

May 31, 2016

Agenda

Pledge of Allegiance

Amend Agenda-1:15 p.m. Brine Permit Hearing-Kimble Company

Approve Minutes

Transfer of Funds

Supplemental Appropriation

Interfund Transfer/Advance

Before/After Expenditures

Change Order #2 & #3 Courthouse Elevator Project

Authorize Advertisement-Notice of Amendment Public Hearing PY-2014
CD Allocation Grant #B-F-14-1CT-1

Re-Appoint N.Wharmby-Tuscarawas County Public Library Board of Trustees

Approve Agreement-Park Department/ODNR

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, TUESDAY THE 31ST DAY OF MAY, 2016, WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger
Chris Abbuhl

Commissioner Metzger presiding.
Commissioner Everett absent-vacation

The Lord's Prayer was said.
The Pledge of Allegiance was said.

RESOLUTION (506-2016) APPROVE MINUTES

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

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

RESOLUTION (507-2016) 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
Commissioners	A17-A00	A01-E02	\$11,023.44	Prosecutor Employee Salary

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

RESOLUTION (508-2016) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	A18-A00	A01-A09	\$50.00	Printing & Advertising

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

RESOLUTION (509-2016) INTERFUND TRANSFER/ADVANCE

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

<i>Treasurer, Tusc. Co.</i>	<i>Co. General Fund to Children Service Fund</i>	<i>\$31,132.08</i>
<i>Treasurer, Tusc. Co.</i>	<i>Co. General Fund to Children Service Fund</i>	<i>\$117,943.80</i>
<i>Treasurer, Tusc. Co.</i>	<i>Co. General Fund to Children Service Fund</i>	<i>\$216,456.13</i>

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

RESOLUTION (510-2016) BEFORE & AFTER EXPENDITURES

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

Newton Asphalt Paving (Engineer)	30265.00
Henschen & Associates (Co. Court)	2000.00
American Court & Drug Testing Services (Comm. Corrections)	6360.00
Verizon Wireless (Comm. Corrections)	153.18

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

RESOLUTION (511-2016) CHANGE ORDER #2 & #3 COURTHOUSE ELEVATOR PROJECT

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve change order #2 in the amount of \$369.00 to add the first floor indicator cover plate. And to approve change order #3 for an additional fire alarm and electrical panel at no additional cost. Both change orders are in reference to the Courthouse Elevator Modernization Project that is now completed.

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Change Order

PROJECT: (Name and address) **TUSCARAWAS COUNTY COURTHOUSE ELEVATOR MODERNIZATION**
125 EAST HIGH AVE
NEW PHILADELPHIA, OHIO 44663

CHANGE ORDER NUMBER: **002**

DATE: **5/23/16**

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

TO CONTRACTOR: (Name and address) **HAUGH CONSTRUCTION, INC. dba**
POBENMARK CONSTRUCTION
2422 EAST HIGH AVE.
NEW PHILADELPHIA, OHIO

ARCHITECT'S PROJECT NUMBER: **13-1557**

CONTRACT DATE: **07/23/15**

CONTRACT FOR: **GENERAL CONSTRUCTION**

The Contract is changed as follows:
 (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

ADD 1ST FLOOR INDICATOR COVER PLATE

ADD 369.00

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ <u>213,374.00</u>
The net change by previously authorized Change Orders	\$ + <u>794.00</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ <u>214,168.00</u>
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ <u>369.00</u>
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ <u>214,537.00</u>
The Contract Time will be (increased) (decreased) (unchanged) by	(<u>0</u>) days.
The date of Substantial Completion as of the date of this Change Order, therefore, is	UNCHANGED

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BRUCE A. WIDDER ARCHITECT (Firm name) **HAUGH CONSTRUCTION, INC.** CONTRACTOR (Firm name) **TUSCARAWAS COUNTY COMMISSIONER** OWNER (Firm name)
107 4TH STREET N.W. ADDRESS **2422 E. HIGH AVENUE** ADDRESS **125 EAST HIGH AVENUE, NEW PHILA** ADDRESS
NEW PHILADELPHIA, OH ADDRESS **NEW PHILADELPHIA, OH 44663** ADDRESS

BRUCE A. WIDDER BY (Signature) **Tom HAUGH** BY (Signature) **Kerry Metzger** BY (Signature)
BRUCE A. WIDDER (Typed name) **Tom HAUGH** (Typed name) **Kerry Metzger** (Typed name)
5-23-16 DATE **5-23-16** DATE **May 31, 2016** DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Change Order

