

June 20, 2016

Agenda

1:15 Clay Ricker Multi-County Juvenile Attention System (MCJAS) Update

Approve Minutes June 13, 2016

Approve Minutes June 16, 2016

Buyer Brokerage Agreement – McInturf Reality

Approve Commercial/Industrial Real Estate Purchase Agreement (#1)

Approve Commercial/Industrial Real Estate Purchase Agreement (#2)

Settlement Agreement – Tuscarawas County, City of Dover Water & Sanitary Sewer Systems Transfer

Establish Fund –Sewer Rate Subsidy Fund

Agreement Aabic Roofing & Exteriors, Inc. – County Office Building

Set Public Hearing – Procedure to Procure Construction Contracts/Services

Appoint Everett – Tuscarawas Arts Partnership

Authorize/Advertise Public Hearings Regarding the Enactment, via Renewal, of County Permissive Sales and Use Taxes Presently Levied

Supplemental Appropriation (1)

Before/after Expenditures

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY THE 20th DAY OF JUNE, 2016, WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger
Chris Abbuhl
Belle Everett

Commissioner Metzger presiding.

The Lord's Prayer was said.

The Pledge of Allegiance was said.

RESOLUTION (571-2016) APPROVE MINUTES - JUNE 13, 2016

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the minutes of the June 13, 2016 meeting as written.

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

RESOLUTION (572-2016) APPROVE MINUTES - JUNE 16, 2016

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the minutes of the June 16, 2016 meeting as written.

VOTE:

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

DISCUSSION: Jan McInturf, Broker/Owner of McInturf Realty Inc. gave an overview of two agreements presented to two property owners which the county intends to acquire. The first offer was for the property located at 160 1st Drive NE, New Philadelphia. An offer of \$65,000.00 was made and agreed on by the owner Frank Pietro. An EPA evaluation will be done to ensure the property is free and clear of any EPA issues. Mr. Pietro will participate in EPA costs if there are any involved. The closing for this property is scheduled for August 31, 2016 and possession will take place at closing. A walk through will take place to make sure the building is vacated of all contents prior to taking possession. Commissioner Abbuhl confirmed that if there are any costly issues with the EPA that the contract can be null and void. Commissioner Everett verified the building will be empty before the County takes possession on August 31, 2016. Commissioner Abbuhl asked Mr. McInturf if the current renter will be notified. Mr. McInturf stated the renter has already been notified.

The second agreement is with Maren Leasing, LLC. 145 1st Drive NE. A negotiated a purchase price of \$576,000.00 was accepted. The seller is to remove all equipment and contents prior to possession. Due to the August 31, 2016 closing, Tuscarawas County is giving the seller an additional 60 days to remove contents from the building. Mr. McInturf’s company will withhold \$25,000.00 of the purchase price to be held in escrow until possession. Once everything is removed the remaining \$25,000.00 balance of the purchase price will be paid to the seller. The contingencies included in this agreement are the County will conduct a building inspection and structural inspection within 30 days of acceptance at the County’s expense; a review of the seller’s lease with the barber shop located in the building will be completed. The building which is red-stamped by the Tuscarawas County Auditor’s office requires a new survey on the property. The cost of the survey will be split between Tuscarawas County and Maren Properties LLC.

Commissioner Metzger thanked Mr. McInturf for reducing his commission from the normal six percent to five percent.

RESOLUTION (573-2016) BUYER BROKERAGE AGREEMENT – MCINTURF REALTY

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





"MAKE THE CALL!" 330-364-HOME 330-364-SOLD

BUYER BROKERAGE AGREEMENT

Board of Commissioners of Tuscarawas County, as buyer (hereinafter referred to as "buyer"), and McInturf Realty Inc, as broker (hereinafter referred to as "Broker"), do hereby enter into this Agreement, this date of June 20, 2016.

Buyer hereby hires Broker to act as Buyer's exclusive real estate broker and agent to assist Buyer in negotiating the purchase of properties located at 145 1st Drive NE, New Philadelphia OH (inclusive of parcel numbers 43-00592, 43-02044, 43-01508, and 43-01509) and 160 1st Drive NE (parcel number 43-04404), New Philadelphia, OH. Broker shall also coordinate the inspections, boundary survey and title work associated with the closing and transfer of the properties.

The term of this Agreement shall begin on the date of June 20, 2016 and shall continue through the date of October 31, 2016, unless otherwise terminated or extended in accordance with the Agreement. If during the term of this Agreement, the purchases are not consummated for any reason, then the original expiration date of this Agreement shall be extended until such time that the transfer occurs.

Buyer shall pay Broker at the time of closing a commission of 5% of the purchase price for the properties covered by this Agreement.

This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Buyer.

Broker Signature

Kerry Metzger

Buyer Signature

Broker Printed Name

KERRY METZGER

Buyer Printed Name

Broker Address

125 E. HIGH AVE

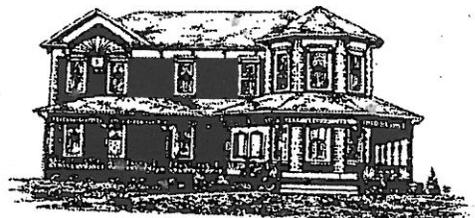
Buyer Address NEW PHILADELPHIA, OH 44663

Broker Phone Email Address

(330) 365-3240 COMMISSIONERS6CO.TUSCARAWAS

Buyer Phone Email Address OH.US

1110 Tuscarawas Avenue NW • New Philadelphia, Ohio 44663
www.mcinturfrealty.net



DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
 Division of Real Estate & Professional Licensing
 77 S. High Street, 20th Floor
 Columbus, OH 43215-6133
 (614) 466-4100



JWP



VOTE:

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

**RESOLUTION 574-2016
TUSCARAWAS COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING THE BOARD
OF TUSCARAWAS COUNTY COMMISSIONERS TO APPROVE
COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE AGREEMENT**

The Board of Tuscarawas County Commissioners met in regular session on the 20th day of June, 2016, with the following members present: Kerry Metzger, Chris Abbuhl, Belle Everett. Ms. Everett moved the adoption of the following:

Resolution

WHEREAS, it is the desire of this Board to approve the Commercial/Industrial Real Estate Purchase Agreements, copies attached, for certain properties known as 145 1st Drive, N.E., New Philadelphia, Ohio as authorized by 307.02 ORC, to provide and purchase county facilities. This Resolution is contingent upon satisfaction of all inspections and is subject to all clauses of said Agreements.

