Engineer on a first come basis and approval will be dependent upon the amount of funding available for the program each fiscal year.

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

**RESOLUTION (706-205) PAYMENT OF BILLS**

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

**911**

APCO Institute	Instructor Fees	1,018.00
Jim Torch	Travel	114.08
Staples	Supplies	204.94
Xerox	Service	151.96
Staley Technologies	Maintenance Contract/Paging System	660.00
American Electric Power	Tower Electric	241.22

**Auditor**

Treasurer Tusc Co	Fuel	67.14
Harris Computer Systems	Payroll Support	1,699.30
Treasurer State of OH	GAAP	500.00

**Child Support**

Traco Business Systems	Supplies	180.33
Tusc Co Clerk of Courts	IV-D Contract	863.60
Jeffrey Mamarella, Treasurer	IV-D Contract/Common Pleas Magistrate	2,537.36
Graphic Enterprises	Copier Maintenance	57.69
Go Shred	Shredding Services	45.00
Dominion East Ohio Gas	Service	28.50
Toshiba Business Solutions	Copier Maintenance	36.42
Jeffrey Mamarella, Treasurer	IV-D Contract/Juvenile Court Magistrate	6,847.72
Frontier	Service	50.47
First Communications	Long Distance	156.35

**Commissioners**

Simplex Grinnell	Annual Testing	585.00
Builder's Hardware	Keys	27.10
Union Hospital	TB Testing	285.71
Union Hospital	TB Testing	50.87
Staples Business Advantage	Supplies	52.94
Frontier	Service/216.010.9884.031475.5	69.70
G & L Supply	Supplies	596.86
Twin City Chamber	Registration/Abbuhl	10.00
Thyssen Krupp Elevator	Service Call	559.50
Go Shred	Shredding Services	250.00
Tuscora Electric	Supplies	51.53
Gardiner	Service	215.00
Dutch Valley Woodworking	Seven Spectator Benches/Common Pleas	18,084.00
Brandywine Valley Development	Royalty Sharing	166.25
Kayline	Supplies	312.87
PERC	Insurance Premium	21,266.00

**Common Pleas**

Caldwell's Visitation Services	Intervention Program	782.00
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**Community & Economic Development**

WE Quicksall & Associates	Engineering/B-F-14-1CT-1	3,934.00
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**Community Corrections**

Galls	Equipment	308.00
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**Dog Pound**

Lowe's	Supplies/Fan	132.05
Oak Pointe Vet Care	Supplies	591.56
Action Now Pest Control	Pest Control	35.00
Fairfield Computer Systems	Monthly Dog Subscription	200.00

**Emergency Management**

Shoup's Cleaning Co	Carpet Cleaning	187.00
Xerox	Copier Lease	128.00

**Engineer**

Lowe's Business Account	Bridge & Culvert Supplies	337.44
Frontier Communications	Service	152.04

**Human Resources**

Staples Business Advantage	Six Conference Room Chairs	629.94
Staples Business Advantage	Supplies	71.34
MNJ Technologies	Dell Computer	1,153.00
Middaugh Printers	Business Cards	57.00

**Information Technology**

Mancan	Temp Employee	291.60
Horizon	Internet Connection	395.00
Provantage	Supplies	106.32

**Job & Family Services**

Brenda Smart	Diversion	473.00
Heather Hodgkinson	Diversion	473.00
Scott Miller	Diversion	848.00
Workforce Initiative Assoc	One Stop SFY 2015 Annual Cost Share	8,716.00
Mark & Raynah Abbuhl et al	AA & SAMS	28,007.54
Chrysalis Counseling Center	Prevention Fund/Assessment	252.00
Tuscarawas Valley Middle School	Kinship Grant/Technology Fee	30.00
Fred & Joy Smart	KPIP	600.00
Tusc Co Health Dept	Birth Certificates	150.00
Northeast OH Behavioral	FACES/Psych Testing	540.00
Staples Contract & Commercial	Kinship Grant/Graphing Calculator	124.99
Ziegler Tire	Kinship Grant/Car Repairs	433.03
Karen Bloom	KPIP	600.00
Rebecca Baker	KPIP	300.00
Noah's Hope	Sponsorship	300.00
Raymond & Laura Miller	Boarding Home Payroll	51.59
Joseph & Aron Satterfield	FC Clothing Reimb	154.65
Mervin & Sarah Shetler	FC Clothing Reimb	276.52
Aaron & Chevelle Barger	FC Clothing Reimb	6.41
First Communications	Phone Bill	220.80
Marc Lightell	Rental & Bottles of Water	32.80
Lowe's Business Account	Supplies	150.36
G & L Supply	Cleaning Supplies	247.49
Staples Advantage	Office Supplies	87.76
Office Max	Office Supplies	143.92
Action Now Services	Pest Control Services	55.00
AT & T	Advertising	4.44
Treasurer Tusc Co	Reimb PCSA/Supervised Visits	9,076.12
Ziegler Tire	Car Repairs & Maintenance	187.83
Wayne Garage Door	Garage Door Maintenance	266.07
Shred It	Paper Shredding	163.08
Geoffrey Geers	Travel	169.28
George LeMay	Travel	32.91
Stacia Stevens	Travel	270.72
Shannon Weekley	Travel	158.94
Kathy Fisher	Travel	882.39
Laura Burton	Travel	380.58
Rachel Cathey	Travel	65.21
Jaime Grunder	Travel	398.77
Angela Barlock	Travel	154.42
Natalie Larkin	Travel	125.21
Elizabeth Renner	Travel	99.29
Provantage	Scanners	866.48
Provantage	Scanners	3,667.75

