

July 9, 2015

Agenda

Pledge of Allegiance

Approve Minutes

Transfer of Funds (1)

Supplemental Appropriations (2)

Interfund Transfer/Advance

Before/After

Out of County Travel-JFS July 2015

Approve ADAMHS Levy

Approve Senior Citizen Levy

Approve Purchase of Electronic Sign-Fairgrounds

Approve Agreement-TCMSD & Bridges Excavating Dutchtown Road Extension

Approve Expedited Annexation-Ardyze M. Malcuit Franklin Twp. to Village of Strasburg

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 9TH DAY OF JULY, 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 (612-2015) 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 (613-2015) 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
Community Corrections	T31-T05	T31-T01	\$36,000.00	Salaries
Community Corrections	T31-T05	T31-T09	\$600.00	Medicare
Community Corrections	T31-T05	T31-T10	\$5,500.00	PERS
Community Corrections	T31-T05	T31-T12	\$19,400.00	Insurance

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

RESOLUTION (614-2015) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Engineer	K00-K40	K00-K15	\$30,000.00	Contract Services
Engineer	K00-K40	K00-K07	\$1,011.10	Capital Projects
Park Department	S95-S20	S95-S14	\$14,458.00	Professional Services

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

RESOLUTION (615-2015) INTERFUND TRANSFER/ADVANCE

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

Treasurer, Tusc. Co.	911 Sales Tax 3 rd Qtr.	\$346,186.25
Treasurer, Tusc. Co.	Regional Planning 3 rd Qtr.	\$15,000.00
Treasurer, Tusc. Co.	Public Defender 3 rd Qtr.	\$86,478.75
Treasurer, Tusc. Co.	Community Corrections 3 rd Qtr.	\$67,306.00
Treasurer, Tusc. Co.	OCED 3 rd Qtr.	\$11,250.00
Treasurer, Tusc. Co.	Jail Operations 3rdQtr.	\$700,421.50

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

RESOLUTION (616-2015) BEFORE & AFTER

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

Tusc Co. IT Department (Common Pleas)	1001.43
Five Star Painting & Power Wash (Water & Sewer)	400.00

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

RESOLUTION (617-2015) OUT OF COUNTY TRAVEL (JULY)–JFS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following travel requests as submitted by David Haverfield, Director:

DATE: 7/17/2015
TITLE: CANTON DISTRICT DIRECTOR’S MEETING
LOCATION: COSHOCTON OHIO
ATTENDING: DAVID HAVERFIELD
ANTICIPATED EXPENSE: Mileage of approximately 78 miles equals \$35.88, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 07/15/15 & 07/16/15
TITLE: CFIS LEDGER FISCAL CONFERENCE
LOCATION: NEWARK
ATTENDING: ADAM WILSON AND RACHEL CANNON (Rachel is only going 1 day)
ANTICIPATED EXPENSE: Mileage of approximately 300 miles equals \$138.00, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 7/31/2015
TITLE: OCATS-COUNTY AGENCY TECHNOLOGY STRATEGY COMMITTEE MEETING
LOCATION: COLUMBUS
ATTENDING: JOE KROCKER
ANTICIPATED EXPENSE: Mileage of approximately 234 miles equals \$107.64, or an agency van will be utilized, if available, and meals at \$15.00.

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

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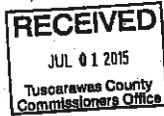
RESOLUTION (618-2015) APPROVE ADAMHS LEVY

NOTE: See RESOLUTION (618-2015)
PAGE 375 APPROVE EXPEDITED ANNEXATION

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the Alcohol, Drug Addiction and Mental Health Services levy.

ROLL CALL: Belle Everett, yes; **NOTE:** RESOLUTION(656-2015)
 Chris Abbuhl, yes; **JULY 20, 2015**
 Kerry Metzger, yes; **AMEND RESOLUTION(618-2015)**

Discussion: Commissioner Everett commented that the ADAMHS not only serves adults, but children as well. The estimated levy should generate almost \$889,000.00



DTE 140R
Rev. 05/11
R.C. §5705.09(B)

Certificate of Estimated Property Tax Revenue
 (Use this form when a taxing authority certifies a millage rate and requests the revenue produced by that rate.)

The county auditor of Tuscarawas County, Ohio, does hereby certify the following:

- On June 30, 2015, the taxing authority of the County of Tuscarawas (political subdivision name) certified a copy of its resolution or ordinance adopted June 29, 2015, requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by zero and one-half (0.5) mills, to levy a tax outside the 10-mill limitation for operation of alcohol and drug addiction programs and mental health programs and the acquisition, construction, renovation, financing, maintenance and operation of alcohol and drug addiction facilities and mental health facilities for the citizens of Tuscarawas County purposes pursuant to Revised Code §5705.221, to be placed on the ballot at the November 3, 2015 election. The levy type is renewal.
- The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$888,972.30.
- The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$1,691,148,060.


 Auditor's signature

7/1/2015
 Date

Instructions

- "Total tax valuation" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of personal and public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
- For purposes of this certification, "subdivision" includes any agency, board, commission or other authority authorized to request a taxing authority to submit a tax levy on its behalf.
- "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase and (7) replacement with a decrease levies.
- Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.

RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN MILL LIMITATION

Rev. Code, Secs. 5705.19, .191, .192, .194, .21, .26

The 2 Tuscarawas Board of Commissioners of Tuscarawas County, Ohio, met in Regular session on the 9th day of July, 2015 at the office of

with the following members present:

- Belle Everett
- Kerry Metzger
- Chris Abbuhl

Mr. Kerry Metzger moved the adoption of the following Resolution:

WHEREAS, The amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said

Tuscarawas County, Ohio; therefore, be it **RESOLVED**, By the 2 Board of Commissioners of the

Tuscarawas County, Ohio, two-thirds of all members elected thereto concurring, that it is necessary to levy a tax in excess of the ten mill limitation for the benefit of the Alcohol, Drug Addiction and Mental Health Services Board.

for the purpose of the operation of alcohol and drug addiction programs and mental health programs and the acquisition, construction, renovation, financing, maintenance, and operation of alcohol and drug addiction facilities and mental health facilities for the citizens of Tuscarawas County

at a rate not exceeding 0.5 mills for each one dollar of valuation, which amounts to \$0.5 (five cents)

for each one hundred dollars of valuation, for five years Commencing in 2016 First due in calendar year 2017

such levy is a renewal of an existing levy of 0.5 mills for purposes pursuant to Revised Code 5705.221

RESOLVED, That the question of levying additional taxes be submitted to the electors of said Tuscarawas

at the General election to be held at the usual voting places within said Tuscarawas County

on the 3rd day of November, 2015 and be it further

RESOLVED, That said levy be placed upon the tax list of the current year after the February settlement next succeeding the election, if majority of the electors voting thereon vote in favor thereof; and be it further

RESOLVED, That the Clerk or Township Fiscal Officer of this Board of Commissioners be and he is hereby directed to certify a copy of this Resolution to the Board of Elections, Tuscarawas County, Ohio, this resolution is to be passed and certified to the Board of Elections 75 days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Mr. Chris Abbuhl seconded the Motion and the roll being called upon its adoption the vote resulted as follows:

Ms. Balle Everett yes

Mr. Chris Abbuhl yes

Mr. Kerry Metzger yes

M.

