

February 12, 2015

Agenda

Pledge of Allegiance

Approve Minutes

Before/after Expenditures

Supplemental Appropriations (2)

Repay Cash Advance – Hazardous Mitigation

Establish Fund – Park & Recreation Projects

Out of County Travel – Water/Sewer

Advertise Bids – Engineer Materials

Prisoner Agreement – Newcomerstown

Dog & Kennel Monthly Report – January 2015

Appoint OMEGA Representatives

Sandyville Wastewater Treatment Plant Improvements – Modify Engineering Agreement

Approve Non-General Budgets 2015

Approve General Fund Budgets 2015

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY, THE 12TH DAY OF FEBRUARY, 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 (145-2015) APPROVE MINUTES

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

VOTE:

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

RESOLUTION (146-2015) BEFORE/AFTER EXPENDITURES

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

ORDC (OCED)	400.00
Blasenhauer Plumbing & Heating (OCED)	4817.00
Community Mental Health (JFS)	396.00
Wayne Door Sales (Sheriff)	130.98
Copeco (Engineer)	835.00
Shannon Weekley (JFS) <i>adjusted amount</i>	386.65
Midwest Radar (Sheriff)	105.00

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

RESOLUTION (147-2015) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
OCED	U060-U20	U060-U10	\$2,000.00	Marketing
Engineer	K000-K40	K000-K07	\$50,000.00	Capital Improvements

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

NOTE: Commissioner Everett noted that Commissioner Metzger talked to Martha (Engineer’s Office) who explained the issues they were having with the (wash bay) project which is the reason for the supplemental appropriation request.

RESOLUTION (148-2015) REPAY CASH ADVANCE – HAZARDOUS MITIGATION GRANT

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to repay the cash advance in the amount of \$5,226.96 from the Hazardous Mitigation Grant Fund (T38) to the County General Fund (A00). They received the reimbursement to pay the real estate taxes on certain properties acquired through the grant.

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

RESOLUTION (149-2015) ESTABLISH FUND – PARK & RECREATION PROJECTS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to request the County Auditor to establish a fund for Park & Recreation Projects. This fund will be used to track the Transportation Alternative Program (TAP) Grant, the Ohio Department of Natural Resources Recreational Trail Fund (RTP), Ohio Department of Natural Resources Clean Ohio Trails Program (COTP) Fund and matching/additional funds. We will begin utilizing this fund for the Ohio & Erie Towpath Trail SR 800 Project.

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

RESOLUTION (150-2015) OUT OF COUNTY TRAVEL – W/S

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Michael Jones, Director:

DATE: February 27, 2015
LOCATION: Owens Community College

ATTEND: Mike Jones
EXPENSE: \$30.00
REASON: Shared Services for Water & Sewer Seminar

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

Note: Commissioner Everett noted that Jane shared the above seminar information with Mike Jones which he appreciated.

RESOLUTION (151-2015) ADVERTISE BIDS – ENGINEER’S MATERIALS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following bid process:

LEGAL

The Board of County Commissioners of Tuscarawas County will receive sealed bids to supply the following materials to conform to specifications set forth by the Tuscarawas County Engineer, until 9:45 am, March 5, 2015 at which time they will be opened and publicly read.

- 1. Ashes
- 2. Asphalt Concrete 301-402-404 - Maintenance Materials
- 3. Gasoline and Fuel Oil
- 4. Ice Control Grits
- 5. Limestone
- 6. Ready-Mix Concrete
- 7. Sand and Gravel

Specifications and bidding forms are available at the office of the Tuscarawas County Engineer located at 832 Front Avenue, SW in New Philadelphia, Ohio 44663 or at <http://www.co.tuscarawas.oh.us/Engineer/Projects.htm>

Bids are to be received at the Tuscarawas County Commissioner's Office at 125 E. High Avenue in New Philadelphia, Ohio 44663.

The County Commissioners reserve the right to reject any or all bids.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

BELLE EVERETT
KERRY METZGER
CHRIS ABBUHL

ATTEST: Jane E. Clay, Clerk

Publish: The Times Reporter on February 17, 2015
<http://www.co.tuscarawas.oh.us/Engineer/Projects.htm>

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

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

RESOLUTION (152-2015) PRISONER AGREEMENTS - Newcomerstown

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the prisoner agreement with the following entities for prisoner care at Sixty Dollars (\$60.00) per day as recommended by Lt. Everett:

Village of Newcomerstown

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

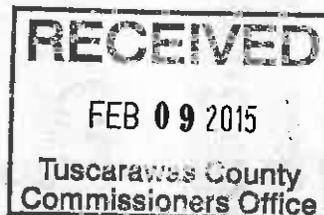
RESOLUTION (153-2015) DOG & KENNEL MONTHLY REPORT – JANUARY 2015

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, approve the following report as presented:

