

June 30, 2016

Agenda

Pledge of Allegiance

Approve Minutes

Transfer of Funds (2)

Supplemental Appropriation (4)

Interfund Transfer/Advance

Before & After Expenditures

Accept Proposal – Widder Architectural Services

Authorize Services – Ward & Emler Surveying, Inc.

Approve Agreement – Vadose Environmental Consultants, Inc. (145 1st Drive NE)

Approve Agreement – Vadose Environmental Consultants, Inc. (160 1st Drive NE)

Accept Credit Card Policy - TuscBDD

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 30th DAY OF JUNE, 2016, WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Belle Everett

Commissioner Abbuhl presiding.
Commissioner Metzger absent-vacation

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

RESOLUTION (612-2016) APPROVE MINUTES

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

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

RESOLUTION (613-2016) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Common Pleas	T35-T03	T35-T10	\$2,000.00	Contract/Services
Common Pleas	A02-B19	A02-B10	\$575.00	Travel

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

RESOLUTION (614-2016) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer	Q75-Q99	Q75-Q65	\$105,000.00	Construction
Juvenile/Probate	M51-M11	M51-M06	\$200.00	Ind.Guardianship-Travel
Juvenile/Probate	M51-M11	M51-M01	\$500.00	Ind.Guardianship-Contract Services
Commissioners	A18-A00	A01-A09	\$196.00	Printing & Advertising
Commissioners	U40-U10	U40-U20	\$5,000.00	Maintenance Facilities

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

RESOLUTION (615-2016) INTERFUND TRANSFER/ADVANCE

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

Treasurer, Tusc. Co. Sewer (P20) to Sewer (Q85) \$16,000.00

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

RESOLUTION (616-2016) BEFORE & AFTER EXPENDITURES

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

Rachel Fetty (Juvenile/Probate)	149.38
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VOTE: Kerry Metzger, absent;
Chris Abbuhl, yes;
Belle Everett, yes;

RESOLUTION (617-2016) ACCEPT PROPOSAL – WIDDER ARCHITECTURAL SERVICES

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

B.A. WIDDER
Architectural Services
Commercial, Industrial, & Residential Design

407 4th Street NW Suite B New Philadelphia, Ohio 44663
Phone 330-339-4054 Fax 330-339-4219 e-mail: bruce@bawidderarch.com

PROPOSAL

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

June 28, 2016

Re: Fair and 1st Drive Property

Dear Sir:

The undersigned proposes to furnish the following to complete the above named project:

1. Provide structural review and prepare report.
2. Provide code review and prepare report.

Any additional work or revisions can be completed on a per hour basis, plus materials and equipment.

All of the above work to be completed in a substantial and workmanlike manner for the total

Fixed Fee of One Thousand Two Hundred (\$1,200.00) Dollars.

Payments to be made each month as the work progresses to the value of ONE HUNDRED (100%) per cent completed. The entire amount of the contract to be paid within 30 days after substantial completion. 1 1/2% per month will be charged on unpaid invoices 30 days after date of invoice.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing.

Liability of project is not to exceed the actual cost of the problem and not to exceed the architectural services' fee.

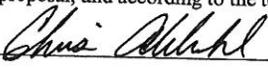
Respectfully submitted,

B. A. WIDDER ARCHITECTURAL SERVICES, LLC
407 4TH STREET NW SUITE B
NEW PHILADELPHIA, OH 44663

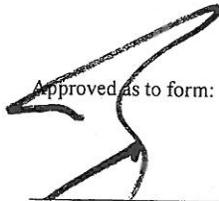

BRUCE A. WIDDER

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.


DATE 6/30/2016

Approved as to form:


Assistant Prosecuting Attorney

VOTE:

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

RESOLUTION (618-2016) AUTHORIZE SERVICES – WARD & EMLER SURVEYING, INC.

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

Samuel C. Ward, P.S.
Randall A. Emler, P.S.

WARD & EMLER SURVEYING, INC.

*Professional Land Surveyors
113 Third Street SE
New Philadelphia OH 44663-2512
(330) 364-5866 (voice)
(330) 364-1107 (fax)
Website: www.surveyorsohio.com
E-mail: wesurvey@frontier.com*

James R. Fouts, P.S.
R. Aaron Wells, P.S.

