

March 23, 2015

Agenda

Pledge of Allegiance

Approve Minutes

Before/after Expenditures

Supplemental Appropriation (3)

Transfer of Funds (2)

Out of County Travel-Economic Development

Out of County Travel-Coroner (2)

Service Contracts JFS

Provisional Bid Award/Authorize Direct Payment-Project #1-2015 Bridge Replacement

Road Use Maintenance Agreement-Blue Racer Midstream, LLC (CR-37)

Payment of Interest – Economic Development Revolving Loan Fund Last Half

Payment of Interest – Housing Revolving Loan Fund

Resolution-NFIP Floodplain Development Permit

Resolution-Designation of Tuscarawas County Health Department as TB Control Unit

Resolution-Co. Engineer Participation ODOT Summer/Winter Contracts Road Salt

Resolution-Support to Restore Indigent Reimbursement Rate

Declare Items Obsolete-Public Defender (4 monitors, 7 printers, 12 computers)

Pay Bills

Other Business

Adjourn

THE BOARD OF COUNTY COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION,
MONDAY, THE 23RD DAY OF MARCH, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett

Kerry Metzger

Commissioner Everett presiding.

NOTE: Commissioner Abbuhl absent due to Appalachian Regional Commission Conference in Washington DC.

The Lord's Prayer was said.

The Pledge of Allegiance was said.

Commissioner Everett deferred the reading of the minutes until Thursday when Commissioner Abbuhl returns.

RESOLUTION (260-2015) BEFORE/AFTER EXPENDITURES

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

Ohio BCI (Sheriff)	3616.00
Ohio Interlock (Co.Court)	456.00
Johnson Printing (Co.Court)	1150.00
Forensic Diagnostic Center (Co.Court)	750.00

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

RESOLUTION (261-2015) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
COMMISSIONERS	U40-U10	U40-U11	\$660.00	JFS SECURITY UPGRADE
SHERIFF	A018-A00	A006-A19	\$1,981.00	WORKERS' COMP
SHERIFF	X32-20	X32-08	\$758.00	TRAVEL

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

RESOLUTION (262-2015) TRANSFER OF FUND:

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
SHERIFF	X532-X22	X532-X06	\$475.00	Kennel Services
WATER/SEWER	P030-P46	P030-P48	\$550.00	Valve Maintenance Trailer

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

RESOLUTION (263-2015) OUT OF COUNTY TRAVEL OCED/CORONER:

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following travel requests.

OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

DATE: 03/19/2015

LOCATION: Ohio Agriculture Research & Development Center (OSU Wooster Campus)

ATTEND: Scott S. Reynolds

EXPENSE: \$48.12

REASON: AEP Economic & Development Training

CORONER

DATE: March 23-24-25, 2015

LOCATION: Van Wert, Ohio

ATTEND: Catherine Clarke

EXPENSE:

REASON: Certification in the 386a EMA course regarding the Victim Assistance Center

DATE: March 30-31, 2015

LOCATION: Summit County Health Department

ATTEND: Catherine Clarke

EXPENSE: Mileage, meals, maybe parking

REASON: EMA Course 386 Mass Fatality Incident Management Course

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

RESOLUTION (264-2015) CONTRACTS - JFS

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve, ratify and enter into the following contracts. These contracts were signed and executed by David Haverfield, Director of Job & Family Services as authorized by Resolution (1172-2014).

NAME	PURPOSE	DATES	AMOUNT
Monica Benavides	Spanish Interpreter	01/29/2015-until terminated	\$55/hr.
Clear Communications	Spanish Interpreter	03/01/2015-until terminated	\$69/hr.
Amber & Reuben Miller	Child Placement & related Services	01/01/2015-12/31/2015	\$28 Per Day
Foster Parent Professionals	Foster Parent Insurance Policy	02/01/2015-01/31/2016	\$2,602.00
Children's Center of Ohio	Child Placement & related Services	01/01/2014-12/31/2015	Per Usage
Northeast Ohio Adoption Services	Agreement for Adoption Recruitment –T.S.	02/01/2015-06/30/2015	\$5,500.00
Northeast Ohio Adoption Services	Agreement for Adoption Recruitment –S.K.	02/01/2015-06/30/2015	\$5,500.00
Northeast Ohio Adoption Services	Agreement for Adoption Recruitment –C.P.	02/01/2015-06/30/2015	\$3,000.00
Village Network	Adoptive Services Agreement – A.P. & C.P.	02/18/2015-until completed	\$2,000.00

RESOLUTION (265-2015) AWARD BID PROJECT #1-2015 BRIDGE REPLACEMENT

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to provisionally award the bid, subject to the approval by the Ohio Department of Transportation, to Ohio-West Virginia Excavating Company of Powhatan Point, OH with a low bid of \$1,321,307.98.