DOG & KENNEL MONTHLY REPORT

<i>JAN 2015</i>	
DESCRIPTION:	AMOUNT:
Dogs picked up by Wardens:	24
a.) Owner requested pick up:	3
b.) Strays picked up by wardens:	21
c.) Strays brought in by public:	19
Complaints handled:	50
Dogs brought to pound by owners:	22
Total Number Dogs Euthanized:	13
Owner requested euthanasias:	11
Dog Holdovers:	60
Citations Issued:	2
Animal claims:	0
Dogs Sold:	10
Dogs Redeemed:	15
License Sold:	19
License Sold on road by Wardens:	0
License Fees:	\$ 216. ⁰⁰
Pound Fees:	\$ 396. ⁰⁰
Pick up Fees:	\$ 252. ⁰⁰
Euthanasia Fees:	\$ 154. ⁰⁰
Mileage on trucks (1 & 2):	2789
Releases to Rescues:	16

Submitted by: *Kieran Alough - Tuscar. Co Dog Warden*



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

Discussion: Commissioner Abbuhl asked if the people presented for appointment to OMEGA have been contacted. He likes to follow up on appointments to make sure they have attended the meetings, have found value in attending the meetings and feel the meetings are beneficial. Commissioner Everett assumes Scott Reynolds will continue. Joe Bachman is out of town but she can follow up with him. Commissioner Abbuhl stated that they can make replacements if needed.

RESOLUTION (154-2015) OMEGA APPOINTMENTS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following individuals to serve on the Ohio Mid-Eastern Governments Association as member representatives:

OMEGA MEMBERSHIP

- Chris Abbuhl, Commissioner
- Belle Everett, Commissioner
- Kerry Metzger, Commissioner
- Scott Reynolds, Economic Development Director
- Gary Little, Tuscarawas County CIC
- Joe Bachman, County Engineer

EXECUTIVE BOARD

- Chris Abbuhl, Commissioner
- Belle Everett, Commissioner Alternate

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

Discussion: Commissioner Everett explained the original contract for the Sandyville Wastewater Treatment Plan Improvements was for \$194,600. Mike Jones (Sanitary Engineer) is requesting to replace Amendment 1 with Amendment 3 \$149,200. This will expand the size of the Sandyville WWTP. There are 5 WWTP and the Water/Sewer Department is hauling from Sandyville and Mineral City to Wilkshire Hills WWTP. Once Sandyville WWTP is expanded, they will be able to haul Mineral City's waste to Sandyville which will be less mileage on the trucks. Sandyville will be able to accommodate the area which includes Stark County. Stark County's share is 46.92%. Commissioner Abbuhl stated it is good to note these issues as some folks think when you flush it goes away but you have to have a facility to handle the issues in relation to waste water and there is a cost. At times it is expensive but it is necessary. He also stated that Mike Jones is a good Director who looks for different grants to apply for the projects to keep the costs low. The bottom line is all costs are not covered by grants therefore user fees are necessary to cover the cost of the projects.

RESOLUTION (155-2015) SANDYVILLE WASTEWATER TREATMENT PLANT IMPROVEMENTS – MODIFY ENGINEERING AGREEMENT

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve Amendment No. 3 with W. E. Quicksall and Associates for the design phase engineering services. This amendment will replace Amendment No. 1, which was previously approved by the Board on May 12, 2014. The purpose of this Amendment is to reflect changes in the project scope that were implemented prior to initiation of the services contemplated in Amendment No. 1. Amendment No. 3 reflects the improvements that were presented to OEPA as part of the final approved Facilities Plan and includes the following:

- Construction of an influent screening building
- Rehabilitation of existing aeration tanks
- Rehabilitation of existing secondary clarifiers
- New process control measures and instrumentation
- New sludge dewatering facility
- Miscellaneous site repairs, including repairs to existing plant outfall

Cost:

• Preliminary Design Phase	\$69,200.00
• Final Design Phase	\$80,000.00
• Total	\$149,200.00

Contract Total Upon Approval of Amendment No. 3: \$218,400.00

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

AGREEMENT:

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 27, 2012.

Owner's Consultant's Services**PART 1 – BASIC SERVICES**

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

A.1.02 Preliminary Design Phase

- A. After acceptance by Owner and Agency of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project. The following improvements will be included in the design documents.
 - a. Head works design to include influent flow metering, mechanical fine screen with bar screen in bypass channel enclosed in a wood frame building.
 - b. Cleaning and repair of aeration tanks; evaluate existing aeration equipment for continues service; evaluate feasibility of converting tanks into series flow arrangement.
 - c. Rehabilitation of the existing rectangular clarifiers, new effluent troughs, weirs, baffles, sludge pumping and controls.
 - d. Separation of RAS/WAS flows and installation of flow meter; repairs to sludge pumping building.
 - e. Coordination of Geotechnical investigation as required for design of headworks.
 - f. Piping modifications to the existing sludge holding tanks, and new decanter.
 - g. Addition of sludge press in new building
 - h. UV system modifications including new stop plates and gantry crane for bulb removal.
 - i. Plant outfall improvements to provide access to the discharge outfall.
 - j. Non-potable water system using treated effluent for in-plant use.
 - k. Coordination of electrical, mechanical and SCADA design (subcontracts).
 - l. General site work and grading.
 - m. Miscellaneous site repairs
 - n. Determination of the allowable leakage rates from the Stark and Tuscarawas drainage areas to the WWTP based on 500 GPD per IDM of pipe. Comparison of allowable leakage rates to the observed increases in flows at the influent pump stations will be used to determine if excess flows are being received from either or both drainage areas. This work does not include any field investigations or related activities.

