

# July 10, 2017

## Agenda

### *Pledge of Allegiance*

9:30 a.m. Community Development Block Grant (CDBG) Public Hearing Number 2

Approve Minutes

Inter-fund Transfer/Advance

Supplemental Appropriations (4))

Dog Kennel Monthly Report – June

Out of County Travel – EMA

Ohio Department of Rehabilitation and Correction Subsidy Agreement

Engineer Project #1-2017 Roadway Resurfacing Contract with Superior Paving & Materials, Inc.

Engineer Project #3-2017 Roadway Resurfacing Project Contract with Newton Asphalt Paving, Inc.

North Star LLC of Dover – Type 2 Expedited Annexation

Manufacturing Week 2017 Proclamation

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 10<sup>TH</sup> DAY OF JULY, 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 (589-2017) APPROVE MINUTES**

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

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

### **RESOLUTION (590-2017) INTER-FUND TRANSFER/ADVANCE**

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

Treasurer, Tusc. Co.	OCED Transfer 3 <sup>rd</sup> Quarter	\$15,501.75
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VOTE: Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Joe Sciarretti, yes;

**RESOLUTION (591-2017) SUPPLEMENTAL APPROPRIATIONS**

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	A018-A00	A008-B02	\$2,500.00	Upcoming TB expenditures
Water/Sewer	E-1319-P030-P99	E-1319-P030-P52	\$9,000.00	Carpet/flooring
Juvenile Court	T22-T20	T22-T03	\$2,500.00	Administration fee Family & Children First Council
Community Corrections	T031+-T99	T031-T25	\$150,000.00	Contract Service obligations

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

**RESOLUTION (592-2017) DOG KENNEL MONTHLY REPORT – JUNE**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to approve the Monthly Dog Kennel Report, for the Month of June, per the request of Terry Warner, Tuscarawas County Dog Warden.

DOG & KENNEL MONTHLY REPORT  
June 2017

RECEIVED  
JUL 05 2017

1)	Total dogs picked up by Wardens (a+b)	42
	a. Owner requested pick up	1
	b. Strays picked up by Wardens	41
2)	Strays brought in by public	11
3)	Dogs brought to pound by owners	13
4)	Total Dogs to Pound (1+2+3)	26
5)	Dogs Sold	11
6)	Dogs Redeemed by Owners	31
7)	Releases to Rescues	27
8)	Dog Holdovers	43
9)	Number of dogs euthanized	6
10)	Euthanasia Fees	\$ 0
11)	Pound Fees	\$ 1,274.00
12)	Pick up Fees	\$ 644.00
13)	License Fees	\$ 826.00
14)	Licenses sold on the road by Wardens	0
15)	License Sold at the Pound	34
16)	Complaints Handled	97
17)	Citations Issued	6
18)	Animal Claims	0
19)	Mileage on Trucks (1 & 2)	F-150 - 2,314.8 Ford Ranger - 2,005

Submitted by: Terry Warner - Tus. Co. Dog Warden

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

**RESOLUTION (593-2017) OUT OF COUNTY TRAVEL – EMA**

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to approve the following travel request as submitted by Alex McCarthy, Director of Tuscarawas County Emergency Management:

DATE: 07-15-2017

LOCATION: Brecksville Community Center

ATTEND: 1 (Alex McCarthy)

EXPENSE: Use of County vehicle (no other anticipated costs)

REASON: Training – Mobilizing Faith-Based Community Organizations in Preparing for Disaster

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

**RESOLUTION (594-2017) OHIO DEPARTMENT OF REHABILITATION AND CORRECTION SUBSIDY AGREEMENT**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to approve the Subsidy Grant Agreement for Community-Based Correction Programs Non-Residential Felony pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code made and entered into by and between the Ohio Department of Rehabilitation Services, Division of Parole and Community Services, Bureau of Community Sanctions, and Tuscarawas County.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
SUBSIDY GRANT AGREEMENT FOR  
COMMUNITY-BASED CORRECTIONS PROGRAMS  
NON-RESIDENTIAL FELONY**

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL FELONY (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 770 West Broad Street, Columbus, Ohio and Tuscarawas County (hereinafter referred to as Grantee), 125 East High Ave., New Philadelphia, Ohio, 44663. The Grantor and the

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of up to Two Hundred and Fifty-Six Thousand Three Hundred and Twenty-Five dollars (\$256,325.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$29,865.10, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 34-6002853. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

Program Name	Application identifier	Amount
PSI	407-PSI-2018-App-TuscCPAPD-00219	\$ 49,600
Pretrial	407-PT-2018-App-TuscCPAPD-00234	\$ 46,681
Intensive Supervision	407-ISP-2018-App-TuscCPAPD-00235	\$ 160,044
		\$
		\$
		\$

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
  - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2019. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
  3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community Non-Residential Felony Programs subsidy (407) budget amount for Fiscal Years 2018 and 2019. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
  4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application's (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.
  5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.
  6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

- 7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.
- 8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
- 9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
- 10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
  - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
  - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30<sup>th</sup> 2018 (FY '18) and September 30<sup>th</sup> 2019 (FY '19).
  - C. Four (4) performance reports shall be completed by the Grantee according to the below schedule which indicate the Grantee's performance of Program Services specific to established outcome goals. The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.
 

a. Period One – July 1, 2017 to December 31, 2017	Due Date – January 31, 2018
b. Period Two – January 1, 2018 to June 30, 2018	Due Date – July 31, 2018
c. Period Three-July 1, 2018 to December 31, 2018	Due Date – January 31, 2019
d. Period Four – January 1, 2019 to March 31, 2019	Due Date – April 30, 2019