June 23, 2016

Donna Beitzel
RE: Maren Properties LLC

Donna

After reviewing the deed date for AP# 43-00592.000, 43-02044.000, 43-01508.000 and 43-01509 I have determined a cost of \$800.00 to survey the tracts and provide a new legal description. I appreciate your consideration for this project and if you desire for us to schedule this, please contact me at your earliest convenience.

Respectfully

Samuel C. Ward
Professional Surveyor #7356

VOTE:

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



13. Notices. All notices required or permitted to be given hereunder shall be sent by certified, first class mail, return receipt requested, postage prepaid, or by telecopy if confirmed by such mail, or by personal delivery, addressed as follows:

(a) If to the Consultant:

William L. Ullom, III, President
Vadose Environmental Consultants, Inc.
536 South Main Street, Suite 801D
Akron, Ohio 44311

(b) If to the Client:

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

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or understandings, oral or written, express or implied (including, without limitation, any bid, proposal or information contained in promotional literature), between the parties with respect to the subject matter hereof.

15. Amendment and Waiver. This Agreement shall not be amended or modified in any respect except by a written instrument signed by the parties hereto. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Ohio.

17. Invalid or Unenforceable Provisions. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid or unenforceable provisions were omitted.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CONSULTANT

CLIENT

VADOSE ENVIRONMENTAL CONSULTANTS, INC.

TUSCARAWAS COUNTY COMMISSIONERS

By: James H. Fisher
Title: Project Manager

Chris Abbuhl
By: Chris Abbuhl
Title: Commissioner

Approved as to form:

Assistant Prosecuting Attorney

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EXHIBIT A
SCOPE OF THE SERVICES AND JOB SITE

The Services shall be known as VADOSE Project #2016151 and shall be a Phase I Environmental Site Assessment of real estate encompassing Tuscarawas County Parcels #43-02044-000, #43-00593-000, #43-01508-000, #45-01509-000, 145 1st Drive Northeast, New Philadelphia, OH (the "Job Site"). The Scope of Services shall be limited to a Phase I Environmental Site Assessment conducted pursuant to ASTM Standard E1527-13.

Each report will include an appendix containing a certificate of professional errors and omissions liability insurance in the amount of \$2 million.

The report of Services shall be certified to TUSCARAWAS COUNTY COMMISSIONERS.

The Client shall supply or cause to be supplied copies of the following information, if existing and available, for use by the Consultant:

- Legal description of the Job Site;
- Chain of title as may be available;
- Most recent purchase agreement and real estate appraisal, as may be available (per requirement of ASTM E1527-13);
- Any permits such as sewer permits, discharge permits and any other permits, if any, to operate on the Job Site, as may exist and may be available on file;
- Prior environmental site assessments, as may exist and may be available; and
- Underground storage tank records, if any, as may be available.

--- End of Scope of Services and Job Site ---

EXHIBIT B
COMPENSATION AND PAYMENT TERMS

Compensation to the Consultant for the Services shall be a fixed fee of \$1,700 (one thousand seven hundred even dollars), plus time and expenses, IF ANY, required for Agency records review at nearest Ohio EPA district office per ASTM Standard E1527-13, if that review becomes necessary, in an amount not to exceed \$200 (two hundred even dollars). That additional cost, IF ANY, of on-site review of Agency records will result in an additional charge covering the cost of said review.

Invoiced amounts will be due and payable as of the date of the invoice for Services. Any unpaid balance beyond 30 days of the date of the invoice will be subject to a Finance Charge of 1.5% per month which is an A.P.R. (Annual Percentage Rate) of 18%. The Client herein specifically agrees to pay any and all amounts invoiced including collection fees and related legal and professional fees and court costs incurred by the Consultant in effort to collect any amounts due and payable as specified in this Agreement.

