

OCTOBER 24, 2016

Agenda

Pledge of Allegiance

1:30 Dan Rice/Jane Clay TUSCParks Strategic Action Plan

Approve Minutes

Before/after Expenditures

Out of County Travel – Dog Pound (E.Lewis)

LPA Safety Study Agreement – Curve Study for County Roads (Engineer)

Discussion with action to follow

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION ON MONDAY THE 24TH DAY OF OCTOBER, 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 (969-2016) 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 (970-2016) BEFORE & AFTER EXPENDITURES

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

Premier Biotech (Juvenile)	261.44
G&L Supply (Sheriff)	1,326.04
WE Quicksall & Associates (Water/Sewer)	13,775.76
WE Quicksall & Associates (Water/Sewer)	3,134.16
Business Information Systems (Juvenile/Probate)	3,327.60

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

RESOLUTION (971-2016) OUT OF COUNTY TRAVEL – DOG POUND

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

DATE: NOVEMBER 1 & 2, 2016
TITLE: EUTHANASIA INJECTION CERTIFICATION COURSE
LOCATION: SANDUSKY, OHIO
ATTENDING: ELIZABETH LEWIS
ANTICIPATED EXPENSE: Registration \$150, mileage approx. \$130.00, lodging approx. \$100.00 x 2 nights, meals \$30.00 per day. (Total Approx. \$540.00)

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

DISCUSSION: County Engineer, Joe Bachman explained a LPA curve safety study (ball bank study) will be taking place on over 200 miles of county roads that have daily traffic of 500 vehicles. This study will be 90% federally funded. The last ball bank study was conducted approximately 20 years ago. In 2019 the Federal Government will require all states to have curve signage on roads with traffic of 1000 vehicles per day. The County Engineer must adhere to the states manual; therefore, requiring signage on county roads. Masterminds Systems, Elmore, Ohio will be driving the curves and will provide the software and digital copy of what signs are needed (maximum speed around curve) and where.

RESOLUTION (972-2016) AUTHORIZE CO. ENGINEER SIGN LPA SAFETY AGREEMENT

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to authorize the County Engineer to sign the LPA Safety Study Agreement-Curve Study.

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

LPA SAFETY STUDY AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Tuscarawas County Engineer, 832 Front Avenue, SW, New Philadelphia, Ohio 44663-2082, hereinafter referred to as the LPA.

1. **PURPOSE**

1.1 Section 402 of the United States Code provides states with Federal funds to conduct highway safety programs and the funds apportioned to Ohio under Section 402 are administered by ODOT.

1.2 Section 5501.03(A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities as necessary to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 A Ball Bank Study and associated Software (“STUDY”) have been selected for funding, having received Federal Highway Administration, (“FHWA”), approved authorization.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the STUDY and to establish the responsibilities for the local administration of the STUDY.

2. **LEGAL REFERENCES**

2.1 This Agreement is established pursuant to Section 5501.03(A)(3) of the Ohio Revised Code and all applicable federal, state, and local laws and regulations.

3. **FUNDING**

3.1 The total cost for the STUDY is estimated to be \$ 23,000.00. ODOT shall provide to the LPA 90% percent of the eligible costs, up to a maximum of \$ 20,700.00 in Federal funds. This maximum amount reflects the funding limit for the STUDY set by the applicable Program Manager.

3.2 This Agreement operates on a reimbursement basis only. The costs must first be incurred by the LPA. Costs claimed for reimbursement are to be true costs incurred in executing the Study and are to be eligible, allowable allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.

3.3 Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and

documentation as required by ODOT. For reporting purposes, quarters are defined as ending with the last day of the following months: December, March, June, and September.

3.4 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the LPA with a

clear statement regarding any specific cost ineligibility, or inform the LPA of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

3.6 Within thirty (30) days after completion of all work under this Agreement, the LPA shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.

3.7 All billing shall conform to ODOT Specifications for Consultant Services requirements and procedures. Any reimbursable travel-related expenses shall be paid in accordance with the requirements and rates as set forth in Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.

3.8 Request for reimbursement to the LPA and copies of all final reports shall be submitted to:

Andrea Stevenson
Administrator, Office of Local Programs
Mail Stop #3180
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

3.9 Reimbursement to the LPA shall be submitted to:

Joseph S. Bachman, P.E., P.S.
Tuscarawas County Engineer
832 Front Avenue, SW
New Philadelphia, Ohio 44663-2082

4. OBLIGATIONS OF THE LPA

4.1 The LPA may engage the services of a consultant to perform the services provided in this Agreement. Consultant selection procedures must comply with sections 153.65 through 153.71 of the Ohio Revised Code, and Federal Regulation 23 CFR 172.