The provisional award is necessary as there is state/federal funding for this project and the award is subject to their approval. This action will allow the County Engineer to get the paperwork started while ODOT approval is pending.

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

RESOLUTION (266-2015) AUTHORIZE DIRECT PAYMENT –PROJECT #1-2015 BRIDGE REPLACEMENT

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to authorize direct payment to Ohio-West Virginia Excavating Company.

TUS-CR 37- 60
COUNTY-ROUTE-SECTION
89473
PID NUMBER
26250
AGREEMENT NUMBER

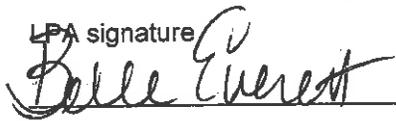
Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and Federal tax ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We The Tuscarawas County Commissioners request that all payments for the Federal/State share of the construction costs of this agreement performed by Ohio-West Virginia Excavating Company be paid directly to Ohio-West Virginia Excavating Company.

Contractor Name: Ohio-West Virginia Excavating Company
Oaks Vendor ID: 0000061790
Mailing Address: P. O. Box 128
Powhatan Point, OH 43942

LPA signature


Belle Everett, President

Tuscarawas County Commissioners

LPA Name: Tuscarawas County Commissioners
Oaks Vendor ID: 0000102619
Mailing Address: 125 East High Avenue
New Philadelphia, OH 44663

Approved, ODOT signature

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

RESOLUTION (267-2015) ROAD USE MAINTENANCE AGREEMENT –BLUE RACER MIDSTRAM, LLC (CR 37)

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to authorize the Road Use Agreement with Blue Racer Midstream, LLC (CR 37).

MODEL ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at TUSCARAWAS COUNTY, Ohio, by and between TUSCARAWAS COUNTY, a political subdivision, whose mailing address is 832 Front Avenue SW, New Philadelphia, OH 44663 (hereafter "Authority"), and Blue Racer Midstream, LLC, whose address is 147 McDonald Dr SW, New Philadelphia, OH 44663 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the TGP RESIDUE PROJECT, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the TGP RESIDUE PROJECT (hereafter collectively referred to as "oil and gas development site") located in Union/Mill Townships, in TUSCARAWAS County, Ohio; and

WHEREAS, Operator intends to commence use of 2.25 miles of Pleasant Valley Road (CR-37) for the purpose of ingress to and egress from the TGP RESIDUE PROJECT, for traffic necessary for the purpose of constructing Pipeline and facilities Activity, and completion operations at the TGP RESIDUE PROJECT (hereinafter referred to collectively as "Pipeline and facilities Activity"); and

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

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Pipeline Construction Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of Pleasant Valley Road CR-37 , to be utilized by Operator hereunder, is that exclusive portion beginning at Beginning at SR-800 Ending at SR-250 . It is understood and agreed that the Operator shall not utilize any of the remainder of Pleasant Valley Road (CR-37) for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the TUSCARAWAS County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Construction Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Construction Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the Pipeline Construction Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Construction Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than \$ _____ & 00/100 DOLLARS (\$ 50,000 .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

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

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

14. This Agreement shall be in effect on March 23, 2015, 2015.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: Belle Everett
Commissioner/Trustee

By: Jeff B. Hill

By: Kerry Metzger
Commissioner/Trustee

Printed name: JEFFERY B. HILL

By: Commissioner Abbuhl, Absent
Commissioner/Trustee

Company Name: BLUE ROW MIDSTREAM, LLC

By: Joe Bark
County Engineer

Title: ROW SUPERVISOR

Dated: _____

Dated: 1/29/15

Approved as to Form: [Signature]
County Prosecutor

Appendix A**Operator shall be required to:**

- 1) Provide for videotaping of the road prior to Pipeline Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Pipeline Activity.
- 3) Upgrade CR-37 in accordance with the attached plans and/or county standards, dated 10/10/11.
- 4) Maintain CR-37 during Pipeline Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.