M.

Adopted the 9th day of July, 2015

Maria A. Lautenschleger
(Clerk or Twp. Fiscal Officer or Auditor)

Board of Commissioners
(Name of Subdivision)

Tuscarawas County, Ohio

1. This Resolution is to be passed and certified to the Board of Elections 75 days prior to the election upon which it will be voted, except see Emergency School Levy 5705.194.
2. Board of County Commissioners, Council of the City or Village, Board of Education, or Board of Township Trustees.
3. Name of Subdivision.
4. Here insert any one of the purposes listed in Sec. 5705.19 R.C. Not applicable to school districts.
5. For all the subdivisions including schools under 5705.19, the life indebtedness or the number of years the levy is to run.
Here insert one of the following:
 " an additional tax of _____ mills"
 " a removal of an existing tax of _____ mills"
 " a removal of a tax of _____ mills and an increase of _____ mills to constitute a tax of _____ mills"
 " a removal of a part of a _____ mill existing levy, being a reduction of _____ mills to constitute a tax of _____ mills"
 " a replacement of a tax of _____ mills"
 " a replacement of _____ mills and an increase of _____ mills to constitute a tax of _____ mills"
 " a replacement of part of an existing levy, being a reduction of _____ mills to constitute a tax of _____ mills"
 Schools also see 5705.212, 5705.213 O.R.C.
6. See Emergency School Levy under 5705.194. Also 5705.21, 5705.212, 5705.213 schools.
7. This notice to be given by the Board of Elections shall be published in a newspaper of general circulation in the county once a week. See 5705.19, .191, .194 R.C. for time.

The State of Ohio, Tuscarawas County, ss.

I, Maria A. Lautenschleger, Clerk or Fiscal Officer of Board of County Commissioners of Tuscarawas County

do hereby certify that the foregoing is taken and copied from the Record of the Proceedings of said Board; that the same has been compared by me with the Resolution on said Record and that it is a true and correct copy thereof.

Witness my signature, this 9th day of July, 2015

Maria A. Lautenschleger
Clerk or Township Fiscal Officer

No.		County, Ohio	RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN MILL LIMITATION	Filed _____ (Year)	By _____ Deputy.	
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RESOLUTION (619-2015) APPROVE SENIOR CITIZEN LEVY

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the Tuscarawas County Committee on Aging, Inc. levy.

ROLL CALL:

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

Note: The Senior Citizen Levy should generate \$1,352,918.00

DTE 140R
Rev. 05/11
R.C. §5705.03(B)

Certificate of Estimated Property Tax Revenue

(Use this form when a taxing authority certifies a millage rate and requests the revenue produced by that rate.)

The county auditor of Tuscarawas County, Ohio, does hereby certify the following:

1. On July 2, 2015, the taxing authority of the County of Tuscarawas (political subdivision name) certified a copy of its resolution or ordinance adopted July 2, 2015, requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by zero and eight-tenths (0.8) mills, to levy a tax outside the 10-mill limitation for providing and continuing services for the senior citizens of Tuscarawas County, Ohio specifically the Tuscarawas County Committee on Aging purposes pursuant to Revised Code §307.624, §307.85 and §5705.19(Y), to be placed on the ballot at the November 3, 2015 election. The levy type is replacement with an increase.
2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$1,352,918.
3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$1,691,148,060.



Auditor's signature

7/6/2015

Date

Instructions

1. "Total tax valuation" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of personal and public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
2. For purposes of this certification, "subdivision" includes any agency, board, commission or other authority authorized to request a taxing authority to submit a tax levy on its behalf.
3. "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase and (7) replacement with a decrease levies.
4. Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.

RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN MILL LIMITATION

Rev. Code, Secs. 5705.19, .191, .192, .194, .21, .26

The 2 Tuscarawas Board of Commissioners
County, Ohio, met in Regular session on the 9th day of July, 2015, at the office of
(Regular or Special)
(Year)
with the following members present:

- Belle Everett
- Kerry Metzger
- Chris Abbuhl

Mr. Chris Abbuhl moved the adoption of the following Resolution:

WHEREAS, The amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Board of Commissioners

Tuscarawas County, Ohio; therefore, be it RESOLVED, By the 2 Board of Commissioners of the

Tuscarawas County, Ohio, two-thirds of all members elected thereto concurring, that it is necessary to levy a tax in excess of the ten mill limitation for the benefit of Tuscarawas County, Ohio

(Name of Subdivision)
for the purpose of providing and continuing services for the senior citizens of Tuscarawas County, OH and maintaining facilities for the senior citizens of Tuscarawas County, Ohio specifically the Tuscarawas Committee on Aging, Inc. as authorized by Revised Code sections 307.694; 307.85 and 5705.19(Y)

at a rate not exceeding 0.80 mills Eight cents (0.08) mills for each one dollar of valuation, which amounts to

(Here insert rate expressed in dollars and cents)
for each one hundred dollars of valuation, for five years Commencing in 2016
First due in calendar year 2017

such levy is a replacement of 0.70 mills and an increase of 0.10 mills to constitute a tax of 0.8 mills

RESOLVED, That the question of levying additional taxes be submitted to the electors of said Tuscarawas County

at the General election to be held at the usual voting places within Tuscarawas County

said Tuscarawas County on the 3rd day of November, 2015; and be it further

RESOLVED, That said levy be placed upon the tax list of the current year after the February settlement next succeeding the election, if majority of the electors voting thereon vote in favor thereof; and be it further

RESOLVED, That the Clerk or Township Fiscal Officer of this Board of Commissioners
 be and he is hereby directed to certify a copy of this Resolution to the Board of Elections,
Tuscarawas County, Ohio, this resolution is to be passed and certified to the
Board of Elections 75 days prior to the election
 and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required
 by law.⁷

Mr. Chris Abbuhl seconded the Motion and the roll being called
 upon its adoption the vote resulted as follows:

- Ms. Belle Everett _____, yes
- Mr. Chris Abbuhl _____, yes
- Mr. Kerry Metzger _____, yes
- M. _____
- M. _____

Adopted the 9th day of July, 2015

Maria A. Lautenschleger
 (Clerk or Township Fiscal Officer or Auditor)

Board of Commissioners
 (Name of Subdivision)