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

- 11. Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

- 12. Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order

2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the "Community Based Correction Act Program Grant Approval" letter that such Funds are available to Grantee.
17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

- 21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
- 22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- 24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 28. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

**FOR THE GRANTOR:**

Christopher Galli  
 Christopher Galli, Chief  
 Bureau of Community Sanctions

Cynthia Mausser  
 Cynthia Mausser  
 Managing Director of Courts and Community



FOR THE GRANTEE:

Chris Abbuhl 7/10/2017  
County Commissioner Date

Kerry Metzger 7/10/2017  
County Commissioner Date

Joe Sciarretti 7/10/17  
County Commissioner Date

FOR THE GRANTEE:

\_\_\_\_\_  
County Executive Date

FOR THE GRANTEE:

\_\_\_\_\_  
Mayor/City Manager Date

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

**RESOLUTION (595-2017) ENGINEER PROJECT #1-2017 RODWAY RESURFACING CONTRACT –SUPERIOR PAVING & MATERIALS, INC.**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to enter into and sign the contract for Engineer Project #1-2017 Roadway Resurfacing Parts 1 and 4 with Superior Paving & Materials, Inc., per the recommendation of Joseph S. Bachman, Tuscarawas County Engineer, and appoint Chris Arthurs as Prevailing Wage Coordinator.

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

**RESOLUTION (596-2017) ENGINEER PROJECT #3-2017 ROADWAY RESURFACING PROJECT CONTRACT – NEWTON ASPHALT PAVING, INC.**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to enter into and sign the contract for Engineer Project #3-2017 Roadway Resurfacing with Newton Asphalt, Inc., per the recommendation of Joseph S. Bachman, Tuscarawas County Engineer, and appoint Chris Arthurs as Prevailing Wage Coordinator.

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

**RESOLUTION (597-2017) GRANT ANNEXATION – NORTH STAR OF DOVER LLC AND CITY OF DOVER**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to grant the following annexation:



**Kyler, Pringle,  
Lundholm & Durmann**  
A Legal Professional Association



James J. Pringle  
J. Kevin Lundholm \*  
Harry C. E. Tolhurst, III  
Jonathan C. Mizer

Wilford R. Miller – Retired  
Glenn G. Durmann – Retired  
William A. Kyler (1938-2014)

\*Certified by National Board of Trial  
Advocacy as a Civil Trial Advocate

Post Office Box 668  
405 Chauncey Avenue NW  
New Philadelphia, OH 44663  
Telephone: (330) 343-5585  
Fax: (330) 343-7977

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

June 12, 2017

Tuscarawas County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio



RE: North Star of Dover, LLC – Land Annexation

Dear Sirs:

I am working with North Star of Dover, LLC regarding their annexation of property from Dover Township to the City of Dover, Ohio. In connection with this, I am following the annexation requirements as set forth in Ohio Revised Code Section 709.023. In connection with this, I have enclosed the following for your use:

1. Petition of Landowners to County Commissioners for Annexation to Municipality;
2. Full completed County Required Annexation Checklist;
3. Original plats (2).

I am in the process of completing the notification of the filing of the Petition for Annexation upon the adjacent property owners, City of Dover and Dover Township as required by the statute. I will file my Certification of Service with you within the next five days. I will also supply the proposed Order of County Commissioners Approving Annexation closer to time for review.

If you should have any questions, please feel free to call.

*Oldest Law Firm in Tuscarawas County*

Very truly yours,

  
Jonathan C. Mizer  
jmizer@kpldlaw.com

JCM/wd  
Enclosures

**PETITION OF LANDOWNERS TO COUNTY COMMISSIONERS  
FOR ANNEXATION TO MUNICIPALITY  
(RC 709.02 and R.C. 709.023)**

To the Board of County Commissioners of Tuscarawas County, Ohio.

The undersigned, being a majority of the owners of real estate residing on the territory described, hereby petition for the annexation of the following described territory to the City of Dover, Tuscarawas County, Ohio:

**See description attached hereto as Exhibit "A".**

The above-described territory is adjacent and contiguous to the City of Dover, Ohio.

Petitioner has attached hereto and made a part of this petition an accurate map showing the boundaries of the territory sought to be annexed, marked "Map of Territory to Be Annexed to the City of Dover, Ohio", but not to be excluded from the township pursuant to R.C. 503.07.

The City of Dover, Ohio Planning Commission has approved the plat for the territory to be annexed. A copy of the Dover Planning Commission Minutes from April 11, 2017, are attached hereto as **Exhibit "B"**.

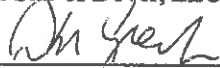
Petitioner states that there is one owners of real estate in the territory sought to be annexed.

Jonathan C. Mizer is hereby appointed agent for the undersigned petitioner as required by RC 709.02, with full power and authority to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Any such amendment, alteration, change, correction, withdrawal, refiling, substitution, compromise, increase or deletion, or other things or action for the granting of this petition shall be made in the petition, description, and/or plat by the agent without further expressed consent of the petitioner.

