November 5, 2015

Agenda

Pledge of Allegiance

Approve Minutes

Transfer of Funds (4)

Supplemental Appropriation (1)

Before/after Expenditures

Authorize OCED to Provide Fair Housing Consulting Services to TMHA 2016

Approve Floodplain Permit-Civil Design

Approve Estimate-Smith Design Construction JFS Handicap Ramp

Approve Agreement Sandyville WWTP-Aerator Replacement Project

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 5TH DAY OF NOVEMBER, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett
Kerry Metzger
Chris Abbuhl

Commissioner Everett presiding.

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

RESOLUTION (995-2015) APPROVE MINUTES

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

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

RESOLUTION (996-2015) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Probate Court	S57-S02	S57-S05	$20.31	Contract Services **
EMA	A06-F04	A06-F02	$500.00	Supplies
OCED	T11-T08	T11-T02	$150.00	Salaries
Regional Planning	T38-T06	T38-T07	$1916.67	Project Administration
Regional Planning	T38-T06	T38-T03	$3,000.00	Closing Costs
Reginal Planning	T38-T06	T38-T01	$5,583.33	Appraisals

Note: ** The above transfer replaces transfer of funds approved on 10/22/15 Resolution (953-2015). Incorrect information was submitted.

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

RESOLUTION (997-2015) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer	O54-O10	O53-O06	$7.00	Service Garage Payment

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

RESOLUTION (998-2015) BEFORE & AFTER EXPENDITURES

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

1-Step Detect Associates (Juvenile Court)	192.00

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

RESOLUTION (999-2015) PROVIDE FAIR HOUSING SERVICES TO TMHA FY-2016

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to authorize the execution of a contract to allow Tuscarawas County Office of Community & Economic Development to provide Fair Housing consulting services to Tuscarawas Metropolitan Housing Authority for the 2016 calendar year. This resolution also authorizes the president and/or the vice president of the board of commissioners to sign any and all documentation related to the execution of said contract/agreement. This action is taken upon the recommendation of Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development.

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

RESOLUTION (1000-2015) FLOODPLAIN PERMIT-WAYNE GARAGE DOOR (Civil Design)

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following Floodplain Permit with Wayne Garage Door:

NFIP
FLOODPLAIN DEVELOPMENT PERMIT
Tuscarawas County, Ohio

Date: November 4, 2015 # 11-1-15

$25 FEE per RESOLUTION #172-87 In addition, administrative fees of twenty-five dollars ($25) per. hour shall accrue for each hour accumulated toward the issuance of an NFIP Development Permit. *Payable to **Tuscarawas County Floodplain Office.***

Permission is hereby granted to Wayne Garage Door
Name

for Rebuilding fire demolished structure on existing slab in Dover Twp.
Purpose

located at 2184 SR 39 NW Dover Ohio 44622
(Mailing Address)

The Development Permit application submitted by Civil Design Engineering is in accordance with the NATIONAL FLOOD INSURANCE PROGRAM REGULATIONS adopted by the Tuscarawas County Commissioners, Resolution #502-2010.

Estimated Cost $ 200,000 Elevation of Property 875.8 Ft. (msl)

This information contained in Permit Application Number 11-1-15 , as well as on the drawings and Plans for development, are hereby also embodied as part of this permit.

Said work is to be constructed in compliance with the provisions of the National Flood Insurance program and the Tuscarawas County Flood Damage Prevention Regulations per Resolution #736-2007.

This permit void if the development activity has not begun within 180 days of the issuance date. This permit will remain valid for one (1) year from date of issuance.

Reviewed by: Jill P. Lengler — Floodplain Coordinator — Nov.4, 2015 — Date

Approved by: Bill Everett — Commissioner — 11/5/15 — Date

Kerry Metzger — Commissioner — 11/5/15 — Date

Chris Mitchell — Commissioner — 11/5/15 — Date

NOTICE: Tuscarawas County is not responsible for any flood damages, within or outside the designated Floodplain Hazard Areas, that result from reliance on the Flood Damage Prevention Resolution ##502-2010or any administrative decisions lawfully made thereunder.

The property Owner/Developer is required to procure, and make available to the public, an inspection document that certifies the Floodplain development project mentioned above is installed according to the approved development plan.

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SPECIAL FLOOD HAZARD AREA DEVELOPMENT PERMIT APPLICATION
UNINCORPORATED AREAS of TUSCARAWAS COUNTY, OHIO

Permit Application Number: 1-11-15 Date: October 29, 2015

$25 Filing Fee due with this application payable to: Tuscarawas County Flood Plain Office, 125 East High Avenue (Suite 210), New Philadelphia, Ohio 44663

Application is hereby made for a DEVELOPMENT PERMIT as required by the Flood Damage Prevention Resolution No. 736-2007 of Tuscarawas County for development in an identified flood hazard area. All activities shall be completed in accordance with the requirements of said Resolution. The development to be performed is described below and in attachments hereto. The applicant understands and agrees that:

- The Flood Plain Development Permit is issued on the conditions and facts described;
- The Permit may be repealed if conditions of facts change;
- The Permit is void if the activity has not begun within 180 days of the issuance date;
- Work must be completed within one year of the issuance date.