Authority shall:

- 1) Provide for minor maintenance of the road during the Pipeline Activity for damages not caused by said Pipeline Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.



Letter of Authority

To Whom It May Concern,

In the event of an emergency, the below individuals have been designated as the individual contacts with authority, available on a 24 hours a day, 7 days a week basis. They are listed in order of priority to be contacted.

Project: Lewis Pipeline Projects – TGP Residue, TPL2 Inlet and Leesville NGL (AFE 61129)

January 28, 2015

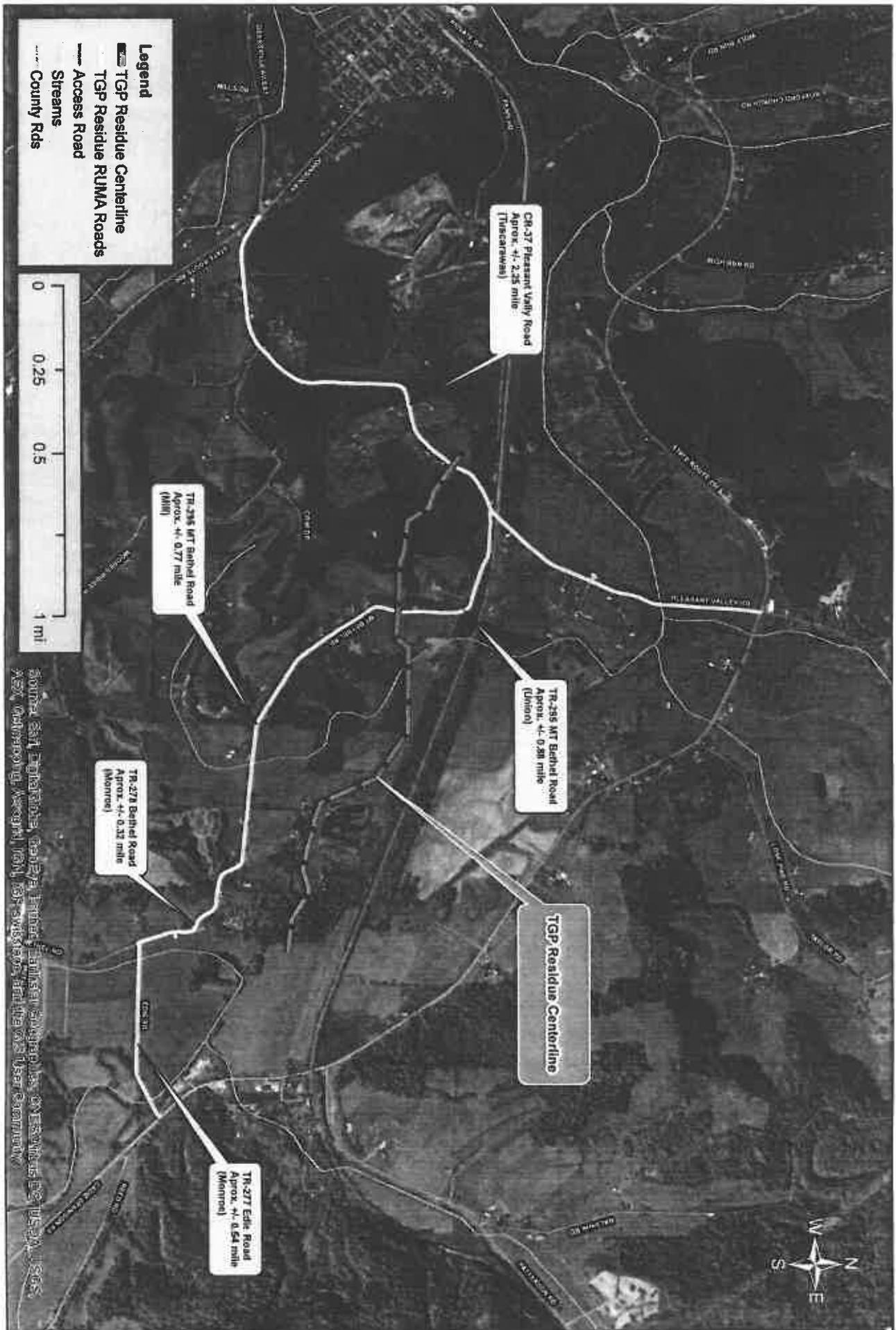
1. **Mike Rhodes**
Area Construction Manager
Blue Racer Midstream, LLC.
Cell: 304.373.4373
Office: 330.365.1102
Email: mrhodes@caimanenergy.com

