

Sheriff	X32-X09	X32-X02	\$850.00	Salaries
Sheriff	X432-X09	X432-X02	\$850.00	Salaries
Common Pleas	A02-B07	A02-B04	\$259.90	Equipment

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

RESOLUTION (392-2016) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	U40-U10	U40-U01	\$10,900.00	Transfer Out
OCED	Q90-Q99	Q90-Q18	\$229.00	Courthouse Contract Services
Sheriff	A18-A00	A06-A24	\$741.19	Special Detail
Sheriff	A18-A00	A06-A24	\$5,403.06	Special Detail
Sheriff	T07-T25	T07-T10	\$40,000.00	Background Checks
Sheriff	X32-X20	X392-X06	\$2,400.00	Contract Services
Sheriff	X32-X20	X632-X19	\$135.00	Workers' Compensation
Sheriff	X32-X20	X832-X19	\$95.00	Workers' Compensation

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

RESOLUTION (393-2016) INTERFUND TRANSFER/ADVANCE

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

Treasurer, Tusc. Co. Capital Projects (U40) to Common Pleas Special Projects (T35) \$10,900.00

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

RESOLUTION (394-2016) MOU-LAWRENCE TOWNSHIP TRUSTEES

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following Memorandum of Understanding between the Tuscarawas County Commissioners and the Lawrence Township Trustees.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this ____ day of _____, 20__ by and between the Tuscarawas County Board of Commissioners, (hereinafter called the "Local Government"); and, the Lawrence Township Trustees, (hereinafter called "Township").

WHEREAS, Local Government, at the request of the Township, has applied to the Appalachian Regional Commission/Governor's Office of Appalachia/Ohio Development Services Agency (hereinafter referred to as "ARC/GOA/ODSA") for a grant of State ARC/GOA Rapid Response Program funds to: (see "Project" described in Exhibit A attached hereto and incorporated herein as if fully rewritten), as well as State of Ohio Department of Transportation-ODOT Jobs & Commerce Grant Program (hereinafter referred to as "ODOT-JC") and,

WHEREAS, in the event that the Local Government is awarded a grant of funds through the ARC/GOA Rapid Response Program Funds through an ODSA Grant Agreement and/or ODOT-JC grant funds (attached hereto as Exhibit B & C and incorporated herein as if fully rewritten)) as aforesaid in the amount of ARC/GOA/ODSA = One Hundred Seventy-Seven Thousand Six Hundred Dollars (\$177,600,000) ("Grant Funds") and/or ODOT-JC = Ninety-Seven Thousand Seven Hundred Twenty-Three Dollars (\$97,723.00) in grant funds and the participating businesses and the Township provide local matching contributions in the amount of approximately Ninety-Five Thousand Eight Hundred Ninety Dollars (\$95,890) ("Local Funds"); and,

WHEREAS, the parties hereto desire to make a written agreement with respect to said funds and the implementation of the Project to which they pertain;

NOW, THEREFORE, the parties hereto have agreed to the terms and conditions as hereafter stated:

Section 1. Matching Funds. The Township shall expend the sum of approximately Ninety-Five Thousand Eight Hundred Ninety Dollars (\$95,890) of Local Funds (Local Business/Township Funds) and/or Local In-Kind (Township Work or Donations and Local Government Donations) constituting 100% (One Hundred per cent) of the local matching contribution ("Local Funds") which, relevant to accounting methods and application to the Project costs, shall be the first funds in and first funds out (FIFO).

Section 2. Construction Contracts and Services. The Township shall, for the purpose of constructing the aforesaid proposed Project, proceed forthwith to engage the services of an architect/engineer, adopt plans and specifications, and the Local Government will award construction contracts in accordance with the laws and regulations of the State of Ohio and of the United States. All construction shall be complete and this Agreement shall expire as of the expiration date of the ARC/GOA/ODSA and the ODOT Jobs & Commerce Grant Agreements ("Agreement Expiration Dates"), unless otherwise extended by the Local Government at its sole discretion.

Section 3. Environmental Review Requirements. Neither the Local Government nor the Township shall not enter into contracts for construction, the purchase of materials or any other activities that are not 'Exempt' under 24CFR Part 58.34 prior to the Local Government receiving a written 'Release of Funds' from ODSA and/or ODOT, in the event that such a release is required by either ODSA and/or ODOT.