Mr. Abbuhl seconded the Resolution and the roll call being called upon its adoption, the vote resulted as follows:

Kerry Metzger - Yes
Chris Abbuhl - Yes
Belle Everett - Yes

Maria Lautenschleger, Clerk
Board of Tuscarawas County
Commissioners

Resolution (574-2016) adopted on June 20, 2016.

This Resolution was prepared and approved as to form by the office of the Tuscarawas County Prosecutor, Robert R. Stephenson II, Assistant Prosecuting Attorney.

**RESOLUTION 575-2016
TUSCARAWAS COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING THE BOARD
OF TUSCARAWAS COUNTY COMMISSIONERS TO APPROVE
COMMERCIAL/INDUSTRIAL REAL ESTATE PURCHASE AGREEMENT**

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Resolution

WHEREAS, it is the desire of this Board to approve the Commercial/Industrial Real Estate Purchase Agreements, copies attached, for certain properties known as, 160 1st Drive, N.E., New Philadelphia, Ohio as authorized by 307.02 ORC, to provide and purchase county facilities. This Resolution is contingent upon satisfaction of all inspections and is subject to all clauses of said Agreements.

Ms. Everett seconded the Resolution and the roll call being called upon its adoption, the vote resulted as follows:

Kerry Metzger – yes
Chris Abbuhl – yes
Belle Everett - yes

Maria Lautenschleger, Clerk
Board of Tuscarawas County
Commissioners

Resolution (575-2016) adopted June 20, 2016.

This Resolution was prepared and approved as to form by the office of the Tuscarawas County Prosecutor, Robert R. Stephenson II, Assistant Prosecuting Attorney.

DISCUSSION: David “Clay” Riker, Superintendent, Multi-County Juvenile Attention System (MCJAS) was present to provide Tuscarawas County Commissioners with an update on the current and future plans at MCJAS. Also present were Melissa Clark, Chief Financial Officer, MCJAS and Sylvia Argento, Tuscarawas County Juvenile Court Administrator & MCJAS Board Member. Mr. Riker spoke about capital concern needs that have been approved and addressed. The funds used are possible through an excess carry over with the intention to replace those funds at the end of June, he said. Improvements include new windows at the New Philadelphia Group Home, floors replaced at the Linda Martin Attention Center and Louis Tobin Attention Center, a mower at the Tuscarawas Attention Center, replacement of a 5 ton HVAC unit at the Residential Treatment Center (RTC), replacing a roof at RTC and purchasing a new vehicle for transporting youth at the Stark Attention Center. Mr. Riker expressed the need for a new snow plow truck for the agency. Commissioner Everett asked Mr. Riker what year the snow plow truck is, if it is used at any other locations and if a new vehicle would be used in other capacities. Mr. Riker was not sure of the year, but stated the frame on the current truck is not stable enough to attach the salt spreader. He also said a new truck could be used for other needs and the snow plow is used only for the MCJAS main campus. Mr. Riker also said contracting for snow plowing is not cost effective and using their own snow plow can provide immediate snow and ice removal. Other issues and upcoming events Mr. Riker spoke about were the employee luncheon, various contracts that will be expiring in 2017, hiring of additional employees to adhere to the Prison Rape Act, and transitioning employees to either exempt or non-exempt status due to new regulations under the Federal Fair Labor Standards Act. Mr. Riker discussed his 15-year plan which includes establishing a 501 (c) (3) that would help to create different programs including a youth employment services program (YES program) in the next five years (2020). Mr. Riker said he was specifically referring to concept to create a restaurant at the campus that the youth would work at. The goal would be to teach youth soft skills so when they return to society they will be able to receive and sustain a job and provide for themselves.

Mr. Riker told the Commissioners his goal is to keep the Commissioners informed and appreciates their continued support. Commissioner Abbuhl said he appreciates the work Mr. Riker has done and thanked Ms. Clark for the excellent work she does as well.

Ms. Argento spoke regarding hiring issues. She explained it takes several years to really understand the job, but sometimes individuals figure out the job is not for them; therefore it is a constant interviewing

and training process. Ms. Argento said they are being mindful of that and how to attract quality individuals especially those with a four year degree. Various universities have graduates that are interested in employment with MCJAS, but the starting pay is not considered competitive. Ms. Argento said that is something they will continue to look at. She also recognized the staff for their hard work and doing a great job with great improvements system wide.