4.2 The LPA shall submit to ODOT a copy of all contracts and procurements with any one vendor or consultant in excess of a combined total of \$5,000. All such contracts and procurements shall be subject to the same laws, regulations, and policies that govern this agreement.

4.3 The LPA shall review all consultant invoices for the scoped services to ensure accuracy in both amount and in relation to the progress made. The LPA shall submit to ODOT a written request for reimbursement of the Federal share of the expenses involved, according to the cost sharing provisions of this Agreement, attaching copies of all source documentation associated with pending invoices or costs in accordance with the Funding Section noted above.

4.4 The LPA shall submit a final comprehensive annual activity report to ODOT no later than November 1, 2017. All final reports shall be accompanied by a properly documented final claim for reimbursement. Any final reports received after November 1 will result in a 10% deduction to the final claim for reimbursement. If any final report is received after December 1, 2017 the final claim will not be reimbursed.

5. EXPIRATION AND TERMINATION PROVISIONS

This Agreement commences on the date of the last signature here to and shall expire on June 30, 2017. ODOT shall have the right and obligation to renew the Agreement for an additional six months commencing on July 1, 2017 and terminating on December 31, 2017. Subject to any change in the dates of the State's fiscal year, ODOT shall be deemed to have exercised its right to renew the term of the Agreement for six months, and the Agreement shall be renewed, upon the effectiveness of the appropriation of funds for the new fiscal year.

5.2 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

5.3 In the event of termination, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

5.4 If in the event that any dispute arises between ODOT and the LPA concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

6. GENERAL PROVISIONS

6.1 This Agreement and any attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are suspended by this Agreement. Neither this contract nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.

6.2 The LPA shall be audited in accordance with the Ohio Revised Code and/ or OMB Circular A 133. If the audit is not conducted by ODOT, ODOT shall receive a copy of the Auditor's report within 30 days after receipt by the LPA.

6.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

6.4 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available to the State by FHWA.

6.5 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

COUNTY: _____

STATE OF OHIO

OHIO DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Jerry Wray

Title: _____

Director

Date: _____

Date: _____

RESOLUTION (973-2016) PAYMENT OF BILLS

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

Clerk of Courts

Twin City Chamber of Commerce	Registration	150.00
Jeanne Stephen	Meetings	92.46
Jodi Foutz	Meeting	100.28

Commissioners

American Electric Power	Electric/JFS	2,615.41
American Electric Power	Electric/JFS light	92.97
Danco Lettering	Lettering/Markings for New Cruisers	1,620.00
Greve Chrysler	(4) Dodge Charger Cruisers	86,757.00
BA Widder Architectural Services	JFS Security Renovation	420.00
Tusc Co General Health District	TB Treatment	364.00
American Electric Power	Electric/Veterans	228.89

Common Pleas

OhioGuidestone	Children of Divorce Intervention Program	2,742.86
Thomson Reuters – West	Library Service Plan Charges	112.50
The Supreme Court of Ohio	Registration Fee	50.00
SpringHill Suites Columbus	Hotel Accomodation	124.00

Community & Economic Development

Tusc Co OCED	General Admin/B-F-15-1CT-1	5353.39
Van's Construction	Rental Repair CHIP CDBG	6,800.00
D&H Way Construction	Owner Rehab CHIP HOME	8,192.00
Ohio Regional Development Corp	Soft Costs Owner Rehab CHIP HOME	5,729.00
Ohio Regional Development Corp	Soft Costs Rental Repair CHIP CDBG	1,496.00

Dog Pound

Wyandot County Humane Society	Registration/Lewis	150.00
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Engineer

Kyle Weygandt	Safety Training	500.00
Summers Rubber Co.	Repairs/Parts	42.38
Staples Credit Plan	Office Supplies	123.97
Tusc. Co. W & S Dept	Water & Sewer PW	37.00
Kimble Clay & Limestone	Materials per bid	24,498.86
First Communication	Long Distance Phone Service	20.25
Carpenter Heating & Cooling	Heating & Cooling Repairs	9.48
Southeastern Equipment Co.	Repairs/Parts	1,790.72
Dover Brake Inc.	Repairs/Parts	677.84
Triple R Trailer Sales	Repairs/Parts	23.00
Hoagland's Equipment Repair	Repairs	791.88
JW Cookson Co.	Repairs/Parts	5.55
AEP	Electric Service	723.78
Young Truck Sales	Repairs/Parts	1,988.41
Allstate Sales of Easton OH	Repairs/Parts	1,007.93
Asphalt Materials	Permacoat per bid for Cold Mix	34,170.61
Asphalt Materials	POG mill costs – Cold Mix	1,963.95
Hot Mix Technical Services	Asphalt Testing	2,115.00
Hammontree & Associates	SHV Rating for BR FRA-99-139	414.00

