

September 14, 2015

Agenda

Pledge of Allegiance

1:15	Bid Openings-Engineer	Project #5 Crum Road
1:30	Dan Rice-Park Department	Department Logo
1:45	Jodi Salvo/Tim Lang	Anti-Drug Coalition

Approve Minutes

Transfer of Funds (2)

Supplemental Appropriations (1)

Before/after Expenditures

Dog & Kennel Monthly Report-August 2015

Treasurer's Report-August 2015

Job & Family Services Contract-August 2015

Out of County Travel-JFS
Out of County Travel-HR

Approve Recorders Designated Funds 01/01/16-12/31/20

Re-Appoint Gary Little-EODA

Contract/PWC-Project #4-2015 Roadway Resurfacing

RUMA-Dominion Transmission, Inc.

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY THE 14TH DAY OF SEPTEMBER, 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 (830-2015) APPROVE MINUTES

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

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

RESOLUTION (831-2015) 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
Board of Elections	A00-A03	A00-A04	\$179.99	Equipment
LEPC	B51-B06	B51-B17	\$1,000.00	Equipment Contracts

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

RESOLUTION (832-2015) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	A18-A00	A08-B05	\$2,500.00	Contract Services
Commissioners	A18-A00	A04-B13	\$5,000.00	Repairs
Commissioners	A18-A00	A01-A10	\$919.40	Professional Services

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

RESOLUTION (833-2015) BEFORE & AFTER

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

Stark County Coroner (Coroner)	2885.00
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VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (834-2015) DOG & KENNEL MONTHLY REPORT-AUGUST 2015

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following Dog & Kennel report for August 2015.

RECEIVED
SEP 09 2015
Tuscarawas County
Commissioners Office

DOG & KENNEL MONTHLY REPORT

<i>Aug 2015</i>	
DESCRIPTION:	AMOUNT:
Dogs picked up by Wardens:	25
a.) Owner requested pick up:	0
b.) Strays picked up by wardens:	25
c.) Strays brought in by public	3
Complaints handled:	84
Dogs brought to pound by owners:	21
Total Number Dogs Euthanized:	12
Owner requested euthanasias:	9
Dog Holdovers:	54
Citations Issued:	6
Animal claims:	0
Dogs Sold:	19
Dogs Redeemed:	10
License Sold:	24
License Sold on road by Wardens:	9
License Fees:	\$ 406.00
Pound Fees:	\$ 552.00
Pick up Fees:	\$ 252.00
Euthanasia Fees:	\$ 126.00
Mileage on trucks (1 & 2):	2641
Releases to Rescues:	7

Submitted by: *Heaven Slough - Tuscarawas Co. Dog Warden*

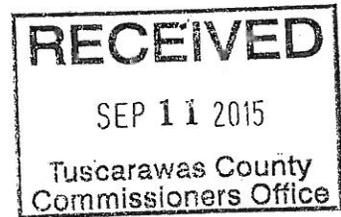
VOTE:

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

RESOLUTION (835-2015) TREASURER'S INVESTMENT AUGUST 2015

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following Treasurer's Investment for August 2015:

Jeffery S. Mamarella
Tuscarawas County Treasurer
P.O. Box 250
New Philadelphia, OH 44663
Phone (330) 365-3254 • Fax (330) 365-3259



September 9, 2015

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, OH 44663

Commissioners:

As provided by Section 132.21 of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of **August, 2015.**

See attached Monthly Portfolio Report for individual purchases, sales/maturities.

End of month interest amount to credit to August, 2015 report is \$841.81.

Monthly Investment Total = \$38,078,786.09

Balance in Checking Acct. – JPMorgan Chase \$8,125,275.73 Huntington \$4,818,297.92
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Total cumulative interest through August, 2015 is: \$146,201.02

cc: Tuscarawas County Auditor, Prosecutor, Clerk of Courts, Recorder

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

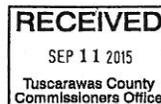
RESOLUTION (836-2015) CONTRACTS-JFS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, 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).