Section 4. Administration. The administration of the ARC/GOA/ODSA and ODOT-JC Grant Agreements and all transactions involving the expenditure of any of the Grant Funds within the scope of both the ARC/GOA/ODSA and ODOT-JC Grant Agreements shall be the sole prerogative of the Local Government carried out in such a manner as it deems appropriate and consistent with all Applicable Local State and Federal regulations. The Township shall provide the Local Government copies of all contracts, documents and notes pertaining to the Project in a manner determined by the Local Government. The Local Government shall review and make a determination that such documents comply with all Applicable Local State and Federal regulations all relevant labor standards, competitive bidding requirements and any other applicable regulatory provisions.

- a. Compensation for Administrative Services. The Township hereby agrees to reimburse the Local Government in an amount not to exceed \$3,500.00 for the Local Government personnel's time spent in administering this project. The Local Government will provide the Township with an invoice detailing the time spent on this project.

Section 5. Project Property Ownership. Any and all Project improvements or personal property constructed, installed, or acquired pursuant to this Agreement and the real property wherein the Project is located (collectively "Project Property") shall be and remain the property of the Township. If, from the date Grant Funds are first spent for the Project until five (5) years after closeout of the Local Government's grant the use or planned use of the Project is proposed to be changed, then the Township shall provide written notification to the Local Government of the proposed change and the Local Government shall obtain the prior written consent of both ODSA and ODOT for such proposed change. If the Township proceeds with a use determined by either ODSA or ODOT to be inconsistent with the use of the Grant Funds, the Township shall reimburse the Local Government and the Local Government shall reimburse either ODSA and/or ODOT in the amount of the current fair market value of the Project and Project Property, less any portion of the value attributable to expenditures of Local Funds.

Section 6. Access to the Project. The Township shall grant access to the Project Property and Township's Project records for the Local Government and its contractors to perform such required functions consistent with both the ARC/GOA/ODSA and ODOT-JC Grant Agreements as the Local Government shall deem appropriate.

Section 7. Excess Costs. It is agreed that if the amount of the lowest responsible bids received for construction of the Project, plus the estimated cost of professional services and a reasonable reserve for contingencies exceeds the balance of Grant Funds and Local Funds committed to as stated in Section 1 of this Agreement, all bids shall be rejected and the Project redesigned so as to keep the maximum cost of the Project less than the balance of Grant Funds and Local Funds. It is further agreed that if the construction of said Project results in contractual liability of the Local Government in an amount greater than said Grant Funds and Local Funds, the Township shall reimburse the Local Government for such excess costs.

Section 8. Indemnification. Township shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Local Government) caused by the negligent acts or omissions, or negligent conduct of the Township, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

Section 9. Unallowable Costs. If Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Township has expended Grant Funds and/or Local Funds which are unallowable, the Township will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of this Agreement, the expenditures will be disallowed and the Township shall repay to Local Government any and all disallowed costs.

Section 10. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Township in connection with this Agreement or to induce the Local Government to enter into this Agreement with the Township shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within fifteen (15) days after written notice by the Local Government is given to the Township.
- b. **Noncompliance.** If there is a failure by the Township to comply with any of the covenants, terms or conditions contained in this Agreement and/or the ARC/GOA/ODSA or ODOT-JC Grant Agreements.
- c. **Agreement Expiration Dates.** If the Project, in the sole judgment of the Local Government, is not completed on or before the Agreement Expiration Dates.
- d. **Misspending.** If the Township expends Local and/ or Grant Funds for purposes not described in the ARC/GOA/ODSA and/or ODOT-JC Grant Agreements or applications thereto, this Agreement, or as authorized by the Local Government.
- e. **Insurance.** If loss, theft, damage or destruction of any substantial portion of the Project and/or Project Property occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

Section 11. Notice of Default. Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Township shall have an opportunity to cure, provided that cure is possible and feasible.

Section 12. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it, to do one or both of the following:

- a. exercise any remedy provided by law;
- b. require immediate repayment of up to the full amount of Grant Funds disbursed to the Township under this Agreement plus interest, at the statutory maximum allowable rate, as of the date of Default.