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(Exhibit A – Engineer's Services)

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Information used for this evaluation, including base maps and pump station flow records, will be provided to the Engineer by the Owner.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners and the Owner.
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: **Engineer shall coordinate the services of a Geotechnical Engineer to conduct soils investigation at the wastewater treatment plant. The cost of this work will be paid directly by the owner and not included in this amendment. Design survey to verify dimensions on existing facilities and assistance in the preparation funding documentation is also included.**
 6. Furnish **3** review copies of the Preliminary Design Phase documents and any other deliverables to Owner (and Agency, if required) within **60** calendar days of authorization to proceed with this phase, and review them with Owner.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents and any other deliverables have been delivered to Owner (and Agency, if required).

A.1.03 Final Design Phase

- A. After acceptance by Owner (and by Agency, if required) of the Preliminary Design Phase documents and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications shall conform to the current format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables: **Prepare PTI and Applicable Building Approvals. All permit fees will be the responsibility of the Owner. Easement preparation is not included and would need to be negotiated if required. Administration of project funding documents are included. Conduct progress meetings with the Owner when this phase is 50% and 75% complete.**
 5. Prepare and furnish Bidding Documents for review by the Owner, its legal counsel, its other advisors, regulatory agencies, and Agency, within **120** calendar days of authorization to proceed with this phase, and assist Owner in the preparation of other related documents. Bidding documents will comply with Agency's requirements in effect as of the date of Owner authorizing work in this phase.

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(Exhibit A – Engineer's Services)

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6. Revise the Bidding Documents in accordance with comments and instructions from the Owner and Agency, as appropriate, and submit 3 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner and Agency within 30 calendar days after receipt of all such comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1.03.A.6 have been delivered to and accepted by Owner and Agency.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is ONE. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

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(Exhibit A – Engineer's Services)

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This is **EXHIBIT C**, consisting of **6** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 27, 2012.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C.2.01 Compensation for Basic Services (other than Resident Project Representative Services) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under paragraph C.2.01 is estimated not to exceed **\$213,400** based on the following assumed distribution of compensation:

a. Study and Report Phase	<u>\$69,200.00</u>
b. Preliminary Design Phase	<u>\$64,200.00</u>
c. Final Design Phase	<u>\$80,000.00</u>
d. Bidding or Negotiating Phase	<u>To be Negotiated</u>
e. Construction Phase	<u>To be Negotiated</u>
f. Post Construction	<u>To be Negotiated</u>
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner, with Agency concurrence.
5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in paragraph C.2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultant’s charges.
6. The amounts billed for Engineer’s services under paragraph C.2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultant’s charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C.2.02 Compensation for Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including

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furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.0.

C.2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 1.0.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. Engineer is responsible for monitoring charges being generated under this Agreement. When estimated amounts for total compensation or individual phases of the work have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

C.2.04 *Compensation For Resident Project Representative Services – Standard Hourly Rates Method of Payment*

- A. Owner shall pay Engineer for Resident Project Representative Services as follows:
1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under paragraph A.1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be negotiated based upon Contract Times as set forth herein.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C.2.01, and are directly related to the provision of Resident Project Representative Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll

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telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a Factor of 1.0.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.
- C. Other Provisions Concerning Payment Under this Paragraph C.2.04
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 1.0.
 2. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. Engineer is responsible for monitoring charges generated under this Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
 4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

C.2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A.2.01 or A.2.02 of Exhibit A, except for services as a consultant or witness under paragraph A.2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be negotiated as needed and this amount shall not be exceeded without written approval of Owner and concurrence of Agency.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C.2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

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2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a Factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 1.0.
2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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Sheet C-4

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and ENGINEER for Professional Services dated July 27, 2012.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

