

# January 23, 2017

## Agenda *Pledge of Allegiance*

9:15 a.m.	ORCD-RE: 2017 CHIP
10:00 a.m.	Budget Work Session
1:00 p.m.	Budget Work Session

Approve Minutes 01/09/2017  
Approve Minutes 01/18/2017

Temporary Appropriations

Interfund Transfer/Advance

Before/After Expenditures

Out of County Travel – Human Resources

Disposal Obsolete Items – Treasurer

Appoint Public Defender Board Members – S. Struhar

Re-appoint EDFA Members – J. Elsasser/C. Fawcett

RUMA – Kinder Morgan Utopia LLC

Authorize Advertisement Bids/Legal Notice – Justice Center HVAC Renovation Project

Amend Resolution (056-2017) Intent to Conduct Internet Auction

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 23<sup>RD</sup> DAY OF JANUARY 2017, WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl  
Kerry Metzger  
Joe Sciarretti

Commissioner Abbuhl presiding.

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

### **RESOLUTION (061-2017) AMEND AGENDA – REMOVE MINUTES JANUARY 9, 2017**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to amend the agenda to remove the approval of the minutes for January 9, 2017 until clarification is received.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, yes;

### **RESOLUTION (062-2017) APPROVE MINUTES AS AMENDED – January 18, 2017**

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to approve the minutes of the previous meeting held January 18, 2017 with the amendment of the date listed on the agenda for the Intent to Conduct Internet Auction 2016 be changed to 2017.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, yes;

**RESOLUTION (063-2017) TEMPORARY APPROPRIATIONS – Insurance Trust Fund**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to approve the following temporary appropriation:

E-1930-U035-U02 Insurance Trust Fund -Claims \$2,800  
*Temporary appropriation is needed to pay outstanding OPERS obligation from 1981.*

VOTE: Chris Abbuhl, yes;  
 Kerry Metzger, yes;  
 Joe Sciarretti, yes;

**RESOLUTION (064-2017) INTERFUND TRANSFER/ADVANCE**

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

Treasurer, Tusc. Co. JFS Mandated Share January 2017 \$15,597.67

VOTE: Chris Abbuhl, yes;  
 Kerry Metzger, yes;  
 Joe Sciarretti, yes;

**RESOLUTION (065-2017) BEFORE/AFTER EXPENDITURES**

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

Krugliak Wilkins Griffith & Dougherty (Auditor)	4,178.37
Agland Corp. (Commissioners)	129.50
McMahon DeGulis LLP (Commissioners)	2,500.00
Tractor Supply Credit Plan (Commissioners)	209.98
Horizons Inc. (Community Corrections)	4,000.00
ComDoc, Inc. (Common Pleas)	32.67
Matthew Bender & Co. Inc. (Common Pleas)	220.10
Tuscarawas County IT (Common Pleas)	776.61
Chrysalis Counseling (Juvenile/Probate)	875.00
Abigail Schock (Public Defender)	135.00

VOTE: Chris Abbuhl, yes;  
 Kerry Metzger, yes;  
 Joe Sciarretti, yes;

**RESOLUTION (066-2017) OUT OF COUNTY TRAVEL – HR**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to approve the following travel request as submitted by Kris Lowdermilk, Human Resource Manager:

DATE: March 23-24, 2017  
 LOCATION: Columbus Crowne Plaza  
 ATTEND: Kris Lowdermilk  
 EXPENSE: Conference Registration \$125, Parking \$25, Hotel \$125, Mileage \$106 TOTAL \$381  
 REASON: State Personnel Board of Review – Employment Law Updates

VOTE: Chris Abbuhl, yes;  
 Kerry Metzger, yes;  
 Joe Sciarretti, yes;

**RESOLUTION (067-2017) DISPOSAL OBSOLETE ITEMS – Treasurer (Calculators)**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