Tuscarawas County, Ohio

1. This Resolution is to be passed and certified to the Board of Elections 90 days prior to the election upon which it will be voted, except see Emergency School Levy 5705.194.
 2. Board of County Commissioners, Council of the City or Village, Board of Education, or Board of Township Trustees.
 3. Name of Subdivision.
 4. Here insert any one of the purposes listed in Sec. 5705.19 R.C. Not applicable to school districts.
 5. For all the subdivisions including schools under 5705.19, the life indebtedness or the number of years the levy is to run.
 Here insert one of the following:
 "an additional tax of ___ mills"
 "a renewal of an existing tax of ___ mills"
 "a renewal of a tax of ___ mills and an increase of ___ mills to constitute a tax of ___ mills"
 "a renewal of a part of a ___ mill existing levy, being a reduction of ___ mills to constitute a tax of ___ mills"
 "a replacement of a tax of ___ mills"
 "a replacement of ___ mills and an increase of ___ mills to constitute a tax of ___ mills"
 "a replacement of part of an existing levy, being a reduction of ___ mills to constitute a tax of ___ mills"
 Schools: also see 5705.212, 5705.213 O.R.C.
 6. See Emergency School Levy under 5705.194. Also 5705.21, 5705.212, 5705.213 schools.
 7. This notice to be given by the Board of Elections shall be published in a newspaper of general circulation in the county once a week. See 5705.19, .191, .194 R.C. for time.

The State of Ohio, Tuscarawas County, ss.

I, Maria A. Lautenschleger, Clerk or Fiscal Officer of Board of County
 Commissioners of Tuscarawas County

do hereby certify that the foregoing is taken and copied from the Record of the Proceedings of said
 Board; that the same has been compared by me with the Resolution on said Record
 and that it is a true and correct copy thereof.

Witness my signature, this 9th day of July, 2015

Maria A. Lautenschleger
 Clerk or Township Fiscal Officer

No.	County, Ohio	RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN MILL LIMITATION	Filed	By	Deputy.
			(Year)		

RESOLUTION (620-2015) ELECTRONIC SIGN – FAIRGROUNDS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the purchase of a LED “Electronic Sign” for the Tuscarawas County Fairgrounds. This replaces a sign that was damaged beyond repair during a storm. The lowest quote received was from Archer Corporation of Canton, Ohio in the amount of \$26,286.00. Funds have been encumbered and certified by the Tuscarawas County Auditor for this purchase.

Discussion: Commissioner Everett explained this was the lowest price. The new sign is a great revenue resource. Commissioner Abbuhl discussed how it will be beneficial to easily change the sign and utilize it for different events

VOTE:

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

**RESOLUTION (621-2015) APPROVE AGREEMENT TCMSD/BRIDGES EXCAVATING
(Dutchtown Road Extension)**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following agreement.

Discussion: There should be a number of dollars coming back to the county from reimbursement of the residents of this road. The cost is being shared by the residents and the county. Tuscarawas County Water & Sewer District’s water tower is located on this road and is used daily.

Tuscarawas County Metropolitan Sewer District (TCMSD)

Agreement between Owner and Contractor

(Use when contract value is less than \$50,000)

Agreement entered into the 9th day of July in the year 2015.

BETWEEN the Owner: Board of Commissioners, Tuscarawas County, Ohio
125 East High Avenue
New Philadelphia, Ohio 44663

and the Contractor: Bridges Excavating, LLC
583 Creek Street
Uhrichsville, Ohio 44683-1654

The Engineer: Michael B. Jones, P.E., Director
Tuscarawas County Metropolitan Sewer District
9944 Wilkshire Boulevard NE
Bolivar, Ohio 44612

TCMSD Project No: 2015-002

For the following Project: Dutchtown Road Extension – Water & Sewer Access Road Improvements

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

- 1.1. The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:
 - 1.1.1. This Agreement signed by the Owner and Contractor;
 - 1.1.2. The Scope of Work, which is defined as follows: Regrade approximately 2,640 lineal feet of roadway to provide positive drainage. Roller compact the newly graded subgrade. Install 2 inches of #57 limestone, fine graded and rolled to finish. The project will begin at the intersection of the centerline of Dutchtown Road Extension and the north corporation limit of the Village of Mineral City and will extend north to the termination of the project at the entrance to the Mineral City Water Tank.
 - 1.1.3. Addenda prepared by the Engineer as follows: N/A
 - 1.1.4. Written orders for changes in the Work issued after execution of this Agreement; and
 - 1.1.5. Other documents, if any, identified as follows: N/A

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1. The number of calendar days available to the Contractor to substantially complete the Work is in the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work no later than 45 days from the date of commencement, subject to adjustment as provided in Article 11.

ARTICLE 3 CONTRACT SUM

- 3.1. Subject to additions and deductions in accordance with Article 11, the Contract Sum is: **\$8,770.00**
- 3.2. Unit Prices, if any, are as follows: *N/A*
- 3.3. Allowances included in the Contract Sum, if any, are as follows: *N/A*
- 3.4. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: *N/A*
- 3.5. The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

- 4.1. Based on Contractor's Applications for Payment certified by the Engineer, the Owner shall pay the Contractor in accordance with Article 13 as follows:
One lump sum payment upon satisfactory completion of the Work
- 4.2. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in absence thereof, at the legal rate prevailing at the place of the Project.

ARTICLE 5 INSURANCE REQUIREMENTS

- 5.1. The Contractor shall provide certificates that name the Owner as certificate holder and as additional insured for general liability and automobile liability coverage. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be cancelled or materially change unless at least ten (10) days' prior written notice by registered letter has been given to the Owner. The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor. The Contractor is responsible for the existence, extent and adequacy of insurance prior to signing this Contract.
- 5.2. The Contractor shall procure and maintain insurance for the duration of this Project and, if written on a claims-made basis, shall maintain such insurance for the duration of time that the claims insured against may be brought within the applicable Ohio statute of repose. The Contractor shall ensure that all Subcontractors the Contractor engages or employs carry and maintain similar insurance in form and amount acceptable to the Owner. The insurance shall be of the types and limits set forth herein and such insurance as will protect the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. The insurance coverage provided by the Contractor will be primary coverage. All required insurance coverage shall be placed with carriers authorized to conduct business in the State of Ohio.
- 5.3. The Contractor shall provide Contractor's general liability and other insurance as follows:

Type of Insurance	Limit of Liability (\$0.00)
Commercial General Liability	\$2,000,000.00
Automobile Liability	\$2,000,000.00

- 5.4. The failure to maintain valid insurance coverage shall be considered a substantial breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

ARTICLE 6 OHIO WORKERS' COMPENSATION COVERAGE

- 6.1. The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.
- 6.2. The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.
- 6.3. The failure to maintain valid workers' compensation coverage shall be considered a substantial breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

ARTICLE 7 GENERAL PROVISIONS

- 7.1. **The Contract**
 - 7.1.1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 11.
- 7.2. **The Work**
 - 7.2.1. The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.
- 7.3. **Intent**
 - 7.3.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

ARTICLE 8 OWNER

- 8.1. **Owner's Responsibilities**
 - 8.1.1. The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.
- 8.2. **Owner's Right to Stop Work**

8.2.1. If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

8.3. Owner's Right to Carry Out the Work

8.3.1. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after a written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

8.4. Owner's Right to Perform Construction and to Award Separate Contracts

8.4.1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

8.4.2. The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

8.4.3. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 9 CONTRACTOR

9.1. Review of Contract Documents and Field Conditions by the Contractor

9.1.1. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

9.1.2. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents, and (3) promptly report errors, inconsistencies or omissions discovered to the Engineer.