2. **Steven Long**
Project Coordinator
Blue Racer Midstream, LLC.
Cell: 219.871.9635
Email: slong@caimanenergy.com

3. **Larry Palmer**
Operation Manager
Blue Racer Midstream, LLC.
Cell: 214.842.7699
Email: lpalmer@caimanenergy.com

Blue Racer Midstream, LLC
5949 Sherry Lane, Suite 1300
Dallas, Texas 75225

Phone: 214.580.3700
Fax: 214.580.3750
www.caimanenergy.com



BLUENERACER
M I D S T R E A M

Corporate Office:
5949 Sherry Lane, Ste. 1300
Dallas, TX 75225
Phone: (214) 580-3700
Fax: (214) 580-3750

Uniontown, OH 44685
Phone: (334) 294-3800
Fax: (334) 294-3333

www.caimanenergy.com

Corporate Office:
3508 Massillon Rd., Ste. 280
Uniontown, OH 44685
Phone: (334) 294-3800
Fax: (334) 294-3333

Customer Support:
2800 Massillon Rd., Ste. 280
Uniontown, OH 44685
Phone: (334) 294-3800
Fax: (334) 294-3333

TGP Residue RUMA Roads
Tuscarawas/Harrison County
Union/Mill/Monroe Townships

MAP CREATED BY:
KM

MAP CREATED ON:
12/5/2014

MAP UPDATED ON:
12/5/2014

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

RESOLUTION (268-2015) PAYMENT OF INTEREST –ECONOMIC DEVELOPMENT REVOLVING LOAN FUND LAST HALF

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the payment of \$0.05 to the Economic Development Revolving Loan Fund (T10) for interest due for the last-half of the year 2014.

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

RESOLUTION (269-2015) PAYMENT OF INTEREST-HOUSING REVOLVING LOAN FUND

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the payment of \$6.44 to the Housing Revolving Loan Fund (T005) for “bank” interest due. \$0.18 for the last-half of the year 2013 through the first-half of the year 2014 and \$6.26 for the last-half of the year 2014.

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

RESOLUTION (270-2015) NFIP FLOODPLAIN DEVELOPMENT PERMIT-PARK VILLAGE DEVELOPMENT

It was moved by Commissioner Metzger, seconded by Commissioner Everett, as recommended by Jill Lengler, to approve NFIP Floodplain Development Permit.

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

RESOLUTION (271-2015) DESIGNATION OF TUSCARAWAS COUNTY HEALTH DEPARTMENT AS TUBERCULOSIS CONTROL UNIT

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to designate Tuscarawas County Health Department as the Tuscarawas County Tuberculosis Control Unit.

WHEREAS, the Ohio Revised Code establishes guidelines for the detection, control, and treatment of tuberculosis; and

WHEREAS, R.C. 339.72 requires the County Commissioners to designate a tuberculosis control unit; and

WHEREAS, the Tuscarawas County Health Department has served as the Tuscarawas County Tuberculosis Control Unit for several years; and

WHEREAS, in accordance with R.C. 339.73 the Tuscarawas County Health Department, acting as the County’s Tuberculosis Control Unit, ensures that tuberculosis treatment is made available, either directly or by referral, to all individuals with tuberculosis who reside in the County.

NOW, THEREFORE BE IT RESOLVED by the Board of Tuscarawas County Commissioners that the Tuscarawas County Health Department is designated as the Tuberculosis Control Unit for Tuscarawas County and, as such, is directed to fulfill its statutory duties, including R.C. 339.71 through 339.89

A calling of the roll resulted in the following vote: Belle Everett yes, Kerry Metzger yes, Chris Abbuhl absent.

**RESOLUTION (272-2015) COUNTY ENGINEER PARTICIPATION ODOT
SUMMER/WINTER ROAD SALT CONTRACT**

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the request by Tuscarawas County Engineer, Joe Bachman, to participate in the Ohio Department of Transportation Summer and/or Winter contracts for road salt.

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

NOW, THEREFORE,

Be it ordained by Tuscarawas County Commissioners;

SECTION 1.

That County Engineer Joe Bachman hereby requests authority in the name of Tuscarawas County to participate in the Ohio Department of Transportation Summer (418-16) and/or Winter (018-16) contracts for road salt.