PROJECT: (Name and address) **TUSCARAWAS COUNTY COURT HOUSE ELEVATOR MODERNIZATION 125 EAST HIGH AVE. NEW PHILADELPHIA, OHIO 44643**

TO CONTRACTOR: (Name and address) **HAUGH CONSTRUCTION LLC dba PENNYMARK CONSTRUCTION 2422 EAST HIGH AVE. NEW PHILADELPHIA, OHIO**

CHANGE ORDER NUMBER: **003**

DATE: **5/23/16**

ARCHITECT'S PROJECT NUMBER: **13-1557**

CONTRACT DATE: **07/23/15**

CONTRACT FOR: **GENERAL CONSTRUCTION**

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

**ADDITIONAL FIRE ALARM & ELEC. PANEL
SEE ATTACHED**

USED	ADD	7870. ⁰⁰	
		5000. ⁰⁰	CONT. FUND

**NOT APPROVED PAID BY
GENERAL CONTRACTOR**

2870.⁰⁰

BAL. 0

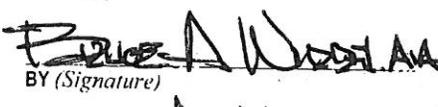
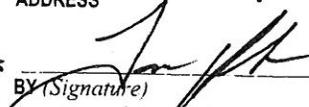
The original (Contract Sum) (Guaranteed Maximum Price) was	\$ <u>213,372.⁰⁰</u>
The net change by previously authorized Change Orders	\$ <u>1163.⁰⁰</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ <u>214,168.⁰⁰</u>
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ <u>—</u>
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ <u>214,168.⁰⁰</u>

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by **(0)** days.

The date of Substantial Completion as of the date of this Change Order, therefore, is **UNCHANGED**

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

B. N. WIDDER ARCHITECT (Firm name) 401 4TH STREET N.W. NEW PHILADELPHIA OH ADDRESS	Haugh Construction, Inc. CONTRACTOR (Firm name) 2422 E. High Avenue New Philadelphia, OH 44643 ADDRESS	Tuscarawas County Commissioners OWNER (Firm name) 125 East High Avenue, New Phila C ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
BRUCE A WIDDER (Typed name)	TOM HAUGH (Typed name)	Kerry Metzger (Typed name)
DATE 5/23/16	DATE 5-23-16	DATE May 31, 2016

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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VOTE:

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

**RESOLUTION (512-2016) AUTHORIZE ADVERTISEMENT - NOTICE OF AMENDMENT
PUBLIC HEARING PY-2014 CD ALLOCATION GRANT #B-F-14-1CT-1**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to authorize the Advertisement for Notice of Amendment Public Hearing for the PY-2014 CD Allocation Grant # B-F-14-1CT-1, to move funds from Activity #3 (Village of Midvale-Flood & Drainage) to Activity #4 (Village of Mineral City-Street Improvements).

**NOTICE OF AMENDMENT PUBLIC HEARING
(PY-2014 CD Allocation Block Grant Program)**

The County of Tuscarawas proposes to amend its Program Year 2014 Community Development Allocation Grant Program agreement with the Ohio Development Services Agency Office of Community Development (ODSA/OCD). Specifically, The County proposes to make the following budget amendments:

Activity #:	Original CDBG Funding: (Approximate \$)	Amended CDBG Funding: (Approximate \$)	Amended Other Funding: (Approximate \$)	National Objective:
#1=City of Uhrichsville (Street Improvements) (Eastport Avenue)	\$ 41,000.00	Unchanged	Unchanged	L & M Income
#2=City of Dover (Street Improvements) (West 5 th Street)	\$ 39,000.00	Unchanged	Unchanged	L & M Income
#3=Village of Midvale (Flood & Drainage Fac.) (Various Locations)	\$ 45,200.00	\$39,700.00	\$ 3,016.18	L & M Income
#4=Village of Mineral City (Street Improvements) (First Street)	\$ 30,800.00	\$36,300.00	\$ 0.00	L & M Income
#5-1=Administration	\$29,200.00	Unchanged	Unchanged	-----
#5-2=Fair Housing (Required)	\$ 9,800.00	Unchanged	Unchanged	-----
Subtotal Original (CDBG)	\$195,000.00	Subtotal Amended (CDBG)	\$195,000.00	

Total PY-2014 CD Allocation Grant as Amended = \$195,000.00.