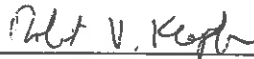
A list of all adjacent property owners along with their parcel numbers is attached as **Exhibit "C"**.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.**

North Star of Doyer, LLC



\_\_\_\_\_  
Dennis Grech/Managing Member



\_\_\_\_\_  
Robert V. Klopfer

EXHIBIT "A"

Situated in the City of Dover, County of Tuscarawas and State of Ohio, being all of a 0.017 of an acre tract, Tax Parcel No. 10-01174.001, all of a 0.28 of an acre tract, Tax Parcel No. 10-01261.000, all of a 0.31 of an acre tract, Tax Parcel No. 10-00281.000, all of a 0.401 of an acre tract, Tax Parcel No. 10-01318.001, and all of a 0.369 of an acre tract, Tax Parcel No. 10-01318.000, in Lot Number Thirty (30) in the Second Quarter, Township (9), Range Two (2) of the United States Military Lands conveyed to North Star of Dover, LLC, an Ohio Limited Liability Company by deeds recorded in Volume 745, Page 385, Volume 746, Page 735, and Official Records (O.R.) Volume 1005, Page 860 of the Tuscarawas County Deed Records, and being more fully described as follows:

Beginning at a 1½" diameter axle found at the southwest corner of the said 0.369 of an acre tract, at the southeast corner of a 1.904 acres tract conveyed to North Star of Dover, LLC by deed recorded in O.R. Volume 1458, Page 1361 of the said county's deed records, on the north boundary line of a 7.600 acres tract conveyed to DJK Crown Holdings, LLC by deed recorded in O.R. Volume 1440, Page 80 of the said county's deed records, on the south boundary line of the north half of Lot Number Thirty (30), and on the present day City of Dover Corporation Line, said point of beginning located the following two courses from an iron pin found at the northeast corner of Lot Number Thirty (30) and at the northeast corner of Vacated Crown Road - Township Road #164, recorded in Plat Book 35, Page 43 of the Tuscarawas County Plat Records, thence proceeding along the east Lot Line of Lot Number Thirty (30) and the east boundary line of Vacated Crown Road - Township Road #164, South 6°-28'-00" East, 1343.20 feet to a point at the southeast corner of the north half of Lot Number Thirty (30), the southeast corner of the said Vacated Crown Road, and the northeast corner of said 7.600 acre tract;

thence along the south boundary lines of the north half of Lot Number Thirty (30), the said Vacated Crown Road and the said 0.369 of an acre tract, and the north boundary line of the said 7.600 acres tract, South 83°-58'-22" West, 163.01' to the point of beginning of the tract herein described;

thence from the point of beginning, leaving the said boundary lines and proceeding along the east boundary line of the said 1.904 acres tract, the west boundary lines of the said 0.369 of an acre tract, the said 0.401 of an acre tract, the said 0.31 of an acre tract and the said 0.28 of an acre tract, and the said corporation line, North 6°-29'-27" West, 389.67 feet to an iron pin found at the northeast corner of said 1.904 acres tract and on the boundary line of a 26.195 acres tract conveyed to North Star Community, LLC by deed recorded in O.R. Volume 1244, page 274 of the said county's deed records;

thence continuing along the west boundary line of the said 0.28 of an acre tract and the said corporation line, and proceeding along the west boundary line of the said 0.017 of an acre tract and the boundary line of the said 26.195 acres tract, North 6°-29'-27" West, 10.46 feet to an iron pin found at the northwest corner of the said 0.017 of an acre tract and at a corner on the boundary line of the said 26.195 acres tract;

thence continuing along the boundary line of the said 26.195 acres tract and the said corporation line, and proceeding along the north boundary line of the said 0.017 of an acre tract, North 84°-18'-12" East, 152.19 feet to an iron pin found at the northeast corner of the said 0.017 of an acre tract and on the west boundary line of the said Vacated Crown Road;

thence leaving the boundary of the said 26.195 acres tract, continuing along the said corporation line, and proceeding along the west boundary line of the said Vacated Crown Road and the east boundary lines of the said 0.017 of an acre tract, the said 0.28 of an acre tract, the said 0.31 of an acre tract, the said 0.401 of an acre tract and the said 0.369 of an acre tract, South 6°-28'-00" East, 359.08 feet to a point;

thence continuing along the west boundary line of the said Vacated Crown Road, the east boundary line of the said 0.369 of an acre tract and the said corporation line, South 25°-33'-08" West, 47.15 feet to a point at the southwest corner of the said Vacated Crown Road, at the southeast corner of the said 0.369 of an acre tract, on the north line of the said 7.600 acres tract and on the south boundary line of the north half of Lot Number Thirty (30);

thence leaving the said corporation line and proceeding along the south boundary line of the said 0.369 of an acre tract and the north half of Lot Number Thirty (30), and the north boundary line of the said 7.600 acres tract, South 83°-58'-22" West, 127.01 feet to the point of beginning, containing 1.384 acres to be annexed to the City of Dover, of which 0.0175 of an acre was found to be the actual area of the 0.017 of an acre tract, 0.2806 of an acre was found to be the actual area of the 0.28 of an acre tract, 0.3156 of an acre was found to be the actual area of the 0.31 of an acre tract, 0.4032 of an acre was found to be the actual area of the 0.401 of an acre tract, and 0.3671 of an acre was found to be the actual area of the 0.369 of an acre tract;

The bearings are based on the westerly boundary line of the vacated Crown Road (Twp. Rd. #164) recorded in Plat Book 35, Page 43 of the Tuscarawas County Plat Records, said bearing being South 6°-28'-00" East. All other bearings are from angles and distances measured in the field.

The above description was prepared using recorded information from the Tuscarawas County Deed and Plat Records and from information gathered in field surveys made through March of 2017.

Survey prepared by Daniel R. Dummermuth, Registered Surveyor #7442, and checked by Donald R. Dummermuth, Registered Surveyor #5075.