Owner's Name:	Wayne Garage Door	Builder's Name	Wayne Door Realty
Address:	2184 State Route 39, NW, Dover	Address:	2184 State Route 39 NW
Phone:	(330) 343-6679	Phone:	(330) 343-6679
e-mail	dave@waynedoor.com	e-mail	dave@waynedoor.com
fax		fax	

NOTE: In addition to completion of this form the applicant agrees to submit any additional information required by the administrator in order to determine that the proposed development is compliant with the local and federal flood damage prevention criteria of the National Flood Insurance Program. Additional information may include but is not limited to: site specific plans to scale showing the nature, location, dimensions and elevations of the area and structure(s) in questions.

DESCRIPTION OF PROPOSED DEVELOPMENT WORK

1. Address of proposed development site: 2184 State Route 39 NW, Dover
Township: Dover Parcel #: 10-02760-000 Property Deed Volume 1362 Page 636

2. Type of Development Proposed:

A.	X	New Structure		Residential		Nonresidential		Manufactured Home Installation
B.		Existing Structure		Alteration		Addition		Detached Accessory Structure
C.		Filling/Grading		Watercourse Alteration				Other (describe)

3. Does the structure contain: No basement? No enclosed area other than basement below lowest floor?

4. For structures located in approximate A zones (no BFE available) the structure's lowest floor is _____ Above the highest grade adjacent to the structure. The applicant must provide certified elevation. (OMB No. 1660-0008)

5. Construction Cost
A. If the proposed construction is an alteration, addition or improvement to an existing structure, indicate the cost of proposed construction: $ _____ What is the estimated market value of the existing structure? $ _____
B. New Construction cost: $ 200,000

NOTE: An existing structure must comply with the flood protection standard if it is substantially improved (an improvement equal to or greater than 50% of the market value of the structure). FEMA maintains that the substantial improvement" definition applies to existing structures only and that once a structure meets the definition of "new construction" any further improvements to that structure must meet "start of construction" requirements. For floodplain management purposes "new construction" means structures for which "start of construction" began on or after the effective date of the initial Flood Insurance Rate Map issued by FEMA for the community.

6. Does proposed development involve a subdivision or other development containing at least 50 lots or 5 acres (whichever is less)?
_____ Yes X No If yes, base flood elevation data is required from applicant if it has not been provided by FEMA

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7. The applicant must provide certified as-built elevation plan of the structure's lowest floor is 875.8 feet above msl

NOTE: Applicant must provide certification by registered engineer or land surveyor documenting elevations.
All references to elevations are in feet above mean sea level (msl)
BFE = base flood elevation = 100/year flood elevation.
The property Owner / Developer is required to procure, and make available to the public, an inspection document that certifies the Floodplain development project applied for herein is installed according to the approved development plan.

All information submitted in support of this application is correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code Section 1001 and Tuscarawas County Flood Damage Prevention Regulations, Resolution #736-2007.

Applicants Name: Harry D. Matter, PE, PS, CFM
Applicant's Signature: Harry D. Matter Date: 10/30/15

THE COUNTY WILL COMPLETE THE FOLLOWING LINES

9. Is the proposed development located in:
- ____ an identified floodway
- X a flood hazard area where base flood elevations exist with no identified floodway
- ____ an area within the floodplain fringe
- ____ an approximate flood hazard area (Zone A). If yes, complete only 10a in the following question. See No. 4

NOTE: Floodway development must demonstrate through hydrologic and hydraulic analysis, performed in accordance with standard engineering practice, that no increase in base flood elevation will result during occurrence of the base flood discharge. If base flood elevations exist with no floodway delineation, hydrologic and hydraulic analysis is required to demonstrate not more than one-foot increase at any point to the water surface elevation of the base flood.

10.a Does proposed development meet NFIP and local Use and Development Standards for Flood Hazard Reduction Regulations at Section 4.0?