A public hearing will be held on Thursday, June 16, 2016 at 9:30 AM, in the Tuscarawas County Commissioners Conference Room, 125 East High Avenue, New Philadelphia, Ohio 44663. The public hearing is to provide citizens with an opportunity to express their views and opinions on the County's proposed CD Allocation amendments prior to their submission to the ODSA/OCD.

The funds transferred to Activity #4 from Activity #3 will allow for completion of the project (costs for Activity #4 came in above the original Engineer's estimate when it was first bid). All other terms contained in the original CD Allocation Block Grant agreement, between the ODSA/OCD and the Tuscarawas County Commissioners, shall remain and no terms of the original agreement, except those noted above, will be changed by the proposed amendment.

Citizens are encouraged to attend this meeting on Thursday, June 16, 2016 at 9:30 AM to review and comment on the County's proposed CD Allocation amendment.

Published: June 6, 2016,
By Order of the Tuscarawas County Board of Commissioners
Attest: Maria Lautenschleger, Clerk

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

RESOLUTION (513-2016) RE-APPOINT N.WHARMBY TUSCARAWAS COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to re-appoint Nancy Wharmby to the Tuscarawas County Public Library Board of Trustees. Ms. Wharmby's current term of office expires May 31, 2016. The new term will expire May 31, 2023.

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

RESOLUTION (514-2016) APPROVE AGREEMENT-PARK DEPARTMENT/ODNR

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the subsidy agreement between Tuscarawas County Park Department and State of Ohio Department of Natural Resources Division of Wildlife.

Page 1 of 6

Page 2 of 6

**SUBSIDY AGREEMENT
BETWEEN
TUSCARAWAS COUNTY PARK DEPARTMENT
AND
STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE**

This Agreement is made and entered into this 31st day of May, 2016, by and between the Tuscarawas County Park Department, 125 East High Avenue, New Philadelphia, Ohio 44663, hereafter referred to as the "Cooperator" and the State of Ohio, Department of Natural Resources, Division of Wildlife, 2045 Morse Rd, Bldg. G, Columbus, Ohio 43229, hereafter referred to as the "Division" or "State." This Agreement is hereby entered into under the authority of Sections 1533.15 and 1533.28 of the Ohio Revised Code.

WITNESSETH:

- WHEREAS, the Cooperator and the Division both have an interest in providing aquatic education programs to make all people more aware of aquatic resources and angling opportunities in Ohio and
- WHEREAS, the Cooperator has made significant progress educating people about aquatic resources and educator resources and
- WHEREAS, the results of aquatic education programs will benefit anglers and educators in Ohio by making effective aquatic education and angling programs more available to all people, and will promote fishing, aquatic life systems, and sound stewardship of aquatic resources.

NOW THEREFORE, in consideration of the mutual advantages resulting from such cooperation and the respective advantages assumed hereunder it is mutually agreed as follows:

A. THE COOPERATOR SHALL:

1. Undertake the work and activities set forth in Exhibit 1, which is attached hereto, made a part hereof, and incorporated by reference as if fully rewritten herein, and provide a written report of activities and results achieved. Successful fulfillment of this Agreement shall be measured by an evaluation of the report of the results following completion of the program identified in Exhibit 1.
2. Consult with personnel of the Division for technical assistance and expertise as necessary to assure successful project completion.
3. Maintain records of actual expenditures made on behalf of the work performed under the Agreement for a period of at least five years and make those records available to the Division or the U.S. Fish and Wildlife Service upon request.
4. Maintain records of any equipment purchased under the terms of the agreement indefinitely.
5. Provide appropriate recognition to the Division on the printed materials accompanying the production of their role in the Agreement project. This recognition shall include the prominent display of the Division of Wildlife and USFWS Wildlife and Sportfish Restoration logos on all publications, related printed materials and websites.