**TREASURER’S OFFICE**

Canon CP 1260D Calculator	Serial #2D015305	Item #1035
Sharp Compet QS-2760A Calculator	Serial #2D015305	Item #955
Sharp Compet VX-2652H Calculator	Serial #D004685	Item #15-001

*These are no longer working.*

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, yes;

**Communication:**

**LONAS, MCGONEGAL, TSANGEOS & STRUHAR**  
ATTORNEYS AT LAW  
120 N. Broadway  
NEW PHILADELPHIA, OHIO 44663-2699

TERRANCE J. MCGONEGAL  
A. JAMES TSANGEOS  
STEVEN A. STRUHAR  
  
WEBSTER M. LONAS  
OF COUNSEL

Phone (330) 364-6810  
Fax (330) 364-3866

January 18, 2017

VIA FACSIMILE 330-602-7483

Tuscarawas County Commissioners  
125 E. High Ave.,  
New Philadelphia, OH 44663

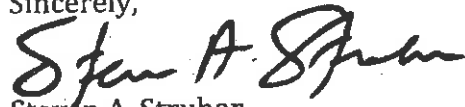
**In re: Joint County Public Defender Board**

Dear Commissioners:

It has been my pleasure to serve as Chairman of the Joint County Public Defender Board.

Therefore, at this time I am requesting to serve on this board once again for the term of four (4) years.

Sincerely,



Steven A. Struhar

vb

Mr. Struar's term will be retro-active to 12/19/15 and expires on 12/19/19.

**RESOLUTION (068-2017) APPOINT PUBLIC DEFENDER BOARD MEMBER – Struhar**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to appoint Steven A. Struhar to the Tuscarawas County Public Defender Board retroactive to 12/19/15 expiring on 12/19/19.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, yes;

Communication:



**ECONOMIC DEVELOPMENT AND FINANCE  
ALLIANCE OF TUSCARAWAS COUNTY**

339 Oxford Street  
Dover, Ohio 44622

Phone: (330) 602-4422  
Fax: (330) 364-4690

HARRY EADON  
President &  
Executive Director

January 17, 2017

KELLI BAKER  
Administrative  
Assistant

JARON FICKER  
Business  
Development Director

DEAN BRGAN  
Facilities Manager

Board of Commissioners  
Tuscarawas County  
125 E. High Ave. Room 205  
New Philadelphia. OH 44663

Commissioners:

It is with great pleasure that the Board of Directors of the Economic Development and Finance Alliance of Tuscarawas County recommend that Mr. Jon Elsasser and Mr. Collin Fawcett be reappointed for an additional four-year term as members of the EDFA Board of Directors.

JON ELSASSER  
EDFA Board  
Chairman

Please arrange to act on this nomination at the January 23, 2017 Board of Commissioners Meeting.

DAVE HANHART  
EDFA Board  
Vice Chairman

Respectfully Submitted,

WENDY ZUCAL  
EDFA Board  
Secretary

COLLIN FAWCETT  
EDFA Board  
Director

Harry A. Eadon Jr.  
Executive Director

CHARLIE JONES  
EDFA Board  
Director

[www.tuscedfa.com](http://www.tuscedfa.com)

**RESOLUTION (069-2017) RE-APPOINT EDFA MEMBERS – J. Elsasser/C. Fawcett**

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to re-appoint Mr. Jon Elsasser and Mr. Collin Fawcett for an additional four-year term as members of the Economic Development and Finance Alliance Board of Directors.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, yes;

**RESOLUTION (070-2017) RE-APPOINT HARCATUS BOARD MEMBER – R. Baker**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to re-appoint Robert Baker to the HARCATUS Tri-County C.A.O., Inc. Board as the preferred public official designation. Mr. Baker is very active in the Uhrichsville community and serves on Council.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, yes;

**RESOLUTION (071-2017) RUMA – KINDER MORGAN UTOPIA LLC**

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to approve the following Roadway Use and Maintenance Agreement with Kinder Morgan Utopia LLC, as approved by Joe Bachman, County Engineer and Robert Stephenson, Assistant County Prosecutor:

