

May 18, 2015

Agenda

*Pledge of Allegiance*

1:15	Belden Brick	Brine Permit Hearing
1:20	Jack Hupp	Executive Session

Approve Minutes

Transfer of Funds (1)

Interfund Transfer/Advance

Before/After Expenditures

Supplemental Appropriation (1)

Approve Contract-Haugh (Benchmark) Construction/JFS Office Renovations

Approve Contract-Haugh (Benchmark) Construction/Veterans Services Office Renovations

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY THE 18<sup>th</sup> DAY OF MAY, 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 (457-2015) 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 (458-2015) TRANSFER OF FUNDS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Engineer	K00-K22	K00-K03	\$5,000.00	Supplies
Engineer	K00-K07	K00-K13	\$2,735.08	Equipment
Engineer	K00-K22	K00-K14	\$10,000.00	Repairs/Parts
Engineer	K00-K22	K00-K12	\$12,202.69	Road Materials

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

**RESOLUTION (459-2015) INTERFUND TRANSFER/ADVANCE**

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

Treasurer, Tusc. Co. Children Services-Public Assistance \$175,000.00

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

**RESOLUTION (460-2015) BEFORE/AFTER EXPENDITURES**

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

Union Hospital (Common Pleas Court)	55.40
Staneart Equipment (Co.Court)	600.00
Staples Credit Plan (Common Pleas Court)	768.81
Quickprint Center (Common Pleas Court)	460.00
Triad Deaf Services	119.00

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

**RESOLUTION (461-2015) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	A00-A18	A01-A03	\$250.00	Supplies

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

**RESOLUTION (462-2015) APPROVE CONTRACT HAUGH/BENCHMARK CONSTRUCTION JFS RENOVATIONS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the contract, reviewed by Robert R. Stephenson II, Assistant Prosecuting Attorney, with Haugh Construction, Inc., dba Benchmark Construction for Job & Family Services Office renovations.


**AIA<sup>®</sup> Document A101<sup>™</sup> – 2007**
**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Twelfth day of May in the year 2015  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Tuscarawas County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio 44663  
Telephone Number: 330-365-3240  
Fax Number: 330-602-7483

and the Contractor:  
(Name, legal status, address and other information)

Haugh Construction, Inc. , dba Benchmark Construction  
2422 East High Avenue  
New Philadelphia, Ohio 44663  
Telephone Number: 330-339-6882  
Fax Number: 330-339-6076

for the following Project:  
(Name, location and detailed description)

Tuscarawas County Job and Family Services Office Renovation  
389 16th Street SW  
New Philadelphia, Ohio 44663

The Architect:  
(Name, legal status, address and other information)

B. A. Widder Architectural Services, LLC  
407 4th Street NW  
Suite B  
New Philadelphia, Ohio 44663  
Telephone Number: 330-339-4054  
Fax Number: 330-339-4219

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
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- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Ninety ( 90 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Eighty Thousand Five Hundred Twelve Dollars and Zero Cents (\$ 180,512.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Miscellaneous Contingency	\$10,000.00

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

1.00 % monthly

**§ 8.3** The Owner’s representative:  
*(Name, address and other information)*

Tuscarawas County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio 44663  
Phone: 330-365-3240  
Fax: 330-602-7483

Joe Krockner, MIS Supervisor  
Tuscarawas County JFS Office  
389 16th Street SW  
New Philadelphia, Ohio 44663  
Phone: 330-339-7791  
Fax: 330-339-6388

**§ 8.4** The Contractor’s representative:  
*(Name, address and other information)*

Travis Haugh  
2422 East High Avenue  
New Philadelphia, Ohio 44663  
Telephone Number: 330-339-6882

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(1936746347)

Fax Number: 330-339-6076  
 Mobile Number: 330-415-5122  
 Email Address: travish@benchmarkconst.net

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Spec Book	April 7, 2015	

§ 9.1.4 The Specifications:  
 (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Exhibit A	Spec Book	April 7, 2015	

§ 9.1.5 The Drawings:  
 (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
T1	Title Sheet	4-7-15
SD1	Site Development	4-7-15
D1	Demolition	4-7-15
Sheets 1 thru 5	Architectural	4-7-15
Sheets P1 thru P2	Plumbing	4-7-15
Sheets M1 thru M2	Mechanical	4-7-15
Sheets E1 thru E3	Electrical	3-20-15
Sheet E4	Electrical	3-19-15
Sheets E5 thru E6	Electrical	3-20-15