Section 13. Miscellaneous. Neither party to this Agreement shall assign its rights and obligations hereunder without the prior written authorization of the other party and prior written approval by either ODSA or ODOT, whichever applies, either of which may be withheld for any appropriate reason. This Agreement shall be governed by the laws of the State of Ohio. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The terms and conditions of this Agreement may be amended only by written instrument executed by both parties. **No part of this Agreement, as amended or otherwise, shall relieve the Local Government from its responsibility to comply with the terms and conditions the ARC/GOA/ODSA or the ODOT-JC Grant Agreements.**

Section 14. State and Federal Laws. By virtue of the State and/or federal funding provided for under this Agreement, the parties hereto shall be bound by and adhere to all applicable Local, State, and Federal laws, rules, policies, orders and directions. This may include but is not limited to any/or all of the following:

- a. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which supplement these laws and orders.
- b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
- c. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.

- d. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in OMB Circular A-102.
- e. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the ODSA, the State Auditor, the General Accounting Office, for their examination, all of its records pertaining to all matters covered by this agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this agreement.
- f. Any and all laws, regulations, orders, policies applicable hereto and/or set forth in the ARC/GOA/ODSA and/or ODOT-JC Grant Agreements, as may be amended from time to time.

VOTE:

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

DISCUSSION: Commissioner Abbuhl wanted to acknowledge and thank Scott Reynolds, Director, Office of Community and Economic Development for taking on the challenge of administering this grant and helping out other communities in Tuscarawas County. He appreciates all the hard work he does. Commissioner Everett concurred with Commissioner Abbuhl words.

RESOLUTION (395-2016) ADVERTISEMENT FOR BIDS

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to advertise the following bids as requested by Joe Bachman, County Engineer.

ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663, until **9:15 am May 19, 2016** for the following projects. Plans, specifications and contract documents are on file in the office of the Tuscarawas County Engineer, 832 Front Ave. SW, New Philadelphia, Ohio 44663. Copies may be obtained upon payment of a non-refundable fee of \$30.00 for each set of documents. Checks shall be made payable to "Tuscarawas County Engineer". Shipping and handling charges of \$15.00 will apply to all requests for shipping plans and specifications. The specifications and plans may also be obtained free of charge via e-mail by contacting the County Engineer's Office at engineer@co.tuscarawas.oh.us.

Work will consist of furnishing all services, labor, materials and equipment necessary to perform work as per plans and specifications set forth by the Tuscarawas County Engineer. Specifically, the projects will consist of the following:

Project #1-2016 – Reprofilling/Resurfacing

This project consists of Reprofilling/Resurfacing approximately 30.88 miles of Tuscarawas County Roads, Township Roads and Village Streets.

Bids shall be in conformity with the Ohio Revised Code, and shall be upon the forms furnished in the Contract Documents. Bids must be submitted in a sealed envelope, bearing on the outside, the name and address of bidder and the name of the project "PROJECT #1-2016 TUSCARAWAS COUNTY."

Parts 1 and 2 of this project are funded in part with Ohio Public Works Commission Funds and are subject to funding agency requirements.

Attention is called to the prevailing wage rates to be paid where applicable for labor and public improvements in and for Tuscarawas County, as ascertained by the Department of Industrial Relations of the State of Ohio.

Each bid shall be accompanied by a bid guaranty in the form of (1) a certified check, cashier's check or irrevocable letter of credit pursuant to ORC 1305 equal to 10% for the bid; or (2) a bid guaranty and contract bond for the full amount of the bid; both forms of guaranty as provided in Chapter 153 of the Ohio Revised Code and in the project specifications. All bid guarantees shall be conditioned that if the bid is accepted within sixty (60) days of the bid

opening, a proper contract shall be executed, and that upon failure or refusal to enter in to said contract within ten (10) days after the receipt of notification of award, the bidder and the surety on any bond shall be liable to the County in an amount not to exceed ten (10) percent of the bid.

The bonds or checks of all unsuccessful bidders will be returned within 48 hours after award of the contract or the rejection of all bids.

B-1

Each bid and all certificates shall be upon the forms furnished with the specifications, and shall be delivered to the Clerk of the Board of Tuscarawas County Commissioners on or prior to the date and hour specified for receiving bids.

Bidders shall comply with the Affirmative Action-Equal Employment Opportunity requirements set forth in the Contract Documents. A bidder/contractor will be deemed committed to the goal of such bid conditions by submitting a properly signed bid. Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, handicap, or national origin.