X	4.1A Permitted Uses	X	4.5 Nonresidential Structures
N/A	4.1B Prohibited Uses	N/A	4.6 Accessory Structures
	4.2 Water and Wastewater Systems		4.7 Recreational Vehicles
	4.3 Subdivisions and Large Developments		4.8 Above Ground Gas or Liquid Storage Tanks
	4.4 Residential Structures		

10.b Does proposed development meet FNIP at Assurance of Flood Carrying Capacity Section 4.9?
- ____ 4.9A Development in Floodways
- X 4.9B-Development in Riverine Areas With Base Flood Elevations but No Floodways (4.9B)
- ____ 4.9C Alteration of a Watercourse

11. Base Flood Elevation (100-year) at proposed site 875.3 feet mean sea level,
Data Source: elevation survey by Civil Design 10/29/15
Community Parcel Number: 39157C0165D Effective Date: July 22, 2010

[X] The proposed development is in compliance with applicable floodplain standards and thereby qualifies for the issuance of a Flood Plain Development Permit. Commercial Structures can be at or above BFE
This is .5" above BFE.

[ ] The proposed development is not in compliance with applicable floodplain standards.
PERMIT DENIED ON ____ Reason(s) ____

[ ] The proposed development is EXEMPT from the floodplain standards per Section ____ of the flood Damage Prevention Resolution No. 502-210 Reason: ____

Reviewed by: Jill Lengler (Name) Flood Plain Coordinator (Title) Jill P. Lengler (Signature) Nov 4 2015 (Date)

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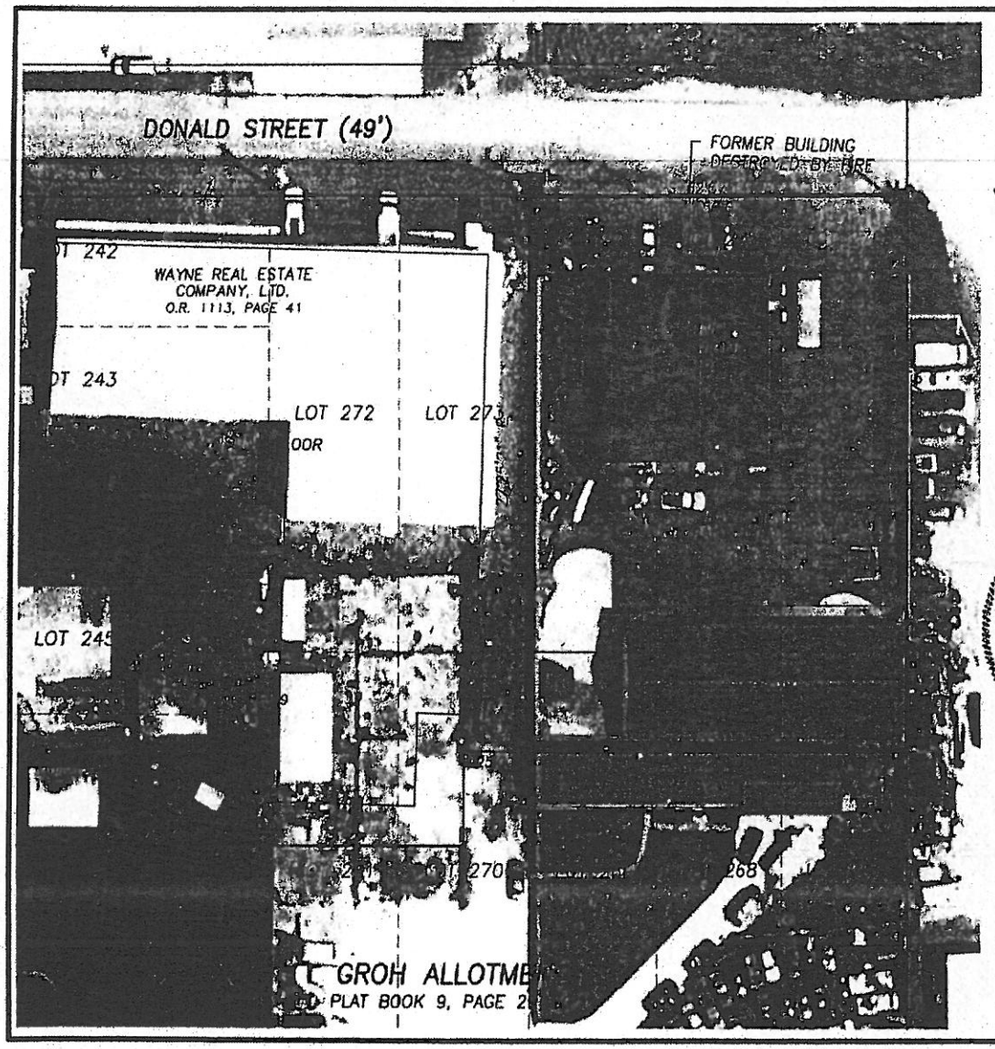