FAX	\$ N/A/page
8½"x11" Copies/Impression	\$ <u>At Cost</u>
Blue Print Copies	\$ <u>At Cost</u>
Reproducible Copies (Mylar)	\$ <u>At Cost</u>
Reproducible Copies (Paper)	\$ <u>At Cost</u>
Mileage (auto)	\$ <u>IRS Rate</u> /mile
Field Truck Daily Charge	\$ N/A/day
Mileage (Field Truck)	\$ N/A/mile
Field Survey Equipment	\$ N/A/day
Confined Space Equipment	\$ N/A/day plus expenses
Resident Project Representative Equipment	\$ N/A/month
Computer CPU Charge	\$ N/A/hour
Specialized Software	\$ N/A/hour
Personal Computer Charge	\$ N/A/hour
CAD Charge	\$ N/A/hour
CAE Terminal Charge	\$ N/A/hour
VCR and Monitor Charge	\$ N/A/week, or \$ N/A /month
Video Camcorder	\$ N/A/day, plus \$ N/A /tape
Electrical Meters Charge	\$ N/A/week, or \$ N/A /month
Flow Meter Charge	\$ N/A/week, or \$ N/A /month
Rain Gauge	\$ N/A/week, or \$ N/A /month
Sampler Charge	\$ N/A/week, or \$ N/A /month
Dissolved Oxygen Tester Charge	\$ N/A/week
Fluorometer	\$ N/A/week
Laboratory Pilot Testing Charge	\$ N/A/week, or \$ ____/month
Soil Gas Kit	\$ N/A/day
Submersible Pump	\$ N/A/day
Water Level Meter	\$ N/A/day, or \$ ____/month
Soil Sampling	\$ N/A/sample
Groundwater Sampling	\$ N/A/sample
Health and Safety Level D	\$ N/A/day
Health and Safety Level C	\$ N/A/day
Electronic Media Charge	\$ N/A/hour
Long Distance Phone Calls	at cost
Mobile Phone	\$ <u>At Cost</u>
Meals and Lodging	at cost

(Appendix 1 to Exhibit C -- Reimbursable Expenses Schedule)
 EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition
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This is Appendix 2 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated July 27, 2012.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of **January 1st**) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of Agreement are:

Principle	\$ <u>187.00</u> /hour
Vice President	\$ <u>158.00</u> /hour
Project Manager	\$ <u>158.00</u> /hour
Design Engineer	\$ <u>99.00</u> /hour
CADD Technician	\$ <u>76.00</u> /hour
Clerical	\$ <u>46.00</u> /hour
Accounting	\$ <u>103.00</u> /hour
Funding Administration	\$ <u>50.00</u> /hour

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is November 15, 2013.

OWNER:

Tuscarawas County

By: Kerry Metzger
Kerry Metzger
Title: Commissioner
Date Signed: FEB 12 2015

By: Chris Abbuhl
Chris Abbuhl
Title: Commissioner
Date Signed: FEB 12 2015

By: Belle Everett
Belle Everett
Title: President
Date Signed: FEB 12 2015

APPROVED AS TO FORM:
Brad Zimmerman
Brad Zimmerman, Special Counsel

ENGINEER:

W. E. Quicksall and Associates, Inc.

By: Donald R. Quicksall
Donald R. Quicksall, P.E.
Title: President
Date Signed: 2/3/15

This is **Attachment 1**, consisting of 1 page, to Amendment No. 1, dated July 27, 2012.

Modifications

1. Engineer shall perform the following Additional Services:

None

2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows in the attached Exhibit A, Paragraphs;

A.1.02 Preliminary Design Phase

A.1.03 Final Design Phase

3. The responsibilities of Owner are modified as follows:

N/A

4. For the modifications to services set forth above, Owner shall pay Engineer the following modified compensation:

As Described in the attached Exhibit C

5. The schedule for rendering services is modified as follows:

As indicated in the attached Exhibit A.102 and A.1.03

6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

None

RESOLUTION (156-2015) NON-GENERAL BUDGETS 2015

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the Non-General Budgets for 2015 as presented:

NON-GENERAL BUDGETS

FUND	DESCRIPTION	DOLLAR AMOUNT
B00	Dog & Kennel	242,553.00
B05	Dog Pound Donation	25,000.00
B55	Jail Operations Fund	2,893,198.00
H00	Public Assistance (revised amount)	7,203,745.00
J00	Real Estate Assessment	1,015,604.00
N05	Dog Pound Permanent Improvement	25,000.00
Q90	County Building Improvement Fund	372,754.47
S20	Law Library	150,203.06
S63	Dept. of Specialized Probation	313,859.00
S70	Child Support Enforcement Agency	1,821,885.00
S75	DRETAC - Prosecutor	82,750.00
S76	DRETAC - Treasurer	101,629.00
S77	Tax Certificate Administration	7,511.00
S80	County 911 Fund	1,418,478.00
S81	Wireless 911 Fund	618,000.00
S95	Commissioners Park & Recreation	37,080.00
S96	Fire Investigation Task Force	0
T11	Community Economic Development	109,461.00
T13	Community Corrections Grant	89,367.00
T22	Felony Delinquent Care & Custody	142,057.00
T26	Jail Diversion Grant Project	70,731.00
T28	Drug Court Post Adjudication	16,666.50
T29	Victim Assistance	108,956.00
T31	Smart Ohio Funding Grant	271,000.00
T32	Specialized Docket Payroll Fund	30,128.00
T33	Court Mediation Program Fund	42,857.00
T35	Common Pleas Special Projects	55,714.00
T43	NIBRS Hub Grant Fund	0
U00	Trust	250,000.00
U10	Recount	0
U15	Tusc. Co. Home Residents	0
U35	Insurance Trust Fund	437,486.00
U40	Capital Projects	740,795.00
U45	Law Enforcement Trust Fund	6,865.00
U49	Tuscarawas Co. Drug Task Force	15,000.00
W50	Marriage License Special Fund	20,500.00
X32	Sheriff's Rotary Fund	314,684.00
Y92	Public Defender Commission	783,460.00
Y95	Workers Comp Payable	417,710.56
Y96	PERS Payable	3,400,000.00

