

December 12, 2018

Agenda

9:00 a.m. Budget Work Session (Friday 12-14-2018)
1:00 p.m. Budget Work Session (Friday 12-14-2018)

Lord's Prayer

Pledge of Allegiance

Approve Minutes

Before/After Expenditures

Supplemental Appropriations (2)

Transfer of Funds (6)

Treasurer's Monthly Investment Report – November 2018

Set 2019 Water/Sewer Rates

Sandyville/East Sparta WWTP Upgrade Amendment #5

Volunteer Peace Officers' Defendants Fund Board Members Appointment

Prisoner Agreements – Village of Strasburg

Approve Non-General Budgets 2019

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, WEDNESDAY, THE 12TH DAY OF DECEMBER, 2018, WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger
Joe Sciarretti
Chris Abbuhl

Commissioner Metzger presiding

The Lord's Prayer was said.

The Pledge of Allegiance was said.

RESOLUTION (1004A-2018) AMEND AGENDA

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to amend the agenda in order to add a budget work session on Thursday, December 12th, 2018, at 1:00 p.m.

Discussion: Commissioner Metzger also noted for those in attendance that two items concerning water sewer easements for properties regarding the Renner Estate and RDHK Investments and Ridge Wood Development, Inc.

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

RESOLUTION (1004B-2018) APPROVE MINUTES

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

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

RESOLUTION (1005-2018) BEFORE/AFTER EXPENDITURES

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

Tom Crowell (OCED)	\$3,500.00
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VOTE: Kerry Metzger, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

RESOLUTION (1006-2018) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Auditor's Office	E-0440-A018-A00	E-0180-A002-G19	\$2,150.00	To pay for attorney fees, which received partial reimbursement through the Office of the Ohio Public Defender.
Auditor's Office	E-0440-A018-A00	E-0180-A002-G17	\$200.00	To pay for witness fees at year end

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

RESOLUTION (1007-2018) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water/Sewer	E-1322-Q075-Q73	E-1327-Q075-Q32	\$950.00	Purchase of two easements relating to the McKinley/Dutchtown Waterline Project
Motor Vehicle	E-1190-K000-K000-K16	E-1190-K000-K15	\$10,000.00	Contract Services
Sheriff's Office	A006-A32	A006-A04	\$25,000.00	For new prisoner transportation vehicle
Sheriff's Office	A006-A09	A006-A04	\$25,000.00	For new prisoner transportation vehicle
Sheriff's Office	B055-B09	B055-B04	\$2,000.00	8 guest chairs for offices
Sheriff's Office	B055-B02	B055-B14	\$55,000.00	Set up transfers of salaries to the Sheriff A Fund
Sheriff's Office	B055-B09	B055-B04	\$10,500.00	Upgrade for Video Arraignment Equipment including network drops and network switch

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

RESOLUTION (1008-2018) TREASURER'S MONTHLY INVESTMENT REPORT - NOVEMBER 2018

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to approve the Treasurer's Monthly Investment Report for the month of November 2018, as submitted by Jeffery S. Mamarella, Tuscarawas County Treasurer:

Jeffery S. Mamarella

Tuscarawas County Treasurer

P.O. Box 250

New Philadelphia, OH 44663

Phone (330) 365-3254 • Fax (330) 365-3259

December 4, 2018

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, OH 44663

Commissioners:

As provided by Section 135.35(L)(5) of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of November, 2018.

November Depository and Investment income received is: \$123,877.78. This brings the cumulative interest total as of November 30, 2018 to \$810,136.31 exceeding our 2018 estimated investment income of \$640,000 by \$170,136.31.

Monthly Investment Total = \$44,856,438.68

Balance in Checking Acct. – JPMorgan Chase \$5,814,298.01 Huntington \$146,430.74
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cc: Tuscarawas County Auditor, Prosecutor, Clerk of Courts, Recorder

VOTE:

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

Discussion: Mike Jones, Sanitary Engineer and Water/Sewer Director, stated that the water/sewer rates and charges are reviewed each year as part of a much larger 10 year forecast for the agency. Regarding 2019 sewer rates, a two percent increase was opposed. Mr. Jones noted that this would increase the average monthly charge from \$38.19 per month to 38.95 per month. Concerning 2019 water rates, a 2.5 percent increase was proposed, which would raise the average monthly charge from \$40.40 per month to \$41.41 per month.