**PLANNING COMMISSION**  
City of Dover Planning Commission  
April 11, 2017  
Meeting Minutes

**EXHIBIT B**

**MEMBERS PRESENT:**

John Bender, Roy Crawford, Dave Douglas, Mayor Homrighausen, Gary Martin and Jeff Miller.  
Zack Deems was absent.

Mayor Homrighausen called the meeting to order at 2:10 PM. He noted that a quorum was present and that Roy Crawford was running a little late.

The following items came before the Commission:

**1. TRAVEL CAMP AT M & M INDUSTRIAL PARK**

Mayor Homrighausen noted that this item would be removed from the agenda. The developer had changed his mind, although he did not contact the Mayor personally.

**2. ADDITION TO THE AGENDA - PRELIMINARY PLAT AND PLANS FOR GALAXY DRIVE**

Mr. Don Dummermuth and Mr. Dennis Grech presented and explained the preliminary plat regarding Galaxy Drive. Mr. Dummermuth stated that, in going through the project, they had discovered that all the area that encompasses the apartments is not in the corporation limits and they would like to have that area annexed into Dover. When the property was initially annexed, Mr. Grech did not own the part that is now in the township. However, due to the street expansion, which was completed in response to earlier recommendations by the Planning Commission, there may be a small encroachment on their own lots and they will need to annex that property at this time. Mr. Dummermuth stated that Mr. Grech will petition Tuscarawas County for that annexation and, after that Public Hearing, will bring the matter back before City Council for their approval.

Mr. Dummermuth also explained that Mr. Grech will need to create individual lots on the property in order to allow him to use multiple lenders, if necessary. Each lot, with only a couple exceptions, would meet all setbacks and criteria for R-5 zoning by about 99%. Mr. Dummermuth stated that he would like to be on the agenda for the next Planning Commission, scheduled for May 9, 2017, to present the final plat as well as utility plans. Other discussion included Mr. Grech stating that he has no plans to sell individual lots and that he will retain ownership and control. Mr. Grech also stated that there will be off-street parking. Mr. Dummermuth spoke of the plans to extend the water line to the railroad tracks to change it to have a continual loop to avoid disruption to everyone in the event of a leak.

Mayor Homrighausen moved and Mr. John Bender seconded a motion to approve the preliminary plat. The motion carried.

**3. APPROVAL OF MARCH 14, 2017 MINUTES**

Mayor Homrighausen moved and Mr. Gary Martin seconded a motion to approve the March 14, 2017 minutes. The motion carried.

**4. OTHER BUSINESS**

Next meeting is May 9, 2017 at 2:00 PM

**5. ADJOURNMENT**

Meeting adjourned at 2:26 PM.

Respectfully submitted,

  
Eva Newsome, Acting Planning Commission Secretary

**EXHIBIT "C"**

<b><u>Name of Owner</u></b>	<b><u>Mailing Address</u></b>	<b><u>Permanent Parcel #</u></b>
North Star of Dover, LLC	137 E. Iron Avenue Dover, OH 44622	10-01261.000 (Annexed Parcel)
North Star of Dover, LLC	137 E. Iron Avenue Dover, OH 44622	10-00281.000 (Annexed Parcel)
North Star of Dover, LLC	137 E. Iron Avenue Dover, OH 44622	10-01318.001 (Annexed Parcel)
North Star of Dover, LLC	137 E. Iron Avenue Dover, OH 44622	10-01318.000 (Annexed Parcel)
North Star of Dover, LLC	137 E. Iron Avenue Dover, OH 44622	15-06024.018
North Star Community, LLC	137 E. Iron Avenue Dover, OH 44622	15-06024.001
DJK Crown Holdings, LLC	322 Bowers Ave., NW New Philadelphia, OH 44663	10-01452.001
Joyce A. Warrick	163 Polaris Dr. Dover, OH 44622	15-02035.000
Ruth A. Draher	165 Polaris Dr. Dover, OH 44622	15-02411.000
Ola E. Wyatozki	167 Polaris Dr. Dover, OH 44622	15-02075.000
Samuel A. Linger	169 Polaris Dr. Dover, OH 44622	15-02169.000
Mary Russell	159 Polaris Dr. Dover, OH 44622	15-02364.000



VOL. \_\_\_\_\_ PG. \_\_\_\_\_

**PLAT OF ANNEXATION  
TO  
THE CITY OF DOVER, OHIO  
1,384 ACRES  
PLATED BY  
GEORGE A. FIEDLER AND ASSOCIATES  
DOVER, OHIO  
SCALE 1" = 100'-0" 11 APRIL 2017**

**VICINITY MAP**

GRAPHIC SCALE

**ACKNOWLEDGEMENTS**

Know all men by these presents, North Star of Dover, LLC, an Ohio limited liability company, by James M. Jank, President, and Robert W. Koster, Secretary, as parties of the first part to this plat, do hereby acknowledge the filing of this subdivision plat to be as hereinafter set forth.

**WITNESSES:**

**OWNER: NORTH STAR OF DOVER, LLC**

*James M. Jank*  
President

*Robert W. Koster*  
Secretary

**STATE OF OHIO  
COUNTY OF TUSCARAWAS**

James M. Jank, a duly qualified and for said County authorized state auditor of Ohio, (witness) and Robert W. Koster, Secretary of North Star of Dover, LLC, the owner of North Star of Dover, LLC, do hereby certify that they did sign the foregoing instrument and that it has been duly and lawfully acknowledged to be in conformity with the laws of Ohio and that they are duly and lawfully qualified to do so.