SECTION 2.

That County Engineer Joe Bachman is hereby authorized to agree in the name of Tuscarawas County to be bound by all terms and conditions as the Director of Transportation prescribes.

SECTION 3.

That County Engineer Joe Bachman is hereby authorized to agree in the name of Tuscarawas County to directly pay vendors, under each such contract of the Ohio Department of Transportation in which Tuscarawas County participates, for items it receives pursuant to the contract.

SECTION 4.

That Tuscarawas County agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. Tuscarawas County agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which Tuscarawas County may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

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

RESOLUTION (273-2015) SUPPORT TO RESTORE INDIGENT REIMBURSEMENT RATE

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

Whereas, states have a constitutional mandate to provide legal representation to indigent persons; and

Whereas, Ohio has chosen to transfer this responsibility to its counties, initially reimbursing the counties for 50% of the costs they incurred in meeting this constitutional obligation of the state; and

Whereas, the state has chosen not to maintain this 50% commitment, which has resulted in the counties carrying more than their 50% share of the burden for more than the last two decades; and,

Whereas, the reimbursement rate has averaged 34.6% for the decade prior to the FY14/15 biennium and hit its record low of 26.1% in FY09; and,

Whereas, increasing the appropriation in HB 64, the proposed state biennial budget for fiscal years 2016 and 2017, by an additional \$12 million in GRF funding in each year of the biennium would provide for a return to a 50% reimbursement rate; and

Whereas, Ohio's counties ask that the original partnership be restored and counties receive reimbursement for 50% of their costs incurred in meeting the State's constitutional mandate to provide legal representation to indigent defendants.

Therefore be it resolved, that this Board asks our legislators representing Tuscarawas County to:

Restore county reimbursement for indigent defense to 50% in HB 64, the FY 2016/2017 state biennial budget bill, and

Vote to increase the current appropriation, GRF line item 019501-County Reimbursement, by \$12 million in each year of the biennium to establish the annual appropriation at \$21,620,268.

DISCUSSION: Commissioner Metzger stated the State of Ohio would partner with the locality in the amount of 50%. As you know we have not received 50%. It has not been what the state statute has said. It impacts the Tuscarawas County because the county has to make up the difference out of our general fund. To fund for indigent defense when you are getting reimbursed at 26.1% most of it is coming from the general fund. Since 2009 our CCAO has gotten that bumped up in previous budgets. We are currently at 40%. It went up once 3-4 years ago to 35%. In 2013-2014 it was at 40%, and now we are asking it to be bumped up to 50%. It is an easy fix for the state. It would take about 12 million to increase the reimbursement from 40% to 50%. He had asked County Auditor Larry Lindberg to come up with some numbers. In July 2013 we were at 40% rate. If we were at 50% state obligation per O.R.C. we would have gotten an additional \$81,422.89 in 2013. In 2014 we would have received an additional \$77,014.97. In those 2 years we would have received an additional \$158,437.86. It is important because it takes money out of our general fund that we could use for a lot of other items, including catching up on our capital projects. So it is important that we support this particular resolution and talk with our representatives to be on board with it. Commissioner Everett stated she has spoken with several state legislatures already.

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

RESOLUTION (274-2015) DECLARE ITEMS OBSOLETE-PUBLIC DEFEND

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

- 4 large monitors
- 7 printers
- 12 computers

All items have been recycled.

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

RESOLUTION (275-2012) PAY BILLS

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

Meeting Date 3/23/15

Commissioners

Hanna Campbell & Powell	Legal Services/WC	315.00
Liberty Distributors	Supplies	330.72