SITE PLAN

FOR: WAYNE REAL ESTATE COMPANY, LTD

LOTS 274, 275 AND 276
IN GROH ALLOTMENT

IN THE TOWNSHIP OF DOVER
TUSCARAWAS COUNTY, OHIO

SCALE 1" = 50'

0 50' 100'

OCTOBER 29, 2015

Civil Design Associates, Inc.
Consulting Engineers * Surveyors
1760 BRIGHTWOOD RD. S.E.
NEW PHILADELPHIA, OHIO 44663
(330) 339-4242

STATE OF OHIO
ROBERT DUANE ALLISON
6589
REGISTERED SURVEYOR

10/29/2015

ROBERT D. ALLISON, REG. SURVEYOR 6589

NOTE:

1. ENTIRE TRACT IS LOCATED IN ZONE AE, BASE FLOOD ELEVATIONS DETERMINED. AREAS SUBJECT TO 1.0% ANNUAL CHANCE FLOOD, AS SHOWN ON FIRM MAP 39157C0165D, DATED JULY, 2010.
2. BASE FLOOD ELEVATION FOR THIS SITE IS 875.3.
3. ELEVATIONS ARE REFERENCED TO NAVD88.
4. ADDRESS:
   2184 STATE ROUTE 39 N.W.
   DOVER, OHIO 44622

1243_SITE

11/05/15
COMMISSIONERS JOURNAL 76

Map Scale 1" = 1000'

0 0 1000 2000 FEET

METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0165D

FIRM

FLOOD INSURANCE RATE MAP

TUSCARAWAS COUNTY, OHIO

AND INCORPORATED AREAS

PANEL 165 OF 475

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
DOVER, CITY OF	390543	0165	D
NEW PHILADELPHIA, CITY OF	390545	0165	D
PARRAL, VILLAGE OF	390946	0165	D
TUSCARAWAS COUNTY	390782	0165	D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
39157C0165D

EFFECTIVE DATE
JULY 22, 2010

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

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

RESOLUTION: (1001-2015) APPROVE ESTIMATE-SMITH DESIGN CONSTRUCTION JFS HANDICAP RAMP

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve Smith Design & Construction to construct the handicap ramp at Tuscarawas County Job & Family Services.

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

SMITH DESIGN & CONSTRUCTION

PO Box 169 - New Philadelphia, Ohio 44663 - Ph: 330-602-6969

Estimate

Date	Estimate #
8/27/2015	549

Name / Address	Project
Job & Family Services 16th St. SW New Philadelphia, Ohio 44663	Ramp

Description	Qty	Rate	Total
Handicap Ramp			
Demo: Remove existing ramp			
Excavation: Excavate for holes for new ramp			
Concrete: Pour pads for ramp foundation			
Framing: Frame new ramp per drawings			
Fasteners: Included are all fasteners to complete project			
Decking: Ramp decking per plan			
Total Ramp Estimate	1	5,621.20	5,621.20

Thank You! All prices and quotes good for 15 days only.

Total $5,621.20

Phone #	Fax #	Email	Web Site
330-602-6969	330-617-4269	bssmith@smith-const.com	www.smithdesign-construction.com

RESOLUTION (1002-2015) APPROVE AGREEMENT SANDYVILLE WWTP

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the agreement for the Sandyville Wastewater Treatment Plant Aerator Replacement Project and authorize the President of the board to sign the contract.

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

Note: Michael Jones, Sanitary Engineer TCMSD served as the engineer for this project. Three proposals were requested, but only two were received. Workman Industrial Services was the lowest proposal.

TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT
WATER AND SEWER DEPARTMENT

SANITARY ENGINEER
Michael Jones, P.E.
SUPERINTENDENT
Justin Angel

COMMISSIONERS
Chris Abbuhl
Belle Everett
Kerry Metzger

October 16, 2015

To: Board of Commissioners

From: Mike Jones

Re: Sandyville WWTP Aerator

We recently had to take our north aeration tank out of service at the Sandyville WWTP due to a failure of the existing mechanical aerator. This is original equipment from the 1979 plant installation, and is now beyond reasonable repair. Plans and specifications were prepared "in house" for replacement of the aerator, and we solicited quotes from 3 contractors who specialize in this type of work.

The responses are summarized as follows:

Item	Workman Industrial Services	Stanley Miller Construction	W.G. Lockhart
Mobilization	$304.00	$2,000.00	No Bid Submitted
Removal & Disposal of Existing Mechanical Aerator	$1,818.00	$1,000.00	
New Mechanical Aerator (Equipment Price)	$19,780.00	$20,000.00	
New Mechanical Aerator (Installation Price)	$1,818.00	$3,270.00	
Electrical	$1,198.00	$2,200.00	
Start-Up	$290.00	$1,200.00	
Total	**$25,208.00**	**$29,670.00**	

We have worked successfully with both Workman Industrial Services in the past; therefore, I recommend that we proceed with Workman Industrial Services.