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

RESOLUTION (157-2015) APPROVE GENERAL FUND BUDGETS 2015

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the General Fund Budgets for 2015 as presented:

2015 GENERAL FUND

DEPARTMENT	2015 Appropriations
Commissioners	\$412,044.00
Human Resource	\$81,407.00

Agricultural Security Area	\$0.00
Microfilm	\$5,725.00
Auditor	\$363,305.00
Personal Property (Auditor)	\$0.00
Treasurer	\$254,461.00
Prosecuting Attorney	\$873,524.00
Budget Commission	\$80,000.00
Board of Revision	\$0.00
Surplus Property	\$0.00
Bureau of Inspection	\$75,000.00
Data Processing	\$318,826.00
Court of Appeals	\$17,000.00
Common Pleas Court	\$1,157,036.00
Jury Commission	\$4,586.00
Juvenile Court	\$1,080,220.00
Probate Court	\$270,422.00
Clerk of Courts	\$494,411.00
Coroner	\$193,754.00
Southern District Court	\$874,292.00
Indigent Defense Application	\$5,300.00
Municipal Court	\$175,311.00
Board of Elections	\$960,212.00
BOE - SOS Mandated	\$0.00
Maintenance & Operation	\$790,801.00
Sheriff	\$2,770,454.00
Recorder	\$221,302.00
Humane Agent	\$6,036.00
Floodplain Office	\$0.00
Civil Defense (EMA)	\$164,737.00
Extension Service	\$210,494.00
Soil Conservation	\$175,597.00
Fairboard	\$5,000.00
Apiary	\$900.00
Disease Prevention	\$0.00
TB Hospitals, Clinic, etc	\$9,000.00
Vital Statistics	\$1,500.00
Other Health	\$173,667.00
County Home	\$0.00
Child Welfare	\$1,987,480.00
Soldiers Relief	\$235,076.52
Veterans Services	\$605,757.00
Public Assistance	\$205,734.00
Jail Operations	\$2,801,686.00
So. Court Dept Retirement	\$0.00
Map Office	\$0.00
Law Library	\$0.00
Insurance on Property	\$5,500.00
Contingency	\$211,000.00
Transfer	\$70,016.00
Hazardous Materials	\$10,000.00
Child Support	\$0.00
Road & Bridge Advertising	\$3,000.00
Regional Planning	\$61,000.00
Canal Grant	\$0.00
Park Department	\$50,000.00
Multi Co Juvenile Attention	\$1,028,610.00
Dog Pound Grant	\$0.00
Public Defender	\$345,915.00
Victim Witness Match	\$47,687.00
Economic Development Office	\$45,000.00
Jail Operations (extra pay)	\$0.00
Mosquito Grant	\$0.00
CSEA Rent	\$20,712.00

Litter Grant Match	\$0.00
Transportation Coordination	\$0.00
Community Corrections	\$269,224.00
Family & Children First Council	\$5,000.00
Countywide landfill Appeal	\$0.00
Sales Tax - Capital Projects	\$0.00
Sales Tax - Permanent Improvement	\$0.00
Sales Tax - Econ. Growth	\$0.00
Sales Tax - Insurance Trust	\$0.00
Sales Tax - 911	\$1,384,745.00
Sales Tax - Jail Operations	\$0.00
2 mill	\$225,000.00
2 line items 2011 1 mill = Co Bldg Improvement Fund Debt	\$225,000.00
Casino Tax Proceeds Transfer	\$72,250.00
Special Projects	\$0.00
TOTAL	\$22,141,716.52

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

Discussion: Commissioner Abbuhl stated the budget process this year went well. Commissioner Metzger worked with Job & Family Services to work out a formula to fund foster care which has worked well over the last several years. The Commissioners funded \$30,000 for a foster care prevention grant and are only cutting into the carry-over balance by \$84,294.19. He appreciates the work of all the departments to control costs. The Commissioners are able to do some capital projects this year particularly due to the sales tax. It is important to note that much of the sales tax dollars come from people outside of the area.

Commissioner Everett added there is over \$800,000 in capital projects which include 5 cruisers, a portion of the Sheriff's body cameras (they will be acquiring the rest of the cost for the body cameras through a grant), carpeting that has been put aside through the lean years, updating the Job & Family Services building to be more secure and hub rail replacement at the fairgrounds. The Veterans Service Office is doing some additional work to create more space. She thought Commissioner Metzger did a good job estimating what the Board of Elections needed this year as they will not need funding for a full primary election.

Commissioner Metzger stated that the primary election was funded at half as all precincts will not be open and the general election was fully funded. He worked with Sarah and Chuck (Board of Elections).