9.2. Contractor's Construction Schedule

9.2.1. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work.

9.3. Supervision and Construction Procedures

9.3.1. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

9.3.2. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Engineer the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Engineer have made a timely and reasonable objection.

9.4. Labor and Materials

- 9.4.1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- 9.4.2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 9.5. Warranty**
- 9.5.1. The Contractor warrants to the Owner and the Engineer that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
- 9.6. Taxes**
- 9.6.1. The Owner is exempt from payment of sales and compensating use taxes of the State of Ohio and of cities and counties thereof on all materials to be incorporated into the Work.
- 9.6.1.1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
- 9.6.1.2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased or leased by Contractor, or to supplies or materials not incorporated into the Work.
- 9.7. Permits, Fees and Notices**
- 9.7.1. The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution of the Work.
- 9.7.2. The Contractor shall comply with giving notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules, and regulations, lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Engineer in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.
- 9.8. Submittals**
- 9.8.1. The Contractor shall promptly review, approve in writing and submit to the Engineer Shop Drawings, Product Data, Samples, and other similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
- 9.9. Use of Site**
- 9.9.1. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.
- 9.10. Cutting and Patching**
- 9.10.1. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
- 9.11. Cleaning Up**

Project #2015-002

9.11.1. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material, and shall properly dispose of waste materials off-site.

9.12. Indemnification

9.12.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's agents and employees from and against claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

9.12.2. The Contractor shall notify the Owner promptly of all claims arising out of the performance of Work under this Contract by the Contractor, its employees or agents, officers or subcontractors.

9.12.3. This indemnity provision shall survive the termination of the Contract, completion of the Project, or the expiration of the term of the Contract.

ARTICLE 10 ENGINEER

10.1. The Engineer will provide administration of the Contract as described in the Contract Documents. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

10.2. The Engineer will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

10.3. The Engineer will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

10.4. Based on the Engineer's observations and evaluations of the Contractor's Application for Payment, the Engineer will review and certify the amounts due the Contractor.

10.5. The Engineer has the authority to reject Work that does not conform to the Contract Documents.

10.6. The Engineer will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and design concept expressed in the Contract Documents.

10.7. The Engineer will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

10.8. Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

Project #2015-002

- 10.9. The Engineer's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Engineer. Consent shall not be unreasonably withheld.

ARTICLE 11 CHANGES IN THE WORK

- 11.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.
- 11.2. The Engineer will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.
- 11.3. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 12 TIME

- 12.1. Time limits stated in the Contract Documents are of the essence of the Contract.
- 12.2. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delays in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 13 PAYMENTS AND COMPLETION

- 13.1. **Contract Sum**
- 13.1.1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- 13.2. **Applications for Payment**
- 13.2.1. At least ten days before the date established for each progress payment, the Contractor shall submit to the Engineer an Itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Engineer may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off site at a location agreed upon in writing.
- 13.2.2. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates of Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's

Project #2015-002

knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

13.3. Certificates for Payment

13.3.1. The Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part.

13.4. Progress Payments

13.4.1. After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

13.4.2. The Contractor shall promptly pay each subcontractor and supplier upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

13.4.3. Neither the Owner nor the Engineer shall have responsibility for payments to a subcontractor or supplier.

13.4.4. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of a Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

13.5. Substantial Completion

13.5.1. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

13.5.2. When the Work or designated portion thereof is substantially complete, the Engineer will make an inspection to determine whether the Work is substantially complete. When the Engineer determines that the Work is substantially complete the Engineer shall prepare a Certificate of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of the Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

13.6. Final Completion and Final Payment

13.6.1. Upon receipt of a final Application for Payment, the Engineer will inspect the Work. When the Engineer finds the Work acceptable and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment.

13.6.2. Final payment shall not become due until the Contractor submits to the Engineer releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

13.6.3. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

- 14.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work, the Work and materials and equipment shall be incorporated therein, and other property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 15 CORRECTION OF WORK

- 15.1. The Contractor shall promptly correct Work rejected by the Engineer as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.
- 15.2. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
- 15.3. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

ARTICLE 16 MISCELLANEOUS PROVISIONS

- 16.1. **Assignment of Contract**
- 16.1.1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
- 16.2. **Tests and Inspections**
- 16.2.1. At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, codes, ordinances, rules, and regulations, or lawful orders of public authorities.
- 16.2.2. If the Engineer requires additional testing, the Contractor shall perform those tests.
- 16.2.3. The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.
- 16.3. **Governing Law**
- 16.3.1. The Contract shall be governed by the jurisdiction and law of Tuscarawas County, Ohio.

ARTICLE 17 TERMINATION OF THE CONTRACT

- 17.1. **Termination by Contractor**
- 17.1.1. If the Engineer fails to certify payment as provided in Section 13.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payments as provided in Section 13.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.
- 17.2. **Termination by the Owner for Cause**

Project #2015-002

- 17.2.1.** The Owner may terminate the Contractor if the Contractor
- 17.2.1.1.** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 17.2.1.2.** fails to make payments to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
 - 17.2.1.3.** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority have jurisdiction; or
 - 17.2.1.4.** is otherwise guilty of substantial breach of a provision of the Contract Documents.
- 17.2.2.** When any of the above reasons exist, the Owner, after consultation with the Engineer, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may
- 17.2.2.1.** take possession of the site and of all materials thereon owned by the Contractor, and
 - 17.2.2.2.** finish the Work by whatever reasonable method the Owner may deem expedient.
- 17.2.3.** When the Owner terminates the Contract for one of the reasons stated in Section 17.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- 17.2.4.** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.
- 17.3. Termination by the Owner for Convenience**
- 17.3.1.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, along with reasonable overhead and profit on the Work not executed.

ARTICLE 18 OTHER TERMS AND CONDITIONS

- 18.1. N/A**

ARTICLE 19 DISPUTE RESOLUTION**19.1. Mediation**

- 19.1.1.** In the event of a dispute between parties which arises under this Contract and the dispute cannot be resolved through informal negotiation, the dispute shall be submitted to a neutral mediator jointly selected by the parties.
- 19.1.2.** Either party may file suit before or during mediation if the party in good faith deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

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19.1.3. The cost of mediation, including the mediator's fees shall be borne equally by the parties to the mediation.

19.2. Arbitration

19.2.1. If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three (3) arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by arbitrators selected by the parties. The arbitration shall be conducted in accordance with the American Arbitration Association.

19.2.2. The decision of the arbitrators shall be final and binding upon all parties.

19.2.3. The cost of arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

Project #2015-002

This Agreement entered into as of the day and year first written above.