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
#1	April 15, 2015	1
#2	April 20, 2015	5

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

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- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
  
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Bonding Attached	See Form

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

\_\_\_\_\_  
**OWNER (Signature)**

Chris Abbuhl  
Kerry Metzger  
Belle Everett, Tusc. County Commissioners

*(Printed name and title)*

*Belle Everett*  
*Kerry Metzger*  
*Chris Abbuhl*

\_\_\_\_\_  
**CONTRACTOR (Signature)**

Tom Haugh, President

*(Printed name and title)*

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VOTE:

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

**RESOLUTION (463-2015) APPROVE CONTRACT HAUGH/BENCHMARK CONSTRUCTION  
VETERANS SERVICES OFFICE RENOVATIONS**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the contract, reviewed by Robert R. Stephenson II, Assistant Prosecuting Attorney, with Haugh Construction, Inc., dba Benchmark Construction for Veterans Services Office renovations.





# AIA® Document A101™ – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Twelfth day of May in the year 2015  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Tuscarawas County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio 44663  
Telephone Number: 330-365-3240  
Fax Number: 330-602-7483

and the Contractor:  
(Name, legal status, address and other information)

Haugh Construction,, Inc., dba Benchmark Construction  
2422 East High Avenue  
New Philadelphia, Ohio 44663  
Telephone Number: 330-339-6882  
Fax Number: 330-339-6076

for the following Project:  
(Name, location and detailed description)

Tuscarawas County Veterans Service Office Renovations  
393 16th Street SW  
New Philadelphia, Ohio 44663

The Architect:  
(Name, legal status, address and other information)

B. A. Widder Architectural Services, LLC  
407 4th Street NW  
Suite B  
New Philadelphia, Ohio 44663  
Telephone Number: 330-339-4054  
Fax Number: 330-339-4219

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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**TABLE OF ARTICLES**

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Sixty ( 60 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty-nine Thousand Nine Hundred Eighty-three Dollars and Zero Cents (\$ 129,983.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 4.3 Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Miscellaneous Contingency	\$10,000.00

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 FINAL PAYMENT**

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

1.00 % monthly

**§ 8.3** The Owner's representative:  
*(Name, address and other information)*

Tuscarawas County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio 44663  
Phone: 330-365-3240  
Fax: 330-602-7482

Debra S. Cook, Director  
Tuscarawas County Veterans Service Office  
393 16th Street SW  
New Philadelphia, Ohio 44663  
Phone: 330-339-1163  
Fax: 330-339-1855

**§ 8.4** The Contractor's representative:  
*(Name, address and other information)*

Travis Haugh  
2422 East High Avenue  
New Philadelphia, Ohio 44663  
Telephone Number: 330-339-6882

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Fax Number: 330-339-6076  
 Mobile Number: 330-415-5122  
 Email Address: travish@benchmarkconst.net

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Spec Book	April 7, 2015	

§ 9.1.4 The Specifications:  
 (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Exhibit A	Spec Book	April 7, 2015	

§ 9.1.5 The Drawings:  
 (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
T1	Title Sheet	4-7-15
Sheet SD1	Site Development	4-7-15
Sheet D1	Demolition	4-7-15
Sheets 1 thru 3	Architectural	4-7-15
Sheet M1	Mechanical	4-7-15
Sheets E1 thru E4	Electrical	3-20-15

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
#1	4-15-15	1
#2	4-20-15	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.  
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Bonding Attached	See Form

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

**OWNER (Signature)**

Chris Abbuhl  
 Kerry Metzger  
 Belle Everett Tusc. County Commissioners  
*(Printed name and title)*

*Belle Everett*  
*Kerry Metzger*  
*Chris Abbuhl*

**CONTRACTOR (Signature)**

Tom Haugh, President  
*(Printed name and title)*

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VOTE:

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

**RESOLUTION (464-2015) PAYMENT OF BILLS**

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

**Commissioners**

Agland Coop	Fuel	127.35
Rose Products	Supplies	303.03
Union Hospital	TB Testing	298.80
First Communications	Long Distance/Switchboard	93.42
First Communications	Long Distance/Veterans	38.61
Liberty Distributors	Supplies	330.72
Gardiner	Repairs	300.00
Pitney Bowes Global Financial	Lease/Postage Machine	669.00
Times Reporter	Legal Ad	40.30
Treasurer Tusc Co	Internet Auction Distribution	608.98
GovDeals	Auction Sale Fees	118.34