TUSCARAWAS COUNTY JOB & FAMILY SERVICES

Aug-15

Last Name, First Name or Company	Contract Purpose	Contract Start Date	Contract End Date	Amount
Subgrant Agreements				
Contracts for services				
Vendor Agreements				
Foster Agreements				
Adoption Agreements				
The Village Network	Adoption Services Agreement - D.B., K.B. & L.F.	8/31/2015	until completed	\$2,000.00
Transportation				



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

RESOLUTION (837-2015) OUT OF COUNTY TRAVEL-JFS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following travel requests as submitted by David Haverfield, Director Job & Family Services.

DATE: 09/17/15
TITLE: CPR/FIRST AID TRAINING
LOCATION: CAMBRIDGE
ATTENDING: ADDING: JOE KROCKER, DEB WHITNEY, WENDY AZZARDI
ANTICIPATED EXPENSE: Mileage of approximately 84 miles equals \$38.64, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 09/29/15
TITLE: PRESERVICE TRAINING OVERVIEW FOR ASSESSORS
LOCATION: CAMBRIDGE
ATTENDING: ADDING: BEVERLY GERBER
ANTICIPATED EXPENSE: Mileage of approximately 0 miles equals \$0.00, or an agency van will be utilized, if available, and meals at \$15.00.

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

RESOLUTION (838-2015) OUT OF COUNTY TRAVEL-HUMAN RESOURCES

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following travel requests as submitted by Kris Lowdermilk, Human Resources Manager.

DATE: 10/13/15
TITLE: BWC PUBLIC EMPLOYER UPDATE HOSTED BY COMP. MGMT.
LOCATION: PUNDERSON STATE PARK LODGE
ATTENDING: KRIS LOWDERMILK
ANTICIPATED EXPENSE: Travel of approximately \$65.00 and seminar \$25.00

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

RESOLUTION (839-2015) RECORDERS DESIGNATED FUNDS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following as requested by Lori Smith, Recorder:

Continue to set aside the amount of \$6.00 from each document recorded. This would be for the period of January 1, 2016 thru December 31, 2020. Requests can be for up to a five year period. These funds will be used for any contract services or acquisition of equipment during any of those years.

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

RESOLUTION (840-2015) RE-APPOINT GARY LITTLE-EODA

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to re-appoint Gary Little to the Eastern Ohio Development Alliance Board as the Tuscarawas County Representative. This term will begin January 1, 2016 and ending December 31, 2017.

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

RESOLUTION (841-2015) PROJECT #4-2015 ROADWAY RESURFACING CONTRACT/PREVAILING WAGE

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the Contract with Newton Asphalt Paving, Inc. for Project #4-2015 Roadway Resurfacing as previously awarded and to appoint Chris Arthurs as Prevailing Wage Coordinator for this project. This action is taken upon the recommendation of Joe Bachman, County Engineer.

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

RESOLUTION (842-2015) ROAD USE & MAINTENANCE AGREEMENT-DOMINION TRANSMISSION, INC.

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to authorize the Road Use & Maintenance Agreement pending receipt of the bond with Dominion Transmission, Inc. as recommended by Joe Bachman, County Engineer.



THIS AGREEMENT is entered into at _____, Ohio, by and between Tuscarawas County, a political subdivision, whose mailing address is 832 Front Avenue SW, New Philadelphia, OH 44663 (hereafter "Authority"), and Dominion Transmission, Inc., whose address is 5423 Mamont Road Murrysville, PA 15668 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within See Appendix Township, 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 [DEVELOPMENT SITE NAME], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [DEVELOPMENT SITE NAME] (hereafter collectively referred to as "oil and gas development site") located in See Appendix Township, in Tuscarawas County, Ohio; and

WHEREAS, Operator intends to commence use of See Appendix miles of CR/TR (See Appendix) and See Appendix miles of CR/TR (See Appendix) for the purpose of ingress to and egress from the [DEVELOPMENT SITE NAME], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [DEVELOPMENT SITE NAME] (hereinafter referred to collectively as "Drilling 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 Drilling 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-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling 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 Drilling 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 CR See Appendix, to be utilized by Operator hereunder, is that exclusive portion beginning at (route description here ending at the intersection of CR/TR). It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR () for any of its Drilling Activities hereunder. *See Appendix*

See Appendix

2. The portion of CR/TR (), to be utilized by Operator hereunder, is that exclusive portion beginning at (the intersection of CR/TR ending at the oil and gas development site) wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR () for any of its Drilling Activities hereunder.