Human Services

Tuscora Chapter of SHRM	Annual Membership Package	155.00
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Job & Family Services

Roy & Mendy Dew	FC Medical Expense	180.00
Aaron & Chevelle Barger	Foster Home Water Sample Test	60.00
Charles & Karla Neal	Transportation	48.76
Walmart Community	FP Training Supplies	63.69
All About Children Inc	IV-E Non IV-E Daycare	2,353.12
Debbie Snyder	KPIP	525.00
Serena Larrick	KPIP	525.00
Buckeye Career Center	FACES/School Fees	155.00

Chrysalis Counseling Center	FACES/Assessment	875.00
Dr Nicholas Varrati MD	Drug Screens	120.00
Adoption & Attachment Therapy	PASSS	321.10
Forensic Fluids Labs	Drug Screens	154.00
Aden & Esther Miller	FP Training Stipend	60.00
Nicholas & Clorissa Garlando	FP Training Stipend	60.00
Christopher & Stacy Troyer	FP Training Stipend	60.00
Mervin & Sarah Shetler	FP Training Stipend	60.00
James & Katrina Pauley	FP Training Stipend	60.00
Timothy & Vicky Cognion	FC Clothing Reimb	403.57
David & Jennifer Copeland	FC DC Trip	300.00
Juvenile/Probate		
Traco Business	Office Supplies	125.83
Traco Business	Office Supplies	54.02
Park Department		
Environmental Design Group	TuscParks Plan	1,445.80
Public Defender		
Staples	Supplies	316.31
Staples	Supplies	500.00
Sheriff		
MNJ Technologies	Supplies	118.00
Pradco	Hiring Assessment Testing	130.00
Jones Family Dentistry	Inmate Dental Treatment	600.00
Treasurer		
Diebold-Nixdorf	Maintenance Agreement	242.16
Diebold-Nixdorf	Maintenance Agreement	448.51
Veterans		
BA Widder Architectural Services	Architect Services	5,134.13
Society for Equal Access	Transportation	1,080.00
Parkway Auto Group	Service	46.05
Midas	Service	27.37
Water/Sewer		
Twin City W&S	Sewage Disposal	10,746.61
Northeast Ohio Nat Gas	Utility	33.13
Tuscarawas County Commissioners	Payment for Crane Truck	1,219.50
Tuscarawas County Commissioners	Payment for Silverado	777.78

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

RESOLUTION (974-2016) RECESS

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to recess at 1:08 p.m. until 1:30 p.m., for the purpose of TUSCParks Strategic Action Plan.

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

Commissioner Metzger called the meeting out of recess and back into Regular Session at 1:30 p.m. for purpose of TUSCParks Strategic Action Plan.

DISCUSSION: Dan Rice President and CEO of the Ohio & Erie Canal Way Coalition (OECC), Cari Danko, Ohio & Erie Canal Way Coalition Development & Event Assistant and Jane Clay, Executive Assistant/Park Director, gave an overview of the TUSCParks Strategic Action Plan. The last plan was done in 2006. The accomplishments over the last ten years were significant: over 35 miles of additional trails were built, a significant progress on the Ohio & Erie Canal Towpath Trail, more preservation at the Norma Johnson Center and progress on multiple trails: Zeisberger Trail, Panhandle Passage Trail, Buckhorn Creek Trail and various trails that weren't in the plans to come to fruition at this point that are

being developed as well. In the initial phase of the plan regional meetings were held to receive public input, Tuscarawas County Commissioners hired the Environmental Design Group to facilitate the update of the plan and the OECC was instrumental in helping with the meetings, gathering information and reviewing information. In public meetings the question of whether citizens are happy with the current status of a Park Department versus a Park District. By an overwhelming response the Park Department is the choice of those participating in the public meetings. Highlights of the plan include: Park Department serving as a facilitator, successful branding (TUSCParks), maintaining existing relationships and fiscal responsibility. Mr. Rice recognized Ohio Department of Transportation (ODOT) for their key partnership and the many volunteers that make this plan successful and looks forward to the next ten years of working together. Commissioner Abbuhl commented on the team effort and the great leadership. Commissioner Metzger thanked Mr. Rice for all he has done and Commissioner Everett, a former Advisory Board member thanked all involved with the success.

RESOLUTION (975-2016) ACCEPT TUSCParks STRATEGIC ACTION PLAN

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to accept the TUSCParks Strategic Action Plan.

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

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (976-2016) ADJOURN

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to adjourn at 1:59 p.m. to meet in Regular Session, Thursday, the 27th day of October, 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 Lautenschlager
Clerk of the Board