This project will be funded using our Short Lived Asset Fund, and I have enclosed a request for a supplemental appropriation for the project.

I am requesting that the supplemental appropriation be approved at the Board's earliest convenience. Once approved, I will forward an Agreement to the Contractor for execution and then submit the Agreement to the Board for approval and signature.

We are an equal opportunity provider and employer

9944 Wilkshire Boulevard NE • Bolivar, Ohio 44612 • (330) 874-3262 • Fax (330) 874-4203

Tuscarawas County Metropolitan Sewer District (TCMSD)

Agreement between Owner and Contractor

(Use when contract value is less than $50,000)

Agreement entered into the 5th day of November in the year 2015.

BETWEEN the Owner: **Board of Tuscarawas County Commissioners**

and the Contractor: **Workman Industrial Services**
361 Old Forge Rd.
Kent, Ohio 44240

The Engineer: **Michael Jones, P.E., Sanitary Engineer**
Tuscarawas County Metropolitan Sewer District
9944 Wilkshire Boulevard NE
Bolivar, Ohio 44612

For the following Project: **Sandyville Wastewater Treatment Plant – Aerator Replacement Project**

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1. The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

1.1.1. This Agreement signed by the Owner and Contractor;

1.1.2. The drawings and specifications prepared by the Engineer and enumerated as follows:

1.1.2.1. Drawings:

Number	Title	Date
1	Site Plan	
2	Existing Aerator – Installation Diagram	
3	Proposed Aerator – Installation Diagram	

1.1.2.2. Specifications:

Section	Title	Pages
01 30 00	Administrative Requirements	2
01 33 00	Submittal Procedures	2
46 51 11	Fixed Mechanical Aerators	4

1.1.2.3. Addenda prepared by the Engineer as follows: **N/A**

1.1.2.4. Written orders for changes in the Work issued after execution of this Agreement; and

1.1.2.5. Other documents, if any, identified as follows: **N/A**

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1. The number of calendar days available to the Contractor to substantially complete the Work is in the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work within **60** days from the date of commencement, subject to adjustment as provided in Article 11.

ARTICLE 3 CONTRACT SUM

3.1. Subject to additions and deductions in accordance with Article 11, the Contract Sum is: **$25,208.00**

3.2. For the purposes of payment, the Contract Sum includes the following values related to portions of the Work: (*itemize the contract sum among the major portions of the work)*

Portion of the Work	**Value**
Mobilization	$304.00
Removal and Disposal of Existing Mechanical Aerator	$1,818.00
New Mechanical Aerator (Equipment Price)	$19,780.0
New Mechanical Aerator (Installation Price)	$1,818.00
Electrical	$1,198.00
Start-up	$290.00

3.3. Unit Prices, if any, are as follows: **N/A**

3.4. Allowances included in the Contract Sum, if any, are as follows: **N/A**

3.5. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: **N/A**

3.6. The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

4.1. Based on Contractor's Applications for Payment certified by the Engineer, the Owner shall pay the Contractor in accordance with Article 13.

4.2. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in absence thereof, at the legal rate prevailing at the place of the Project.

ARTICLE 5 INSURANCE REQUIREMENTS

5.1. The Contractor shall provide certificates that name the Owner as certificate holder and as additional insured for general liability and automobile liability coverage. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be cancelled or materially change unless at least ten (10) days' prior written notice by registered letter has been given to the Owner. The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor. The Contractor is responsible for the existence, extent and adequacy of insurance prior to signing this Contract.

5.2. The Contractor shall procure and maintain insurance for the duration of this Project and, if written on a claims-made basis, shall maintain such insurance for the duration of time that the claims insured against may be brought within the applicable Ohio statute of repose. The Contractor shall ensure that all Subcontractors the Contractor engages or employs carry and maintain similar insurance in form and amount acceptable to the Owner. The insurance shall be of the types and limits set forth herein and such insurance as will protect the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. The insurance coverage provided by the Contractor will be primary coverage. All required insurance coverage shall be placed with carriers authorized to conduct business in the State of Ohio.

5.3. The Contractor shall provide Contractor's general liability and other insurance as follows:

Type of Insurance	**Limit of Liability ($0.00)**
Commercial General Liability	$2,000,000.00
Automobile Liability	$2,000,000.00

5.4. The failure to maintain valid insurance coverage shall be considered a substantial breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

ARTICLE 6 OHIO WORKERS' COMPENSATION COVERAGE

6.1. The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

6.2. The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

6.3. The failure to maintain valid workers' compensation coverage shall be considered a substantial breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

ARTICLE 7 GENERAL PROVISIONS

7.1. The Contract

7.1.1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 11.