**Juvenile/Probate**

Tameran Graphic Systems	Digitizing Probate Files	10,826.50
Southern Computer Warehouse	Equipment	370.00

Ziegler Tire	Auto Repairs	19.13
Xerox	Leased Copier	111.40
Xerox	Leased Copier	65.29
Xerox	Leased Copier	121.49

**Law Library**

Tusc Co Clerk of Courts	Notary Fees	105.00
Frontier	On-Line Service	57.64
Independence Business Supply	Supplies	12.39

**Public Defender**

Poly Tech Associates	Polygraph	850.00
Gerald Latanich	Travel	45.08

**Recorder**

Xerox	Base Charges	165.16
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**Sheriff**

Dutch Creek Foods	Inmate Food	2,141.30
Lowe's	Supplies	293.42
Dominion East Ohio Gas	Service	2,531.53
Terminix	Insect Treatment	123.00
Xerox	Xerox Charges	1,402.77
Staley Technologies	Service Contract	342.30
Staples	CCW Supplies	309.90
Seana Todd Fortune	Travel	94.30
Ohio BCI & I	CCW Background Checks	1,417.00
Ohio BCI & I	CCW Background Checks	1,464.00

**Treasurer**

Harris Computer Systems	Software Support	391.44
Times Reporter	Legal Notice	395.25

**Veterans**

Jack Everett	Travel	143.26
Roger Schwartz	Travel	32.97
AAA	Memberships for Drivers	360.00

**Water & Sewer**

Frontier	Service	43.88
American Electric Power	Electric	942.48
Newcomerstown Water	OM & R	3,765.04
Rex Pipe	Materials	46.27
Lowe's	Materials	157.96
Crossroads Hardware	Materials	29.98
WE Quicksall & Associates	Engineering/Sandyville WWTP	39,930.75
Tusc Co Commissioners	Building Repayment	3,076.25
Lowe's	Tools	1,069.91
RJ Wright & Sons	Fuel	1,828.66
Frontier	Service	48.55
American Electric Power	Electric	165.78
Troy Pantelis	Cleaning Services	320.00
USA Bluebook	Materials	79.86
Lowe's	Materials	344.84
HD Supply	Materials	294.44
Crossroads Hardware	Materials	30.63

**VOTE:**

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

**COMMUNICATION:**

**TUSCARAWAS COUNTY PUBLIC DEFENDER OFFICE  
153 NORTH BROADWAY  
NEW PHILADELPHIA, OHIO 44663  
(330)364-3523  
1-800-531-1698**

July 30, 2015

Commissioner Belle Everett  
Tuscarawas County Courthouse  
125 East High Avenue  
New Philadelphia, Ohio 44663

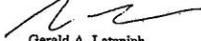
Re: Public Defender Funding

Dear Ms. Everett:

I wish to schedule a meeting with the Commissioners to discuss a budget problem at the public defender's office. In the original budget, cost allocations were set at \$6,823.08 per year, when the budget was approved the cost allocations were approved at \$16,903.08. We have appropriated the extra \$10,000.00 from contract services to cover cost allocations until the end of the year. This has depleted the contract services fund. The only other line item we can transfer money from is experts which at this time, I would like to leave alone.

I believe that approximately \$12,000.00 will be necessary to cover funds need for contract services until the end of the year.

Sincerely,

  
Gerald A. Latanich  
Attorney at Law

GAL/mlp

cc: County Commissioner Chris Abbuhl  
County Commissioner Kerry Metzger

**DISCUSSION:** Gerald Latanich, Director Tuscarawas County Public Defender's Office was present to request additional funding in the contract services line for his office, as of July 31, 2015 the balance was \$1,107.53. The depletion of funds occurred when the cost allocation amount exceeded the estimated amount for 2015 billing. Commissioner Abbuhl, through his research, found the minutes of use from assistance from the Information Technology Department (IT) increased from 1,710 minutes in 2012 to 5,464 minutes in 2013. This additional usage of IT services would have partially contributed to the increase charges. Mr. Latanich is going to look into why additional services were needed for the billing year. (billing for cost allocation is 2 years behind) Commissioner Everett and Mr. Latanich would like a breakdown from the IT Department of minutes used for their assistance. Commissioner Everett also recommended that the Public Defender's Office keep track in house of the assistance used as well. Commissioner Metzger questioned how Mr. Latanich came up with \$12,000.00 and what it would be used for. Mr. Latanich explained it is to cover monthly operating expenses and to have a small cushion. Commissioner Metzger recommended \$10,000.00 to cover the monthly operating expenses. Mr. Latanich felt that would be sufficient.

**RESOLUTION (707-2015) RECESS**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess out of Regular Business at 9:25 a.m. until financial documents regarding Mr. Latanich's request were prepared by the Executive Assistant.

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

*Commissioner Everett called the meeting out of recess and back into Regular Session at 9:29 a.m.*

**RESOLUTION (708-2015) SUPPLEMENTAL APPROPRIATION**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve a supplement appropriation for \$10,000 for additional funds for the Public Defender Grant.

DEPARTMENT	FROM	TO	AMOUNT	REASON
COMMISSIONERS	A018-A00	A415-A15	\$10,000.00	Public Defender Grant

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

**RESOLUTION (709-2015) INTERFUND TRANSFER/ADVANCE**