AUDITOR'S CERTIFICATION

This signature certifies the amount required to meet the obligation in the fiscal year in which this Agreement is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund fee from any previous encumbrances.

Signature

Larry Lindberg
County Auditor

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

BRIDGES EXCAVATING, LLC

TUSCARAWAS COUNTY COMMISSIONERS

Chris Abbuhl

Signature

Belle Everett 7-9-15

Signature *Date*

~~Chris Abbuhl~~ Belle Everett
President, Board of County Commissioners

Attest:

Attest:

Michele Bridges 6-4-15

Signature *Date*

Maria A. Lautenschleger 7-9-15

Signature *Date*

Name, Title
Michele Bridges Vice President

~~Jane Clay, Clerk~~ Maria A. Lautenschleger, Clerk

BRIDGES EXCAVATING
583 CREEK STREET
UHRICHSVILLE, OH 44683
WE "DIG" WORKING FOR YOU

**SPECIAL COUNSEL FOR TUSCARAWAS COUNTY
METROPOLITAN SEWER DISTRICT**

Approved as to Form

D. Brad Zimmerman 6.24.15

Signature *Date*

D. Brad Zimmerman, Special Counsel

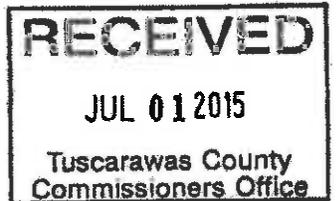
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VOTE:

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

**RESOLUTION (618-2015) APPROVE EXPEDITED ANNEXATION
(Ardyze M. Malcuit-Franklin Twp. to Village of Strasburg)**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following expedited annexation.



PETITION FOR ANNEXATION

The sole owner of a 0.882 acre parcel of real property contiguous to the Village of Strasburg, Ohio located in Franklin Township, now petitions for annexation to the Village of Strasburg, Ohio under R.C. 709.022.

Petitioner submits the following information in accordance with R.C. 709.022:

- A. The signature of the sole property owner in the territory proposed to be annexed is subscribed below.
- B. An accurate legal description of the territory proposed to be annexed is attached as Exhibit "A."
- C. An accurate map or plat of the territory is

attached as Exhibit "B."

D. The person acting as agent for Petitioner is Attorney E.K. Wright of 134 Fourth St NW, New Philadelphia Ohio.

E. The proposed tract described on Exhibit "A" to be annexed and all lots or parcels located adjacent to the territory to be annexed are:

OWNER	ADDRESS	PARCEL NO.
Lisa A. Nicholson	709 Dale Ave NW Strasburg, Oh 44680	23-01066-022
The United Methodist Church of Strasburg	711 Dale Ave NW Strasburg, Oh 44680	23-01066-068
Andrew J. & Tiffini J. Wright	713 Dale Ave. NW Strasburg, OH 44680	23-01066-067
The Ardyze M Malcuit Family Limited Partnership	P.O. Box 166 Strasburg, OH 44680	19-00352-000 and 23-01074-000

Mark Malcuit

P.O. Box 166
Strasburg, OH
44680

19-00355-003
and
19-00355-002

**WHOEVER SIGNS THIS PETITION EXPRESSLY
WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON
THE PETITION TAKEN BY THE BOARD OF COUNTY
COMMISSIONERS. THERE ALSO IS NO APPEAL
FROM THE BOARD'S DECISION IN THIS MATTER
IN LAW OR IN EQUITY.**

PETITIONER:

THE ARDYZE M MALCUIT
FAMILY LIMITED PARTNERSHIP

By 
Brad A. Malcuit
General Partner

Date: 5/5/15

GEORGE A. FIEDLER & ASSOCIATES

CONSULTING ENGINEERS

POST OFFICE BOX 148

TELEPHONE 330/364-2122

DOVER, OHIO 44622

Associates

DONALD R. DUMMERMUTH

Professional Engineer

DANIEL R. DUMMERMUTH

Professional Engineer

JOHN E. SIBILA

Professional Surveyor

RICHARD B. SWARTZBAUGH

Professional Surveyor

Description of a
0.882 of an Acre Tract
for
Annexation to the Village of Strasburg, Ohio
by
The Ardyze M. Malcuit Family Limited Partnership
6 March 2012

Situated in the Township of Franklin, County of Tuscarawas and State of Ohio, being part of the remainder of a 30.513 acres tract, Tax Parcel #19-00352.000, in the Southeast Quarter of Section 19, Township 10 North, Range 3 West, of the United States Military Lands conveyed to The Ardyze M. Malcuit Family Limited Partnership by deed recorded in Volume 736, Page 64 of the Tuscarawas County Deed Records and being more fully described as follows:

Beginning at a point on the north boundary line of said 30.513 acres tract and on the Village of Strasburg Corporation Line, said point being along said north boundary line and said Corporation Line South $88^{\circ}-13'-00''$ West, 196.36 feet from an iron pin located at the northwest corner of Lot No. 948 in William's Village Phase 2 to the Village of Strasburg recorded in Plat Volume 29, Page 20 of the Tuscarawas County Plat Records;

thence from said point of beginning leaving said north boundary line and along said Corporation Line South $3^{\circ}-39'-08''$ West, 200.90 feet to a point;

thence continuing along said Corporation Line South $88-13'-00''$ West 200.81 feet to a point on the west boundary line of said 30.513 acres tract and the east boundary line of Pine Ridge Development Phase I to the Village of Strasburg recorded in Plat Volume 28, page 4 of

Page -1-

Exhibit"A"

the Tuscarawas County Plat Records;

thence along the west boundary line of said 30.513 acres tract, the east boundary lines of said Pine Ridge Development Phase I and Pine Ridge Development Phase 4 to the Village of Strasburg recorded in Plat Volume 30, Page 25 of the Tuscarawas County Plat Records, and the said Corporation Line, North 3°-37'-32" East, 145.91 feet to an iron pin set,

thence leaving the west boundary line of said 30.513 acres tract, the east boundary line of said Pine Ridge Development Phase 4 and the said Corporation Line, North 49°-58'-24" East, 86.43 feet to an iron pin set on the north boundary line of said 30.513 acres tract;

thence along the north boundary line of said 30.513 acres tract North 88°-13'-00" East, 136.64 feet to the point of beginning, containing 0.882 of an acre.

The bearings have been oriented to the west boundary line of said William's Village Phase 2, which is South 3°-24'-16" West.

The above description was written based upon recorded information in the Tuscarawas County Deed Records, Plat Records, record survey plats and field survey work performed.