7.2. The Work

7.2.1. The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

7.3. Intent

7.3.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

ARTICLE 8 OWNER

8.1. Owner's Responsibilities

8.1.1. The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.

8.2. Owner's Right to Stop Work

8.2.1. If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

8.3. Owner's Right to Carry Out the Work

8.3.1. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after a written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

8.4. Owner's Right to Perform Construction and to Award Separate Contracts

8.4.1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

8.4.2. The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

8.4.3. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 9 CONTRACTOR

9.1. Review of Contract Documents and Field Conditions by the Contractor

9.1.1. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

9.1.2. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Engineer.

9.2. Contractor's Construction Schedule

9.2.1. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work.

9.3. Supervision and Construction Procedures

9.3.1. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

9.3.2. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Engineer the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Engineer have made a timely and reasonable objection.

9.4. Labor and Materials

9.4.1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

9.4.2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

9.5. Warranty

9.5.1. The Contractor warrants to the Owner and the Engineer that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

9.6. Taxes

9.6.1. The Owner is exempt from payment of sales and compensating use taxes of the State of Ohio and of cities and counties thereof on all materials to be incorporated into the Work.

9.6.1.1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

9.6.1.2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased or leased by Contractor, or to supplies or materials not incorporated into the Work.

9.7. Permits, Fees and Notices

9.7.1. The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution of the Work.

9.7.2. The Contractor shall comply with giving notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules, and regulations, lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Engineer in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

9.8. Submittals

9.8.1. The Contractor shall promptly review, approve in writing and submit to the Engineer Shop Drawings, Product Data, Samples, and other similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

9.9. Use of Site

9.9.1. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

9.10. Cutting and Patching

9.10.1. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

9.11. Cleaning Up

9.11.1. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials off-site.

9.12. Indemnification

9.12.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's agents and employees from and against claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

9.12.2. The Contractor shall notify the Owner promptly of all claims arising out of the performance of Work under this Contract by the Contractor, its employees or agents, officers or subcontractors.

9.12.3. This indemnity provision shall survive the termination of the Contract, completion of the Project, or the expiration of the term of the Contract.

ARTICLE 10 ENGINEER

10.1. The Engineer will provide administration of the Contract as described in the Contract Documents. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

10.2. The Engineer will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

10.3. The Engineer will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

10.4. Based on the Engineer's observations and evaluations of the Contractor's Application for Payment, the Engineer will review and certify the amounts due the Contractor.

10.5. The Engineer has the authority to reject Work that does not conform to the Contract Documents.

10.6. The Engineer will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and design concept expressed in the Contract Documents.

10.7. The Engineer will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

10.8. Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

10.9. The Engineer's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Engineer. Consent shall not be unreasonably withheld.

ARTICLE 11 CHANGES IN THE WORK

11.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

11.2. The Engineer will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

11.3. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 12 TIME

12.1. Time limits stated in the Contract Documents are of the essence of the Contract.

12.2. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delays in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 13 PAYMENTS AND COMPLETION

13.1. Contract Sum

13.1.1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contract for performance of the Work under the Contract Documents.

13.2. Applications for Payment

13.2.1. At least ten days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Engineer may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off site at a location agreed upon in writing.

13.2.2. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates of Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

13.3. Certificates for Payment

13.3.1. The Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part.

13.4. Progress Payments

13.4.1. After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

13.4.2. The Contractor shall promptly pay each subcontractor and supplier upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

13.4.3. Neither the Owner nor the Engineer shall have responsibility for payments to a subcontractor or supplier.

13.4.4. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of a Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

13.5. Substantial Completion

13.5.1. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

13.5.2. When the Work or designated portion thereof is substantially complete, the Engineer will make an inspection to determine whether the Work is substantially complete. When the Engineer determines that the Work is substantially complete the Engineer shall prepare a Certificate of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of the Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

13.6. Final Completion and Final Payment

13.6.1. Upon receipt of a final Application for Payment, the Engineer will inspect the Work. When the Engineer finds the Work acceptable and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment.

13.6.2. Final payment shall not become due until the Contractor submits to the Engineer releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

13.6.3. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

14.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work, the Work and materials and equipment shall be incorporated therein, and other property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 15 CORRECTION OF WORK

15.1. The Contractor shall promptly correct Work rejected by the Engineer as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

15.2. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

15.3. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1. Assignment of Contract

16.1.1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

16.2. Tests and Inspections

16.2.1. At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, codes, ordinances, rules, and regulations, or lawful orders of public authorities.