Jack Hupp	Reimb/Parts & Supplies	130.50
American Electric Power	Electric/107 EH	3,140.01
American Electric Power	Electric/125 EH	5,100.32
Widder Architect Services	Architect Services/Veterans Service Office	1,285.00
Juvenile/Probate		
Summit County Probate Court	Court Hearings	110.00
Summit County Probate Court	Court Hearings	137.00
Common Pleas		
Nuance Communications	Annual Maintenance	34.50
Hewlett Packard	Annual Maintenance	1,161.84
John Shaklee	Interpreter	193.13
Union Hospital	Wellness Program Training	50.25
Emergency Management		
Tusc Co Sheriff's Office	Supplies/Fuel	66.64
Softworks Inc	Maintenance Agreement	597.50
Patty Levengood	Supplies	10.00
Economic Development		
Scott Reynolds	Travel	134.42
Hina Environmental Solutions	Lead/Risk Assessment	360.00
Hina Environmental Solutions	Lead/Risk Assessment	360.00
Veterans		
Society for Equal Access	Transportation	14,436.75
Society for Equal Access	Transportation	15,570.21
Senior Centers	Transportation	100.00
Tony's 76	Tires	162.00
Pitney Bowes	Supplies	103.98
Midas Auto Service	Oil Change	57.98
Parkway Auto Group	Service	45.90
Sheriff		
Bernard Food Industries	Food	1,366.99
Union Hospital	Inmate Medical Treatment	36.36
Steel Valley Portable X Rays	Inmate X-Rays	100.00
Project Lifesaver	Batteries & Wristbands	245.09
Zashin & Rich	Legal Counsel	8,114.90
American Electric Power	Electric	10,131.94
911		
Staples	Supplies	194.95
Information Technology		
Provantage	Supplies	188.88
Child Support		
Frontier	Service	954.68
Pitney Bowes Global Financial	Postage Machine Lease	414.00
Verizon Wireless	Broadband Wireless	80.30
Crowne Plaza Columbus	Lodging	337.00
Melissa Uebel	Travel	46.62
Water & Sewer		
MCTV	Remote Access/Dundee	169.95
Tusc Co Commissioners	Crane Truck Payment	1,219.50
Tusc Co Commissioners	Chevy Silverado Payment	777.78

Verizon Wireless	Modem Service	15.02
Frontier	Service	49.74
Frontier	Service	42.29
Columbia Gas	Service	2,168.33
American Electric Power	Electric	7,320.68
Kimble Recycling	Sludge Disposal	1,515.98
Smartbill	Billings	982.21
Smarbill	Billings	944.65
Ream & Haager Lab	Lab Services	293.00
Standard Plumbing	Repairs	1,633.00
USA Bluebook	Materials	148.00
Midwest Sign Center	Signs for Truck	95.90
Amèrican Electric Power	Electric	2,128.39
Utility Data Systems	UBS Full Software Support	1,306.00
Kimble Recycling	Hopper Rental/Screening Disposal	427.60
Dollar Leasing	Copier Agreement	129.00
Ohio Pump	Repairs	414.00
Stocker Concrete	Calcium Chloride	160.00
Staples	Supplies	46.89
RJ Wright & Sons	Fuel	1,139.28
Frontier	Service	69.70
Frontier	Service	37.92
American Electric Power	Electric	2,496.28
American Electric Power	Electric	32.06
Troy Pantelis	Cleaning	320.00
OUPS	Manual Call Outs	60.00
Treasurer, State of OH	Grant G-W-09-1CT-1 Reimb to State	95,991.00
Village of Tuscarawas	Wainwright Payment	1,872.68
Frontier	Service	69.70
Standard Plumbing	Repairs	1,084.00
USA Bluebook	Materials	46.95
Rex Pipe	Materials	73.21
Northern Safety	Materials	83.99
Midwest Sign Center	Signs for Truck	95.90
Environmental Management	Chemicals	3,132.00
 Public Defender		
Brian Warren	Painting	1,650.00
First Communications	Long Distance	21.92

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

March 13, 2015 bills were authorized for payment as listed on RESOLUTION (248-2015)

Commissioners		
Tusc Co Soil Conservation	2 nd Quarter	43899.25
Finishing Touch Flooring	Carpet/Commissioner's Office	2564.20
TASC Client Services	Flex System Plan Admin	893.73
Treasurer Tusc Co	Internet Auction Distribution	79.02
GovDeals	Auction Sale Fees	50.00
Martins Mobile Glass	Windshield Replacement	474.53
Pitney Bowes	Supplies	614.22
First Communications	Long Distance/Switchboard	131.48
First Communications	Long Distance/Veterans	47.90
Pitney Bowes Global Financial	Lease/Postage Machine	669.00
RJ Beck Protective Systems	Alarm Monitoring Service	93.00
Blasenhauer Plumbing	Repairs	1185.92
Frontier	Service/216.014.8124.092198.5	598.00
Times Reporter	R & B Advertising	83.70
G & L Supply	Supplies	39.93