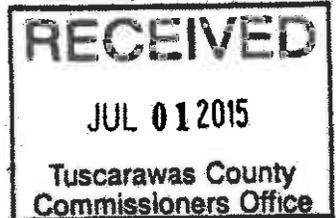
Donald R. Dummermuth

Checked by:
Donald R. Dummermuth
Registered Surveyor #5075

Daniel R. Dummermuth

Prepared by:
Daniel R. Dummermuth
Registered Surveyor #7442





ANNEXATION AGREEMENT

Pursuant to Ohio revised Code Section 709, the Board of Trustees of Franklin Township, Tuscarawas County, Ohio (hereinafter "Township") and the Village of Strasburg, Ohio (hereinafter "Village"), hereby enter into this Annexation Agreement (hereinafter "Agreement") for purposes of consenting to a proposed annexation of certain territory from the Township to the Village and to further outline the terms and conditions of said annexation, said Annexation being the Ardyze M. Malcuit Family Limited Partnership Annexation.

NOW THEREFORE, the parties hereto agree and consent as follows:

1. The Territory to be annexed from Township to Village is the acreage more fully described in the attached Exhibit "A".

1

2. The Territory shall be annexed to the Village of Strasburg, Tuscarawas County, Ohio, effective at such time as the Village of Strasburg accepts the annexation subsequent to the Board of Commissioners' approval, as provided by law.

3. The term of annexation of the Territory to the Village of Strasburg shall be perpetual.

4. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified, or changed except by a written document duly executed by both the Village of Strasburg and Franklin Township.

5. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall

remain in full force and effect and shall be enforced to the greatest extent permitted by law.

6. That upon completion of the Annexation Proceeding, the Territory so annexed shall be zoned in conformity with all contiguous property to the Village.

7. That upon completion of the Annexation Proceeding, the Territory so annexed shall be provided access to Village services and improvements as are in conformity with contiguous property to the Territory already incorporated within the Village. The Village reserves the right to require any private developer of the Territory to comply with all existing ordinances and regulations of the Village pertaining to development of the Territory, including all necessary approvals required by the Village Planning Commission, Village Council, or other Village representatives.

8. That this Annexation Agreement shall be submitted to the Commissioners, together with the Petition for Annexation by the property owner, under Ohio Revised Code Section 709.022. The Township, with respect to the property described in this Agreement only, shall not require payment of the real estate taxes as provided for in Chapter 709 of the Ohio Revised Code.

IN WITNESS WHEREOF, the Village of Strasburg, Ohio by and through its authorized representatives, and Franklin Township by and through its Trustees, have hereunto set their hands as set forth below.

The Board of Trustees of Franklin Township:



 RANALL FEARON
 (printed name)

Dated: 4-9-2015

Max O Bonifant

Dated: 4-9-2015

Max O Bonifant
(printed name)

Doug

Dated: 04/09/2015

DOUG HENSEL
(printed name)

The Village of Strasburg, Ohio

John E Bitikofe
(Mayor)

Dated: 5/5/15

John E. BITIKOFER
(printed name)

A. Mahoney
Fiscal Officer

Dated: 5/5/15

Jennifer Mahoney
(printed name)

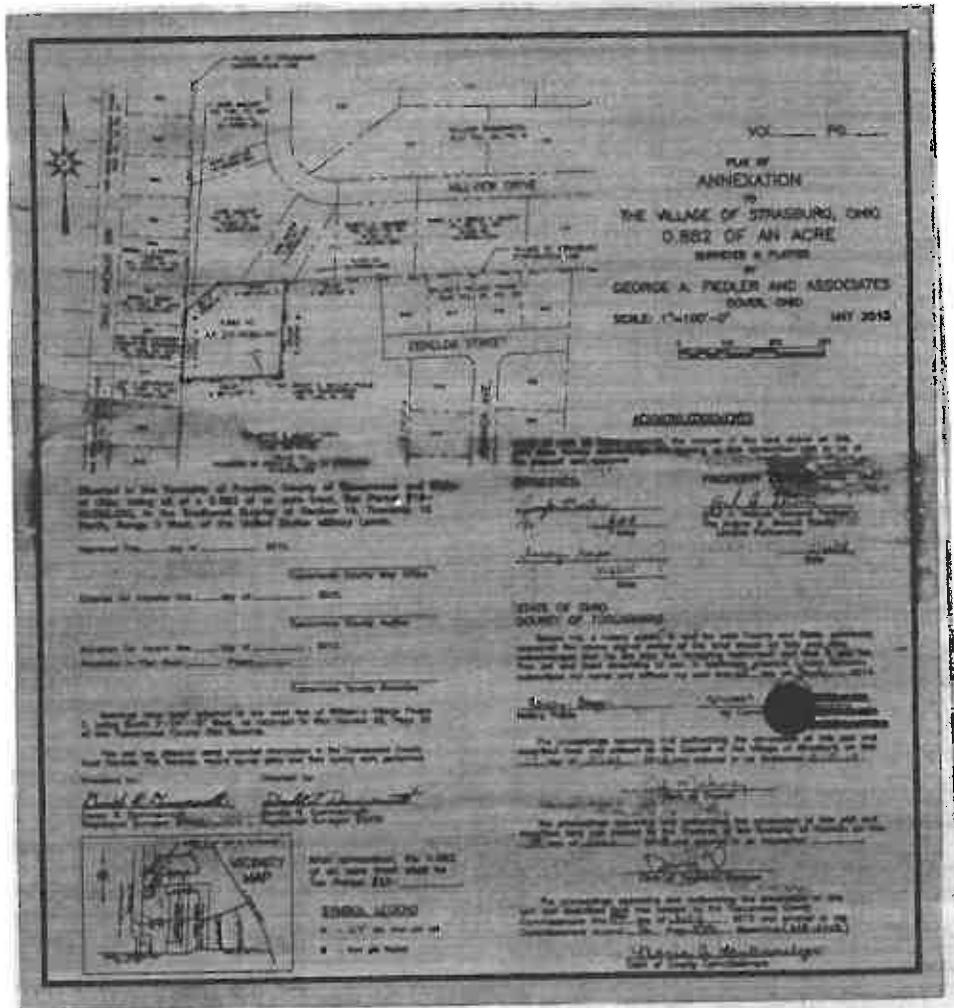


Exhibit "A"

Situated In the Township of Franklin, County of Tuscarawas and State of Ohio, being part of the remainder of a 30.513 acres tract, Tax Parcel #19-00352.000, In the Southeast Quarter of Section 19, Township 10, North, Range 3 West, of the United States Military Lands conveyed to The Ardyze M. Malcult Family Limited Partnership by deed recorded In Volume 736, Page 64 of the Tuscarawas County Deed records and being more fully described as follows:

Beginning at a $\frac{3}{4}$ " diameter iron pin set at a point on the north boundary line of said 30.513 acres tract and on the Village of Strasburg Corporation Line, said point being along said north boundary line and said Corporation Line South 88 deg.-13'00" West, 196.36 feet from an iron pin located at the northwest corner of Lot No. 948 In William's Village Phase 2 to the Village of Strasburg recorded In Plat Volume 29, Page 20 of the Tuscarawas County Plat Records; thence from said point of beginning leaving said north boundary line and along said Corporation Line South 3 deg.-39'-08" West, 200.90 feet to a $\frac{3}{4}$ " diameter iron pin set; thence continuing along said Corporation Line South 88 deg-13'-00" West, 200.81 feet to a $\frac{3}{4}$ " diameter iron pin set on the west boundary line of said 30.513 acres tract and the east boundary line of