6. Maintain a complete accounting of all instructor and volunteer time accumulated during this project. Volunteer time and other contributions may be used by the Division for in-kind matching funds. The Cooperator shall report this information to the Division within 60 days following the date of the last activity of the project.
 7. Cooperator shall not convert equipment to uses other than those originally approved by the Division, and shall not transfer said equipment without cost, and shall not sell said equipment without written approval of the Division. If for any reason during the one-year period of this Agreement the Cooperator finds that such equipment is no longer needed for its originally approved use, the Cooperator shall notify the Division in writing of such finding. With written approval of the Division, the Cooperator may convert said equipment to a use other than that originally approved, transfer said equipment without cost, or sell said equipment. For conversions, sales or transfers made during the one-year period, the Cooperator shall repay to the Division within forty-five (45) days of the approved disposition of said equipment, seventy-five percent (75%) of any expended funds granted by the Division for the originally approved purchase of said equipment.
 8. If at the end of the one-year period, the market value of the equipment is greater than fifty percent (50%) of any expended funds granted by the Division for the originally approved purchase of said equipment, the Cooperator shall develop a disposition plan and request approval from the Division. If the market value of the equipment is less than fifty percent (50%) of the expended funds granted by the Division for the originally approved purchase of said equipment, the Cooperator may dispose of the equipment in a manner consistent with local regulations.
- B. THE DIVISION SHALL:
1. Provide funding in the amount of \$10,000 for performance of the work and activities described in Exhibit 1. Obligations of the State are subject to the provisions of the Ohio Revised Code Section 128.07.
 2. Provide technical assistance and expertise.
 3. Acknowledge the Cooperator as a partner in the Division's aquatic education efforts.
- C. IT IS MUTUALLY AGREED AND UNDERSTOOD:
1. Work under this Agreement shall not commence until the Cooperator has been officially notified by the Division to proceed. Any services or materials supplied by the Cooperator prior to such notification, shall not give rise to any legal obligation upon the Division.
 2. This Agreement shall terminate June 30, 2016.
 3. The terms of this Agreement are subject to revision by mutual, written, consent by both parties; and further provided that, prior to the completion of this Agreement, either party hereto shall have the option and privilege of terminating this Agreement by giving a 30-day written notice of intention to terminate to the other party. If the Agreement is terminated at the request of the Cooperator then a full refund of the Agreement monies shall be required within 30 days. If the Agreement is terminated by the Division, the Cooperator shall reimburse the Division for unexpended funds.
 4. The Division reserves the right at any time after execution of this Agreement, to terminate the Agreement, in whole, or in part, upon written notification to the Cooperator. At termination, the Cooperator shall furnish to the Division a copy of all invoices and records per paragraph A.5., with a statement as to the amount of work completed on said Project. Upon receipt of the above information the Chief, Division

of Wildlife, shall determine the percent completion of the Project, and pay a pro-rated amount of the original Agreement price based on said percentage. The Cooperator agrees that determination of said amount, by the Chief, Division of Wildlife, is a binding and final determination. However, the Cooperator may request reconsideration by the Chief, Division of Wildlife, upon evidence not initially submitted at the time of termination of the Agreement.

- 5. This Agreement is not part of any other Agreement between the Cooperator and the Ohio Department of Natural Resources and/or the Division.
- 6. If the Cooperator does not comply with all the terms and conditions of this Agreement, the Agreement shall be immediately canceled and all monies due the Cooperator shall be forfeited to the State.
- 7. The Cooperator shall be solely responsible for any and all claims and liability for personal injury, including death, or property damage resulting from negligent or intentional acts or omissions of the Cooperator and its employees while they are conducting the work performed under this Agreement.
- 8. On and after the date of this Agreement, and to the extent allowable by law, the Cooperator agrees to defend and hold the State harmless from loss, damage, or liability in case of claim or suit made against the State by reason of any incident arising from, concerning, or in any way connected with the implementation, construction, operation, or maintenance of the Project.
- 9. The laws of the state of Ohio shall govern this Agreement and any claims arising in any way out of this Agreement. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect; however, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in the courts of Franklin County, Ohio, and Cooperator hereby irrevocably consents to such jurisdiction.
- 10. The Cooperator certifies that neither it nor its employees are public employees of the Division under federal and state law for tax, retirement deduction, and Workers' Compensation purposes and that the Cooperator carries Workers' Compensation coverage. The Cooperator is undertaking the work under this Agreement as an independent contractor and not as an agent or employee of the Division. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, or other relationship between the parties.
- 11. Cooperator affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. Cooperator further affirms that if at any time during the term of this Agreement, Cooperator is the subject of any reportable event as outlined in Section 872 of Public Law 110-417 (41 U.S.C. 2313) as set forth in Exhibit 2 attached or, for any reason, becomes disqualified from conducting business in the State of Ohio, or becomes debarred from doing business with the State of Ohio, Cooperator will immediately notify the Division in writing and will immediately cease performance of the Work. Failure to provide such notice in a timely fashion as required by the Federal funding agency shall void this agreement and may be sufficient cause for the State or the Federal funding agency to debar the Cooperator from future State contracting opportunities as may be permitted by state or federal law, guidance, or regulations. Cooperator represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