The Tuscarawas County Commissioners reserve the right to reject any or all bids, and to waive any informalities or irregularities in the bids received.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

KERRY METZGER
CHRIS ABBUHL
BELLE EVERETT

Attest: Maria Lautenschleger, Clerk

Publish: The Times Reporter on **May 3, 2016**
<http://www.co.tuscarawas.oh.us/Engineer/Projects.htm>

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

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

**RESOLUTION (396-2016) ROAD MAINTENANCE AGREEMENT-
NORTH AMERICAN WOODLANDS, LTD.**

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the Road Maintenance Agreement with the North American Woodlands, Ltd. to use the following Tuscarawas County Roads, for hauling logs for the period beginning April 22, 2016 and ending May 15, 2016 (Frost Law end date), as recommended by Joe Bachman, County Engineer.

Route No. 1: West on CR 27 (2085 Hines Ridge Rd.), 0.8 mile to CR 10 (Gilmore Rd.) North on CR 10 (Gilmore Rd.), 4.1 miles to CR 16 (River Rd.); Southwest and south on CR16/CR 14 (River Rd./River Hill Rd.), 8.8 miles to SR 258. Total miles = 13.7 miles

Route No. 2: East and North on CR 27 (2085 Hines Ridge Rd.), 2.7 miles to CR 28 (Watson Creek Rd.) West on CR 28 (Watson Creek Rd.), 0.3 miles to CR 29 (Edwards Ridge Rd.); North on CR 29 (Edwards Ridge Rd.), 5.0 miles to State Rt. 36. Total miles = 8.0 miles

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

**RESOLUTION (397-2016) APPOINTMENT OF COMMUNITY CORRECTIONS PLANNING
BOARD MEMBERS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to appoint the following persons as members of the Community Corrections Planning Board for two-year terms ending January 1, 2018:

Carmen DeMattio
Tuscarawas County Prosecutor's Investigator

Colby Byrom
Community Member

Both have been nominated by the Community Corrections Planning Board at its April 22, 2016 meeting.

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

DISCUSSION: Commissioner Everett, a member of the Community Corrections Board, informed the Board of Commissioners that there is another nomination for the Community Corrections Board in the process. The Community Correction Board is currently rewriting their comprehensive plan. By statute, the board is required to appoint citizens from different entities and a citizen from the largest minority group which is the Hispanic population in Tuscarawas County.

RESOLUTION (398-2016) PROCLAMATION MAY 2016 MOTORCYCLE AWARENESS MONTH

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett to proclaim May 2016 as Motorcycle Awareness Month.

VOTE:

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



THE COUNTY OF TUSCARAWAS, OHIO

PROCLAMATION

WHEREAS, motorcycle riding is a popular form of efficient transportation and recreation in Ohio; and

WHEREAS, it is important that the drivers of all vehicles be aware of each other and learn to share the road; and

WHEREAS, the safety hazards created by motorists who fail to watch for motorcyclists on the streets and highways of Ohio are of prime concern to motorcyclists; and

WHEREAS, it is especially important that the citizens of Ohio recognize the importance of motorcycle safety; and

WHEREAS, the American Bikers Aimed Toward Education (ABATE) of Ohio is an organization that is actively promoting the operation, training, and awareness of motorcycles; and

WHEREAS, it is important to recognize the need for awareness on the part of all drivers, especially with regard to sharing the road with motorcycles, and to honor the many contributions motorcyclists make to the communities in which they live and ride.

NOW, THEREFORE, I, Kerry Metzger
Chris Abbuhl
Belle Everett

Commissioners of Tuscarawas County, Ohio

Do hereby designate May 2016 as:

MOTORCYCLE AWARENESS MONTH

In Tuscarawas County, Ohio and ask that all drivers to "Look Twice for Motorcycles" on Ohio roadways. On this 28 day of April 2016;

Tuscarawas County, Ohio, Commissioners

RESOLUTION (399-2016) PAYMENT OF BILLS

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

Clerk of Courts

Jodi Foutz Travel 97.98

Commissioners

Frontier	Service/364.6784	207.58
AVI SPL	Wall Mount for Whiteboard	172.00
Office Max	Supplies	246.60
Generator Systems	Generator @ JFS	26,483.13
American Electric Power	Electric/Veterans	393.62
Frontier	Service/364.1916	56.02
Frontier	Service/343.3921	207.58
Frontier	Service/364.8811	865.13
Tusc Co Chamber of Commerce	Safety Council	51.00
Alonovus (Bargain Hunter)	Classified Ad	8.00
Go Shred	Services	150.00
RJ Beck Protective Systems	DVR Storage Server/Security System	10,990.00