Pine Ridge Development Phase I to the Village of Strasburg recorded in Plat Volume 28, Page 4 of the Tuscarawas County Plat Records; thence along the west boundary line of said 30.513 acres tract, the east boundary lines of said Pine Ridge Development Phase I and Pine Ridge Development Phase 4 to the Village of Strasburg recorded in Plat Volume 30, Page 25 of the Tuscarawas County Plat Records, and the said Corporation line, North 3 deg. - 37'-32" East, 145.91 feet to a $\frac{3}{4}$ " diameter Iron pin set; thence leaving the west boundary line of said 30.513 acres tract, the east boundary line of said Pine Ridge Development Phase 4 and the said Corporation Line, North 49 deg-58'-24" East, 88.43 feet to a $\frac{3}{4}$ " diameter Iron pin set on the north boundary line of said 30.513 acres tract; thence along the north boundary line of said 30.513 acres tract North 88 deg.-13'-00" East, 136.64 feet to the point of beginning, containing 0.882 of an acre.

The bearings have been oriented to the west boundary line of said William's Village Phase 2, which is South 3 deg-24'-16" West.

The above description was written based upon recorded information in the Tuscarawas County Deed Records, Plat Records, record survey plats and field survey work performed.

Donald R. Dummermuth, Registered Surveyor #5075
Daniel R. Dummermuth, Registered Surveyor #7442

RECEIVED

JUL 01 2015

Tuscarawas County

Cor Signatures Official

ANNEXATION CHECKLIST (must be fully completed prior to filing annexation petition)
MALCVIT ANNEXATION IN STRASSBURG

Annexation Petition Checklist		YES	NO	N/A	Comments	Signature of Official
GIS Approval	Certifying that all pre-approval items have been met (attach completed GIS form)	YES	NO	N/A	Comments	Signature of Official
					TO BE COMPLETED BEFORE RECORDING	ETZ
Regional Planning Approval	Petition, Map & Plat have met any requirements necessary in accordance with Regional Planning and Flood Plain (if not, please specify what actions are necessary)	YES	NO	N/A	Comments	Signature of Official
					NO COMMENT	Paul P. Lough
County Engineer Approval	No street or highway will be divided or segmented by the boundary line between a township and the municipal corporation as to create a road maintenance problem, or, if a street or highway will be so divided or segmented, the municipal corporation has agreed, as a condition of the annexation, that it will assume the maintenance of that street or highway. For the purposes of this division, "street" or "highway" has the same meaning as in section 4511.01 of the Revised Code. ORC 709.033(6)	YES	NO	N/A	Comments	Signature of Official
					No objection	Joseph S. Bachman
Annexation Requirements						
Type of Annexation Petition:						
	Regular 709.03 709 31 709.032 709.033					
	Expedited Type 1 ORC 709.022	✓				ETZ
	Annexation Agreement or CEDA Included?	✓				ETZ
	Expedited Type 2 ORC 709.023					
	Expedited Type 3 ORC 709.024					
	Annexations of Municipal, County or State-owned Land (submitted by Municipality) ORC 709.16					
	Director of Dept. of Administrative Services has filed written consent if state-owned land (ORC 709.16(D))					
	Petition includes Full & Accurate Legal Description of Perimeter (verified by GIS/Map Office) ORC 709.02(C)(2)	✓			CURRENT DESCRIPTION OF RECORD IS ADEQUATE	ETZ
	Petition includes accurate plat and map (verified by GIS/Map Office) ORC 709.02(C)(2)	✓				ETZ

RESOLUTION (623-2015) PAYMENT OF BILLS

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

Commissioners

Carroll County Chamber of Commerce	Registration/Abbuhl & Metzger	40.00
RJ Beck Protective Systems	Security Upgrade	12,200.00
Frontier	Service/364.8811	805.92
McIntire Plumbing	Backflow Testing	60.00
Dominion East Ohio Gas	Service/JFS	121.82
Rose Products	Supplies	73.89
Tusc Co Agricultural Society	2015 Grant	5,000.00
Dominion East Ohio Gas	Service/125 EH	159.67
Dominion East Ohio Gas	Service/107 EH	121.82
Finishing Touch Flooring	Carpet/HR & Park	2,323.50
American Electric Power	Electric/Veterans	299.84
American Electric Power	Electric/NJNP	51.24
Rex Pipe	Supplies	79.92
Tusc Co Chamber of Commerce	Safety Counsel/June 2015	17.00
Staples Business Advantage	Supplies	51.73
US Bank Equipment Finance	Copier Lease	89.00
Simplex Grinnell	Annual Testing	1,203.36
Thyssen Krupp Elevator	Service	1,084.98
Occupational Medicine Center	Pre-Employment Drug Screen	38.00
Times Reporter	Classified Ad	344.05
Brandywine Valley Development	Royalty Sharing	166.25
Multi County Juvenile Attn System	Third Quarter	257,152.37
Fenton Brothers	Supplies	38.77
Liberty Distributors	Supplies	334.00
Frontier	Service/343.3921	205.02
Frontier	Service/216.010.9884.031475.5	69.70
Frontier	Service/364.1916	54.63
Go Shred	Shredding Services	150.00
NP Water Dept	Water/101 EH	164.36
NP Water Dept	Water/125 EH	377.23
NP Water Dept	Water/JFS	214.86
Finishing Touch Flooring	Covebase Install	350.00

Dog Pound

Scott's Lawn Care	Mowing Services	208.33
Tusc Co IT Dept	Supplies	245.56
Town & Country Vet Clinic	Medical Care	262.85
American Electric Power	Electric	685.64
Frontier	Service	47.42
Oak Pointe Vet Care	Supplies	102.00
Damon Industries	Supplies	199.80
Verizon Wireless	Service	61.10
Zashin & Rich	Professional Services	92.50
Wendy Ivette Oehlers	Monthy Dog Software	200.00
NP Water Dept	Water	103.83

Information Technology

Mancan	Computer Tech Services	291.60
Provantage	Supplies	132.76
Horizon	Internet Connection	395.00

Auditor

Treasurer State of OH	Financial Audit-GAAP	7,400.00
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Emergency Management

Xerox	Copier Lease	124.29
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Clerk of Courts

Xerox	Service	101.06
Treasurer Tusc Co	Supplies	172.84
Staples	Supplies	373.10
Independence Business Supply	Supplies	25.11

Community Corrections

American Court & Drug Testing	Electronic Monitor & Drug Test Services	195.00
Medtox Labs	Drug Tests/Supplies	77.52
Melymbrosia Associates	Specialized Assessments/Evaluations	1,705.00