16.2.2. If the Engineer requires additional testing, the Contractor shall perform those tests.

16.2.3. The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

16.3. Governing Law

16.3.1. The Contract shall be governed by the jurisdiction and law of Tuscarawas County, Ohio.

ARTICLE 17 TERMINATION OF THE CONTRACT

17.1. Termination by Contractor

17.1.1. If the Engineer fails to certify payment as provided in Section 13.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payments as provided in Section 13.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

17.2. Termination by the Owner for Cause

17.2.1. The Owner may terminate the Contractor if the Contractor

17.2.1.1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

17.2.1.2. fails to make payments to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

17.2.1.3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority have jurisdiction; or

17.2.1.4. is otherwise guilty of substantial breach of a provision of the Contract Documents.

17.2.2. When any of the above reasons exist, the Owner, after consultation with the Engineer, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

17.2.2.1. take possession of the site and of all materials thereon owned by the Contractor, and

17.2.2.2. finish the Work by whatever reasonable method the Owner may deem expedient.

17.2.3. When the Owner terminates the Contract for one of the reasons stated in Section 17.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

17.2.4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

17.3. Termination by the Owner for Convenience

17.3.1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, along with reasonable overhead and profit on the Work not executed.

ARTICLE 18 OTHER TERMS AND CONDITIONS

18.1. Contract Time

18.1.1. Contractor shall commence work on the date established in the Notice to Proceed. Contractor shall achieve Substantial Completion of the entire Work within 60 Days from the date when the contract time commences to run as provided in this Agreement. Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in 20 Days from the date when Substantial Completion was established.

18.1.2. Liquidated Damages

18.1.2.1. Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss in the form of Contract administration expenses, if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Accordingly, the Owner and Contractor agree that as liquidated damages for delay Contractor shall pay Owner:

18.1.2.1.1. $200.00 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

18.1.2.1.2. $100.00 for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

18.1.2.2. These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by Owner resulting from delay in completion of the Work.

18.1.2.3. Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 19 DISPUTE RESOLUTION

19.1. Mediation

19.1.2. In the event of a dispute between parties which arises under this Contract and the dispute cannot be resolved through informal negotiation, the dispute shall be submitted to a neutral mediator jointly selected by the parties.

19.1.3. Either party may file suit before or during mediation if the party in good faith deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

19.1.4. The cost of mediation, including the mediator's fees shall be borne equally by the parties to the mediation.

19.2. Arbitration

19.2.2. If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three (3) arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by arbitrators selected by the parties. The arbitration shall be conducted in accordance with the American Arbitration Association.

19.2.3. The decision of the arbitrators shall be final and binding upon all parties.

19.2.4. The cost of arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

This Agreement entered into as of the day and year first written above.

CHIEF FINANCAL OFFICER'S CERTIFICATION

This signature certifies the amount required to meet the obligation in the fiscal year in which this Agreement is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund fee from any previous encumbrances.

RE: PO 87181 10/21/15
$25,208.00

Signature

Larry Lindberg, County Auditor

Printed Name & Title

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

WORKMAN INDUSTRIAL SERVICES

Signature

James T. Workman, III
President

Attest:

Signature *Date* 10/19/2015

Name, Title
Saran Schiavone
Office Manager

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS

Signature *Date* 11/5/15

Belle Everett, President

Attest:

Signature *Date* 11/5/15

Maria Lautenschleger, Clerk

LEGAL COUNSEL APPROVAL

Approved as to Form

Signature *Date* 10-29-2015

D. Brad Zimmerman, Special Counsel to the Tuscarawas County Metropolitan Sewer District

END OF DOCUMENT

RESOLUTION (1003-2015) PAYMENT OF BILLS

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

Child Support		
Graphic Enterprises	Copier Maintenance	63.15
Traci Berry	Calendars	103.55
Schoenbrunn Pest Control	Pest Control	35.00
Frontier	Service	50.38
Traci Berry	Travel & Training	556.58
First Communications	Long Distance	167.48
Dominion East Ohio Gas	Service	28.50
Sandi Wallace	Training	49.38
Julie Danner	Training	153.37
Commissioners		
Times Reporter	R & B Advertising	223.20
Office Max	Supplies	555.40
Frontier	Service/216.010.9884.031475.5	69.70
Martin's Mobile Glass	Windshield Replacement/Cruiser	264.48
NP Postmaster	Business Reply Mail	500.00
Hillyard Ohio	Supplies	319.95
Fenton Brothers	Supplies	344.10
Tuscora Electric	Supplies	223.38
Common Pleas		
Elizabeth Stephenson	Reimb/Supplies	86.08
Community & Economic Development		
WE Quicksall & Associates	Engineering Services/B-F-14-1CT-1	784.00
Community Corrections		
Tusc Co Sheriff's Office	Security	525.00
BA Widder Architectural	Renovation/Construction Costs	829.50
Dog Pound		
Verizon Wireless	Service	61.10
Fairfield Computer Services	Monthly Subscription	200.00
Action Now Pest Control	Pest Control	35.00
HIllyer Ohio	Supplies	178.16
Emergency Management		
Patty Levengood	Travel	5.62
Job & Family Services		
Northeast OH Behavioral	FACES/Report	400.00
Pathway Caring for Children	PASSS	728.12
Encompass Christian Counseling	Adoption Incentive	3,041.00
Dale's Heating & Cooling	FACES/Plumbing Work	1,200.00
Dr Nicholas Varrati MD	Drug Screens	60.00
Melymbrosia Associates	FACES/Parenting Evaluation	500.00
Aaron & Chevelle Barger et al	2015 Christmas Checks	4,180.00
Through the Years Child Center	Prevention Fund/Daycare	444.00
Frontier	Service	628.01