Commissioner Everett noted the Common Pleas Court and Community Correction employees were granted pay increases by the Common Pleas Judges prior to the establishment of this budget. The Board also did not appropriate additional pay increases to the employees of the Veterans Services/Soldiers Relief budgets as they are entitled revenue equivalent to one-half mill of property tax as per the Ohio Revised Code and their employee pay raises would be determined by their Veterans Services Board. Last year the foster care prevention grant was funded at \$50,000 this year it is funded at \$30,000. \$10,000 of the capital appropriation is designated for website upgrade.

Commissioner Metzger added part of the reason the Board can fund a number of the capital projects is due to Newcomerstown CIC selling property in their industrial park for 31 Inc. The County is expecting about \$323,000 to come in allowing the Board to utilize dollars from that sale. In 2016, the County may not be able to fund as many projects. The good news is, this is the first time in years that the County has come "out of the tunnel and is seeing the light". If you look at this budget closely, if you take out the amounts put in for some capital projects (\$225,000 from the 1 mill transfer and \$72,250 from the Casino revenue) the County General Fund would be in the black by about \$216,000. This is partially due to the increased sales tax over the last 4 years that has continued to increase. The County has managed its way through these tough recessionary times. Much will be dependent upon the state biannual budget and the Governor's budget proposal. Tuscarawas County is in a good financial state at this time but depending on the state legislature and the Governor may have an impact on our budget. The Commissioners have a good budget process and it is nice to be able to deal with the back log of capital projects. Hopefully 2016 will treat us as well. He also is hoping that the Board will consider the concept of a mid-year budget review. This would be a formulized budget process to set aside one or two days in July to go over the receipts and expenditures with the Auditor.

Commissioner Abbuhl feels a mid-year financial budget review is a great idea to see where we are at and maybe receipts will be coming in better than expected and we can do more capital projects. He added that Jane's involvement in the budget process is very important and her new position will her to monitor the expenses as we go through the year to make certain we are staying in the guidelines the Board is comfortable with. Once the Clerk of the Board is in place, Jane's talents and expertise will be used to closely monitor financials.

RESOLUTION (158-2015)**PAY BILLS**

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

Commissioners

PERC	Insurance Premium	21,267.00
Iron Mountain	Storage Fees	19.68
NP Water Dept	Water/125 EH	304.83
NP Water Dept	Water/JFS	219.99
NP Water Dept	Water/101 EH	166.53
Lehigh Endsley Ins	Bond	50.00
Lowe's Business Account	Supplies	13.11
Tuscora Electric	Supplies	112.69
Office Max	Supplies	308.80
Comdoc	Service	31.39

Dog Pound

Kimble	Service	104.30
NP Water Dept	Water	92.87
Rose Products	Supplies	499.97
Appliance Reconditioners	Washer	140.00
Damon Industries	Supplies	141.20
Times Reporter	Dog Tag Ad	371.32

Engineer

John Cookson	Repairs/Parts	1,552.92
Stocker Trucking	Contract Snow & Ice Removal	620.00
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	110.72
Holmes Wayne Electric	Electric Service	22.43
NP Water Dept	Water & Sewer	127.86
RJ Wright & Sons	Gas & Fuel per bid	23,750.86
McConnell Contracting	Bridge Deck Replacement MIL-34-55	2,898.00

Job & Family Services

Larua Burton	Travel & Training	324.89
Office Max	Supplies	24.42
Advance Auto Parts	Vehicle Maintenance	12.00
Tusc Co Water & Sewer	Pump Station Maintenance	150.00
Beth Kiggans	Travel & Training	137.51
Elizabeth Renner	Travel & Training	34.87
Kathy Fisher	Travel & Training	140.98
Treasurer State of OH	Fingerprints	424.00
CSE Federal Credit Union	Research Fees	32.00
Aaron & Chevelle Barger	Transportation	20.24
Seth & Kathy Morrison	Transportation	92.46
Vincent & Dana Beachy	Transportation	110.68
Mark & Raynah Abbuhl et al	AA & SAMS	25,321.90
Jacqueline & Martin Addy	KPIP	300.00
Dan Headapohl	Adoption Incentive	550.00
Aaron & Chevelle Barger	Transportation	25.76
Seth & Kathy Morrison	Transportation	110.40
Vincent & Dana Beachy	Transportation	10.21
Agnes Walker et al	NET Mileage	10,880.38
Robert Brotemarkle	Foster Parent Liability Insurance	2,627.10
Kimble Recycling	Prevention Grant	188.00
Adriel School et al	Boarding Home Payroll	211,938.23
Aaron & Chevelle Barger et al	Boarding Home Payroll	18,694.00
Ridgewood High School	School Fees	5.00
Mid Ohio Auto Wholesale	Prevention Grant	3,063.50
John & Sandra Shott	FC Clothing Reimb	308.02

