August 18, 2016

Agenda

Pledge of Allegiance

Approve Minutes

Transfer of Funds

Supplemental Appropriations (3)

Before & After Expenditures

Repay Cash Advance

Out of County Travel-EMA
Out of County Travel-Water & Sewer

Approve Agreement
Board of Tuscarawas County Commissioners & Federal Bureau of Investigation

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION ON THURSDAY THE 18th DAY OF AUGUST, 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 (749-2016) 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, yes;
Chris Abbuhl, yes;
Belle Everett, yes;

RESOLUTION (750-2016) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Board of Elections	A03-A14	A03-A15	$20.00	Unemployment

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

RESOLUTION (751-2016) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Park Department	S95-S20	S95-S17	$.40	Program Activities
Water & Sewer	P00-P34	P00-P22	$5,391.20	Contract Repairs
Juvenile Court	T22-T20	T22-T14	$12,000.00	Placement Services

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

RESOLUTION (752-2016) BEFORE & AFTER EXPENDITURES

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

Medway Drug Enforcement Agency (Sheriff)	40000.00
Dave Garbrandt (Juyenile/Probate)	161.15
Lowe's (Commissioners)	173.49
Tuscoat LLC (Commissioners)	1263.70

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

RESOLUTION (753-2016) REPAY CASH ADVANCE

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to repay a portion of a cash advance from the listed fund to the County General Fund:

From: T35 – Common Pleas Special Projects fund
To: A00 –County General
Amount: $5,000

NOTE: The total cash advance approved March 21, 2016 was $15,950.00. They are currently able to repay a portion of the total amount.

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

RESOLUTION (754-2016) TRAVEL – EMA

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

DATE: 08/26/2016
TITLE: EMAO EXECUTIVE BOARD MEETING
LOCATION: UNION COUNTY EMA
ATTENDING: PATTY LEVENGOOD
ANTICIPATED EXPENSE: Use of County Vehicle

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

RESOLUTION (755-2016) OUT OF COUNTY TRAVEL – WATER & SEWER

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the following travel request as follows:

DATE: 09/21-22/2016
TITLE: LICENSE RENEWAL CONTACT HOURS

LOCATION: NORTH CANTON, OHIO
ATTENDING: HOWARD MYERS
ANTICIPATED EXPENSE: Use of County Vehicle

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

RESOLUTIONS (756-2016) APPROVE AGREEMENT-TUSC. CO. COMMISSIONERS & FBI

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

(Revised 05/28/2014)
Standard BOA

FBI Division - Cleveland
Site Name - New Philadelphia
Site Number - CV-002
License Exp. Date - 9/30/2026

BASIC ORDERING AGREEMENT BETWEEN

Board of Tuscarawas County Commissioners

AND THE

FEDERAL BUREAU OF INVESTIGATION

This Basic Ordering Agreement (BOA) effective 10/01/2016, is between **Board of Tuscarawas County Commissioners**, hereinafter referred to as "**Licensor**," and the Federal Bureau of Investigation (FBI), hereinafter referred to as "**Licensee**."

This BOA is entered into to provide services in accordance with the following:

General Terms and Conditions described in Attachment 1;
The fees as described in Attachment 2;
The equipment described in Attachment 3.

All attachments are made a part herein.

Article I – Scope of Work

The term of this BOA is ten years from effective date October 1, 2016, through September 30, 2026.

The Licensor agrees to furnish services described herein as Licensee may order during the effective dates of the Agreement. The Licensor's obligation to the Licensee shall become effective upon the issuance date of the order.

Article II – Delivery of Services

The services specified in Attachment 1 shall be completed at New Philadelphia, located at 2565 Mathias Raceway Road, New Philadelphia, OH 44663.

Article III – Payment/Fixed Prices

The Licensee shall be entitled to purchase services listed in Attachment 1, at the fees described in Attachment 2.

Article IV – Administrative Matters

Licensor Point of Contact
Name: Larry Lindberg
Address: 125 East High Avenue
New Philadelphia, OH 44663
Phone: (330) 365-3312
Fax: (330) 365-3397
Email lindberg@co.tuscarawas.oh.us

Licensee Contract Administration Point of Contact
Name: Samantha Bingham
Address: Building 27958A
Quantico, VA 22135-001
Phone: (703) 985-6252
Fax: (703) 985-2694
Email samantha.bingham@ic.fbi.gov

Licensee Local Point of Contact
Telecommunications Manager: Paul A. Wellnitz
Address: 1501 Lakeside Avenue East
Cleveland, OH 44114
Phone: (216) 622-6854
Fax: (216) 622-6644
Email paul.wellnitz@ic.fbi.gov

(Revised 05/28/2014)
Standard BOA

FBI Division - Cleveland
Site Name - New Philadelphia
Site Number - CV-002
License Exp. Date - 9/30/2026

Each of the parties executing this Agreement on behalf of the Licensor and Licensee represents and warrants that such party (i) is a duly authorized representative, (ii) has full right and authority to enter into this Agreement, and (iii) that any person signing on behalf of such party is authorized to do so. Upon either party's request, the other party shall provide evidence reasonably satisfactory to the requesting party confirming the foregoing warranties. This BOA and attachments contain the entire agreement between the parties regarding the tower and the property for the Licensee's operations. This Agreement shall extend to and bind the heirs, executors, administrators, successors, and assignees of the parties hereto.