See Appendix

3. 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.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling 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.

5. 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 Drilling 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.

6. Unless excepted for the reasons provided below, prior to the Drilling 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 Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than _____ & 00/100 DOLLARS (\$ _____ .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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. 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.

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

15. This Agreement shall be in effect on September 14, 2015.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: Belle Everett
Commissioner/Trustee

By: Andrew L. Lasser

By: Kerry Metzger
Commissioner/Trustee

Printed name: Andrew L. Lasser

By: Chris Muhl
Commissioner/Trustee

Company Name: Dominion Transmission, Inc

By: Joseph S Bachman
County Engineer

Title: Sr. Land Agent

Dated: 9/14/15

Dated: September 2, 2015

Approved as to Form: _____
County Prosecutor

Apendix A

Oxford Township

Salem Township

Clay Township

Rush Township

Washington Township

Perry Township

Appendix B

ROAD NUMBER	ROAD NAME	BEGIN	END	MILES
C-0001	Johnson Hill Road SW	T-0107 Kings Ridge Road SW	River Street	1.67
C-0014	Various Throughout	US-36	C-0156 Lake Page Road SE	8.28
C-0022	Frys Valley Road SE	Pipe Yard	SR-416	0.42
C-0010	Gilmore Road SE	C-0014	C-0027 Hines Ridge Road SE	0.51
C-0027	Hines Ridge Road SE	C-0010 Gilmore Road SE	C-0156 Lake Page Road SE	2.25
C-0156	Lake Page Road SE	C-0027 Hines Ridge Road SE	C-0014	0.97

VOTE:

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

DISCUSSION: Commissioner Metzger along with Commissioner Abbuhl questioned if the resolution for Contract/PWC-Project #4-2015 Roadway Resurfacing should be (2) two separate resolutions. After discussion among the (3) Commissioners it was decided it was (1) one resolution as the resolution covered both approvals.

RESOLUTION (843-2015) PAYMENT OF BILLS

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

911

Staley Technologies	Maintenance Contract/Paging System	693.00
Stark County Sheriff's Office	Pre-Employment Polygraph	525.00
American Electric Power	Tower Electric	425.56
Ohio Highway Patrol	LEADS Service	600.00

Child Support

City of New Philadelphia	Water/Sewer/Garbage	85.62
Office Max	Supplies	554.85
Office Max	Supplies	417.94
Sean Miller	Training	24.28

Clerk of Courts

Comdoc	Lease	349.63
Dan Loibl	Supplies	89.95

Commissioners

Gardiner	Repairs	1,285.00
Wood Electric	Wiring Services	797.00
NP Water Dept	Water/101 EH	164.36
NP Water Dept	Water/125 EH	279.22
NP Water Dept	Water/JFS	230.24
Union Hospital	TB Testing	622.54
Lowe's Business Account	Supplies	281.61
Staples Business Advantage	Supplies	61.93
New Philadelphia Municipal Court	Holding Cell Project-Per MOU	6,000.00
Tusc Co Chamber of Commerce	Registration/Everett & Metzger	40.00
John's Sweeper Service	Vacuum Cleaner w/ Bags	369.98
Rose Products	Supplies	128.84
John Hupp	Reimb/Supplies	299.94
Kayline	Supplies	137.30
Comdoc	Copier Charges	32.59
Hanhart Agency	Bond	100.00
GovDeals	Auction Sale Fees	10.00
Tusc Co Treasurer	Internet Auction Distribution	2.00

Common Pleas

Elizabeth Stephenson	Reimb/Wellness Program Incentives	61.63
Elizabeth Stephenson	Travel	128.32

Community & Economic Development

Jeff Brown	Historic Preservation Services	125.00
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Community Corrections

Medtox Labs	Drug Screens	230.38
Tusc Co Sheriff's Reserves	Security	330.00
Melymbrosia Associates	Specialized Assessments/Psych Evaluation	1,285.00

Coroner

Smith Ambulance	Body Removal	431.00
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Dog Pound