Community & Economic Development

Ohio Historical Society	Annual Online Mapping Subscription	120.00
BA Widder Architects	Legal Ad/Elevator Project	341.30

Water & Sewer

Fitzpatrick Zimmerman & Rose	Legal Services	75.00
Troy Pantelis	Cleaning Services	320.00
WSOS Community Action Commission	GIS Service	1,169.17
Xerox	Copier Fee	69.35
American Electric Power	Electric Service	290.50
Holmes Wayne Electric	Service	1,338.00
Weaver Barns	Wilkshire #2/Well House	2,796.80
Clum Tire	Tires	136.00
Fastenal	Materials	2.17
Tusc Co IT Dept	Server Power Supply	94.00
Lowe's	Materials	129.04
Fenton Brothers	Repairs	295.52
Precision Pneumatics	Repairs	288.00
Dixon Engineering	Inspection Services	1,800.00
Enger Auto	Supplies	25.37
T & T First Aid	Supplies	88.89
Lowe's	Cordless Saw	94.05
Graphic Enterprises	Freight Charges	13.90
Reidl's	Vehicle Repairs	569.54
WSOS Community Action Committee	GIS Service	1,801.05
Coshocton Environmental Testing	Lab Services	240.00
Operator Training Committee of OH	Safety Training	165.00
City of Dover	County Share of OM & R	9,598.35
American Electric Power	Electric	819.04
Frontier	Service	53.62
Frontier	Service	191.51
Fastenal	SH WWTP RAS/WAS Pump Project	50.57
Fastenal	Repairs	85.03
Fenton Brothers	Repairs	259.30
Fenton Brothers	Work Lights	109.02
USA BB	Materials	43.95
Northern Safety & Ind	Materials	186.27
Centre Supply	Materials	23.79
Enger Auto	Materials	208.98
Enger Auto	Oil	669.00
Fenton Brothers	Sludge Pump Repairs	537.33
Fenton Brothers	Materials	116.32
Lowe's	Materials	373.51
Ohio Pump	Repairs	876.80

Child Support

Graphic Enterprises	Staples	95.99
Tusc Co Commissioners	Rental Payment	20,712.00

Engineer

RJ Wright & Sons	Fuel Oil & Gas per bid	21,645.25
Sidwell Materials	Material per bid	2,009.50
Stony Point Supply	Bridge & Culvert Supplies	672.45
Snyder Brothers Sales	Repairs/Parts	3,861.50
Liniform	Uniform Rental	152.80
American Electric Power	Electric	1,863.39
Joe Bachman	Travel & Misc Expenses	472.88
Independence Business Supply	Supplies	164.34
Kyle Weygandt	Safety Training	500.00
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	185.75
Centre supply	Repairs/Parts	541.76

Clum Tire	Repairs/Parts	68.00
Fastenal	Bridge & Culvert Supplies	705.29
Applied Industrial Technologies	Repairs/Parts	758.40
National Lime & Stone	Material per bid	2,470.86
Kimble Clay & Limestone	Material per bid	445.23
Asphalt Materials	HFRS2 per bid	140,021.86
Staley Technologies	Repairs/Parts	190.96
Galicks	Bridge & Culvert Supplies	519.00
Frontier	Service	152.38
Dover Brake	Repairs/Parts	563.28
Dominion East Ohio Gas	Service	69.60
Tusc Construction Supply	Bridge & Culvert Supplies	160.00
Advance Auto Parts	Repairs/Parts	5.99
Staneart Equipment	Repairs/Parts	13.40
Kuester Implement	Repairs/Parts	148.42
Kimble Recycling & Disposal	Trash Dumpster Port & NP	528.32
Newton Asphalt	Materials per bid	990.59
The McLean Co	Repairs/Parts	749.64
Triple R Trailer Sales	Repairs/Parts	100.00
Cross Truck Equipment	Repairs/Parts	30.90
SEI	Office Cleaning	424.00
Twin City Automotive	Repairs/Parts	301.61
Lowe's Business Account	Bridge & Culvert Supplies	125.48
Hanna Campbell & Powell	Legal Fees	67.50
Geoshack Ohio	Office Supplies	25.00
Owens Implement	Repair Parts	122.70
First Communications	Long Distance	21.48
Ohio Machinery	Repairs/Parts	182.24
Leppo	Equipment Rental	1,125.00
Millwood Lumber	Flooring/Temp Bridge	3,750.00
Ohio Valley Hydroseeding	Grass Seed for Bridges	150.00
Martin Quarry	Mat'l per bid	1,310.92
Trackside Overhead Doors	Repairs	65.00
Job & Family Services		
Thomas Cannon	Travel	324.99
Robb Rectanus	Travel	374.87
Staples Advantage	Toner	57.44
Triad Dear Services	Interpreter	99.00
Action Now Services	Pest Control	110.00
David Haverfield	Travel	90.81
Timothy Haswell	Travel	110.40
Gabrielle Weingarh	Travel	238.28
Beth Kiggans	Travel	84.62
Rachel Cathey	Travel	340.21
Elizabeth Renner	Travel	234.25
Geoffrey Geers	Travel	175.58
Seth & Kathy Morrison	Transportation	57.50
Mindy Parsons	Travel & Training	11.69
Ashley Eick	Travel & Training	8.38
Stacie Abner	Travel	41.79
Lenore Cardani	Travel & Training	25.92
Laura Burton	Travel & Training	494.20
Rebecca Teague	Travel & Training	21.37
Deborah Mauriello	IV-E Daycare	1,750.00
Mark & Raynah Abbuhl et al	AA & SAMS	27,804.47
Agnes Walker et al	NET Mileage Reimb	5,326.80
Briana Glasgow	PRC	226.00
Natalie Larkin	Travel	104.65
John Reed	Prevention Fund/Bunk Beds	600.00
Natalie Larkin	FC Meal	3.09
Christopher & Stacy Troyer	FC Medical & Clothing Reimb	48.98
Reuben & Amber Miller	FC Clothing Reimb	27.09
Joseph & Aron Satterfield	FC Clothing Reimb	279.69
Mark & Stephanie Haney	FC Clothing Reimb	214.12
Gregory Keck Phd Estate	PASSS	229.90
All About Children	IV-E Daycare	385.06
Mark Yoder	Independent Living/Rent	325.00

Gregory Keck Phd Estate	PASSS	539.60
Christopher & Stacy Troyer	Transportation	67.07
Seth & Kathy Morrison	Transportation	188.60
Reuben & Amber Miller	Transportation	9.75
Gregory Keck Phd Estate	PASSS	41.80
Tusc Co Health Dept	FC Birth Certificates	50.00
Catolas Dry Cleaning	Cleaning of Rags & Car Seat Cover	16.00
Reuben & Amber Miller	Transportation	253.96

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

NO OTHER BUSINESS COMING BEFORE THE BOARD

RESOLUTION (624-2015) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 9:11 a.m. to meet in Regular Session, Thursday, the 16th day of July, 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: Maximo A. Lautenschlager
Clerk