Maximus	Cost Allocation	9500.00
Agland Coop	Fuel	153.93
Ohio Guidestone	Contract Services	559.00
Staples Business Advantage	Supplies	68.98
Kent State University Tusc	EODA Membership	200.00
Go Shred	Shredding Services	150.00
NP Postmaster	Business Reply Mail	500.00
Tri Tech Software Systems	RMS Software/Computer-Sheriff's Office	37211.37

Dog Pound

First Communications	Long Distance	8.87
Action Now Pest Control	Pest Control	35.00
Tusc Co Sheriff's Office	Fuel	400.11
Fairfield Computer	Monthly Dog Licensing Software	200.00

Park Department

Lowe's	2 Landscape Rakes	75.96
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Auditor

Middaugh Printers	Envelopes	259.00
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Common Pleas

Elizabeth Stephenson	Travel	45.08
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Job & Family Services

Public Agency Training Council	Training	295.00
Adriel School Inc. et al	Boarding Home Payroll	189497.32
Billie Jo Bradshaw	KPIP	600.00
EMK Group	Kinship Grant	87.66
Geoffrey Geers	Travel & Training	240.16
Verizon Wireless	Cell Phone Service	699.97
Nicholas & Stephanie Shrock	FP Training Stipend	70.00
Forensic Fluids Labs	Drug Screens	1150.00
Jetta Orr	KPIP	600.00
Lisa Lafferty	KPIP	300.00
Virginia Krocker	KPIP	300.00
Seth & Kathy Morrison	Transportation	44.16
Tusc Co Health Dept	Birth Certificates	50.00
Lowe's Business Account	Supplies	693.66
Cannon IV	Toners	3037.14
Bloom's Printing	Supplies	65.00
Shred It	Shredding Services	151.00
William Ernest Nedrow	Plowing & Salt Services	1344.00
Frontier	Fire Lines	112.12
Seth & Kathy Morrison	Transportation	68.08
John & Sandra Shott	Transportation	22.45
Mervin & Sarah Shetler	Transportation	3.22
All About Children	Prevention Grant	290.00
All About Children	Prevention Grant	290.00
Kimble Recycling	Prevention Grant	305.00
Coshocton Driver Training School	FC Drivers Education	325.00
Voyager Program	Therapy	50.00
Robb Rectanus	Adoption Incentive	42.19
Gregory Keck Phd	Therapy	658.35
Benson's Market & Catering	Adoption Incentive	1150.00
Kyler Pringle Lundholm Durman	Non-Recurring Adoption Expense	1142.50
Staples Advantage	Adoption Incentive	23.99
Dennis & Jeanne Hostetler	FP Training Stipend	60.00
Charles & Karla Neal	FP Training Stipend	15.00
Vincent & Dana Beachy	FP Training Stipend	60.00
Seth & Kathy Morrison	FP Training Stipend	60.00
Andrew & Kelli Miller	FP Training Stipend	720.00

Information Technology

Provantage	Supplies	534.75
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Juvenile/Probate

Johnson Printing	Supplies	210.00
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Hewlett Parkard	2015 Support	230.58
Hewlett Parkard	2015 Support	230.58
Traco Business Systems	Labels	319.77
Traco Business Systems	Labels	308.36
Public Defender		
Huntington National Bank	Safe Deposit Box	27.00
Frank Bair	Utilities	392.15
Abigail Schock	Travel	313.71
Nicole Stephen	Travel	194.52
Gerald Latanich	Travel	195.20
Engineer		
R & S Builders of Ohio LLC	Vehicle Storage Bldg w/ Wash Bay	4650.00
RJ Wright & Sons	Gas & Fuel Oil per bid	27403.83
Deems Auto Electric	Repairs/Parts	196.50
Holmes Wayne Electric	Electric/Dundee	27.20
Centre Supply	Repairs/Parts	227.72
RJ Wright & Sons	Oils & Greases	24.00
NP Water Dept	Water & Sewer/NP	135.15
Galicks	Bridge & Culvert Supplies	66.00
Airgas USA	Bridge & Culvert Supplies	91.49
Soehnlén Sand & Gravel	Mat'l per bid	4819.32
Cargill Inc	Salt per bid	6072.62
Kimble Clay & Limestone	Mat'l per bid	990.90
Kyle Weygandt	Safety Training	500.00
Carpenter Heating & Cooling	Repairs	528.86
Amerigas Propane	Propane Fuel/Port	900.52
Kimble Recycling	Trash Dumpster/Port & NP	434.91
Veterans		
Mark Vrabel Funeral Home	Indigent Burial/Remaining Balance	3.00
Employee Dress Down Day Fund		
Akron Children's Hospital	Dress Down Day	484.24
Coroner		
Smith Ambulance Service	Body Removal	1286.00
Stark County Coroner	Autopsy	1145.00
Stark County Coroner	Autopsies	4140.00
Smith Ambulance	Body Removal	460.50
Allied Infotech Corp	Microfilming	2055.87
Staples	Supplies	113.87
Smith Ambulance	Body Removal	258.00
Stark County Coroner	Autopsies	4649.05
Union Hospital	X-Rays	28.08
AIT Laboratories	Tox Screens	1335.00
Southern Court		
AT & T	Service	165.79
Rebecca Wood	Transcripts	367.50
Atty Michael Cochran	Acting Judges Fees	300.00
Atty JJ Ong	Acting Judges Fees	160.00
Clerk of Courts		
Independence Business Supply	Supplies	27.00
Comdoc	Lease	226.72
AT & T	Service	57.52
Hewlett Parkard Co	Server Fees	230.58
Twin City Chamber	Lease	175.00
Information Technology		
MNJ Technologies	Memory	524.00
OCITA	Membership	25.00
Experts Exchange	Subscription	249.00
Hewlett Parkard	Server Maintenance	1851.48
Staples	Supplies	14.99
Staples	Supplies	38.87