--- End of Compensation and Payment Terms ---

2016/06/30

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VOTE:

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

RESOLUTION (620-2016) APPROVE AGREEMENT – VADOSE ENVIRONMENTAL CONSULTANTS, INC. (160 1ST DRIVE NE)

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

VADOSE ENVIRONMENTAL CONSULTANTS, INC. ENVIRONMENTAL AND ECOLOGICAL CONSULTANTS 528 South Main Street, Suite 801D AKRON, OHIO 44311 (330) 782-8708 www.vadose.com

ENVIRONMENTAL SERVICES CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into as of the 24th day of June, 2016 by and between VADOSE ENVIRONMENTAL CONSULTANTS, INC., (the "Consultant") TUSCARAWAS COUNTY COMMISSIONERS (the "Client").

WHEREAS, the Consultant has certain experience, knowledge and expertise related to the performance of environmental services;

WHEREAS, the Client desires to engage the Consultant to perform various consulting services as an independent contractor;

WHEREAS, it is understood by the Client that no services can absolutely guarantee that any substances will or will not be present; and

WHEREAS, the Consultant is ready and willing to perform according to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the above-described premises, the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Consultation. During the term of this agreement, the Consultant shall perform environmental services (the "Services") for the Client, the scope of which is described in Exhibit A hereto, at the location or locations identified on Exhibit A (the "Job Site").

2. Term. The Consultant shall conduct the Services as described in Exhibit B of this Agreement until completion of the Services on or about 8 to 10 working days, more or less, after the date of execution of this Agreement and payment referenced above, pending timely receipt of information requested from third party sources including timely scheduling of formal file review, if required, at regulatory agencies of jurisdiction.

3. Compensation. The Client shall pay the Consultant the amounts provided in Exhibit B hereto, upon the terms and conditions set forth therein.

4. Standard of Performance. The Consultant agrees to perform its services in accordance with the standards for such professional services which prevail in the industry during the term of this Agreement. No other warranty or representation of the Consultant, express or implied, is included in this Agreement or is intended in any proposal, contract, report or other communication between the Consultant and the Client.

5. Job Site Information and Documents. The Client shall furnish or use reasonable efforts to cause to be furnished to the Consultant all documents and information known to the Client which relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances or waste which is now or has been at any time in the past at, on or under the Job Site. In addition, the Client will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface or subsurface conditions at the Job Site in the possession of the Client which may be necessary or useful to the Consultant in the Conduct of the Services. The Consultant shall be entitled to rely upon documents and information provided by the Client in conducting the Services and the Consultant assumes no responsibility or liability for the accuracy or completeness of such documents and information, or for any impact upon the Services which is in any way caused by or related to the inaccuracy or incomplete nature of any such documents or information. Documents provided by the Client will remain the property of the Client. Work product will remain the property of the Consultant.

6. Access to Job Site. The Client hereby grants to the Consultant, its officers, employees, agents and subcontractors, if any, the right, authority, and permission to enter, to remain upon and to exit the Job Site at the convenience of the Client and the Consultant, at any hour of the day or night during the term of this Agreement, for the purpose of performing the Services and for matters incidental thereto.

7. Job Site Activities. The Consultant shall be responsible only for its activities and those of its employees on the Job Site. Neither the activities nor the presence of the Consultant on the Job Site shall either imply that the Consultant controls the operations of others thereon, or be construed as an acceptance by the Consultant of any responsibility for Job Site safety. In addition, it is understood and agreed that the Consultant is not, and has no responsibility as, a handler, generator, operator, treator, storer, transporter or disposer of hazardous or toxic substances or waste found at the Job Site.

8. Confidentiality. In the event that the Client has paid the Consultant the amounts provided in Exhibit B hereto, upon the terms and conditions set forth herein, the Consultant shall treat as confidential and proprietary and shall not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform its obligations pursuant to this Agreement or as may be required by law, any information (including but not limited to any data, results, reports, records, documents, work product and other descriptive materials, and documents and information furnished to the Consultant by the Client) concerning the Services without in each instance securing the prior written consent of the Client. This section shall not prevent the Consultant from disclosing to others or using in any manner information which:

- (a) has been published and has become part of the public domain (other than by acts, omissions or fault of the Consultant);
(b) has been furnished or made known to the Consultant by third parties (other than those acting, or who have acted directly or indirectly for or on behalf of the Consultant) as a matter of legal right without restriction on its disclosure; or
(c) was in the possession of the Consultant prior to the disclosure thereof by the Client.