**Dog Pound**

Oak Point Vet Care	Medical Care	757.27
First Communications	Long Distance	9.94
Town & Country Vet Clinic	Medical Care	64.49
Sugarcreek Vet Clinic	Medical Care	100.00

**Engineer**

Inter Clean Equipment	Truck Wash Equipment	49,950.00
JMR Concrete Finishers	Services	5,700.00
The United Group	Repairs/Parts	1,259.80
Newton Asphalt Paving	Waterproofing & Pave	13,748.00
Tusc Co Water & Sewer Dept	Water & Sewer	36.20
Staples Credit Plan	Supplies	271.58
Razor Lake Sand & Gravel	Materials	406.17
Dover Brake	Repairs/Parts	2,322.01
Kyle Weygandt	Safety Training	500.00
RJ Wright & Sons	Oils & Greases	117.90
Lacal Equipment	Mower Blades	2,497.68
RJ Wright & Sons	Fuel Oil & Gas per bid	14,064.10
Kimble Clay & Limestone	Mat'l per bid	75,414.16

**Information Technology**

Staples	Supplies	120.33
April Beachy	Travel	138.86
Leadership Tuscarawas	Deposit	250.00

**Sheriff**

Interstate Fire & Security	Fire Alarm Repair	373.96
Dasco Home Medical Equipment	Inmate Medical Supplies	240.00
Diamond Drugs	Inmate Medications	6,927.77
University Reference Lab	Lab Testing	121.00
Verizon Wireless	Cell Phone Service	547.69
MNJ Technologies	Supplies	134.00
Sugarcreek Vet Clinic	K9 Medical Treatment	322.30
Midwest Radar	Radar Repair	190.00
Ziegler Oil	Repairs	2,140.18

**911**

Staley Technologies	License Fee Renewal	50.00
American Electric Power	Tower Electric	214.62
Language Line Services	Interpreter	3.79
Cummins Bridgeway	Tower Repairs	5,204.54
Staley Technologies	Tower Repair	60.46
Guernsey Muskingum Electric	Tower Electric	328.04
Acronis Services	Backup and Recovery Software Maint.	662.96

**Juvenile/Probate**

Times Reporter	Legal Advertising	323.95
Johnson Printing	Supplies	391.75

**Law Library**

Integrity Computer Center	Computers	2,690.00
Data Trace Publishing	Book Update	168.80

**Clerk of Courts**

Independence Business Supply	Supplies	2.80
Comdoc	Lease	226.72
Comdoc	Lease	354.84

**Community Corrections**

American Court & Drug Testing	Electronic Monitoring & Drug Testing	195.00
Melymbrosia Associates	Specialized Assessments/Evaluation	1,205.00
Tusc Co Sheriff's Office	Gas	155.52
First Communications	Long Distance	15.28

**Child Support**

Verizon Wireless	Broadband Wireless Service	80.30
Frontier	Service	955.34

**Job & Family Services**

Advance Auto Parts	Car Maintenance	17.97
Gabrielle Weingarh	Travel & Training	144.44
Tusc Co Sheriff's Office	Gas	316.47
The Village Network	Boarding Home Payroll	60,576.19
Voyager Program	Group	100.00
Adriel School Inc et al	Boarding Home Payroll	174,188.61

VOTE:

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

**RESOLUTION (465-2015) RECESS**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess out of regular business at 1:09 p.m. for the purpose of a Brine Hearing for The Belden Brick Company at 1:15 p.m.

VOTE:

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

*Commissioner Everett called the meeting out of recess and back into Regular Session at 1:15 p.m.*

**HEARING-BRINE PERMIT-THE BELDEN BRICK COMPANY**

This being the day and time set aside for the hearing for the Brine Permit as requested by The Belden Brick Company. Commissioner Everett opened the hearing at 1:15p.m.

There being no one present to speak for or against and there was no other correspondence regarding said permit.

The Public Hearing was closed and moved back into regular session from the Public Hearing at 1:16 p.m.

Commission Everett requested a motion for a resolution to approve the permit.

**RESOLUTION (466-2015) APPROVE BRINE PERMIT-THE BELDEN BRICK COMPANY**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following brine permit for The Belden Brick Company:

The Tuscarawas county Commissioners wish to permit the surface application of brine for The Belden Brick Company on private property roads situated in Tuscarawas County, such brine to be obtained from company owned wells in Tuscarawas County, Ohio.