DISCUSSION: Mike Jones, Director/Sanitary Engineer, Tuscarawas County Metropolitan Sewer District and John B. Albers, Albers and Albers Attorneys at Law, provided Commissioners with an update on a potential settlement reached between Tuscarawas County and the City of Dover regarding a dispute stemming from a 1989 contract between the county and city. The contract involved a provision of water and sewer services, but essentially sewer service to areas within Dover Township including the Village of Parral and Willow Glens/Ridgewood subdivision, as well as the Lowden sewer system. Under the contract the City of Dover agreed to make improvements to its treatment system and constructed portions of the collection system. As per that contract Tuscarawas County was to reimburse the City of Dover for the cost of those improvements. Recently, it was determined that many of those payments were never made. Both parties agree that through no fault of any current county or city personnel that mistakes have been made. Negotiations to correct these concerns have been taking place for three years. In the proposed settlement agreement, Tuscarawas County will transfer the Lowden, Parral, Ridgewood/Willow Glens collection system as well as the Ridgewood water system to the City of Dover to operate and maintain. The City of Dover will pay the county \$1.32 million as well as pay off debt for the Lowden sewer system and, in addition, city will release Tuscarawas County from any responsibility under the contract. The county will use \$1.168 million of the settlement payment to pay off the debt related to the Stonecreek sewer system and then will use an additional \$152,000.00 of the settlement to create a subsidy fund. This fund will be used to pay the City of Dover a sum each year as Tuscarawas County deems necessary so that the customers on the system being transferred will experience no more than approximately a \$3.00 per-month rate increase until such fund is fully utilized. The fund in place as established by Tuscarawas County does not have control or stipulation on what the City of Dover charges customers for any rate increase. Once the transfer is finalized these customers will become customers of the City of Dover utility department. This settlement also voids any litigation regarding this matter, will save significant legal and other costs associated with the litigation and fully resolves the situation that commenced beginning approximately 26 years ago. Commissioner Abbuhl confirmed it was a 1989 contract and no current Tuscarawas County or City of Dover employees were aware of this agreement until it was discovered. Commissioner Everett asked for confirmation that neither entity could find anywhere where Tuscarawas County was invoiced for or where this settlement was paid. Mr. Albers confirmed neither party could provide documentation. In the original agreement the City of Dover was to provide Tuscarawas County with a repayment schedule and Tuscarawas County was then required to comply with the schedule, but it appears that there isn't any evidence that a repayment schedule was provided to Tuscarawas County until three years ago. Commissioner Abbuhl said he appreciates all of the work, time and effort put into resolving this matter and is glad both parties came to a reasonable agreement. Commissioner Metzger also said he appreciates all the work done to resolve this issue. He said that when you look at it from the City of Dover's perspective and Tuscarawas County's perspective it is a win-win for the both parties. The potential exposure was substantial as were the legal costs involved. If the board approves this agreement today on the financial side for Tuscarawas County it will be a plus, he said. Commissioner Metzger thanked Mr. Jones for creating a way to transition the transfer and costs of the 330 customers affected in a reasonable method. Commissioner Abbuhl said he was pleased both parties did their due diligence in making sure everyone was treated fairly.

RESOLUTION (576-2016) SETTLEMENT AGREEMENT-TUSCARAWAS COUNTY, CITY OF DOVER WATER & SANITARY SEWER SYSTEMS TRANSFER

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the finding that the facilities being transferred are no longer needed or necessary part of the Tuscarawas County Metropolitan Water & Sewer District system. This resolution authorizes the transfer in accordance with the transfer agreement that has been negotiated and authorizes the President of the Board to execute the agreement on behalf of the Board of Tuscarawas County Commissioners.

**TUSCARAWAS COUNTY, CITY OF DOVER
WATER AND SANITARY SEWER SYSTEMS
TRANSFER AGREEMENT**

This Agreement is made and entered into on this 20th day of June, 2016 (hereafter the "Effective Date"), by and between the County of Tuscarawas, Ohio, hereinafter referred to as the "County," acting by and through its Board of County Commissioners pursuant to Resolution 576-

2016, and the City of Dover, Ohio, hereinafter referred to as the "City," acting by and through its Mayor, pursuant to City Ordinance _____. The Effective Date shall be the later date upon which the above-referenced Resolution or Ordinance was approved.

WITNESSETH THAT:

WHEREAS, there are located in portions of the County, certain County Water and Sanitary Sewer Systems, which are owned and operated by the County and are comprised of potable water and sanitary sewer facilities and real property which are further described below (hereafter, collectively referred to as the "County Systems"), and,

WHEREAS, the County Systems, more fully described herein in **Section 1**, are commonly known as the Lowden Sewer System, the Parral Sewer System, the Ridgewood Water System, and the Renner/Ridgewood Sewer System; and,

WHEREAS, the County desires to transfer and the City desires to receive ownership of the County Systems in order to continue to provide quality drinking water and sanitary sewer services to customers of both the City and the County; and,

WHEREAS, the County has determined that it no longer needs or desires to own said County Systems, and that it will be a cost saving to both the water and sewer customers of the County, and to the Board of Commissioners of Tuscarawas County, if such facilities are so transferred; and,

WHEREAS, the City has authority to enter into this Agreement pursuant Ohio Revised Code Section 715.21 and Chapter 743; and,

WHEREAS, the County has authority to enter into this Agreement pursuant to Revised Code Sections 6103.02 and 6117.49; and,

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, for which there is full and adequate consideration, the City and County agree and bind themselves, their agents, employees, and successors, as follows:

SECTION 1

TRANSFER OF COUNTY SYSTEMS TO THE CITY

1.1. The County and the City hereby agree to the transfer of the County Systems as described herein. Through this Agreement, the County hereby transfers, conveys, assigns, delivers, and grants all ownership, rights of use, and all right, title and interest, as well as the administration, operation, maintenance, improvement, replacement, and repair obligations of the County to the City for the following systems:

- 1.1.1. The Ridgewood Water System, and all associated distribution lines, facilities, appurtenances and personal property (hereinafter referred to as the "Ridgewood Water System") which are further described and listed in "Exhibit ___" attached hereto.
- 1.1.2. The Lowden Sewer System, and all associated collection lines, facilities, appurtenances and personal property (hereinafter referred to as the "Lowden Sewer System") which are further described and listed in "Exhibit ___" attached hereto.
- 1.1.3. The Parral Sewer System, and all associated collection lines, facilities, appurtenances and personal property (hereinafter referred to as the "Parral Sewer System") which are further described and listed in "Exhibit ___" attached hereto.
- 1.1.4. The Renner/Ridgewood Sewer System, and all associated collection lines, facilities, appurtenances and personal property (hereinafter referred to as the "Renner/Ridgewood Sewer System") which are further described and listed in "Exhibit ___" attached hereto.
- 1.1.5. The above referenced systems shall hereinafter collectively be referred to as the "County Systems."
- 1.2. The transfer shall be made free and clear of all liabilities, obligations, liens and encumbrances, unless otherwise specified in this Transfer Agreement executed between the County and the City.
- 1.3. The transfer from the County to the City of the County Systems shall occur upon execution of this Agreement. The City shall assume complete responsibility for operation, maintenance, improvement, replacement, and repair of the County wastewater system upon execution of this Agreement and the water system when a water main loop can be completed to the City water distribution system, projected to be no later than December 31, 2016. However, regardless of when such loop shall be completed, the City shall be obligated to assume ownership and operational control of the Ridgewood Water System no later than June 1, 2017.
- 1.4. The County Systems shall be transferred "as is", and the County makes no representations or warranties as to the condition of the County Systems. Further, the

- City shall be obligated to provide services to all customers currently connected to and using services from the County Systems.
- 1.5. In the event that the City determines that there has not been transferred or conveyed any line, appurtenance, facility or property owned by the County which the City requires to operate, maintain, improve, repair or replace the County Systems being transferred herein, the County shall promptly, upon request of the City, transfer, convey or provide the same to the City for no further consideration.
 - 1.6. It is the intention of the parties that the City shall succeed to all rights of access or entry which the County possesses to operate, maintain, improve, repair, or replace any of the County Systems being transferred which lay within the right-of-way of any State or County owned highway, and the County hereby designates the City as its successor and agent to accomplish any such entry or access which may be necessary.
 - 1.7. The City agrees to bear responsibility for all actionable claims or suits made against it by reason of any incident arising from, concerning, or in any way connected with the design, construction, implementation, use, maintenance, or operation of the County Systems, and shall hold harmless the County with respect to the same.
 - 1.8. The County agrees that the Comfort Inn, located at 2024 State Route 39, Dover, Ohio 44622, shall be transferred to, and become a customer of, the City, upon execution of this Agreement. Further, the County agrees to waive the collection of service fees owed by said customer which were collected by the City.

SECTION 2

REAL PROPERTY ASSETS

- 2.1. Land easements and right of ways, properties, licenses, land titles, and miscellaneous land agreements are specifically described as "Real Property Assets" and inventoried in the document attached hereto as "**Exhibit __**".
- 2.2. All such Real Property Assets are hereby assigned, conveyed and transferred with all right, title and interest to the City. Further, the County shall grant easement(s) as may be necessary to the City over any other real property owned by the County as may be needed to operate and maintain said County Systems.
- 2.3. Transfer of Real Property Assets as described and inventoried in **Exhibit __** shall include transfer of all deeds to the City and all transfers under this section shall be free and clear of all liens and encumbrances. However, in the event that the City becomes

aware that any deed, easement, right-of-way or instrument of conveyance was not received or recorded or that there is any other condition, restriction of record or title defect with respect to the said Real Property Assets or Systems, the County shall cooperate with the City to promptly remedy and prepare and execute all documents necessary to accomplish such transfer or correct said defect, for no further consideration.

SECTION 3

COUNTY SYSTEM DOCUMENTS

- 3.1. All documents relative to the ownership, operation, maintenance, improvement, administration and management of the County Systems being transferred are described in "**Exhibit __.**"
- 3.2. All documents, including, but not limited to, County water and sewer user contracts, correspondence, invoices and bills of sale, fiscal records, warranties, customer meter readings and billings, records of revenue received, regulatory agency reports, operating permits, original construction documents for the County Systems being transferred, and any other records maintained specifically by the County for the County Systems' administration, operation and management as listed in **Exhibit __** are hereby transferred upon execution of this Agreement.
- 3.3. When requested by the City, the County shall provide copies of any specific documents related to the County Systems to the City prior to the transfer of the County Systems.
- 3.4. All sums owed to the County by customers of the water and sewer systems for services rendered prior to transfer of said systems shall be collected by and paid to the County. Subsequent to such transfer, for all such services provided by the City to said customers, all payments made by such customers for such services shall be collected by and paid to the City. Final meter readings with relation thereto shall be coordinated by the City and County.
 - 3.4.1. The County shall, for up to two months after transfer of each system, render assistance to the City and will make its employees available for such purpose, to facilitate the transfer of billing, customer accounts, software, and necessary data, to accomplish the seamless transfer of all information necessary for the City to commence providing such services.

SECTION 4

THE 1989 SERVICE AGREEMENT

- 4.1. The County and City entered into a service agreement on March 20, 1989 (hereafter, the "1989 Agreement") in which the City agreed to collect, receive and treat sewage and wastes from certain County systems. In exchange for said services, the County agreed to pay the City the user fees associated with the collection and treatment of such sewage, as well as pay other fees and charges related to construction of certain facilities to serve the County Systems (Initial Capital Improvements), costs to operate said systems (Initial Operating Costs), costs related to subsequent capital improvements (Later Capital Improvement Costs), and costs to operate such systems on an ongoing basis (Operation and Maintenance Costs).
- 4.2. The parties have disputed the applicability and amount of such charges and costs. Nevertheless, in consideration for the transfer of systems and customers contemplated herein, as well as the payment of the sums set forth in Section 5 hereof, and the assumption of the debt set forth in Section 7 hereof, the City agrees to release and forever discharge the County from any and all existing or potential causes of actions, claims, damages and/or liabilities arising out of the 1989 Agreement, including, but not limited to, claims for damages, Initial Capital Improvements, Initial Operating Costs, Later Capital Improvements, Operation and Maintenance Costs, attorneys fees, and all other costs and expenses, of any nature, kind or description, arising from or related to said 1989 Agreement.
- 4.3. The parties agree that the 1989 Agreement, attached hereto as **Exhibit __**, between the City and County shall terminate upon execution of this Transfer Agreement.