Common Pleas

Staples Credit Plan	Supplies	168.91
Staples Credit Plan	Supplies	129.99

Community & Economic Development

Times Reporter	Public Hearing Notice/CHIP 2016	307.25
BA Widder Architectural Services	Engineering Service/Courthouse Elevator	695.00

Dog Pound

Office Max	Supplies	78.31
Staples Business Advantage	Supplies	97.18
Appliance Reconditioners	Repairs	30.00
Oak Pointe Vet Care	Medical Care	134.90
Town & Country Vet Clinic	Medical Care	671.96
Frontier	Service	59.81

Emergency Management

Gail Baldwin	Travel	48.76
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Engineer

Newton Asphalt Paving	Pave CR 86/Ramp Rd Intersection	27,866.00
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Information Technology

Staples	Supplies	58.48
MNJ Technologies	IT Computer	1,850.40

Job & Family Services

Frontier	Service	628.88
Your Pizza Shop	Fraud Awareness Luncheon	300.00
G & L Supply	Supplies	56.89
Staples Advantage	Supplies	153.84
Office Max	Supplies	1,222.02
Amazon	Chair/Headset/Adapter/Supplies	525.06
AT & T	Advertising	4.44
Tracy Wimer	Travel	104.88
Robb Rectanus	Travel & Training	380.32
Marie King	Travel & Training	409.62
Society for Equal Access	Transportation	88,142.10
Tusc Co Commissioners	Cost Allocation	44,170.98
Tusc Co Commissioners	Cost Allocation	14,656.50
Horizons of Tusc & Carroll	Transportation	25,135.65
Speedway Superamerica	Transportation	227.79
Route 39 Auto Salvage	Spare Tire & Jack Assembly	100.00
Catolas Dry Cleaners	Cleaning Car Seat Cover	15.00
Bloom's Printing	Fraud Awareness Supplies	2,048.00
WJER	Fraud Awareness Radiogram	250.00

Kyler Pringle Lundholm Durman	Non Recurring Adoption Expense	745.00
Patricia Mahaffey	KPIP	300.00
Community Mental Healthcare	FACES/Evaluation	1,188.00
Timothy Haswell	Travel	83.72
Juvenile/Probate		
Times Reporter	Legal Ad	137.95
Jane Gingrich	Guardianship Investigation	125.00
Jane Gingrich	Travel	17.36
Jane Gingrich	Guardianship Investigation	125.00
Staples	Supplies	184.97
Staples	Supplies	359.65
Law Library		
Kathy Moreland Fell	Travel	285.52
Independence Business Supply	Supplies	34.50
Ohio State Bar Association	CLE Materials	1,500.00
Tusc Co Clerk of Courts	Notary Fees	59.00
Tusc Co Clerk of Courts	Notary Fees	4.00
Park Department		
Miller & Co	Portable Toilet @ CLP	70.00
Prosecutor		
Ryan Styer	Travel	175.32
Public Defender		
Staples	Supplies	999.76
Frontier Communications	Service	322.79
Treasurer		
Staples	Supplies	162.83
Veterans		
Society for Equal Access	Transportation	1,497.75
Consolidated Stitches	Two Jackets w/Logo	88.00
VOTE:	Kerry Metzger, yes;	
	Chris Abbuhl, yes;	
	Belle Everett, yes;	

RESOLUTION (400-2016) EXECUTIVE SESSION

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to go into an Executive Session with Mike Jones and Tuscarawas Metropolitan Sewer District Legal Counsel for the purpose of pending litigation with no action to follow.

TIME: 9:17 A.M.

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

Commissioner Metzger called the meeting out of Executive Session and back into Regular Session at 10:38 a.m.

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (401-2016) ADJOURN

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to adjourn at 10:38 a.m. to meet in Regular Session, Monday, the 2nd day of May, 2016.

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

Kerry Metzger

Chris Adahl

Belle Everett

Attest: Maria Lautenschlegel
Clerk of the Board