**MODEL ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR HORIZONTAL DRILLING PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at New Philadelphia, Ohio, by and between TUSCARAWAS COUNTY, a political subdivision, whose mailing address is 832 Front Avenue SW, New Philadelphia, OH 44663 (hereafter "Authority"), and Kinder Morgan Utopia LLC, whose address is 605 Westlake Dr, Ashland, OH 44805 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Tuscarawas County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the KM Utopia Pipeline, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the KM Utopia Pipeline (hereafter collectively referred to as "oil and gas development site") located in Tuscarawas County, Ohio; and

**WHEREAS**, Operator intends to commence use of 10.5 miles of DOVER-ZOAR RD, .4 miles of EAST ST, 1.1 miles of FORT LAURENS RD, .7 miles of FRONT ST, 1.2 miles of HENDERSON SCHOOL RD, 5.3 miles of NEW CUMBERLAND RD, .2 miles of PARK AVE, 1.1 miles of SOMERDALE RD, 1 miles of STRASBURG BOLIVAR RD, 0 miles of TABOR RIDGE RD, and 2.3 miles of TUSKY VALLEY RD for the purpose of ingress to and egress from the KM Utopia Pipeline, for traffic necessary for the purpose of constructing and installing a 12" oil, petroleum and gas pipeline (hereinafter referred to collectively as "Pipeline Activity"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator.

Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of County Roads to be utilized by Operator hereunder, is that exclusive portion as shown in the attached map. It is understood and agreed that the Operator shall not utilize any of the remainder of these roads for any of its Pipeline Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Tuscarawas County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than \$237,000 & 00/100 DOLLARS (\$10,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Pipeline Activity whatsoever caused by the Operator.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
12. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
13. Agreement shall be governed by the laws of the State of Ohio.
14. This Agreement shall be in effect on January 23, 2017, 2017.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: Chris Alshel  
Commissioner/Trustee

By: [Signature]

By: Kerry Metzger  
Commissioner/Trustee

Printed name: Allan Campbell

By: [Signature]  
Commissioner/Trustee

Company Name: KM Utopia LLC

By: [Signature]  
County Engineer

Title: Director, Engineering

Dated: 1/23/2017

Dated: 1/10/17

Approved as to Form: [Signature]  
County Prosecutor



# SAMPLE

## Appendix A

Operator shall be required to:

- 1) Provide for videotaping of the road prior to Pipeline Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation for improvement. Should the geotechnical report show that the road is structurally sufficient to handle the anticipated loads, a minimum of 1.5" overlay on the length of the haul route shall be performed.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards, dated 10/10/11.
- 4) Maintain CR/TR during Pipeline Activities for those damages caused by said Pipeline Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Pipeline Activities.

Authority shall:

- 1) Provide for minor maintenance of the road during the Pipeline Activity for damages not caused by said Pipeline Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

*The intent of this Appendix A is to include anything agreed to by the parties –If the Authority wants plans prior to construction, then include – etc., etc. If the Authority doesn't want anything in Appendix A, then that is their option.*

*The parties could also address the scenario where more than one Operator is involved on the same Route in this appendix.*

VOTE:

Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, yes;

**RESOLUTION (072-2017) AUTHORIZE THE ADVERTISEMENT FOR BIDS/LEGAL NOTICE TO CONTRACTORS IN RELATION TO THE JUSTICE CENTER HVAC RENOVATION PROJECT**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to authorize the Advertisement for Bids/Legal Notice to Contractors for the Justice Center HVAC Renovation Project for bids to be opened June 16, 2016.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, yes;

**RESOLUTION (073-2017) AMEND RESOLUTION (056-2017) INTENT TO CONDUCT AN INTERNET AUCTION FOR THE SALE OF UNNEEDED OBSOLETE OR UNFIT COUNTY PERSONAL PROPERTY IN CALENDAR YEAR 2017**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to amend RESOLUTION (056-2017) to correct the advertisement dates for the legal publication as follows:

The Board of County Commissioners of Tuscarawas County, Ohio, hereinafter referred to as "Board", met in regular session on the **23rd day of January, 2017**, at the office of the Board located at 125 East High Avenue, New Philadelphia, Ohio 44663, with the following members present:

Chris Abbuhl

Kerry Metzger

Joe Sciarretti

WHEREAS, House Bill 226 of the 124th General Assembly, which became effective on January 6th, 2002, provides that a board of county commissioners may sell county personal property, including motor vehicles acquired for the use of county offices and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, by internet auction; and

WHEREAS, R.C. § 307.12(E), as amended by House Bill 226, requires a board of county commissioners to adopt, during each calendar year, a resolution expressing its intent to sell county personal property by internet auction; therefore be it

RESOLVED, that the Board hereby expresses its intent to sell, by internet auction during calendar year 2017, county personal property which is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and be it further

RESOLVED, that the internet auction will be conducted in accordance with the terms and conditions described in the document called "Online Sales - Terms and Conditions", a true copy of which is attached hereto and is incorporated herein by reference as if fully re-written herein; and be it further

RESOLVED, that, in addition to the terms and conditions as stated in the aforesaid document called "Online Sales - Terms and Conditions", the internet auction will also be conducted in the following manner and/or under the following additions terms and conditions:

the auction shall be conducted on a continuous basis through accessing the Tuscarawas County web site located at [www.co.tuscarawas.oh.us](http://www.co.tuscarawas.oh.us); and be it further

RESOLVED, that the number of days of bidding on the property involved, as specified in R.C. § 307.12(E), will be 15 days, including Saturdays, Sundays, and legal holidays; and be it further

RESOLVED, that in order to enable the Board to use software provided by GovDeals, Inc. to facilitate the offering of county personal property for sale by internet auction, the Board does hereby approve and enter into a written contract called GovDeals Sellers Agreement (hereinafter "Agreement") with GovDeals, Inc., a Delaware corporation having its principal place of business at 5913 Carmichael Place, Montgomery, Alabama 36117, telephone number 334-387-0476, to conduct the internet auction on the county's behalf, and a true copy of the said Agreement is attached hereto and is incorporated herein by reference as if fully re-written herein; and be it further

RESOLVED; that the Board will publish in the Times Reporter, a newspaper of general circulation in the county, a summary of the information contained in this resolution and that this summary will be published in that newspaper on the following dates: January 28 & February 8, 2017, the second date being at least 10 days after but not more than 20 days after the first publication of the notice; and be it further

RESOLVED, that a notice similar to the one published in the newspaper will be posted continually throughout the remainder of the calendar year 2017 in a conspicuous place in the offices of the county auditor and the offices of the Board and on the Tuscarawas County web site at <http://www.co.tuscarawas.oh.us/>; and be it further

RESOLVED, that the Board reserves unto the Board or its representative the right, at a later date, to do any or all of the following: (a) to establish the minimum prices that may be accepted for any specific items of county personal property that is the subject of the internet auction; (b) to establish other or additional terms and conditions concerning any particular internet sale that may occur, including but not limited to terms and conditions concerning requirements for pick up and/or delivery of the property, method of payment, and payment of sales tax in accordance with applicable laws; and/or (c) to reject any and all bids and/or to withdraw from sale any of the items listed; and be it further

RESOLVED, that the information described in the paragraph above will be provided on the internet at the time of the auction itself and, in addition, may be provided before that time, upon request, after the terms and conditions have been determined by the Board or its representative; and be it further

RESOLVED, that the Clerk of the Board is hereby directed to deliver a certified copy of this resolution to the County Auditor of Tuscarawas County, Ohio so that the County Auditor can act on the Certificate of Availability of Funds that is to be attached to the Agreement pursuant to R.C. § 5705.41(D)(1); and be it further