SECTION 5

PAYMENT TO THE COUNTY, CUSTOMER CREDIT

- 5.1. The City agrees to make a one-time payment, in the full amount, of \$1,320,000.00 to the County in consideration and in exchange for transfer of the County Systems and Real Property Assets and as consideration for, and payment in full for, any and all obligations, actions, claims, damages, or other costs under the 1989 Agreement.
- 5.2. The County shall establish with \$152,000.00 of the payment from the City, a sewer rate subsidy fund (the "Subsidy Fund"), for the customers who are transferred to Dover. Thereafter, whenever the City seeks to establish or increase rates for the customers hereunder transferred, the City shall first notify the County of the same, including the

amount and percentage of such rate or increase, and give the County the opportunity to pay the credit for such customers as hereafter set forth.

The County shall pay to the City from the Subsidy Fund, on an annual basis, for so long as monies remain in the Subsidy Fund, an amount of money that would be credited to the sewer bills of the transferred customers to maintain their bills at a monthly amount to increase by no more than \$3 per month, per year, over the County's monthly sewer charge, for a period not to exceed 5 years.

If the Subsidy Fund is insufficient to pay, the total amount in any year then a partial credit shall be granted to the transferred customers on a prorated basis based upon the funds remaining in the Subsidy Fund. Any funds remaining in the Subsidy Fund after five years shall be paid transferred to the County's sewer fund.

SECTION 6

COUNTY'S DEBT TO THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT (USDA)

- 6.1. The County is currently indebted to the United States Department of Agriculture, Rural Development (herein, "USDA").
- 6.2. The County became indebted to the USDA in 2011 to fund certain water system and sewer system improvements.
- 6.3. The parties understand and acknowledge that the County Systems and customers located thereon, including the Comfort Inn, are part of the collateral for said debt, and may not be alienated or transferred to the City without the consent of the USDA. Nevertheless, the parties anticipate that, in return for pay off of the debt owed by the County to the USDA for the Stone Creek Sewer System, the USDA will provide such release.
- 6.4. As such, in accordance with the above, the parties agree that this Transfer Agreement is contingent upon receipt of a valid release from the USDA in accordance with the above.

SECTION 7

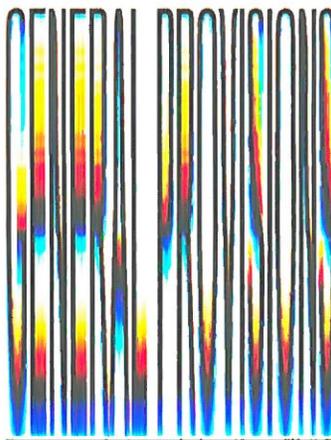
COUNTY'S OHIO PUBLIC WORKS COMMISSION DEBT

- 7.1. The County is currently indebted to the Ohio Public Works Commission (hereinafter

"OPWC") in the original amount of \$150,000.00, which indebtedness was incurred for the Lowden Sewer System.

- 7.2. The City agrees to assume the OPWC Loan upon execution of this Agreement, and shall be responsible for payment of all such debt upon the terms and conditions applicable to the same, and the County shall be removed as the obligor on such Loan.
- 7.3. In the event that the City is unable to assume such loan, it shall pay off such debt, in full, and hold harmless the County with relation thereto upon execution of this Transfer Agreement.

SECTION 8



- 8.1. County Surcharge and City Rates for County Residents. The City shall charge such rates to customers outside of the City as the City and its council determine. The County shall have no input in the rates set by the City.
- 8.2. County Customers, Annexation. Outside Customers connected to the County Systems, now or in the future, shall not be required by the City to annex their properties to the City in order to obtain or continue to receive such services. Notwithstanding this statement, such Customers, in their discretion, shall have the right to pursue annexation of their property into the City of Dover pursuant to annexation procedures in ORC Chapter 709 or seek to engage in merger under Ohio Law.
- 8.3. Extension of County Facilities. The City shall have the right to determine whether to extend services from the County Systems to service other areas within or outside the boundaries of the City of Dover. The City shall have jurisdiction to extend services, provide services, extend utilities, and otherwise exercise all rights and duties for wastewater and water services, unless declined as otherwise referenced in this Section 8 in the area delineated in the Dover wastewater treatment plant, 1983 facility plan, City of Dover, Ohio, that was prepared by George Fiedler and Associates, which plan is on file with the County and City herein. However, in the event that the City determines not to proceed with an extension to service with water or sanitary sewer an area outside of

- 8.3.2. The City within a reasonable period of time, not to exceed 30 days, has refused or failed to act to issue notice that it intends to in the near future to provide such extension and provide such notice to the County Sanitary Engineer that it will in the near future extend service of water or sanitary service; and
- 8.3.3. The cost of the planning and construction of such extension is paid for at the sole cost and expense of the County; and
- 8.3.4. The City has approved the plans for such extension, which such approval should not be withheld unless such design does not comport with sound engineering practices or principles or such design would cause the City to exceed designed capacities of current system users, and the County is unwilling to pay for the upgrade or improvement of the same to expand such City capacities.
- 8.3.5. Such extensions shall be completed solely in accordance with the County's construction and materials specifications.

In the event that the County constructs any such extension, the customers of any such extension shall be subject to such terms related to their fees, charges, rates, and surcharges as thereafter shall be negotiated between the parties with relation to such customers.