RESOLUTION (1009-2018) SET 2019 WATER AND SEWER RATES FOR TUSCARAWAS COUNTY

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

A RESOLUTION AUTHORIZING AMENDMENTS TO THE USER RATES AND CHARGES OF THE TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT

Resolution Number 1009-2018

WHEREAS, the Board of Commissioners, Tuscarawas County, Ohio ("Board") owns the Tuscarawas County Metropolitan Sewer District ("District"), which provides potable drinking water and sanitary sewer services to certain areas of Tuscarawas County, and

WHEREAS, in accordance with Ohio Revised Code Sections 6103 and 6117, the Board shall fix reasonable rates for public agencies and persons served by such drinking water and sanitary sewer systems, and

WHEREAS, as part of the annual budget preparation for the District, Michael Jones, the Tuscarawas County Sanitary Engineer, has identified necessary adjustments to the current user rates and charges as shown on the "Proposed Rate Adjustments", dated November 14, 2018, attached hereto and incorporated herein as though rewritten in full, and

NOW THEREFORE, BE IT RESOLVED by the Board:


Section 1: The Board hereby approves the "Proposed Adjustments to Rates and Charges for 2019 " and further resolves that such amendments to the Rates and Charges shall become effective January 1, 2019.

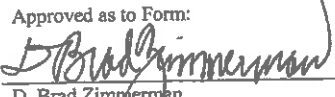
Section 2: It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Adopted by the Board of Commissioners of Tuscarawas County, Ohio, this 12 day of December, 2018


Kerry Metzger

Attest: 
Adam Stilgenbauer, Clerk


Joe Sciarretti

Approved as to Form:

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


Chris Abbuhl

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

RESOLUTION (1010-2018) SANDYVILLE/EAST SPARTA WWTP UPGRADE AMENDMENT #5

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to approve Sandyville/East Sparta WWTP Upgrade Amendment #5 in order to cover additional engineering expenses relating to additional work and time extensions granted as part of change order number 3, in an amount not to exceed \$30,000.00. This action is taken upon the request of Michael Jones, Director/Sanitary Engineer, and approved as to form by D. Brad Zimmerman, Special Legal Counsel to the Tuscarawas County Metropolitan Sewer District.

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

RESOLUTION (1011-2018) VOLUNTEER PEACE OFFICERS' DEFENDANTS FUND BOARD MEMBERS

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to appoint Larry Lindberg (County Auditor) and Kris Lowdermilk (Human Resources Manager) to the Volunteer Peace Officers' Dependents Board as the Board of Commissioners appointees. Mr. Lindberg and Mr. Lowdermilk will begin their new term January 1st, 2019, and end on December 31st, 2019.

Ed Luthy, Mark Watson, and Jon Mason were elected as the Qualified Tuscarawas County Sheriff's Office Volunteer Peace Officers representatives.

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

RESOLUTION (1012A-2018) PRISONER AGREEMENTS – VILLAGE OF STRASBURG

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to approve the prisoner agreement with the following entities for prisoner care at Sixty Dollars (\$60.00) per day as recommended by Sheriff Campbell:

- Village of Strasburg

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

RESOLUTION (1012B-2018) APPROVE NON-GENERAL BUDGETS 2019

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to approve the following Non-General Budgets for 2019:

Fund	Fund Name	Appropriation 2019
P00	Sewer District	\$1,675,121.00
P05	Water District	\$845,896.00
S77	Tax Certificate Administration	\$13,682.00
T24	Ohio Elections Commission	\$3,600.00
T26	Jail Diversion Grant Project	\$0.00
T27	Canal Lands Development	\$5,100.00
T28	Targeted Comm Alternate to Prison	\$165,390.00
T29	Victim Assistance	\$167,201.48
T30	Norma Johnson Nature Preserve	\$2,220.00
T31	Smart Ohio Funding Grant	\$0.00
T32	Specialized Docket Payroll Fund	\$0.00
T33	Court Mediation Program Fund	\$103,000.00
T35	Common Pleas Special Projects	\$62,323.76
T38	Hazardous Mitigation Grant	\$0.00
T45	Help America Vote Act Grant	\$0.00
U05	Tax Sale	\$70,815.23
U10	Recount	\$0.00
U12	Special Election Fund	\$0.00
U45	Law Enforcement Trust Fund	\$9,226.74
U46	Law Enforcement Trust - Sheriff	\$0.00
U47	Dept. of Treasury Seizure	\$0.00
U48	Dept. of Justice Seizure Monies	\$0.00
U49	Multi Co Drug Task Force	\$12,700.00
U60	Economic Growth Fund	\$203,000.00
U66	IT Internal Service Fund	\$23,000.00
U67	Ohio Housing Trust Fund	\$330,000.00
U70	Sexual Offender Registration	\$0.00
U65	Employee Dress Down Day Fund	\$9,258.00
W50	Marriage License Special Fund	\$18,787.34
X32	Sheriff's Policing Rotary Fund	\$329,905.47
X33	Sheriff Gasoline Internal Services	\$91,865.20
Y18	Unclaimed Monies	\$85,000.00
Y27	Auction Clearing Fund	\$52,060.52
Y55	Death Benefit Fund	\$22,247.00
Y95	Workers Compensation Payable	\$336,848.00
Y96	PERS Payable	\$3,650,000.00