Hercules Fence	Kennel Repair	495.00
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NP Water Dept	Water	92.87
Kimble	Service	104.30
Pitts Fire Extinguisher	Check & Tag	35.00
Rose Products	Supplies	492.85
Millers Clothing	Employee Shirts	192.00
Emergency Management		
Xerox Financial Services	Copier Lease	50.00
Xerox Financial Services	Copier Lease	100.00
Engineer		
Hydraulic Specialists	Repairs/Parts	928.10
Information Technology		
MNJ Technologies	Memory-Hard Drives	396.00
Horizon	Internet Connection	395.00
Mancan	Temp Employee	233.28
Provantage	Supplies	117.14
Job & Family Services		
Geoffrey Geers	Travel & Training	276.74
Seth & Kathy Morrison	Transportation	265.88
Andrew & Kelli Miller	Transportation	46.00
Christopher & Stacy Troyer	Transportation	22.82
Treasurer State of OH	Fingerprinting	854.00
John C Reed	Prevention Fund/Dressers	200.00
David Kinsey	Prevention Fund/Rent	1,000.00
Connie Beckley	Reimb FC Cheerleading Expenses	786.85
Christopher & Stacy Troyer	FP Training Stipend	120.00
Guidestone	Supervised Visits/July 2015	2,761.77
Chrysalis Counseling Center	FACES/Therapy	875.00
All About Children	Kinship Grant/Daycare	725.00
Andrew & Kelli Miller	Transportation	115.92
Tusc Co Health Department	Birth Certificates	50.00
Treasurer State of OH	Fingerprints	612.00
Aaron & Chevelle Barger	Transportation	5.52
Dennis & Jeanne Hostetler	Transportation	133.40
Tamara Steiner	KPIP	300.00
Community Mental Healthcare	FACES/Therapy	72.00
Dennis & Jeanne Hostetler	Transportation	125.58
Office Max	Supplies	57.35
Lowe's Business Account	Maintenance Supplies	70.68
Mandy Prosser	Travel	35.88
Jaime Grunder	Travel	241.87
Melani Jones	Travel	9.66
Gayle Hahn	Travel	207.00
Elizabeth Benedetto	Travel & Training	134.58
Zashin & Rich	Professional Services	1,436.30
Ziegler Tire & Supply	Car Maintenance	630.35
Elizabeth Renner	Travel	262.90
Mervin & Sarah Shetler	Transportation	55.20
Treasurer Tusc Co	Foster Care Prevention Grant	30,000.00
Good Samaritan Remodeling	Kinship Grant/Home Repairs	483.57
Pathway Caring for Children	Kinship Grant/Mentoring	540.00
Ziegler Tire & Supply	Prevention Grant/Car Repairs	522.00
Chrysalis Counseling Center	FACES/Assessment	875.00
Lowe's Business Account	PRC	768.52
Agnes Walker et al	NET Mileage	11,940.22
Parkway Auto Performance	PRC	930.00
Juvenile/Probate		
Shannon Davis	Type Transcripts	1,550.40
Triad Deaf Services	Interpreter	119.00
Ziegler Tire	Auto Repairs	54.73
Xerox	Leased Copier	65.29
Xerox	Leased Copier	111.40
Xerox	Leased Copier	121.49

Law Library

Best Copier Technologies	Copier	1,800.00
Independence Business Supply	Supplies	41.99
Matthew Bender/Lexis Nexis	Books	145.63

Park Department

First Stop Signs	Park Logo Signs	30.00
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Sheriff

Avalon	Inmate Food	6,819.09
Dutch Creek Foods	Inmate Food	2,386.07
Tank Integrity Services	Annual Inspection/Certification	560.50
Terminix	Insect Treatment	123.00
New Philadelphia Water Dept	Water	2,348.69
Peg Jones	Reimb/Inmate Meds	8.28
Stark County Sheriff	Pre-Employment Polygraph	175.00
Zashin & Rich	Legal Counsel	1,202.50
Stark County Sheriff's Office	Pre-Employment Polygraph	525.00
Midwest Radar	Radar Calibration	65.00
Staley Technologies	Service Contract	342.30
Staples	Supplies	240.01
Staples	CCW Supplies	86.92
Seana Todd Fortune	Travel	61.64
Ohio BCI & I	CCW Background Checks	2,469.00
Rosenberry Towing	Cruiser Tow	75.00
Parkway Auto Group	Cruiser Repair	130.72
Ziegler Oil	Repairs	3,232.75
Zashin & Rich	Legal Counsel	3,434.40
Verizon Wireless	Cell Phone Service	644.31
RJ Wright & Sons	Gasoline	8,399.30
Inmate Calling Solutions	Cable for Kiosk	621.06