9. Indemnification. The Consultant shall defend, indemnify and hold the Client harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Client, its officers, employees, agents or subcontractors, arising out of or resulting from the performance of the Services, whether or not such claims, damages, losses, costs and expenses are caused in whole or in part by the negligence, active or passive, of the Client, its officers, employees, agents or subcontractors, or by the negligence, active or passive, of the Consultant, its officers, employees, agents or subcontractors, or by the negligence, active or passive, of any third party, or by any combination of the foregoing.

10. Limited Liability and Remedy. (a) The Consultant shall not be liable to the Client, or to anyone who may claim any right due to his relationship with the Client, for any acts or omissions in the performance of the Services, including without limitation: (i) the accuracy or completeness of the Services, (ii) the failure to discover any existing substances due to the imposition by the Client of limits on the scope of the Services or for any reason, or (iii) the failure to discover substances which migrate beneath the Job Site subsequent to the completion of the Services.

(b) Except as provided in subsection (c) below, in no event shall the Consultant be liable for damages of any nature, whether direct, indirect, incidental or consequential, including but not limited to any damages resulting from any error, omission or inaccuracy in the performance of the Services or in any report of the results of the Services, or resulting from the presence of any hazardous or toxic substances or waste at, on or under the Job Site at any time before, during or after the term of this Agreement.

(c) The Consultant's sole responsibility and liability and the Client's exclusive remedy, for any breach of this agreement by Consultant or for damages of any nature, shall be the return of compensation (without interest) paid to Consultant.

11. Independent Contractor. The Consultant is an independent contractor retained to perform the Services, and is not an employee, partner or joint venturer of the Client. The Consultant has no right or authority to sign or create any obligations or responsibility, express or implied, on behalf of or in the name of the Client in any manner whatsoever, without the express prior written consent of the Client.

12. Personal Services. This Agreement is a personal services contract, and it is expressly agreed that the rights and interests of the Client and Consultant may not be sold, transferred, assigned, pledged or hypothecated. This Agreement shall inure to the benefit of and be binding upon the parties hereto only. The parties do not intend that this Agreement should benefit any third party, and it is expressly agreed that the Consultant shall not be liable to any third party for any matter whatsoever arising out of or related to the Consultant's performance of any duty to the Client hereunder.

13. Notices. All notices required or permitted to be given hereunder shall be sent by certified, first class mail, return receipt requested, postage prepaid, or by telecopy if confirmed by such mail, or by personal delivery, addressed as follows:

(a) If to the Consultant:

William L. Ulton, III, President
Vadose Environmental Consultants, Inc.
526 South Main Street, Suite 801D
Akron, Ohio 44311

(b) If to the Client:

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

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or understandings, oral or written, express or implied (including, without limitation, any bid, proposal or information contained in promotional literature), between the parties with respect to the subject matter hereof.

15. Amendment and Waiver. This Agreement shall not be amended or modified in any respect except by a written instrument signed by the parties hereto. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Ohio.

17. Invalid or Unenforceable Provisions. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid or unenforceable provisions were omitted.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CONSULTANT

CLIENT

VADOSE ENVIRONMENTAL CONSULTANTS, INC.

TUSCARAWAS COUNTY COMMISSIONERS

By: James H. Fisher

By: *Chris Abbuhl*

Title: Project Manager

Title: *Commissioner*

Approved as a form:

[Signature]
Assistant Prosecuting Attorney

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EXHIBIT A
SCOPE OF THE SERVICES AND JOB SITE

The Services shall be known as VADOSE Project #2016152 and shall be a Phase I Environmental Site Assessment of real estate encompassing Tuscarawas County Parcel #43-04404-000, 160 1st Drive Northeast, New Philadelphia, OH (the "Job Site"). The Scope of Services shall be limited to a Phase I Environmental Site Assessment conducted pursuant to ASTM Standard E1527-13.

Each report will include an appendix containing a certificate of professional errors and omissions liability insurance in the amount of \$2 million.

The report of Services shall be certified to TUSCARAWAS COUNTY COMMISSIONERS.