LICENSOR:

Board of Tuscarawas County Commissioners

BY: Kerry Metzger

DATE: 8/18/2016

LICENSEE:

U.S.DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

BY: Paul A. Wellnitz

DATE: 08/02/2016

Approved as to form:

Robert Stephenson
Assistant Prosecuting Attorney

(Revised 05/28/2014)
Standard BOA Attachment 1 – Terms

FBI Division Cleveland
Site Name New Philadelphia
Site Number CV-002
License Exp. Date 9/30/2026

ATTACHMENT 1
TERMS AND CONDITIONS

1. LICENSE

Licensor hereby gives permission, revocable and terminable as hereinafter provided, to Licensee to enter the Licensed Premises for the purpose of using it for the improvements to its communications system equipment and operations (hereinafter referred to as the "Improvements"). Said Improvements shall be located so as to not interfere with any of the Licensor's operations.

2. USE OF LICENSED PREMISES

Licensee shall be permitted to use the Licensed Premises for the operation of communications equipment and related purposes. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of Licensor.

For Rooftop installations, Licensee acknowledges that Licensor may decide, in its sole discretion, from time to time, to make repairs to the roof of the building on the Property or to replace all or part of the roof of the building on the Property. If Licensor elects to make roof repairs, Licensee shall, upon Licensor's request, and at Licensor's cost, temporarily remove or relocate Licensee's rooftop Improvements so that the roof repairs may be completed.

Licensor shall have the right to change the location of the Improvements (including relocation of Improvements on the tower to an elevation used by other Licensees) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern of the Improvements existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this agreement.

3. TERM

The initial term of this license shall run from 10/1/2016 to 9/30/2017. Licensee may extend the term of the license for up to nine additional one-year option periods. Each option period shall run from October 1 until September 30 so as to conform to the Government's fiscal year. Extension of this agreement beyond September 30 is contingent upon Congressional approval of the funding needed to cover this agreement.

Licensor or Licensee may terminate this Agreement, without cause or penalty, by giving three (3) months written notice to the other party of its termination.

☐ Licensee is required to remove all antennas and feed line upon termination of this agreement.

☐ Licensee **is not** required to remove all antennas and feed line upon termination of this agreement.

4. ACCESS

Licensor shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.

5. MAINTENANCE

Licensor, at Licensor's sole cost and expense, shall maintain the Licensed Premises at the Licensed Premises (excluding Licensee's Improvements) and the access to the Licensed Premises in good order and repair. Licensor,

(Revised 05/28/2014)
Standard BOA Attachment 1 – Terms

FBI Division Cleveland
Site Name New Philadelphia
Site Number CV-002
License Exp. Date 9/30/2026

shall, at Licensor's sole expense, provide for interior maintenance and repairs, as applicable, of the Licensed Property in accordance with generally accepted good practices. Damage resulting from the acts or omissions of Licensee shall be repaired by Licensee at the Licensee's sole cost and expense. The costs of any maintenance and operations of the Licensee's Improvements, unless otherwise provided herein, shall be at the sole expense of Licensee.

6. ASSUMPTION OF LIABILITY FOR INJURIES

Licensee assumes liability for claims and/or liability of personal and property damages arising out of the acts, omissions, or negligence of the Licensee or its employees acting within the scope of their employment (1) in the operation and maintenance of the herein Licensed Premises or (2) the failure of the Licensee or its employees acting in the scope of their employment to observe and abide by any of the terms or conditions of this License Agreement. This assumption of liability is coexistent with and in accordance to the liability of the Government under the Federal Tort Claims Act (Title 28, USC, Section 2671-2680). Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable state and Federal law. Additionally, in the event an FBI employee conducting official business during the use of the Licensed Premises is injured, the FBI agrees to process and forward any claims for employee compensation to the United States Department of Labor (USDOL) pursuant to the Federal Workman's Compensation statutes (Title 5, U.S.C., Section 8108, et. Seq.) and pertinent regulation promulgated by the USDOL.

Except as otherwise provided in this BOA, neither party shall be liable to the other for any claim that either may have against the other with respect to the recovery of any incidental, consequential, indirect, special, punitive or exemplary damages.