RESOLVED, that the Clerk of the Board is hereby ordered to take the steps necessary to implement this Resolution including making arrangements for publication in the newspaper of a summary of the information contained in this resolution and for posting the required notices in the offices of the County Auditor and Commissioners and on the Tuscarawas County website.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, yes;

**RESOLUTION (074-2017) PAY BILLS**

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to approve for payment the following bills:

**Child Support**

Tusc Co Sheriff's Office	IV-D Contract	3,886.15
Jeffrey Mamarella, Treasurer	Assessment Fee	6.00
Jeffrey Mamarella, Treasurer	IV-D Contract/Common Pleas Magistrate	1,688.91

**Clerk of Courts**

Tusc Co Commissioners	Service	38.95
Jeanne Stephen	Travel	90.62
Jodi Fouts	Travel	98.90
Twin City Chamber of Commerce	Lease	175.00
Comdoc	Lease	313.32

**Commissioners**

Treasurer Tusc Co	Assessment Fees	3,163.80
Go Shred	Shredding Services	150.00
American Electric Power	Electric/125 EH	5,076.27
American Electric Power	Electric/107 EH	3,228.05
Krugliak Wilkings Griffiths & Dougherty Legal Services		496.25

**Common Pleas**

Piper Software Productions	Supportworks Software	229.95
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MNJ Technologies	Recording Mixer	412.00
Thomson Reuters	Library Plan Contract Charges	112.50
<b>Community &amp; Economic Development</b>		
Ohio Erie Excavating	B-F-15-1CT-1, Act #2-Flood & Drainage	13,029.20
Barbicas Construction	B-F-15-1CT-1, Act #2, 3, 4	65,322.15
<b>Community Corrections</b>		
Staples	Supplies	3,388.93
Discount Drug Mart	Supplies	10.45
<b>Coroner</b>		
Stark County Coroner	Autopsies	3,355.00
<b>Dog Pound</b>		
Staley Technologies	2 Sirens/Dog Pound Trucks	2,650.90
<b>Emergency Management</b>		
Office Experts	Contract Services	20.15
Xerox Financial Services	Copier Lease	100.00
<b>Engineer</b>		
Cargill	Salt per ODOT bid	17,414.29
Ace Truck Equipment	Spreader for Pick-up	5,599.00
Pleasant Valley Ready Mix	Bridge Concrete per bid	3,469.00
Rick Watson Trucking	Haul Ashes per bid	422.90
Sidwell Materials	Materials per bid	234.16
Galicks	Bridge & Culvert Supplies	49.00
Kyle Weygandt	Safety Training	500.00
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	144.40
Clark Company	Mat'l per bid	3,290.28
Staples Credit Plan	Supplies	28.50
Tusc Co Water & Sewer	Water & Sewer/Port	37.00
Gemstone Gas & Welding Supplies	Bridge & Culvert Supplies	127.24
R & S Builders	Siding on Block Wall Above Garage	3,500.00
Young Truck Sales	Repairs/Parts	977.22
Tusc Construction Supply	Parts	1,900.00
RJ Wright & Sons	Fuel Oil & Gas per bid	21,212.35
Snyder Brothers Sales & Service	Repairs/Parts	1,301.56
Ziegler Tire	Tire per State Pricing	2,973.72
Trackside Overhead Doors	Trackside Overhead Doors	75.00
Fastenal Co	Bridge & Culvert Supplies	73.24
Staples Credit Plan	Supplies	86.45
<b>Job &amp; Family Services</b>		
Walmart Community	Prevention/Heater	16.94
Language Line Services	Interpreter	1,899.25
Graphic Enterprises	Copier Contract Payment	557.40
Lexis Nexis Risk Solutions	User Fees	226.00
Tusc Co Health Dept	Employee Hep B Vaccines	111.00
Heather Miller	Travel	96.42
Heather Miller	Travel	50.88
Speedway Superamerica	Gas	323.28
Malissa Grove	Diversion	23.00
Angela England	Diversion	204.00
Cristen Snowden	Diversion	225.00
Solid Rock Photos	FC Senior Pictures	300.00
Guidestone	FACES/TANF Parent Mentoring	525.20
Northeast OH Behavioral	FACES/Assessment & Ind Counseling	219.99
Alco Services	Prevention/Respite	3,785.00
Karen Bloom	KPIP	600.00
Dayna Lou Bayer	KPIP	600.00
Naomi Martin	KPIP	300.00
Ailishia Maple	KPIP	300.00
John Reed	FACES/Beds	420.00
The Village Network	PASSS	887.24
Dennis & Jeanne Hostetler	FP Training Stipend	230.00
Coshocton County Career Center	FC Senior T Shirt & Yearbook	50.00