*James M. Jank*  
Auditor

*Robert W. Koster*  
Secretary

The foregoing plat was acknowledged by the members of the plat and recorded and was signed by the Auditor of the County of Dover on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, and entered in its records.

\_\_\_\_\_  
Clerk of Court

The foregoing plat was acknowledged by the members of the plat and recorded and was signed by the Auditor of the County of Dover on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, and entered in its records.

\_\_\_\_\_  
Clerk of Court

The foregoing plat was acknowledged by the members of the plat and recorded and was signed by the Auditor of the County of Dover on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, and entered in its records.

\_\_\_\_\_  
Clerk of Court

**Checked by:** *David R. Bennett*  
David R. Bennett  
Registered Surveyor #2024

**Prepared by:** *David R. Bennett*  
David R. Bennett  
Registered Surveyor #2024

County Tax Parcel Number	Area to Be Plat	Area To Be Plat	Area To Be Plat
15-01174.00	0.017 of an Acre	15-	0.0175 of an Acre
15-01201.00	0.26 of an Acre	15-	0.2628 of an Acre
15-02281.00	0.71 of an Acre	15-	0.7138 of an Acre
10-01100.00	0.807 of an Acre	15-	0.8022 of an Acre
10-01110.00	0.268 of an Acre	15-	0.2671 of an Acre

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017, \_\_\_\_\_  
Tuscarawas County Seal Office

Entered for records this \_\_\_\_\_ day of \_\_\_\_\_, 2017, \_\_\_\_\_  
Tuscarawas County Auditor

Recorded for record this \_\_\_\_\_ day of \_\_\_\_\_, 2017, \_\_\_\_\_  
Recorded on Plat Book \_\_\_\_\_ Page \_\_\_\_\_

\_\_\_\_\_  
Tuscarawas County Recorder

Beaumont has been issued upon the correctly recorded copy of recorded Deed Book, and being being Book F-25-470, Page 124, as recorded in Plat Volume 27, Page 43 of the Tuscarawas County Plat Records.

This plat was prepared using recorded information from the Tuscarawas County Deed and Plat Records and from information provided in field notes from Beaumont dated 2017.

6/5/17 6:05 DEPT  
5

ANNEXATION CHECKLIST (must be fully completed prior to filing annexation petition)

Annexation Petition Checklist		NO.		Comments		Signature of Official	
YES	NO	YES	NO	Comments	Signature of Official	Signature of Official	Signature of Official
<b>GIS Approval</b>							
			NA	Comments			
			✓	will be done at time of recording			RTN
<b>Regional Planning Approval</b>							
			NA	Comments			
			✓	John P. Long			
<b>County Engineer Approval</b>							
			NA	Comments			
			✓				John P. Long
<b>Annexation Requirements</b>							
Type of Annexation Petition:							
			X				
			X				
			X				
Annexation Agreements or CEDA Included?							
			X				
Annexations of Municipal, County or State-owned Land (submitted by Municipality) ORC 709.16							
			X				
Director of Dept. of Administrative Services has filed written consent if state-owned land (ORC 709.16(D))							
			X				
Annexation Requirements continued							
			X				
Petition includes Full & Accurate Legal Description of Perimeter (verified by GIS/Map Office) ORC 709.02(C)(2)							
			X				
Petition includes accurate plat and map (verified by GIS/Map Office) ORC 709.02(C)(2)							
			X				
				There are a couple of things on file that may not need corrected.			RTN
							RTN

Real estate is contiguous to municipality to which annexation is proposed (verified by GIS/Map Office) ORC 709.02 (a)				X				RTZ
Territory to be annexed is not unreasonably large (verified by GIS/Map Office) ORC 709.033(4)				X				RTZ
Does Territory have a common boundary of 5% perimeter? (verified by GIS/Map Office)				X				RTZ
No Island is created (verified by GIS/Map Office)				X				RTZ
If land is located in more than one county, majority of acreage in territory is within county of filing (verified by GIS/Map Office) ORC 709.11					X			RTZ
Petition includes Signatures of at least 51% of property owners in the area proposed to be annexed (ORC 709.02 (c)(1))				X				
All signatures are of "owners" as defined in ORC 709.02 (E). Owners must be authorized to sign the petition and have title to property on date petition was filed (ORC 709.02(E))				X				
Each Signature includes a date it was obtained, and no signature was obtained more than 180 days before petition was filed. (ORC 709.02 (C)(1))				X				
Petition includes name and address of agent for petitioners. (ORC 709.02(C)(3))				X				
List of parcels in area to be annexed and adjacent territory that includes name of owner, mailing address of owner, and permanent parcel number was submitted with petition. (ORC 709.02(D))				X				

VOTE:

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

**RESOLUTION (598-2017) MANUFACTURING WEEK 2017 PROCLAMATION**

It was moved by Commissioner Metzger, second by Commissioner Sciarretti, to proclaim the following:

**P**ROCLAMATION

**Tuscarawas County Manufacturing Week 2017**

**WHEREAS**, the intent of Tuscarawas County Manufacturing Week is to highlight the incredible contribution made by the manufacturing companies, professions, employees and the industry right here in Tuscarawas County ; and

**WHEREAS**, the week will highlight the Tuscarawas County Dale Lauren Foland Manufacturing Camp at Buckeye Career Center, which is sponsored and run by local manufacturing companies intending to engage 7<sup>th</sup> and 8<sup>th</sup> grade youth in Tuscarawas County in better understanding the impact and opportunities that the manufacturing industry provides in the county; and

**WHEREAS**, the week will also be capped with a Saturday (10:00 AM to 2:00 PM) event that is open to the public at Kent State University Tuscarawas named the "Manufacturing Festival"; and

**WHEREAS**, the Manufacturing Festival is a family-style, carnival-like event highlighting local manufacturing companies in the County; and

**WHEREAS**, the event is intended to draw people's attention to the impressive companies and the strong manufacturing base we have right here in Tuscarawas County; and

**NOW, THEREFORE BE IT RESOLVED**, by the Tuscarawas County Board of Commissioners to proclaim and recognize the week of July 17<sup>th</sup>, 2017, as Tuscarawas County Manufacturing Week.