- 8.4. Governing Law. This Agreement shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio. The parties submit to the personal jurisdiction of the state and federal courts for Tuscarawas County, Ohio.
- 8.5. Permits. The City is responsible for obtaining all federal, state and local permits and licenses that may be required for operations and management of the County Systems. The County shall use best efforts to assist the City to obtain the same for no further consideration.
- 8.6. EPA Regulation. The City shall operate and maintain all County Systems in accordance with the Ohio Environmental Protection Agency's requirements.
- 8.7. Severability. If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.
- 8.8. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

- 8.9. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and may not be modified orally, but only by agreement in writing signed by both parties.
- 8.10. Assignment. Neither party shall have the right to assign this Agreement to a non-affiliated third party without the prior written consent of the other party.
- 8.11. Remedies. The County acknowledges that its respective covenants contained in this Agreement constitute a material inducement for the City to enter into this Agreement. The County further acknowledges that if the County breaches any covenants and agreements contained in this Agreement, the injury that will be suffered by the City will be irreparable and the City will not have an adequate remedy at law. The parties agree that in the event of such a breach, the City shall be entitled to relief by way of injunction from any court of proper jurisdiction (with or without bond), to enforce the agreements and covenants set forth in this Agreement, in addition to all other rights that the City may have at law or in equity.
- 8.12. Further Assurances. The parties agree without expense to the other party (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.
- 8.13. Rights of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns. Nor is anything in this Agreement intended to release or discharge the obligation or liability of any third persons to any party to this Agreement.
- 8.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement.
- 8.15. Authority Under Ohio Law. Nothing contained in this Agreement may be construed so as to limit the authority of either the County or the City under Ohio law.
- 8.16. Term. This Agreement shall remain in full force and effect as long as the City, or its successor or assigns continues to own, operate or utilize any of the facilities of the County Systems being transferred under this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the COUNTY signs this Agreement.

The CITY OF DOVER

By: _____
Mayor

DATE: _____

Approved as to Form:

By: _____
City Attorney

DATE: _____

BOARD OF COUNTY COMMISSIONERS OF TUSCARAWAS COUNTY

By: _____
President

DATE: _____

Approved as to Form:

By: _____
Attorney for County

DATE: _____

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of the City of Dover ("Dover") under the foregoing Transfer Agreement, hereby certifies that the moneys required to meet the obligations of the _____ during the year ____ under the aforesaid Agreement have been lawfully appropriated by the City of Dover for such purposes and are in the treasury of Dover, or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Date

Fiscal Officer, City of Dover

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of Tuscarawas County ("County") under the foregoing Transfer Agreement, hereby certifies that the moneys required to meet the obligations of the _____ during the year ____ under the aforesaid Agreement have been lawfully appropriated by Tuscarawas County for such purposes and are in the treasury of the County, or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Date

Fiscal Officer, Tuscarawas County

ROLL CALL:

Kerry Metzger, yes;
Chris Abbuhl, yes;
Belle Everett, no;

RESOLUTION (577-2016) ESTABLISH FUND – SEWER RATE SUBSIDY FUND

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to establish the SEWER RATE SUBSIDY FUND as per the Tuscarawas County, City of Dover Water and Sanitary Sewer Systems Transfer Agreement with an appropriation of \$152,000 in the subsidy expense line item.

This fund will be utilized to subsidize on an annual basis, for so long as monies remain in the Subsidy Fund, an amount of money that would be credited to the sewer bills of the transferred customers to maintain their bills at a monthly amount to increase by no more than \$3 per month, per year, over the County's monthly sewer charge, for a period not to exceed 5 years. This fund will only be for the customers who are transferred to Dover.

Thereafter, whenever the City seeks to establish or increase rates for the customers hereunder transferred the City shall first notify the County of the same, including the amount and percentage of such rate or increase, and give the County the opportunity to pay the credit for such customers as hereafter set forth.

If at the end of the 5 year period, any money remaining in the Subsidy Fund will be returned to the Sewer District's operating and/or capital funds as deemed appropriate.

VOTE:

Kerry Metzger, yes;

Chris Abbuhl, yes;

Belle Everett, yes;

RESOLUTION (578-2016) AGREEMENT AABIC ROOFING & EXTERIORS, INC.

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

AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of June 20th, 2016 (the "Effective Date"), entered into by and between the Tuscarawas County Board of County Commissioners ("Commissioners") and Aabic Roofing and Exteriors, Inc. ("Aabic") (referred to individually as a "Party" and collectively as the "Parties").

RECITALS:

A. The Commissioners and Aabic entered into an agreement dated September 12, 2012, for Aabic to provide a roof coating on the Tuscarawas County Office Building, Court House Annex (the "Project") located at 125 East High Avenue, New Philadelphia, Ohio (the "Building").

B. Aabic performed the labor to coat the roof with Polarhide materials (the "First Application"), which materials the Commissioners have alleged failed to adhere properly to the roof of the Building.

C. The Commissioners threatened to commence suit against Aabic and Polarhide relevant to the allegedly failure of the Polarhide product to properly adhere to the roof; in lieu of taking legal action, the parties agreed that Polarhide would provide new material for application to the roof and Aabic would apply the material to the roof of the Building.

D. The Parties hereby desire to resolve all matters and issues actually or potentially in controversy between them pursuant to the terms of this Agreement.

AGREEMENT:

In consideration of the obligations and undertakings herein set forth, the Parties agree as follows:

1. **Materials.** In November 2015, Polarhide provided Aabic with material labeled "Top Coat", which it believes to be an elasotmeric paint, for the purpose of application upon the roof of the Building ("Material"). Aabic stored this material in warm storage since receipt.
2. **Services.** Aabic agrees to provide labor to apply the Material to the roof of the Building (the "Services"; the "Second Application"), which Aabic shall perform at no cost to the Commissioners. In exchange for Aabic's Services, the Commissioners agree to release Aabic from any liability related to the First Application.
3. **Representation.** Aabic's sole responsibility with respect to the Second Application shall be to apply the Materials in a workmanlike manner. This representation of Services shall remain valid for a period of one year. Any claim against Aabic alleging that Service is not performed in a workmanlike manner shall be made immediately in writing to Aabic upon discovery. If any Service fails to conform to the representation herein, Aabic, at Aabic's option, may re-perform the Services as it deems necessary to correct any such nonconformity.
4. **Limitation of Remedies.** THE LIABILITY OF AABIC WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, OR OTHERWISE SHALL NOT EXTEND BEYOND ITS OBLIGATION TO PERFORM THE SERVICES. AABIC SHALL NOT BE LIABLE FOR ANY COST COMMISSIONERS MAY INCUR IN PERFORMING THE SERVICES ON ITS OWN OR PAYING