Ridgewood High School	FC School Fees	10.00
Stepping Stone	Boarding Home Payroll	11,208.32
Jacob & Esther Mast	FC Clothing Reimb	279.67
Simon & Katie Yoder	FC Clothing	88.81
Luke & Megan Kneuss	FC Clothing Reimb	56.49
Village Network	Boarding Home Payroll	113,191.14
Nicholas & Clorissa Garlando	Transportation	332.12
Graphic Enterprises	Copier Contract Payment	423.92
Raymond & Laura Miller	Transportation	39.56
Gabrielle Weingarth	Travel & Training	139.74
Lisa Abbuhl	Travel	15.00
Natalie Stephen	Travel	15.00
Treasurer Tusc Co	Reimb PCSA for Parent Mentoring	4,138.58
Kennedy Insurance	Bond Renewal	200.00
First Communications	Phone Bill	79.48
Frontier	Fire Lines	116.44
Pitney Bowes Global Finance	Postage Machine Rental	594.00
Action Now Services	Pest Control	55.00
Discount Drug Mart	Supplies	1.99
US Postal Service	Postage by Mail	2,500.00
Staples Advantage	Supplies	38.34
UPS	Shipping Package	7.97
Lowe's Business Account	Maintenance Supplies	108.04
Amazon	Maintenance Supplies	74.70
Staples Credit Plan	Supplies	17.99
<b>Law Library</b>		
Tusc Co Clerk of Courts	Notary Fees	223.00
Data Trace Publishing	Books	192.95
Ohio Judicial Conference	Public Materials	37.65
<b>Public Defender</b>		
Copeco	Supplies	14.22
<b>Recorder</b>		
Copeco	Supplies	311.97
<b>Sheriff</b>		
Miller & Co	Port A John Services/IWP	98.00
<b>Southern Court</b>		
Atty Michael Cochran	Acting Judges Fees	75.00
Rebecca Wood	Court Transcript	147.00
Thomas Reuters	Legal Books	248.00
<b>Treasurer</b>		
SmartBill	Service Fees	4,641.27
<b>Veterans</b>		
Job & Family Services	Billable Services	50.30
Society for Equal Access	Transportation	746.25
Tusc Co Sheriff's Office	Fuel	111.41
Comdoc	Contract Base Charge	150.17
<b>Water &amp; Sewer</b>		
City of Dover	OM & R	10,481.52
American Electric Power	Electric	326.89
Staples	Supplies	128.80
Pro-Tech	Electrical Services	14,300.00
Elite Excavating	Dundee Waterline Project	255,089.61
Northeast OH Natural Gas	Utility	173.06
Agland Coop	Propane	696.60
Frontier	Service	45.39
Frontier	Service	52.83
Frontier	Service	39.94
Frontier	Service	337.13
American Electric Power	Electric	101.88
Frontier	Service	69.70

Frontier	Service	69.70
Frontier	Service	38.93
Frontier	Service	40.01
SmartBill	Customer Billing	1,939.56
WE Quicksall & Associates	Dundee Waterline Project	4,016.91
WE Quicksall & Associates	Dundee Waterline Project	23,221.44
WE Quicksall & Associates	Dundee Waterline Project	192.04