*Chris Abbuhl*  
Chris Abbuhl

*Kerry Metzger*  
Kerry Metzger

*Joe Sciarretti*  
Joe Sciarretti

**Discussion:** Commissioner Abbuhl stated that this is the second year for the Dale Lauren Foland Manufacturing Camp, which was initiated through Senator Sherrod Brown. Mr. Abbuhl expressed that this is a great event for the approximately 40 attendees (an increase from last year) who gain valuable experience, substantial knowledge of modern manufacturing.

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

**RESOLUTION (599-2017) PAY BILLS**

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

<b>911</b>		
Staley Technologies	Maintenance Contract/Paging System	727.65
<b>Auditor</b>		
Treasurer Tusc Co	Fuel	38.09
Treasurer State of OH	GAAP	400.00

**Commissioners**

MNJ Technologies	DVD Writer	28.00
Tusc Co IT Dept	Supplies	328.09
NP Water Dept	Water/160 1 <sup>st</sup> Drive	18.25
NP Water Dept	Water/125 EH	328.20
NP Water Dept	Water/JFS	220.35
NP Water Dept	Water/101 EH	174.99
Tractor Supply	Supplies	9.99
Tusc Co IT Dept	Supplies	63.00
Lilian Devlin	Insurance Claim	120.00

**Dog Pound**

Fairfield Computer Services	Monthly Dog License	200.00
Miller's Clothing	Uniforms/Boots	321.75
Oak Pointe Vet	Medical Care	133.20
Staley Technologies	Radio/Siren Equipment Installation	7,026.19
NP Water Dept	Water	109.65

**Emergency Management**

MNJ Technologies	Supplies	319.00
Gail Baldwin	Travel	51.52

**Engineer**

JW Cookson	Repairs/Parts	45.44
Dominion East Ohio Gas	Service	71.05
Young Truck Sales	Repairs/Parts	26.46
Allstate Sales	Repairs/Parts	1,830.38
Joe Bachman	Travel & Misc Reimb	577.76
Tusc Construction Supply	Bridge & Culvert Supplies	216.30
Truck Sales & Service	Repairs/Parts	9.0
Gemstone Gas & Welding	Bridge & Culvert Supplies	15.95
Fastenal	Bridge & Culvert Supplies	711.85
Deems Auto Electric	Repairs/Parts	196.50
Davis Radiator	Repairs/Parts	65.00
Kuester Implement	Repairs/Parts	34.32
Cross Truck Equipment	Repairs/Parts	14.50
Liniform	Uniform Rental	128.16
Clark Company	Materials per bid	20,303.50
Galicks	Bridge & Culvert Supplies	152.08
Stony Point Supplies	Bridge & Culvert Supplies	92.10
Frontier Communications	Service	157.16
Gray-Eering	Repairs/Parts	863.89
American Electric Power	Electric	1,911.08
Holmes Oil Distributing	Oils & Greases	319.00
Helblings Supply	Supplies	48.63
DeAngelo Brothers	Guardrail Spraying	26,038.80
National Lime & Stone	Materials per bid	17,693.31
Peterman Plumbing	Services	1,185.35
Starlight Enterprises	Office Cleaning	424.00
Kyle Weygandt	Safety Training	500.00
Kimble Recycling	Trash Dumpster NP & Port	59.95
Twin City Automotive	Repairs/Parts	278.21
Centre Supply	Repairs/Parts	119.82
Holmes Wayne Electric	Service	22.45
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	202.00
Stocker Concrete	Mat'l per bid	8,437.50
Ziegler Tire	Tires per State Pricing	1,639.69
Asphalt Materials	Material per bid	222,008.42

**Human Resources**

Tusc Co IT Dept	Supplies	114.02
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**Job & Family Services**