The Client shall supply or cause to be supplied copies of the following information, if existing and available, for use by the Consultant:

- Legal description of the Job Site;
- Chain of title as may be available;
- Most recent purchase agreement and real estate appraisal, as may be available (per requirement of ASTM E1527-13);
- Any permits, such as sewer permits, discharge permits and any other permits, if any, to operate on the Job Site, as may exist and may be available on file;
- Prior environmental site assessments, as may exist and may be available; and
- Underground storage tank records, if any, as may be available.

--- End of Scope of Services and Job Site ---

EXHIBIT B
COMPENSATION AND PAYMENT TERMS

Compensation to the Consultant for the Services shall be a fixed fee of \$1,700 (one thousand seven hundred even dollars), plus time and expenses, IF ANY, required for Agency records review at nearest Ohio EPA district office per ASTM Standard E1527-13, if that review becomes necessary, in an amount not to exceed \$200 (two hundred even dollars). That additional cost, IF ANY, of on-site review of Agency records will result in an additional charge covering the cost of said review.

Invoiced amounts will be due and payable as of the date of the invoice for Services. Any unpaid balance beyond 30 days of the date of the invoice will be subject to a Finance Charge of 1.5% per month which is an A.P.R. (Annual Percentage Rate) of 18%. The Client herein specifically agrees to pay any and all amounts invoiced including collection fees and related legal and professional fees and court costs incurred by the Consultant in effort to collect any amounts due and payable as specified in this Agreement.

--- End of Compensation and Payment Terms ---

201412.COM

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VOTE:

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

RESOLUTION (621-2016) ACCEPT CREDIT CARD POLICY –TuscBDD

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

TUSCARAWAS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**POLICY: 1.5****CREDIT CARDS****I. Purpose:**

The purpose of this policy is to provide for the use of credit cards as a tool for purchasing goods and services pre-approved by the Board via the purchase order process.

II. Definitions:

A. "Board" means the Tuscarawas County Board of Developmental Disabilities.

III. Policy:

- A. An agency Visa or MasterCard may be opened to facilitate the purchase of goods and services online, at local stores, and at hotels when travel is required. In addition, credit card accounts may be opened with specific vendors that will not accept purchase orders as a method of purchasing. Accounts will only be opened after all other traditional methods of government purchasing have been exhausted and only by personnel authorized under the procedures established and approved by the Superintendent.
- B. The requirements and safeguards for accessing and using such credit cards are set forth in the corresponding credit card procedure.

Adopted: March 19, 2007
 Revised: November 16, 2009
 Revised: May 16, 2016

References:**TUSCARAWAS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES****1.8 CREDIT CARD USAGE PROCEDURE**

Purpose: The purpose of this procedure is to identify the specific steps that authorized employees are to follow for the use of Board credit cards.

Definitions:

- A. "Authorized Employee" means a full-time worker on the Board's payroll that has been given permission by their supervisor to purchase using the credit card procedure.
- B. "Board" means the Tuscarawas County Board of Developmental Disabilities.

Procedure:

- A. Prior to the monthly Board meeting, each supervisor or department head planning to use the agency credit card in the month following the Board meeting will submit a list of anticipated credit card expenditures for that month via the Estimated Credit Card Expenditure Form (TCBDD:BO:012). The Board may approve the estimated expenses, revise the estimates prior to approval, or reject the expenditures entirely. The Board shall certify the amount of its determination to the Tuscarawas County Auditor. Upon receiving certification from the County Auditor on the availability of the requested funds, the Board, or its appointed designee, shall authorize the use of the agency credit card for the approved expenditures.
- B. A credit card purchase request, signed by the supervisor or department head describing the purchase must be submitted to the Business Office in advance of the purchase via the Requests for Agency Credit Card Use Form (TCBDD:BO:013). Purchase requests in excess of \$500 must be signed by the Superintendent.
- C. A purchase order request, signed by the appropriate personnel showing the requested purchase is for a legitimate purpose of the Board must be submitted to the Business Office. A purchase order will be generated by the Business Office and signed by authorized persons.
- D. The purchase order must be certified by the Tuscarawas County Auditor certifying that the amount required has been lawfully appropriated.
- E. A copy of the certified purchase order will be given to the authorized employee to purchase the item requested.
- F. On the day of purchase or on the day prior to purchase, the required credit card will be removed from the safe by a Business Office staff person and handed to the authorized employee making the purchase. The credit card must be returned to the Business Office by no later than 3:45 p.m. on the day following the purchase. The credit card must be accompanied by a receipt that itemizes the purchase.
- G. The actual credit cards will be secured in the safe located at the Service and Support Center.
- H. No late charges or finance charges shall be considered an allowable expense unless authorized by the Tuscarawas County Commissioners.
- I. **Loss or Theft of a County Credit Card:**
 - 1. Whenever any officer or employee who is authorized to use a credit card held by the Tuscarawas County Board of Developmental Disabilities Board suspects the loss, theft, or possibility of unauthorized use of the Board credit card, the officer or employee shall notify the Superintendent and the Tuscarawas County Auditor immediately and in writing.