7. INSURANCE

Licensee, as an agency of the United States Government, is self-insured.

8. INTERFERENCE

In the event the Licensor determines that the operation of the Improvements by Licensee is the cause of interference to transmission and/or reception of any other communications systems in use in the vicinity of the Licensed Premises, Licensee shall take all appropriate steps necessary to mitigate said interference within thirty (30) days of receiving written notice.

9. PERMIT

Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.

10. COMPLIANCE

Should Licensee fail or neglect to comply with any terms or conditions of this BOA or to comply with any reasonable requirement of Licensor after thirty (30) days written notice and demand from Licensor, this BOA shall be subject to termination by Licensor. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement.

11. POSTING OF FREQUENCIES

All Federal government frequencies are authorized by the Department of Commerce (DOC) and are exempt from

Revised 05/28/2014)
Standard BOA Attachment 1 – Terms

FBI Division Cleveland
Site Name New Philadelphia
Site Number CV-002
License Exp. Date 9/30/2026

disclosure under the Freedom of Information Act. Frequencies cannot be posted at communications sites. Copies of DOC frequency authorizations can be provided to communications site owners or managers upon request.

12. ASSIGNMENT

Licensor shall not assign this Agreement, or sub-license all or any part of its rights and obligations hereunder without the prior written notice to Licensee. The written notice shall include documents describing the proposed transaction, e.g. purchase/sale agreement or memorandum of understanding. The new Licensor shall assume all of Licensor's obligations under this License Agreement and is in a position to fully perform all obligations that may exist under this Agreement following the date of such assignment and assumption. The transferring Licensor shall waive all rights under this BOA arising against the Licensee subsequent to the date of such assignment. Nothing in this Agreement shall relieve the parties from compliance with any Federal law.

13. DISPUTES

Disputes under this Basic Ordering Agreement shall be resolved in accordance with the FAR 52.233-1, 41 USC 601-613 Disputes and Appeals.

Type	Circle as applies.	
Small Business	Yes	No
Small Disadvantage	Yes	No
Large Business	Yes	No
Woman Owned	Yes	No

(Revised 05.28/2014)
Standard BOA Attachment 2 – Fee

FBI Division Cleveland
Site Name New Philadelphia
Site Number CV-002
License Exp. Date 9/30/2026

ATTACHMENT 2

Licensee shall pay an all inclusive license fee of $324.59 per month for the base year of this agreement to the Licensor for the use of the Licensed Premises. **The fee shall include the cost of electricity for the Licensee's Improvements.** Payments shall be made payable monthly in arrears and shall commence on the date of installation of equipment or upon another agreed to date. Licensee shall be liable for late payments in accordance with the terms and provisions of the FAR 52.232-25 Prompt Payment, (late payment interest penalties are computed in accordance with the Office of Management and Budget prompt payment regulations at Title 5 CFR 1315). Payment will be made by Electronic Funds Transfer Other Than Central Contractor Registration in accordance with FAR Clause 52.232-34.

Renewal of this license for each successive year shall be on the same terms and conditions as set forth herein except that license fee shall be increased by 3% over the rent paid during the preceding term for each renewal period.

BaseYear $324.59/month
Option Year 1 $334.33/month
Option Year 2 $344.36/month
Option Year 3 $354.69/month
Option Year 4 $365.33/month
Option Year 5 $376.29/month
Option Year 6 $387.58/month
Option Year 7 $399.21/month
Option Year 8 $411.19/month
Option Year 9 $423.54/month