Walmart Community	PRC	748.80
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David & Tracey Taylor	FC Clothing Reimb	35.01
Luke & Megan Kneuss	FC Clothing Reimb	302.59
Simon & Katie Yoder	FC Clothing Reimb	98.72
Raymond & Laura Miller	FC Clothing Reimb	125.47
All About Children	FC Daycare	3,448.22
Kyler Pringle Lundholm Durman	Non-Recurring Adoption Expenses	671.00
Dr Nicholas Varrati MD	Drug Screens	120.00
Guidestone	Parent Monitoring	2,449.20
Raymond & Kelsie Shanefelt	Transportation	19.69
Nicholas & Clorissa Garlando	Transportation	317.40
Mark & Raynah Abbuhl et al	AA & SAMS	28,208.81
Dominion Energy OH	Prevention	259.88
City of Dover	Prevention	231.71
Jolynn Papuga	Supplies	81.34
Jolynn Papuga	Travel	53.11
Marie King	Travel	28.98
Marie King	Travel	198.03
Staples Advantage	Supplies	72.65
US Postal Service	Postage by Phone	2,500.00
Cannon IV	Toners	339.13
G & L Supply	Supplies	793.67
Action Now Services	Monthly Pest Control	55.00
Lexis Nexis	User Fee	226.00
Verizon Wireless	Cell Phone	1,082.99
Stacia Stevens	Travel	638.94
Jaime Grunder	Travel	433.14
Elizabeth Renner	Travel	616.96
Kathy Fisher	Travel	357.72
Elizabeth Benedetto	Travel	266.34
Christine Shear	Travel	258.43
Malissa Cantarero	Travel	191.13
Natalie Zimmerman	Travel	167.81
Timothy Haswell	Travel	214.51
Heather Miller	Travel	167.49
Trudy Lewis	Travel	109.39
Beth Kiggans	Travel	144.67
Mandy Prosser	Travel	66.70
Nicholas & Clorissa Garlando	Travel	94.53
Raymond & Kelsie Shanefelt	Transportation	3.68
<b>Juvenile/Probate</b>		
Judge Linda Kate	Reimb/Supplies	159.74
<b>Law Library</b>		
Lexis Nexis	On Line	119.00
Frontier	Service	55.98
Clerk of Courts	Notary Fees	42.00
<b>Recorder</b>		
Xerox	Base Copy Charges	164.76
<b>Sheriff</b>		
Holmes Co Sheriff's Office	Confidential Funds	3,000.00
Tusc Co IT Dept	Supplies	152.00
Graphic Enterprises	Copier Supplies	14.96
Verizon Wireless	Cell Phone Service	477.35
Staley Technologies	Service Contract/Radios	359.42
Lowe's	Supplies	234.87
Wayne Garage Door	Door Repairs	174.50
Hajoca Corp	Toilet Repairs	58.65
Ream & Haager	Lab Services	45.00
Dominion East Ohio Gas	Natural Gas	1,500.09
Miller & Co	Porta John Service	160.00
Time Warner Cable	Cable/Internet	112.23
Time Warner Cable	Cable/Internet	109.66

Gall's	Supplies	218.00
Hahn's Motors	Cruiser Repairs	198.00
Furey	Cruiser Repair	4,076.92
Staley Technologies	Repairs	49.00
Ziegler Tire	Repairs	2,175.64
Dutch Creek Foods	Inmate Food	4,440.37
Avalon	Inmate Food	5,837.44
OH BCI & I	CCW Background Checks	2,291.00
Agland Coop	Fuel	7,121.42

**Treasurer**

IT Dept	Supplies	471.41
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**Veterans**

Spectrum Business	Cable/Internet	212.57
Action Now Pest Control	Pest Control	45.00
Verizon	Cell Phone Service	114.76
Cardinal Fleet Service	Cleaning Services	160.00
IT Dept	Supplies	216.66
JFS	Billable Services	48.76

**Water & Sewer**

Frontier	Service	50.93
American Electric Power	Electric	327.07
Crossroads	Material	21.00
Univar	Materials	2,247.26
Stony Point	Materials	98.00
Lowe's	Materials	263.36
Fenton Brothers	Materials	15.00
Bridges Excavating	Sewer Line Replacement	15,930.00
Pro-Tech	Controls	2,000.00
Frontier	Service	46.68
Frontier	Service	41.24
Frontier	Service	52.63
American Electric Power	Electric	558.46
Newcomerstown Water	Sewage Disposal	7,374.51
Lowe's	Materials	163.85
Lowe's	Materials	3.79
Crossroads	Materials	32.21
Sherwin Williams	Materials	145.91
Fenton Brothers	Materials	308.27
Fenton Brothers	Equipment	146.99
Lowe's	Equipment	663.10
American Electric Power	Electric	362.15
US Post Office	Stamps	65.20
American Electric Power	Electric	4,093.62
Mike Jones	Postage Paid	6.10
Coshocton Environmental	Lab Services	517.50
Coshocton Environmental	Lab Services	135.00

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

**RESOLUTION (600-2017) RECESS**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to go into recess at 9:13 a.m. until 9:30 a.m. for the purpose of the Community Development Block Grant (CDBG) Public Hearing #2.

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

Commissioner Abbuhl called the meeting out of Recess and into Regular Session at 9:30 a.m. for the purpose of the CDBG Public Hearing #2.

**SIGN-IN SHEET**  
**PY-2017**  
**CD ALLOCATION BLOCK GRANT**  
**PUBLIC HEARING #2**  
**Monday, July 10, 2017 @ 9:30 a.m.**

NAME:	COMMUNITY OR ORGANIZATION REPRESENTING:
1.) Scott A. Reynolds	TASC Co. OCEID
2.) Rocky Kerby	Clay Twp.
3.) <del>Michelle Jackson</del>	W 112 Road
4.) <del>Chris Smith</del>	Town. Comm. Commissioner
5.) <del>Chris Smith</del>	Town. Comm. Commissioner
6.) Kerry Metzger	Commissioner
7.) <del>Ad. Clerk</del>	Clerk
8.) <del>Michelle Jackson</del>	OCEID
9.) James Clark	TASC Co. Commissioner's Office
10.)	
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29.)	

Scott Reynolds, the Director of the Office of Community and Economic Development began the public hearing by reading the advertisement, which was recently published in *The Times Reporter*.



**NOTICE OF PUBLIC HEARING #2  
(PY-2017 & 2018 CD Allocation Block Grant Program & Critical Infrastructure Grant Program)**

The County of Tuscarawas intends to apply to the Ohio Development Services Agency Office of Community Development for biennial funding under the Community Development Allocation Block Grant (CDBG) Small Cities Program, a federally funded program administered by the State. The County is eligible for \$331,000.00 of Program-Years 2017 & 2018 CD Allocation funding provided the County meets applicable program requirements. Total PY-2017 & 2018 CD Allocation funds administered by the County = \$331,000.00.