Larry & Susan Yoder	FC Clothing Reimb	93.53
Aaron & Chevelle Barger	FC Clothing Reimb	18.94
Forensic Fluids Labs	Drug Screens	1,150.00
Dr Nicholas Verrati MD	Drug Screens	38.00
Christians Children's Home of OH	Non-Recurring Adoption Expenses	321.00
Tusc Co Health Dept	Birth Certificate	25.00
Treasurer, State of OH	Fingerprints	158.00
Sheriff		
Staples	Supplies	394.30
G & L Supply	Supplies	220.35
G & L Supply	Supplies	88.55
Dominion East Ohio Gas	Service	4,084.35
Tusc Co Health Dept	Inmate Dental Treatment	306.00
Total ID Solutions	CCW Supplies	663.00
Kendle Snow Removal	Snow Removal	630.00
Kendle Snow Removal	Snow Removal	250.00
Verizon Wireless	Cell Phone Service	555.84
RJ Wright & Sons	Gasoline	6,897.05
First National Bank of Dennison	Transportation	30.42
New Philadelphia Water Dept	Water	2,629.57
911		
Airbus DS Communications	Reserve 911 Support	9,766.00
Cummins Allison Corp	Shredder Maintenance	470.00
Ohio Highway Patrol	LEADS Service	747.00
American Electric Power	Tower Electric	206.96
Clerk of Courts		
Staples	Supplies	120.50
Independence Business Supply	Supplies	87.00
AT & T	Service	57.45
Comdoc	Lease	226.72
Law Library		
Integrity Computer Sales	Service Call	70.00
Daniel Loibl	Supply	79.95
Common Pleas		
Comdoc	Service Contract	27.00
Union Hospital	Work Wellness Program	105.60
Quickprint Center	Supplies	285.00
Public Defender		
MNJ Technologies	Server License	105.00
MNJ Technologies	Computer/Printer	1,539.60
Community & Economic Development		
Blasenbauer Plumbing	CHIP Home Repair	2,545.00
Ohio Regional Development Corp	CHIP Home Repair	400.00
Ohio Regional Development Corp	Soft Costs/CHIP	560.00
Ohio Regional Development Corp	CHIP Home Repair	200.00
Hazardous Mitigation Grant		
OMEGA	Administration Fee	630.76
Hina Environmental	Asbestos Material Survey	871.00
Scott's Lawn Care	Moving	320.00
Southern Court		
Atty JJ Ong	Acting Judge Fees	112.00
Atty JJ Ong	Acting Judge Fees	48.00
Water & Sewer		
Frontier	Service	52.01
American Electric Power	Electric	3,527.93
Kimble	Sludge Disposal	489.64
City of Dover	County Share of OM & R	11,146.48
Zashin & Rich	Consultant Services	327.88

WSOS	CMOM Report Preparation	79.59
Standard Plumbing	Preventative Maint	1,490.00
Fitzpatrick Zimmerman & Rose	Legal Services	870.00
John Deere Financial (Rural King)	Materials	69.90
Kimble Recycling	Rental & Pick Up	40.00
Verizon Wireless	Cell Phone/Modem Service	15.04
Frontier	Service	189.65
Columbia Gas	Service	924.35
American Electric Power	Electric	1,276.15
Rex Pipe	Materials	100.09
Kimble Limestone	Stone	218.59
Holmes Wayne Electric	Service	1,894.00
American Electric Power	Electric Service	1,751.76
American Electric Power	Electric	68.44
Xerox	Copier Fee	140.06
Standard Plumbing	Preventative Maintenance	1,490.00
OUPS	Governmental Assessment	125.81
Staneart Equipment	Repairs	95.25
John Deere Financial (Rural King)	Materials	37.98
OUPS	Governmental Assessment	125.00

Child Support

City of New Philadelphia	Water	91.10
Treasurer, State of OH	Renewal Certification	78.25
Tuscora Electric	Light Bulbs	47.50
Go Shred	Document Shredding	45.00

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

OTHER BUSINESS:

EDFA Board Appointments: Commissioner Abbuhl asked about the appointments to the EDFA (Economic Development and Finance Alliance) Board. He feels it is important for the appointments to be made in a timely manner so they can conduct official business particularly the refinancing that will relieve the County from the guarantee requirement. He has spoken to Charlie Jones and Wendy Zucal, they both would like to continue to serve and he does not have an objection to reappoint both of them.

Commissioner Everett spoke with 2 of the board members but she would like to speak to the other members before an appointment is made. Due to her injury she has not spoken with them yet. She did speak to Harry Eadon (Director) to voice her concerns about term limits for the board members. She feels there should be term limits. Commissioner Abbuhl does not have an issue discussing term limits but he feels the EDFA Board should determine if they need term limits. Commissioner Metzger is not in favor of term limits as he has seen what's happened with term limits at the state level and there is a good reason to have people that have been on there for a long period of time to be in that mix because they have a historical perspective of what they (EDFA) have done. They had a decent mix and there has been turn over on that board. Wendy was just appointed recently, things do turn over and we have people that have been on since the beginning. He just sees too many issues when you start having the turn over and it creates issues that do not need to be. He does agree that it is not the Commissioner decision to make, it is the board's decision.

Commissioner Everett does not have a Resolution today but perhaps Tuesday.