ANOTHER PARTY TO PERFORM THE SERVICES, AND SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

5. **No Warranty.** WITH THE EXCEPTION OF THE SPECIFIC RESPONSIBILITY TO APPLY THE MATERIALS IN A WORKMANLIKE MANNER, NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE MADE BY AABIC IN CONNECTION WITH THE SERVICES OR THE MATERIALS, AND IN CONNECTION WITH THE MANUFACTURE, INCORPORATION, OR USE OF ANY PART OR MATERIAL EMPLOYED IN THE COURSE OF PERFORMING THE SERVICES AND ALL SUCH REPRESENTATIONS, GUARANTEES, OR WARRANTIES ARE EXPRESSLY DISCLAIMED. NO EMPLOYEE, DISTRIBUTOR, OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY ON BEHALF OF AABIC.
6. **Release.** The Commissioners hereby release and discharge Aabic, its members, officers, representatives, attorneys, employees, contractors, insurers, and agents, and each of them in both their official and individual capacities from any and all claims, demands, debts, damages, expenses, reimbursements, promises, liabilities, obligations, actions, omissions, causes of action or suits at law or in equity (collectively referred to as "Claims"), of any and every kind, nature, or description whatsoever, which the Commissioners may have had, now have or may now or hereafter have or assert on account of any matter whatever arising from the beginning of time through the date of this Agreement, inclusive, whether such claims be known or unknown, knowable, or unknowable, suspected or unsuspected, which were or could have been asserted (whether arising under any written agreement, statute, or common law) relevant to the First Application.
7. **No Admission.** This Agreement constitutes the compromise and settlement of disputed claims, and is entered into to avoid the cost and uncertainties of litigation. This Agreement is neither intended by the Parties nor is it to be interpreted by any person as either an express or implied admission by the Parties of any liability whatsoever and the Parties expressly deny any and all such liability.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Claims and Services, the First Application, and the Second Application, and supersedes all prior written or oral agreements or understandings and negotiations between the Parties.
9. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors and assigns, and shall not be modified or amended, except by a subsequent written agreement signed by the Parties.
10. **Costs, Fees, Expenses.** Each Party will pay for all costs, expenses and attorneys' fees incurred in reaching this Agreement, without seeking any reimbursement from the other Parties.
11. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.
12. **Multiple Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Signed electronic or facsimile versions of this Agreement shall also constitute an original.

[Signature page to follow]

[Signature page to Agreement between Tuscarawas County Board of County Commissioners and Aabic Roofing and Exteriors, Inc.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

Tuscarawas County Board of County Commissioners

By: Kerry Metzger
Kerry Metzger, President

6/20/2016
Date

Aabic Roofing & Exteriors, Inc.

By: _____
D. Isaac White, President

Date

4811-1147-9858, v. 1

VOTE:

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

RESOLUTION (579-2016) SET PUBLIC HEARING – PROCEDURE TO PROCURE CONSTRUCTION CONTRACTS/SERVICES

TUSCARAWAS COUNTY BOARD OF COMMISSIONERS

A RESOLUTION AUTHORIZING THE ADVERTISEMENT ON THE HOLDING OF PUBLIC HEARING REGARDING THE PASSAGE OF A RESOLUTION TO SET PROCEDURES FOR PROCURING CONSTRUCTION CONTRACTS/ SERVICES AND PROVIDING FOR PUBLIC HEARINGS FOR SAID ISSUE

The Board of Tuscarawas County Commissioners met in regular session on the 20th day of June, 2016, with the following members present: Kerry Metzger, Chris Abbuhl, Belle Everett.

Ms. Everett moved the adoption of the following:

Resolution

WHEREAS, it is the desire of this Board to consider passage of a Resolution to set the procedures for procuring construction contracts/services:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Tuscarawas County, Ohio, as follows, to-wit:

Section 1. The public hearing concerning the Resolution to set procedures for procuring construction contracts/services be held on **July 21, 2016**, at **9:30 a.m.**, in the William E. Winters' Board Room, Tuscarawas County Office Building, 125 East High Avenue, New Philadelphia, Ohio.

Section 2. The Acting Clerk of this Board shall advertise the hearings on **June 28, 2016**, and **July 5, 2016**, in *The Times-Reporter*, a newspaper of general circulation in Tuscarawas County, Ohio.

Mr. Abbuhl seconded the Resolution and the vote resulted as follows:

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

Maria Lautenschleger, Clerk
Board of Tuscarawas County
Commissioners

Resolution (579-2016) adopted **June 20, 2016**.

RESOLUTION (580-2016) APPOINT EVERETT – TUSCARAWAS ARTS PARTNERSHIP

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to appoint Commissioner Belle Everett to serve on the Tuscarawas Arts Partnership representing the Tuscarawas County Commissioners. Tuscarawas Arts Feasibility study proved that a county-wide arts agency would provide benefit to county artisans and residents. The Tuscarawas Arts Partnership was formed in February 2016. The mission is to create environments that awaken, empower, and inspire with a vision to promote visible, sustainable, local arts culture through advocacy, education and funding.