On Wednesday, May 10, 2017 the County conducted its first public hearing specific to the PY-2017-18 CD Allocation Program to inform citizens about the program and how it may be used, as well as what activities are eligible and other important program requirements.

Based on both citizens' input and local officials' assessment of the County's needs, the County is proposing to undertake the following CD Allocation activities for Program Years 2017-18:

<b>Activity</b>	<b>CD Allocation Funding</b> (Approximate \$)	<b>Other Funding</b> (Approximate \$)	<b>National Objective</b>
Warwick Township (Street Improvements) (Mud Run Rd.)	\$ 59,357.00	\$ 20,000.42	L & M Income
Village of Dennison (Sidewalk Improvements) (S. 2 <sup>nd</sup> Street)	\$ 51,000.00	\$ 7,100.00	L & M Income
Salem Township (Street Improvements) (Williams Rd.)	\$ 40,000.00	\$ 3,512.38	L & M Income
Clay Township (Street Improvements) (Fox Valley Rd.)	\$ 51,327.00	\$ 5,703.60	L & M Income
Auburn Township (Street Improvements) (Bolman Rd.)	\$ 69,736.00	\$ 84,681.85	L & M Income
Fair Housing/Administration (Required)	\$ 59,580.00	- 0 -	-----
<b>Subtotal (CD Allocation)</b>	<b>\$331,000.00</b>		

**Total PY-2017-18 Allocation Grant = \$331,000.00**

Tuscarawas County will also be applying for up to \$300,000.00 in Critical Infrastructure Grant Funds on behalf of the Twin City Water & Sewer District.

This Competitive Grant, if funded, will include replacing 1,875' of waterline 1,270' of sanitary sewer, as well as replacing the lead service connections.

<b>Activity</b>	<b>CDBG Funding</b> (Approximate \$)	<b>Other Funding</b> (Approximate \$)	<b>National Objective</b>
City of Uhrichsville (Public Facilities) (Eastport Avenue)	\$300,000.00	\$288,100.00	L & M Income

**Subtotal (CIG) \$300,000.00**

**Total PY-2017 CDBG Critical Infrastructure Grant = \$300,000.00**

A second Public Hearing will be held on Monday, July 10, 2017 at 9:30 A.M. in the William E. Winters Board Room, 125 East High Avenue, New Philadelphia, Ohio 44663, to give citizens an opportunity to review and comment on the County's proposed CD Allocation Application and the Critical Infrastructure Grant Application, including the proposed activities summarized above, before the County submits its applications to the Ohio Development Services Agency.

Citizens are encouraged to attend this hearing on Monday, July 10, 2017 at 9:30 A.M. to express their views and comments on the County's proposed CD Allocation Application's proposed projects and the Critical Infrastructure Grant Project.

ATTEST: Clerk of Board: Adam Stilgenbauer  
Published by order of the Tuscarawas County Board of Commissioners

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Director Reynolds then stated that his office was seeking authorization from the Commissioners to fund the projects, which were agreed upon by OCED and the Commissioners. Ruby Kinsey from Clay Township thanked the Commissioners for finding a way to fund the project for Clay Township. Commissioner Abbuhl responded by saying that he wished there was more money to fund more projects or provide greater funding for certain projects. There was approximately \$740,000 received in requests, but only approximately \$300,000 to fund those projects. Commissioner Metzger wished for clarification on CDBG for 2018, to which Mr. Reynolds responded by saying that there will not be any CDBG funding next year, but rather 2019. Half of the state's 88 counties applied in 2017, while the second half will apply in 2018; this change was made in part to ease the burden on state in regards to the project and funding review process. In response to this, Commissioner Metzger mentioned that it may be advantageous for OCED to inform the Townships of this change to provide further clarification. Commissioner Sciarretti asked Director Reynolds if the projects not funded may stay in a que or if the projects must be resubmitted. Mr. Reynolds responded to that question by clarifying that the projects must be resubmitted during the next process, which will be in 2019.

**RESOLUTION (601-2017) CDBG PROJECT FUNDING AUTHORIZATION**

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to authorize the following projects for funding for the 2017-2018 CDBG Allocation Grant:

<u>Activity</u>	<u>CD Allocation Funding</u> (Approximate \$)	<u>Other Funding</u> (Approximate \$)	<u>National Objective</u>
Warwick Township (Street Improvements) (Mud Run Rd.)	\$ 59,357.00	\$ 20,000.42	L & M Income
Village of Dennison (Sidewalk Improvements) (S. 2 <sup>nd</sup> Street)	\$ 51,000.00	\$ 7,100.00	L & M Income
Salem Township (Street Improvements) (Williams Rd.)	\$ 40,000.00	\$ 3,512.38	L & M Income
Clay Township (Street Improvements) (Fox Valley Rd.)	\$ 51,327.00	\$ 5,703.60	L & M Income
Auburn Township (Street Improvements) (Bollman Rd.)	\$ 69,736.00	\$ 84,681.85	L & M Income
Fair Housing/Administration (Required)	\$ 59,580.00	- 0 -	----
<b>Subtotal (CD Allocation)</b>	<b>\$331,000.00</b>		

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

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

**RESOLUTION (602-2017) ADJOURN**

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to adjourn at 9:44 a.m. to meet in Regular Session, Wednesday, the 12<sup>th</sup> day of July, 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.*

  
Chris Abbuhl

  
Kerry Metzger

  
Joe Sciarretti

Attest:   
Clerk