VOTE: Chris Abbuhl, yes;  
 Kerry Metzger, yes;  
 Joe Sciarretti, yes;

**Discussion:** Dale Hartle, President & CEO, Ohio Regional Development Corporation (ORDC), Barbara Richards, Grant Director (ORDC), Scott Reynolds, Director of Office of Community & Economic Development, and Kimberly Beans, Administrative Assistant of OCED were present to discuss the upcoming Community Housing Improvement Program. Tuscarawas County in conjunction with the City of Dover can apply for up to \$800,000 (\$450,000 County/\$350,000 City) which is the process utilized the past 5 years. If the county would apply individually, the amount is significantly less due to penalties and the application would not rate high on the points scale.

Mr. Hartle discussed the following information:

## TUSCARAWAS/ DOVER COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP)

Grantee: Tuscarawas County Partner: Dover City

**2016 HUD Income Limits**

County	MSA or HMFA (HUD Metro FMR) Area (If Indicated)	2016 Median Income	Income Category	Household Size (for >8, add 8% of the 4-person limit to the 8-person limit for each additional person)							
				1	2	3	4	5	6	7	8
Tuscarawas County	Tuscarawas County, OH	\$52,300	Low-Income (80%)	\$31,080	\$35,450	\$39,900	\$44,300	\$47,850	\$51,400	\$54,950	\$58,500
			Very Low-Income (50%)	\$19,400	\$22,200	\$24,950	\$27,700	\$29,950	\$32,150	\$34,350	\$36,600
			Extremely Low-Income (30%)	\$11,880	\$16,020	\$20,160	\$24,300	\$28,440	\$32,150	\$34,350	\$36,600

### **FY 2014**

*Work Completion by October 31, 2016*

#### **FY 2014 Grant: \$800,000**

**Private Owner Rehabilitation: \$464,000 plus**

**\$ 21,000 City Program Income (PI) & \$12,000 County PI**

GOAL: 12 units County 7 & City 5  
 Completed: 12 County 6 & City 6

**OWNER Home Repair: \$185,000**

GOAL: 17 units County 7 & City 10  
 Completed: 28 County 15 & City 13

**RENTER Home Repair: \$55,000**

GOAL: 7 units County 7 & City 0  
 Completed: 7 County 6 & City 1

### **FY 2017**

*Applications due May 5, 2017*

- Application Amount \$800,000
- Start Procurement (for ORDC's Services) of the Grant Application.
- Partnership Agreement (like 2014) Executed between City and the County

Mr. Hartle explained there is a procurement process including advertising for services and must be sent to at least 3 service providers. He will send the information for the process to OCED so the information is available if the County wishes to proceed with an application. Commissioner Abbuhl thanked those in attendance for presenting this information.

**RESOLUTION (075-2017) RECESS**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to recess at 9:29 a.m. until 10:00 a.m., for the purpose of a Budget Work Session. Also noted the Budget Work Session will be recessed until 1:00 p.m. to continue the Budget Work Session.

*Commissioner Abbuhl called the meeting out of recess and back into Regular Session at 10:02 a.m. for the purpose of continuing the Budget Work Session. General Fund Budgets were reviewed.*

**RESOLUTION (076-2017) RECESS**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to recess at 11:20 a.m. until 1:00 p.m., for the purpose of a Budget Work Session.

*Commissioner Abbuhl called the meeting out of recess and back into Regular Session at 1:04 a.m. for the purpose of continuing the Budget Work Session. General Fund Budgets were reviewed.*



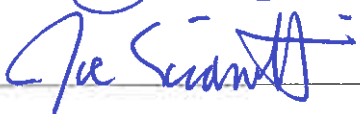
**NO OTHER BUSINESS COMING BEFORE THE BOARD.**

**RESOLUTION (077-2017) ADJOURN**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to adjourn at 3:02 p.m. to meet in Regular Session, Wednesday, the 25th day of January, 2017.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, 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.*

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Attest:   
Acting Clerk