Provantage	Supplies	393.67
Treasurer		
ISSG	Annual Service	5437.50
Independence Business Supply	Supplies	3.98
Community Corrections		
Staples	Supplies	496.26
Melymbrosia Associates	Assessments/Evaluation	985.00
American Court & Drug Testing	Electronic Monitoring & Drug Tests	925.00
American Court & Drug Testing	Electronic Monitoring & Drug Tests	193.00
American Court & Drug Testing	Electronic Monitoring & Drug Tests	735.00
Tusc Co Sheriff's Reserves	Security	462.00
Tusc Co Sheriff's Office	Gas	145.13
Medtox	Drug Tests/Supplies	303.58
Community & Economic Development		
Huntington National Bank	Annual Calculation Fee/RZ Economics Bond	500.00
Ohio Regional Development Corp	Soft Costs/2014 CHIP	760.00
Blasenbauer Plumbing	CHIP Home Repair	3455.0
Sheriff		
Ziegler Oil	Repairs	1022.84
Federated Auto Parts	Auto Supplies	11.43
Staley Technologies	Repairs	93.62
Hajoca Corp	Flush Valve Kit	111.49
G & L Supply	Supplies	2035.79
Union Hospital	Inmate Medical Treatment	92.83
Diamond Drugs	Inmate Meds	4555.59
Mercy Dental Services	Inmate Medical Treatment	247.38
Erwin Septic Services	Clean/Maintain Grease Traps	220.00
Radiology Associates of Canton	Inmate Medical Treatment	81.00
Avalon	Food	4115.73
Meat Packers Outlet	Meat	744.59
Dutch Creek Foods	Food	1701.06
First National Bank of Dennison	Transportation	2.50
First National Bank of Dennison	Travel/Training	222.20
First National Bank of Dennison	Travel/Training	116.87
Agland Coop	K9 Supplies	39.99
Seana Todd Fortune	Travel	190.90
Xerox	Service	458.02
Xerox	Service	553.26
Federal Express	Shipping	60.39
Union Hospital Workwell	Pre-Employment Drug Screening	38.00
911		
Xerox	Service	128.27
Language Line Services	Interpreter	44.21
Guernsey Muskingum Electric	Tower Electric	307.24
American Electric Power	Tower Electric	225.75
American Electric Power	Tower Electric	223.69
Law Library		
Tusc Co Clerk of Courts	Notary Fees	105.00
Tusc Co Clerk of Courts	Notary Fees	147.00
Thomson Reuters	Westlaw Plan Government Select	3010.56
Thomson Reuters	Westlaw Patron Access	852.50
Matthew Bender Lexis Nexis	Book Set	375.75
Matthew Bender Lexis Nexis	Book Set	1070.32

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (276-2015) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to adjourn at 1:21 p.m. to meet in Regular Session, Thursday, the 26th day of March, 2015.

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

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.





Commissioner Abbuhl, Absent

Attest: 
Clerk of the Board