- 19. The Cooperator affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order is available at the following website: <http://governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

The Cooperator also affirms, understands, and agrees to immediately notify the Division of any change or shift in the location(s) of services performed by the Cooperator or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

A. Termination, Sanction, Damages

If the Cooperator or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The Division is not obligated to pay and shall not pay for such services. If Cooperator or any of its subcontractors perform any such services, Cooperator shall immediately return to the Division all funds paid for those services. The Division may also recover from the Cooperator all costs associated with any corrective action the Division may undertake, including but not limited to an audit or a risk analysis, as a result of the Cooperator performing services outside the United States.

The Division may, at any time after the breach, terminate the Agreement, upon written notice to the Cooperator. The Division may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the Division determines that actual and direct damages are uncertain or difficult to ascertain, the Division in its sole discretion may recover a payment of liquidated damages in the amount of 100% of the value of the Agreement.

The Division, in its sole discretion, may provide written notice to Cooperator of a breach and permit the Cooperator to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the Division may buy substitute services from a third party and recover from the Cooperator any costs associated with acquiring those substitute services.

Notwithstanding the Division permitting a period of time to cure the breach or the Cooperator's cure of the breach, the Division does not waive any of its rights and remedies provided in this Agreement, including but not limited to recovery of funds paid for services the Cooperator performed outside of the United States, costs associated with corrective action, or liquidated damages.

B. Assignment/Delegation

The Cooperator will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Division. Any assignment or delegation not consented to may be deemed void by the Division.

- 20. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the

- 12. The Cooperator affirms that it has all of the approvals, certifications, licenses or other qualifications to conduct business in Ohio and all are current. If for any reason this Agreement, Cooperator shall both immediately notify the Division in writing and cease performance of work.

- 13. The Cooperator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, military status, disability, national origin, or ancestry. The Cooperator shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, age, not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship; applicants for employment, notices to be provided by the Division setting forth the provisions of this nondiscrimination clause.

- 14. This program receives Federal financial assistance from the U.S. Fish and Wildlife Service. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the U.S. Department of the Interior and its bureaus prohibit discrimination on the bases of race, color, national origin, disability, age or sex (in educational programs), if you or if you desire further information, please write to:

The U. S. Fish and Wildlife Service
Office for Diversity and Civil Rights Programs-External Programs
4040 N. Fairfax Drive, Suite 130
Arlington, VA 22203

- 15. The Cooperator affirmatively represents and warrants to the Division that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Cooperator agrees that if this representation or warranty is deemed to be false, the funds paid by the Division hereunder immediately shall be repaid to the Division, or an action for recovery immediately may be commenced by the Division for recovery of said funds.

- 16. The Cooperator affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

- 17. The Cooperator agrees to comply with all applicable state and federal drug-free workplace laws. The Cooperator shall make a good faith effort to ensure that all program participants will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while under the Cooperator's supervision during its training programs. The Cooperator further agrees to provide smoke-free classrooms for all participants.

- 18. The Cooperator by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Cooperator understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds

same instrument. This Agreement may be executed and delivered by electronically in Microsoft Word or PDF format.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date(s) written herein below.

COOPERATOR

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE


Signature of Authorized Officer

Raymond W. Petering, Chief
Division of Wildlife
As Designee For:
James Zehring, Director
Ohio Department of Natural Resources

KERRY METZGER
Printed Name

President of the Board
Title

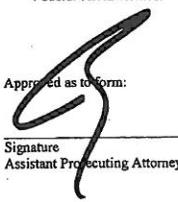
Date

Tuscarawas County
Organization Name

5/31/2016
Date

Federal Tax ID Number

Approved as to form:


Signature
Assistant Prosecuting Attorney

VOTE:

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

RESOLUTION (515-2016) PAYMENT OF BILLS

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

Commissioners

Tusc Co Chamber of Commerce	Safety Council/May 2016	34.00
Lehigh Endsley Insurance	Bond	100.00
Liberty Distributors	Supplies	330.72
Go Shred	Shredding Services	150.00
TASC Client Services	Flex System Plan Admin Fee	956.25
Times Reporter	Legal Ad	173.60
Alban Title	Title Search	225.00
Liberty Distributors	Supplies	330.72
Frontier	Service	865.08
Frontier	Service	207.58
Frontier	Service/364.1916	56.02

Common Pleas

Ohio Judicial Conference	Registration	25.00
Staples Credit Plan	Supplies	59.95
Staples Credit Plan	supplies	304.06
Buehler's Food Market	Jury Supplies	81.71
Matthew Bender & Co	Legal Publication	141.43
RJ Beck Protective Systems	Hallway Camera Replacement	950.00
Elizabeth Stephenson	Reimb/First Aid Kit Supplies	14.92

Dog Pound

Frontier	Service	59.91
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Emergency Management

Quest Integrated Solutions	Zebra Printer	210.00
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Employee Dress Down Day Fund

Akron Children's Hospital	Dress Down Day	577.50
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Prosecutor

Deb Baker	Travel	146.58
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Public Defender

Frontier Communications	Long Distance	323.47
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Southern Court

Atty Michael Cochran	Acting Judges Fees	150.00
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Veterans

Finishing Touch Carpet Cleaning	Office Cleaning	468.00
Staples Credit Plan	Supplies	505.78
C Sanders Emblems	Coins	9247.14
VFW Post #9620	Memorial Day Expenses	500.00
AMVETS Post #1338	Memorial Day Expenses	2000.00

VOTE:

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

RESOLUTION (516-2015) RECESS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to recess out of regular business at 1:08 p.m. for the purpose of a Brine permit Hearing for The Kimble Company at 1:15 p.m.

VOTE:

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

Commissioner Metzger called the meeting out of recess at 1:15 p.m. for the purpose of Brine Permit Hearing-Kimble Company.

HEARING-BRINE PERMIT- KIMBLE COMPANY

This being the day and time set aside for the hearing for the Brine Permit as requested by The Kimble Company. Commissioner Metzger 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 Metzger requested a motion for a resolution to approve the permit.

RESOLUTION (517-2016) APPROVE BRINE PERMIT- KIMBLE COMPANY

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

The Tuscarawas County Commissioners wish to permit the surface application of brine by Kimble Company to mining haul roads, Company owned well access roads situated in Tuscarawas County, and any roads requested by Tuscarawas County. Such brine to be obtained from wells owned and operated by RHDK Oil & Gas, LLC/dba Red Hill Development Co. wells in Tuscarawas County, Ohio.

The brine water will be applied to control dust on haul roads in the mining and landfill operations.

Therefore the Tuscarawas County Commissioners hereby adopt the following resolution which grants Kimble 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:

- (1) 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 (12) feet of structures crossing bodies of water and crossing drainage ditches;
 - (d) Between sundown and sunrise, except for ice control.
- (2) The discharge of brine through the spreader bar must stop when the application stops;
- (3) The applicator vehicle must be moving at least five (5) miles per hour at all times while the brine is being applied;
- (4) The maximum spreader bar nozzle opening shall be three-quarters (3/4") of an inch in diameter;
- (5) The maximum uniform application rate of brine shall be three thousand 3,000 gallons per mile on a twelve (12') foot wide road or three (3) gallons per sixty (60') square feet on unpaved lots;
- (6) The applicator vehicle discharge valve shall be closed between the brine collection point and the specific surfaces that have been approved for brine application;
- (7) Any valve that provides for tank draining other than through the spreader bar shall be closed during the brine application and transportation;
- (8) 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.
- (9) Only the last twenty-five 25% of an applicator vehicle's contents shall be allowed to have a pressure greater than atmospheric pressure; therefore, the first seventy-five 75% of the applicator vehicle's contents shall 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: Kerry Metzger, yes;
Chris Abbuhl, yes;
Belle Everett, absent;

Commissioner Metzger closed the Brine Permit Hearing at 1:16 p.m. and called the meeting back into Regular Session.

NO OTHER BUSINESS COMING BEFORE THE BOARD

RESOLUTION (518-2016) ADJOURN

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to adjourn at 1:16 p.m. to meet in Regular Session, Thursday, the 2nd day of June, 2016.

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

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.

Kerry Metzger
Chris Abbuhl

Belle Everett, absent

Attest: Maria Lautenschlager
Clerk of the Board