Approved by: Natalie Lupi
 Superintendent

Revised: Natalie Lupi
 Superintendent

Revised: Kellie Brown
 Superintendent

Date: 03/20/2007

Date: 02/13/2012

Date: 05/27/2016

VOTE:

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

RESOLUTION (622-2016) PAYMENT OF BILLS

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

911

Frontier Power Co	Tower Electric	653.23
American Electric Power	Tower Electric	239.35
Cummins Bridgeway	Generator Repair	623.12
Frontier	Wireless Tariff	544.32

Auditor

Jerry Destafani	Reimb/Supplies	23.08
Jerry Destafani	Reimb/UPS Weights & Measures	124.43
Test Measure Repair	Prover S/N Test Measures	400.00
Test Measure Repair	Prover S/N Test Measures	82.61
Harris Computer Systems	Monthly Payroll Support	1,792.77

Clerk of Courts

AT & T	Service	118.95
Twin City Chamber of Commerce	Lease	350.00
Crowne Plaza	Lodging	351.51
Jeanne Stephen	Travel	180.32

Commissioners

Frontier	Service/343.3921	207.58
Frontier	Service/364.1916	56.02
Frontier	Service/364.6784	207.58
Staples Credit Plan	Smartboard Accessories	165.36
Go Shred	Shredding Services	150.00
Liberty Distributors	Supplies	330.72
Dominion East Ohio Gas	Utilities/125 EH	119.18
Office Max	Supplies	308.80
Dominion East Ohio Gas	Utilities/107 EH	122.20
Blasenhauer Plumbing	Courthouse Boiler Project	13,300.00
Blasenhauer Plumbing	Repairs/CSEA	280.35
Hanna Campbell & Powell	Legal Services/WC-Berkshire	585.00
American Electric Power	Electric/Veterans	264.47
Frontier	Service/364.8811	866.43
American Electric Power	Electric/JFS Light	73.52
American Electric Power	Electric/JFS	2,585.53
Chris Abbuhl	Reimb/Fuel	10.00
Hillyard Ohio	Supplies	442.88
American Electric Power	Electric/NJNP	71.60

Common Pleas

Thomson Reuters	Legal Publications	91.50
Thomson Reuters	Legal Publications	360.50
NACM	Annual Membership	125.00
Copco	Toner	59.99

Community & Economic Development

WE Quicksall & Associates	Engineering Services/CDBG	17,265.00
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Community Corrections

Comdoc	Annual Copier Maintenance Contract	905.40
Ohio Chief Probation Officers Assoc	Annual Line Officer Training	480.00
Subway	Offender Incentives	1,600.00

Dog Pound

American Electric Power	Electric	600.71
Frontier	Service	59.81
Town & Country Vet Care	Medical Care	268.28