Elaine Affolter	Travel	10.96
Atwood Glass	Window Replacement/Lobby	275.00
Graphic Enterprises	Copier Contract Payment	35.18
Go Shred	Paper Shredding	263.50
Zashin & Rich	Contract Services	3,389.00
Pitney Bowes Global Finance	Postage Machine Rental	489.00
Cannon IV	Toners	2,001.17
MNJ Technologies	Adapter Card	56.40
Provantage	Network Supplies	23.30
Elizabeth Benedetto	Travel & Training	81.27
Beverly Gerber	Travel & Training	590.08
Rachel Cathey	Travel & Training	91.38
Jaime Grunder	Travel & Training	249.99
Rebecca Teague	Travel	10.93
Joseph Krocker	Travel	60.72
Shannon Weekley	Travel & Training	457.82
Gayle Hahn	Travel & Training	164.30
Joyce Volzer	Travel & Training	140.40
Laura Burton	Travel	304.06
Trudy Lewis	Travel & Training	266.16
Kathy Fisher	Travel & Training	632.74
Geoffrey Geers	Travel & Training	99.11
Seth & Kathy Morrison	Transportation	74.98
Aaron & Chevelle Barger	Transportation	23.92
Dennis & Jeanne Hostetler	Transportation	92.00
Horizons of Tusc & Carroll	Transportation	38,859.08
Deborah Mauriello	IV-E Daycare	950.00
All About Children	IV-E Daycare	70.14
Dennis & Jeanne Hostetler	FC Clothing Reimb	120.93
Mark & Raynah Abbuhl et al	AA & SAMS	27,451.56
Anna Bedard	Diversion	682.00
Melymbrosia Associates	FACES/Assessment & Group	400.00
Action Now Services	Kinship/Bed Bug Treatment	800.00
East Central Ohio ESC	Kinship/Tutoring	320.00
American Electric Power	Kinship/Electric	1,500.00
Guidestone	Supervised Visits	2,734.70
Joyce Beckett	KPIP	1,050.00
Dennis & Jeanne Hostetler	Transportation	161.46
Paula Guzman	Kinship/Safe	318.44
Fredy & Leona Tenorio	Transportation	41.40

Law Library

Tusc Co Clerk of Courts	Notary Fees	231.00
Frontier	Internet Connection	57.64
Columbus Bar Association	Notary Books	235.08
Independence Business Supply	Supplies	26.55

Prosecutor

Treasurer Tusc Co	Audit Fees	63.30

Regional Planning

Jill Lengler	Travel	8.88

Southern Court		
Atty Doug Jackson	Legal Services	297.00
Treasurer		
US Bank Equipment Finance	Copier Lease	82.00
Veterans		
Action Now Pest Control	Pest Control	45.00
Time Warner Cable	Service	211.80
Xerox	Usage	231.13
Independence Business Supply	Chair Mat	83.99
Water & Sewer		
Reidl's	Repairs	516.44
Frontier	Service	43.85
J Gorman Plumbing	Equipment	900.00
Agera Energy	Utility	232.77
Newcomerstown Water	OM & R	3,765.04
Lowe's	Equipment	210.01
RJ Wright & Sons	Fuel	2,014.81
Ohio Pump	Booster Pump #2/Dundee	1,583.00
Lowe's	Materials	119.04
Frontier	Service	48.51
American Electric Power	Electric	232.03
Cintas	Uniform Rental	327.18
Environmental Management	Materials	3,132.00
Lowe's	Materials	121.13
Hyraflo	Materials	402.11
USA Bluebook	Supplies	53.45
Reidl's	Repairs	113.09

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

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (1004-2015) ADJOURN

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to adjourn at 9:09 a.m. to meet in Regular Session, Monday the 9th day of November, 2015.

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

Belle Everett

Kerry Metzger

Chris Abbuhl

Attest: Maria A. Kautenseneger
Clerk of the Board