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

RESOLUTION (757-2016) PAYMENT OF BILLS

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

Child Support		
American Electric Power	Electric	1,903.04
Jeffrey Mamarella, Treasurer	IV-D Contract/Common Pleas Magistrate	1,430.64
Pitney Bowes	Postage	10,000.00
Staples Advantage	Custom Stamp	27.89
Verizon Wireless	Broadband Wireless Service	80.30
Frontier	Service	1,016.42
Clerk of Courts		
Independence Business Supply	Supplies	175.60
Twin City Chamber of Commerce	Lease	175.00
Comdoc	Lease	226.72
Commissioners		
Frontier	Service/216.014.8124.092198.5	598.00
First Communications	Long Distance/Switchboard	172.87
First Communications	Long Distance/Veterans	34.63
Hanna Campbell & Powell	Workers Comp Services	135.00
Simplex Grinnell	Repairs	670.00
Agland Coop	Fuel	43.00
Kayline	Supplies	639.86
Go Shred	Shredding Services	150.00
Common Pleas		
Buehler's Food Market	Jury Supplies	42.32
Community & Economic Development		
WE Quicksall & Associates	Engineering Services/B-F-15-1CT-1	3,250.55
WE Quicksall & Associates	Engineering Services/B-F-14-1CT-1	1,782.00
Frontier Communications	Fax Line	51.84
Quill	Supplies	27.15
Community Corrections		
Patrick Maculaitis	Housing Assistance	500.00
Melymbrosia Associates	Assessment/Evaluations	560.00
American Court & Drug Test Services	Drug Testing	195.00
American Court & Drug Test Services	Drug Testing	290.00
Tusc Co Sheriff's Office	Medication Assisted Treatment	3,441.28
Tusc Co Sheriff's Office	Medication Assisted Treatment	294.78
William Klopfer, Leveraged Investors	Housing Assistance	450.00
American Court & Drug Test Services	Electronic Monitoring	5,300.00
American Court & Drug Test Services	Electronic Monitoring	5,731.17
Dog Pound		
Tusc Co Sheriff's Office	Fuel	435.34
Sifferlin Animal Clinic	Medical Care	43.00
First Communications	Long Distance	11.78
Emergency Management		
Office Experts	Copier Maintenance	22.22
Xerox	Copier Lease	100.00
Tusc Co Sheriff	Supplies/Fuel	33.40
Engineer		
Pleasant Valley Ready Mix	Concrete per bid	2,012.50
Tusc Construction Supply	Reinforcing Steel per quote	24,668.00
Tusc Construction Supply	Bridge & Culvert Supplies	245.00
Trackside Overhead Doors	Overhead Door Repairs	75.00
Tusc Co Water & Sewer Dept	Water & Sewer/Port	37.00

Information Technology		
Provantage	Supplies	577.03
Staples	Supplies	26.98
Staples	Supplies	22.79
Job & Family Services		
Verizon Wireless	Cell Phone Bill	946.63
Robb Rectanus	Travel & Training	219.95
Yellow Pages	Advertising	4.56
Graphic Enterprises	Copier Contract Services	475.87
Tusc Co Water & Sewer	Pump Station Maintenance	150.00
Cannon IV	Toners	623.32
Frontier	Fire Lines	116.74
Robert's Medical Uniforms	PRC	100.00
Tusc Co Health Dept	FC Birth Certificates	125.00
Christopher & Stacy Troyer	Transportation	7.91
James & Katrina Pauley	FP Training Stipend	15.00
Twin City YMCA	IV-E Daycare	285.00
Building Blocks Childcare Center	IV-E Daycare	468.00
Jeremy & Amanda Board	Non-Recurring Adoption Expenses	281.52
Pathway Caring for Children	PASSS/Respite	685.60
Luke & Megan Kneuss	FC Clothing Reimb	104.30
Aaron & Chevelle Barger	FC Clothing Reimb	10.14
Christopher & Stacy Troyer	FC Clothing Reimb	179.86
Dennis & Jeanne Hostetler	FC Clothing Reimb	179.86
Charles & Karla Neal	FC Clothing Reimb	77.90
Joseph & Aron Satterfield	FC Clothing Reimb	103.38
Dixon Real Estate Holdings	Rent & Deposit	1,150.00
Park Department		
Miller & Co	Portable Toilet/CLP	70.00
Public Defender		
Frank Bair	Rent	915.00
Treasurer Tusc Co	Cost Allocation	549.84
Sheriff		
Time Warner	Cable/Internet	229.77
Seana Todd Fortune	Travel	175.72
Union Hospital	Inmate Medical Treatment	1,259.91
Ziegler Tire	Repairs	3,480.03
Keith's Towing & Recovery	Cruiser Tow	100.00
Southern Court		
American Electric Power	Electric	1,035.25
Water & Sewer		
Staples	Supplies	43.96
Frontier	Service	40.03
American Electric Power	Electric	70.29
Clum Tire	Tire	100.00
Enger Auto	Supplies	8.12
Elite Excavating	Dundee Water System Improvement	199,344.25
WE Quicksall	Construction Dundee	19,813.01
Bridges Excavating	Hydrant Replacement	1,190.00
RJ Wright & Sons	Fuel	2,239.62
Frontier	Service	39.02
Frontier	Service	69.70
Frontier	Service	69.70
Frontier	Service	40.10
Smart Bill	Customer Billing	1,193.36
Staples	Supplies	142.73
Frontier	Service	336.33
Northern Safety & Industrial	Supplies	71.62
Fastenal	Materials	111.38
American Highway Products	Materials	280.50
Village of Tuscarawas	Water Purchased for Resale	1,890.50

Northeast OH Natural Gas	Utility	22.86
Sherwin Williams	Materials	649.56

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

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (758-2016) ADJOURN

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to adjourn at 9:06 a.m. to meet in Regular Session, Monday, the 22nd day of August, 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: Maria Lautenschleger
Clerk of the Board