Southern Court

Dominion East Ohio Gas	Service	87.00
AT & T	Service	180.46

Veterans

Job & Family Services	Services & Supplies	111.12
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Water & Sewer

Holdsworth Welding	Repairs	250.00
Fenton Brothers	WH WWTP Ras/Was Pump	980.31
American Electric Power	Electric	4,071.13
Coshocton Environmental	Lab Services	240.00
City of Dover	County Share of OM & R	8,824.29
Fenton Brothers	Materials	42.88
Enger Auto	Materials	136.85
Enger Auto	Materials	377.87
Center Supply	Materials	79.18
Stony Point	Supplies	138.90
WP Kolens	Well #1 WTP Dundee Check Valve	1,575.91
Holmes Wayne Electric	Service	1,416.00
American Electric Power	Electric	577.40
OUPS	Manual Call Outs	4.00
Hydraflo	Materials	347.30
Fastenal	Materials	29.64
The Cross Roads Hardware	Materials	29.54
Tusc Co Commissioners	Postage Use	337.84
Stony Point	Supplies	138.90
Rose Products	Toiletries	409.92
Enger Auto	Supplies	53.33
Albers & Albers	Legal Services	800.00

VOTE:

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

RESOLUTION (844-2015) BID OPENINGS COUNTY ENGINEER- PROJECT #5 CRUM ROAD

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl to take under the following bids that were opened and publically read by Joe Bachman, Engineer.

**Union TR 38 (Crum Road) Landslide Repair
Bid Tabulation
Tuscarawas County
Project #5-2015
September 14, 2015, 1:15 pm**

Engineer's Estimate \$78,000.00

Bidder	Amount	Bond
U.S. Bridge	\$106,000. ⁰⁰	✓
OH-WV Excavating	\$84,840. ⁰⁰	✓
Dennison Bridge, Inc.	\$133,425. ⁰⁰	✓

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

DISCUSSION: Jodi Salvo, Director, Tuscarawas County Anti-Drug Coalition and Tim Lang, Volunteer with the Anti-Drug Coalition, were in attendance to request that the Commissioners pass a resolution opposing the proposed issue on the Nov. 3 general election ballot – Issue 3 – that, if approved, would legalize marijuana in Ohio. Ms. Salvo said the concerns they have that could affect Tuscarawas County are youth addiction, public health and safety, and effects on businesses. Commissioner Everett referred to the Anti-Drug Coalition presentation on marijuana legalization that was viewed previously by Commissioners, but said she felt it is important for the public to understand the many aspects and facets facing children in schools. She asked Ms. Salvo to give an overview pertaining to schools. Ms. Salvo stated she will be meeting with Tuscarawas County school superintendents Friday, Sept. 18, 2015. She said everyone in the community needs to be informed about the multi-faceted issues with marijuana legalization. From a youth standpoint the schools need to understand how it will affect learning. With usage starting at a young age statistics show a drop in IQ of six to eight points. Also, studies show that marijuana use by college students negatively affects students' abilities to complete their degrees. Another impact on education will be the different forms of edible forms of marijuana (cookies, cakes, drinks, etc.) with legalization. There is a concern on how do we keep these edibles out of our schools, Ms. Salvo said. Another issue concerns teachers instructing students who are under the influence of marijuana. Commissioner Abbuhl discussed how people do not understand the similarity in the packaging of these products. One example is Pop Tarts vs. "Pot Tarts." Ms. Salvo also spoke about the marketing of the ballot issue by groups that support it, including the use of a mascot with a marijuana bud cap and super hero cape which will be traveling to universities in Ohio. Everyone in the discussion said they have major concerns over the packaging and marketing, whether it's billboards, marquees or commercials. The use of marijuana for medicinal purposes is a concern, Ms. Salvo said. It is the only drug that has not been through rigorous federal testing before being approved for this purpose. The approval of this issue could have repercussions on the workforce in Tuscarawas County. Potential and current employees passing drug tests could become a major issue for employment along with the safety of the workforce in an

environment where another employee is high. Other issues of the Tuscarawas Anti-Drug Coalition are presented in the resolution.