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

**RESOLUTION 581-2016
TUSCARAWAS COUNTY BOARD OF COMMISSIONERS**

**A RESOLUTION AUTHORIZING THE CLERK OF THE BOARD
OF TUSCARAWAS COUNTY COMMISSIONERS TO
ADVERTISE THE HOLDING OF PUBLIC HEARINGS REGARDING
THE ENACTMENT, VIA RENEWAL, OF COUNTY PERMISSIVE SALES
AND USE TAXES PRESENTLY LEVIED AND SET TO EXPIRE
ON DECEMBER 31, 2017, AND PROVIDING FOR PUBLIC
HEARINGS ON THE TAX LEVY**

The Board of Tuscarawas County Commissioners met in regular session on the **20th** day of **June, 2016**, with the following members present: Kerry Metzger, Chris Abbuhl, Belle Everett. Ms. Everett moved the adoption of the following:

Resolution

WHEREAS, it is the desire of this Board to consider continuing the levying of the following taxes:



1. Permissive sales tax as set forth in R.C. 5739.021;
2. The permissive use tax as set forth in R.C. 5741.021;

Presently levied and set to expire on 12/31/17 under Commissioner’s Resolutions number 100-2007 and 028-2007, for the purpose of continuing to provide general revenue for the county and paying the costs of enforcing and administrating the taxes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Tuscarawas County, Ohio, as follows, to-wit:

Section 1. The public hearings concerning the taxes be held on **July 18, 2016**, at **1:30 p.m.**, and **July 25, 2016**, at 7:00 p.m., in the William E. Winters’ Board Room, Tuscarawas County Office Building, 125 East High Avenue, New Philadelphia, Ohio.

Section 2. The Clerk of this Board advertise the hearings on **June 28, 2016**, and **July 5, 2016**, in *The Times-Reporter*, a newspaper of general circulation in Tuscarawas County, Ohio.

Mr. Abbuhl seconded the Resolution and the roll call being called upon its adoption, the vote resulted as follows:

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

Maria A. Lautenschleger, Clerk
Board of Tuscarawas County
Commissioners

Resolution (581-2016) adopted **June 20, 2016**.

This Resolution was prepared and approved as to form by the office of the Tuscarawas County Prosecutor, Robert R. Stephenson II, Assistant Prosecuting Attorney.

RESOLUTION (582-2016) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer	P20-P99	P20-P41	\$16,000.00	Transfer Out

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

RESOLUTION (583-2016) BEFORE & AFTER EXPENDITURES

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

George R. Nichols II (Public Defender)	2,500.00
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VOTE: Kerry Metzger, yes;
Chris Abbuhl, yes;
Belle Everett, yes;

RESOLUTION (584-2016) PAYMENT OF BILLS

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

911

Ohio State Highway Patrol	LEADS	600.00
Language Line Services	Interpreter for 911 Calls	65.34
American Electric Power	Tower Electric	479.90
Guernsey Muskingum Electric	Tower Electric	290.65
APCO Headquarters	Instructor Training/Re-Certifications	180.00

Auditor

Harris Computer Systems	Payroll Support	3,398.60
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Child Support

American Electric Power	Electric	1,455.92
Verizon Wireless	Broadband Wireless Service	80.30
Total First Aid	Supplies	89.85
Schoenbrunn Pest Control	Pest Control	35.00
ODCA Canton/Cleveland District	Registration	20.00

Commissioners

First Communications	Long Distance/Veterans	44.15
First Communications	Long Distance/Switchboard	115.57
Frontier	Service/216.014.8124.092198.5	598.00
Harris Battery	Supplies	452.44
Hicks Roofing	Repairs/CH	835.80
American Electric Power	Electric/125 EH	6,099.17

Community & Economic Development

Frontier Communications	Service/Fax Line	51.31
Times Reporter	Legal Ad/CDBG	230.95
Tusc Co CIC	Operating/Marketing Expenses	25,000.00

Dog Pound

First Communications	Long Distance	13.38
Parkway Auto Group	Service/Oil Change	41.19

Job & Family Services

Christopher & Stacy Troyer	Transportation	61.36
Walmart Community	Prevention/Clothes & Booster Seat	60.08
Brain Balance Centers of OH	PASSS	1,186.40
SC DHEC	Birth Certificates	12.00
Sandra mann	KPIP	600.00
Fred & Joy Smart	KPIP	600.00
Thomas Cannon	Travel	163.30
Nichole John	Travel	185.38
Karen Quinlan	Travel & Training	256.96
Tusc Co Water & Sewer	Pump Station Maintenance	150.00
Go Shred	Paper Shredding	399.50
Graphic Enterprises	Copier Contract Payment	28.80
Pathway Caring for Children	Purchased Care	120,447.08

Juvenile/Probate

Independence Business Supply	Supplies	44.17
Jane Gingrich	Travel	28.00
Jane Gingrich	Guardianship Investigation Fees	125.00
Jane Gingrich	Guardianship Investigation Fees	125.00

Prosecutor

Robert Stephenson II	Travel	227.17
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Sheriff



Watch Systems	Community Notification Services	250.00
Sirchie	Supplies	1,080.25
Hilscher Clarke	Sound Detection in Booking Area	1,375.00
Culligan Water	Water Softener Replacement	5,340.00
Matt Stein	Reimb/Car Rental to Transport Prisoner	61.26
NP Water Dept	Water	2,027.68

Southern Court		
American Electric Power	Electric	788.07
Matthew Bender & Co	Legal Books	82.08
Maurer Brothers Plumbing	Repairs	160.00

Water & Sewer		
Osters	Material	49.12
Staples	Supplies	100.12
Northeast OH Natural Gas	Utility	30.35
Downtown Ford	Repairs	592.32
Hydraflo	Materials	86.53

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

NO OTHER FURTHER COMING BEFORE THE BOARD.

RESOLUTION (585-2016) ADJOURN

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to adjourn at 2:00 p.m. to meet in Regular Session, Thursday, the 23rd day of June, 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 Abbuhl
Belle Everett

Attest: Maxia Lautenschlager
Clerk of the Board