Therefore the Tuscarawas County Commissioners hereby adopt the following resolution which grants The Belden Brick Company the right to apply said brine to the road surfaces of above mentioned roads.

Prior to the acceptance of this resolution permitting surface application of brine, a public hearing was held at the Tuscarawas County Commissioner’s Office, New Philadelphia, Ohio. A notice of the time, place, and content of hearing was published by the Tuscarawas County Commissioners in “The Times Reporter”, a newspaper of general circulation in Tuscarawas County, Ohio, at least five days prior to the date of the public hearing, and the fifty dollars (\$50.00) permit fee having been paid as required by H.B.501-1590226H.

The surface application of brine in Tuscarawas County shall be regulated as per O.R.C. 1509.226 as follows:

Brine may not be applied (a) to a water-saturated surface; (b) directly to vegetation near or adjacent to surfaces being treated; (c) within twelve feet of structures crossing bodies of water or drainage ditches; or (d) between sundown and sunrise, except for ice control.

The discharge of brine through the spreader bar must stop when the application stops.

The applicator vehicle must be moving at least five (5) miles per hour at all times while the brine is being applied.

The maximum spreader bar nozzle opening must be three-quarters of an inch in diameter.

The maximum uniform application rate of brine must be 3,000 gallons per mile on a twelve (12) foot wide road or three (3) gallons per sixty (60) square feet on unpaved lots.

The applicator vehicle discharge valve must be closed between the brine collection point and the specific surfaces that have been approved for brine application.

Any valve that provides for tank draining other than through the spreader bar must be closed during the brine application and transportation.

The angle of the discharge from the applicator vehicle spreader bar must not be greater than sixty (60) degrees from the perpendicular to the unpaved surface.



Only the last 25% of the applicator vehicle's contents must be allowed to have a pressure greater than atmospheric pressure, therefore, the first 75% of the applicator vehicle's contents must be discharged under atmospheric pressure.

Furthermore, be it known that a copy of this resolution permitting application of brine to above mentioned road shall within thirty (30) days after the adoption of the Resolution be submitted to the Chief of the Division of Oil & Gas of the State of Ohio.

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

**RESOLUTION (467-2015) RECESS**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess out of regular business at 1:16 p.m. for the purpose of Executive Session at 1:20 p.m.

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

*Commissioner Everett called the meeting out of recess and back into Regular Session at 1:21 p.m.*

**RESOLUTION (468-2015) EXECUTIVE SESSION**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to go into an Executive Session with Jack Hupp, Maintenance supervisor, to discuss possible personnel discipline.

TIME: 1:21 P.M.

ROLL CALL VOTE & ATTENDANCE:

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

*Commissioner Everett called the meeting out of Executive Session and back into Regular Session at 1:40 p.m.*

**RESOLUTION (469-2015) PERSONNEL ACTION-MAINTENANCE (Burke)**

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

**TUSCARAWAS COUNTY COMMISSIONERS**

125 East High Avenue, Room 205  
New Philadelphia, Ohio 44663  
(330) 365-3240

Chris Abbuhl  
Belle Everett  
Kerry Metzger

Jane Clay  
Executive Assistant

Crystal DiGenova  
Administrative Assistant

Maria Lautenschleger  
Clerk

**Resolution Approving Disciplinary Action**

WHEREAS, Tuscarawas County has a maintenance department with a Department Head that is responsible for administrative oversight and supervision of employees:

WHEREAS, the Department Head has recommended disciplinary action in relation to Robert Burke:

WHEREAS, upon review of the attached listed infractions which are in violation of various county policies and standards of conduct the Department Head has recommended disciplinary action:

NOW, THEREFORE BE IT RESOLVED by the Board that the attached Group Offenses and the disciplinary action will be 5 (five) days suspension without pay, June 1, 2, 3, 4, & 5, 2015, as recommended by the Department Head.

BOARD OF TUSCARAWAS  
COUNTY COMMISSIONERS

*Belle Everett*  
Belle Everett, President

*Kerry Metzger*  
Kerry Metzger, Vice-President

*Chris Abbuhl*  
Chris Abbuhl, Member



ROLL CALL:

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



***NO OTHER BUSINESS COMING BEFORE THE BOARD.***

**RESOLUTION (470-2015) ADJOURN**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 1:42 p.m. to meet in Regular Session, Thursday, the 21th day of May, 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: Maria A. Lautenschlager

Clerk of the Board