**RESOLUTION (845-2015) IN OPPOSITION TO MARIJUANA LEGALIZATION
(STATE ISSUE 3-2015)**

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

WHEREAS, the residents of Tuscarawas County will be asked to vote on a statewide ballot proposal to make marijuana legal for recreational and medical use. This proposal will appear on the November ballot as Issue 3; and

WHEREAS, Issue 3 will amend the state constitution and grant ResponsibleOhio, a small group of wealthy investors, the exclusive right to commercially grow, manufacture and sell marijuana and marijuana-infused edibles, and in so doing create a monopoly within the Ohio Constitution establishing a legal cartel; and

WHEREAS, we believe the legalizing of marijuana for medical use should not be decided by voter initiative but be subject to the same research, consideration, and study as any other potential medicine under the standards of the U.S. Food and Drug Administration (FDA); and

WHEREAS, the legalization of marijuana will adversely affect Tuscarawas County workplaces and burden our small businesses by negatively impacting workplace safety and productivity; as well as increasing employer liability and making it more difficult for Tuscarawas County businesses to recruit drug-free employees; and

WHEREAS, the *Tuscarawas County Community Health Status Assessment 2015* revealed that 43% of students (age's 12-18) believe using marijuana leads to increased drug use, 39% believe marijuana is addictive, and, most importantly, **79% OPPOSE RECREATIONAL MARIJUANA LEGALIZATION**; and

WHEREAS, we are devoted to supporting and protecting our youth and ensuring families do not have to worry about their children having to contend with increased drug exposure and the consequences thereof that marijuana legalization would bring to Tuscarawas County; and

NOW, THEREFORE, BE IT RESOLVED that the Tuscarawas County Board of Commissioners opposes Issue 3 and affirms our belief that marijuana legalization is not in the best interest of our county. It is bad for our children, schools and businesses. We encourage our residents to consider whether or not our state constitution should be used to ensure the financial gain of a select few. Tuscarawas County deserves better!

ROLL CALL: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

DISCUSSION: Dan Rice, Executive Director, Ohio & Erie Canalway Coalition (OECC), and Jane Clay, Tuscarawas County Park Coordinator, discussed the new logo for the Tuscarawas County Park Department. Also present were Dave Ramsell, Creative Director, Grantstreet Creative; Marsha Zoller, Director, Norma Johnson Center; Jack Hupp, Trailblazer; and Dick Lebold, Canal Lands Park Committee member. Mr. Rice presented an update on the re-design of the logo. The OECC contracted with Grantstreet Creative, facilitated, and paid for the branding/new logo process. A number of people worked together to come up with different variations. They wanted the logo to represent Tuscarawas County. Mr. Ramsell explained the process of logo development based on the input presented. Ms. Clay explained how the logo and branding are a visual connection and provide connectivity throughout the county. Mr. Rice explained the logo has an opportunity to be used as an under brand (NJPC). The logo (see below) depicts nature, rolling hills and water. The "TUSC" in bold achieves identity. Commissioner Everett stated she appreciated all the time and effort on this project. Mr. Rice also presented a brief update on the Boardwalk renovations. He thanked the many volunteers and Beaver Excavating for donating labor and use of equipment. Ms. Clay thanked Mr. Rice and explained without the coordination of the county's Technical Assistance Agreement with the OECC, many projects could not be completed.



OTHER BUSINESS: Commissioner Abbuhl gave a final update on the Lean Six Sigma Training he and Jane Clay, Executive Assistant completed. There are several potential areas that they are looking at to implement the training. One of those areas is to streamline the purchase order process. There have been thirteen different Tuscarawas County Employees attend this training at various locations. The Commissioners will be applying for another grant to cover the cost of tuition to send Kris Lowdermilk, Human Resources Manager to the training.

NO FURTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (846-2015) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 2:04 p.m. to meet in Regular Session, Thursday 17th day of September, 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 Lautenschlager*
Clerk of the Board