Emergency Management

Independence Business Supply	Equipment/Chairs for EOC	4,999.85
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Engineer		
Jims Towing	Emergency Towing	500.00
Erbco Custom Cover	Cover for Chipper	58.00
MNJ Technologies	Replace Two Work Stations	2,251.00
Asphalt Materials	Mat'l per bid	218,914.49
Dominion East Ohio Gas	Service	66.15
Independence Business Supply	Supplies	39.12
Clark Company/Clark Clay	Mat'l per bid	9,814.80
Information Technology		
Staples	Supplies	110.99
Job & Family Services		
Joseph & Aron Satterfield	FC Clothing Reimb	14.32
Luke & Megan Kneuss	Water Sample Test	20.00
Jacob & Marilyn Miller	Bacteria Sample Test	100.00
Jacob & Marilyn Miller	FP Training Stipend	720.00
Lois Grandison	FP Training Stipend	360.00
Luke & Megan Kneuss	FP Training Stipend	720.00
Business Card	Adoption Incentive	719.94
Kyler Pringle Lundholm Durman	Non-Recurring Adoption Expenses	1,291.50
Chrysalis Counseling Center	FACES/Drug Assessment	1,050.00
Raymond & Laura Miller		
US Postal Service	Transportation	44.16
US Post Office	Postage by Phone	2,500.00
Dawn Furniss	Business Reply	1,000.00
Nicole Peoples	Travel	15.00
Susan Archer	Travel	8.14
Rachel McLandsborough	Travel & Training	59.20
Veronica Novak	Travel	13.69
Melinda Ricker	Travel	15.00
Raymond & Laura Miller	Travel & Training	64.70
The First National Bank of Dennison	Transportation	52.99
Lakiya Ivery	Client Account Statements	50.00
	Diversion	473.00
Law Library		
Richard Taps Esq	OH Medicaid Manual	295.00
Daniel Loibl	Supplies	39.99
Park Department		
Northeast Outdoors	41 Fishing Rod Combos (ODNR Grant)	512.09
Prosecutor		
Ohio Advocate Network	Registration	50.00
Public Defender		
Frontier Communications	Service	322.88
Nicole Stephan	Travel	45.17
Recorder		
Xerox Business Services	Contract Services	4,258.69
Sheriff		
Warren Fire Equipment	Annual Hydro-Test	173.45
ID Networks	Annual Maintenance Agreement	3,995.00
Finlayson Towing	Tow Charges	90.00
Holmes County Sheriff's Office	Confidential Funds	1,500.00
Southern Court		
Thomas Reuters West	Legal Books	248.00
Treasurer		
Harris Computer Systems	Software Support	412.97
Water & Sewer		
HD Supply	Materials	429.43

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

OTHER BUSINESS: Commissioner Abbuhl recognized and congratulated the recent medal and award winners from Tuscarawas County that participated in the Ohio Special Olympics held at The Ohio State University, June 24-26, 2016. Commissioner Everett spoke regarding the wonderful athletes the group of Olympians are and congratulated them on their success. Commissioner Abbuhl read the following:

Athletes competed in bocce, bowling (individual), and athletics (track & field). The results by medals are as follows:

Gold: Conner DiGenova (bowling), Steve Hazelip (Shot Put), Cliff Jackson (Softball Throw), Shane Johnson (bocce), Rachel Russell (200 M Dash), Larry Schweitzer (bocce).

Silver: Craig Gordon (Mini-Javelin, 100 M Dash), Steve Hazelip (100 M Dash), Elizabeth Lippencott (400 M Walk), Allison Roth (bowling), Rachel Russell (Mini-Javelin), Lonnie Thornton (bowling), Logan Wise (Softball Throw).

Bronze: Kaylee Arthurs (100 M Dash), William Gordon (bowling), Gerald Jasper (bocce), Chelsea Lefler (bocce), Scott Morrison (bowling), Ginger Stalcup (bowling), Kershel Zehnder (Mini-Javelin).

4th Place: Kaylee Arthurs (Softball Throw), Andrew Floyd (bocce), Rodney Fuller (bocce), Travis Glasgow (bowling), Cliff Jackson (100 M Dash), Eric Lingo (bocce), Elizabeth Lippencott (Softball Throw), Samantha Thornton (bocce), Logan Wise (200 M Dash).

Fifth Place: Kershel Zehnder (100 M Dash).

Sixth Place: Steve Hazelip, Cliff Jackson, Rachel Russel, Logan Wise (4X100 Relay).

NO FURTHER COMING BEFORE THE BOARD.

RESOLUTION (623-2016) ADJOURN

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to adjourn at 9:13 a.m. to meet in Regular Session, Tuesday, the 5th day of July, 2016.

VOTE: Kerry Metzger, absent;
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, absent

Chris Abbuhl

Belle Everett

Attest: Maria Lautenschlager
Clerk of the Board