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

RESOLUTION (1013-2018) PAY BILLS

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

911

Staples	Supplies	11.29
Treasurer State of OH	MASRCS Services/Radios	3,000.00
Staley Technologies	Maintenance Contract/Paging System	727.65
Staples	Supplies	281.52
American Electric Power	Tower Electric	213.85

Auditor

Treasurer Tusc Co	Fuel Reimb/Engineer	53.83
Comdoc	HP Printer Maintenance	131.33

Child Support

Tusc Co Sheriff's Office	IV-D Contract	2,358.11
Pitney Bowes Global Finance	Postage Machine Lease	423.24
Coshocton County Recorder	Lien Filing Fee	28.00
Frontier	Service	52.13
Staples Business Credit	Supplies	29.20
Staples Business Credit	Sweeper	129.99
Tusc Co Sheriff's Office	IV-D Contract	323.66

Clerk of Courts

Staples	Supplies	25.04
Graphic Enterprises	Service	13.90
Xerox	Service	59.28
Jodi Fouts	Travel	99.36
OCCA	Membership	1,409.00
OCCA	Membership	880.00
OCCA	Membership	57.72
Huntington Bank	Service	838.09

Commissioners

Engineer, Tusc Co	Supplies/Salt	92.98
Deetz Brothers	Contract Services/Engineer	9,700.00
Circle L Fence	Fence Work/Repairs-Engineer	1,175.00
Independence Business Supply	Chairs	779.96
Middaugh Printers	Business Cards	65.00
Middaugh Printers	Letterhead	102.00
Comdoc	Copier Charges	37.09
Koorsen Fire & Security	Service	335.00
Chuck Nicholson	Service	18.83
Tuscora Electric	Supplies	71.82
Fenton Brothers	Supplies	164.66

Common Pleas

Ohio Guidestone	CODIP Contract	1,600.00
Garrett Electronics	Repairs	125.00
Comdoc	Contract Base Charge	351.26
Comdoc	Contract Base Charge	146.23
Qun Wu	Interpreter	385.29
Union Hospital	Wellness Training	40.00
OH Association of Magistrates	Membership	125.00

Community & Economic Development

Diversified Engineering	Engineering Services/B-F-17-1CT-1	38,743.00
Tusc Co OCED	General Admin/B-F-17-1CT-1	10,158.57
Newton Asphalt Paving	B-F-17-1CT-1	302,363.00
Bridges Excavating	CHIP Home Repair	11,550.00
Ohio Regional Development Corp	Soft Costs/2017 CHIP	2,541.00
Ohio Regional Development Coep	Soft Costs/2017 CHIP	2,000.00
Quill	Supplies	242.98