Legislative Briefing: Commissioner Abbuhl discussed the County Legislative Briefing coming up in Zanesville, March 9, 2015 at Eagle Sticks. He has a hand out for the media that tells about the briefing. As Commissioner Metzger mentioned early about the Governor's budget that is one thing they will be discussing. Commissioner Abbuhl will be co-chairing the meeting with Commissioner Bubb (Licking County). Legislatures come in and address concerns on the budget and how local officials are affected by the budget. He is sure the severance tax will be a discussion. This is an opportunity to ask the legislators questions as far as the relationship between the state and our local government. It is an important thing to have and the CCAO has organized this the last several years. They are scheduled around the state this year. The State

budget is coming out and we want to tell them what is important for our local government before they make decisions on the state level.

Solid Waste District Composting: Commissioner Abbuhl discussed the composting sites proposed for the Solid Waste District. Initially the Stark-Tuscarawas-Wayne Solid Waste District (District) had talked about having one large composting site here in Tuscarawas County (Tuscarawas). Potentially a company would come in to the County and they would have one centralized site. Now, he is being told the consideration is for 3 sites in Tuscarawas County. He has been a proponent all along that Tuscarawas County has additional composting sites and is in favor of 4 sites for Tuscarawas County so the Southern portion of the County has a location for composting. The District has the funds to provide 4 composting sites. He feels that each county in the district should determine their needs for their county and he will not succumb to political pressure. If there are not composting sites accessible to the residents they may dump it on someone's farm or off the side of a bank then the property owner is stuck with cleaning up the mess.

Commissioner Everett from her perspective Chairing the Compost Subcommittee looks at the fact that Tuscarawas County has no free sites at this point. There is a site in Strasburg that is only open to village residents and Franklin Township residents and a site in Lawrence Township which is basically the same except they don't advertise it, but they will take outside (composting). They (Lawrence Township) recently shut down the site. She feels as a District we should look at the entire picture. Stark County has 15 sites. 15 sites and some areas they are so very close and they don't have a lot of material coming to them. So there is a need to probably down size a little bit. Commissioner Abbuhl also looks at items as a District but feels he knows best for his county and does not want other counties telling him what is best as he does not want to tell other counties what is best for them. If Stark County feels it makes sense to lower the composting location in their county he would support that. If it does not make sense and we are making decisions based on some political pressure given he is not in favor of it.

Commissioner Everett is more interested in seeing reduction of sites in Stark and increasing to at least 3 in Tuscarawas County with the idea they can always add sites as needed (which is covered in the plan amendment). Commissioner Abbuhl is not compromising Tuscarawas County sites when the District has over \$6 million in carry over and it is going to cost \$350,000 for a program like this.

Commissioner Metzger stated for Tuscarawas County it only makes sense that they advocate for 4 sites because we have Lawrence Township in the North. From what he has heard, Strasburg in North Central, New Philadelphia in Central if we don't do something in the southern part of the county and put that 4th location in that area, you are not going to get people from that part of the county to come up to New Philadelphia. In his mind, if you put them in geographic locations in Tuscarawas County, it makes sense that we advocate for 4 sites.

Commissioner Everett discussed the current contract with Earth'n Wood which expires at the end of 2015. However, Earth'n Wood sent out a letter stating they want "X" amount of dollars per "pull" which amounts to \$300,000 plus dollars compared to the current contract where they do it for free. They (Earth'n Wood) are basically breaking their contract. She would like to have sealed bids so other companies that are interested in providing the service which could be Bull Country Compost or Kimble Company could bid. Commissioner Abbuhl does not disagree with sealed bids to make it competitive for all companies to be able to put in an offer. Earth'n Wood is under a contract. Tuscarawas was not included in that contract. Earth'n Wood still has a year on that contract but Earth'n Wood decided they are not going to offer free hauling; they are going to start charging. Commissioner Abbuhl stated this needs to be taken care of quickly and not drug out as March 1st is the date Earth'n Wood said they are going to start charging and if we do not have a consensus by the District Board that they are going to fund these sites then a lot of people are going to be real upset that they will not have a composting site.

Commissioner Everett said her first thought to David Held was 4 sites. However, Dennison hadn't returned a call at that point so they had no idea if Dennison was interested but she knew New Philadelphia was, they attended the committee meeting and had discussion. We know Dover is not interested; they want to keep it to residents only. Commissioner Abbuhl spoke to a Dennison council member, council talked to the mayor and the mayor called David Held so they are interested in a composting site.

They discussed Wayne County and their free composting service and how the vendor is using the composting materials for their products. Also discussed a proposal for the district to purchase land in Tuscarawas County for a vendor which Commissioner Abbuhl had concerns with that proposal. Commissioner Everett said that it was not an official proposal but the vendor stated he needs a location.

Commissioner Everett feels that Earth'n Wood broke their contract and yet they are driving the train telling the District this is what it is going to cost you. It is a hauling issue so let's put it out for bid.

Commissioner Abbuhl stated there is not going to be a big argument with him as his yes is going to be yes and his no is going to be no as he knows where he stands on the issue.

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (159-2015) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 9:51 a.m. to meet in Regular Session, Tuesday, the 17th day of February, 2015.

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

Belle Everett

Kerry Metzger

Chris Abbuhl

Attest: James E. Clark
Clerk of the Board