Community Corrections

Tusc Co Sheriff's Office	Security	346.88
Farsight Management	Inspection	299.00
County Building Improvement Fund		
Schooley Caldwell & Associates	Courthouse Dome Project	2,455.12
Schooley Caldwell & Associates	Engineering/Courthouse Lighting Project	2,900.00
Dog Pound		
Fairfield Computer Services	Monthly Licensing Software	200.00
Stacey Spillman	Travel	23.92
SmartBill	Service Fee/2019 Dog License Mailing	1,081.34
Emergency Management		
Xerox Financial Services	Copier Lease	100.00
Gail Baldwin	Travel	18.40
Engineer		
Joe Bachman	Travel & Misc Expenses	423.20
American Electric Power	Service	2,049.43
Holmes Wayne Electric	Service/Dundee	22.45
Truck Restoration Unlimited	Repairs	3,760.00
National Lime & Stone	Mat'l per bid	2,044.79
Starlight Enterprises	Office Cleaning	318.00
Trackside Overhead Doors	Repairs	749.00
Dover Brake	Repairs/Parts	13.56
Fenton Brothers	Repairs/Parts	52.53
Independence Business Supply	Supplies	40.17
Snyder Brothers Sales	Repair Parts	3,198.07
Centre Supply	Repairs/Parts	474.60
National Lime & Stone	Mat'l per bid	2,725.44
Centre Supply	Blades	10,888.66
National Lime & Stone	Mat'l per bid	6,705.03
Kuester Implement	Repairs/Parts	57.05
Summers Rubber	Repairs/Parts	15.19
Galicks	Bridge & Culvert Supplies	69.00
Frontier Communications	Service	193.88
Lowe's Business Account	Bridge & Culvert Supplies	119.91
Gemstone Gas & Welding	Bridge & Culvert Supplies	9.95
Stony Point Supply	Bridge & Culvert Supplies	1,108.32
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	95.40
Triple R Trailer	Repairs/Parts	185.00
Young Truck Sales	Repairs/Parts	467.13
Twin City Automotive	Repairs/Parts	297.29
Clark Company/Clark Clay	Mat'l per bid	818.13
Liniform	Uniform Rental	187.40
Cross Truck Equipment	Repairs/Parts	20.40
Heritage Coop	Fuel Oil & Gas per bid	15,722.72
Kimble Recycling & Disposal	Port & NP Trash Dumpsters	70.55
NP Water Dept	Water/Sewer/Trash	258.73
Information Technology		
MNJ Technologies	Security Support	530.00
MNJ Technologies	Security Support	1,645.00
Horizon	Internet Connection	536.00
MNJ Technologies	Network Attached Storage	1,112.00
Provantage	Supplies	901.98
Provantage	Supplies	145.98
Alex Cox	Travel	28.52
Tamara Eugeneau	Travel	29.44
April Beachy	Travel	16.10
Job & Family Services		
Loretta Galbreath	Travel	91.08
Elizabeth Benedetto	Travel	229.08
Jaime Grunder	Travel	289.75
Laura Burton	Travel	197.04
Brittany Renner	Travel	396.52
Starmaker Studio	Independent Living	120.00

Erin Johnson	Non IV-E Daycare	791.20
Nicholas & Clorissa Garlando	Christmas Checks	50.00
Staples Business Credit	Supplies	228.21
Staples Business Credit	Chair	139.99
Lanning House	PRC/Rent	395.00
Adam Wilson	Travel	52.00
Heather Miller	Travel	87.08
Trudy Lewis	Travel	111.55
Steve & Christina Weese	Transportation	177.83
Goodwill Industries of Greater CLE	Court Appearance	166.00
Jeremy & Kari Klaserner	FC Clothing Reimb	58.53
Christopher & Stacy Troyer	FC Clothing Reimb	45.91
Jacob & Marilyn Miller	FC Clothing Reimb	286.85
Nicholas & Clorissa Garlando	FC Clothing Reimb	235.17
Jacob & Esther Mast	FC Clothing Reimb	42.10
David & Marybeth Miller	FC Clothing Reimb	7.96
Treasurer State of OH	Fingerprints	804.00
Lowe's Business Account	Supplies	109.15
G & L Supply	Supplies	920.35
Douglas Harriman	Travel	21.57
Jessica Sluka	Travel	30.00
Karla Brink	Travel	25.73
David Haverfield	Travel	198.72
Joseph Krockner	Travel	58.32
Thomas Cannon	Travel	283.36
Mandy Prosser	Travel	69.46
Verizon Wireless	Cell Phone Service	975.41
LexisNexis Risk Solutions	User Fee	226.00
CCAP Auto Lease	Van Lease	539.30
Action Now Services	Pest Control	55.00
Horizons of Tuscarawas & Carroll	Transportation	44,743.00
Tusc Co Commissioners	Cost Allocation	10,020.22
Treasurer State of OH	Fingerprints	388.00
Kiser Auto Repair	Salting of Parking Lot	400.00
Micela Glass	Glass Repair	75.00
Agnes Walker et al	NET Mileage Reimb	11,295.76
The Bair Foundation et al	Boarding Home Payroll	200,793.28
Mark & Danielle Dickey et al	Boarding Home Payroll	22,792.00
Juvenile/Probate		
Ziegler Tire	Repairs & Maintenance	34.12
Xerox	Leased Copier	38.90
Xerox	Leased Copier	119.37
Xerox	Leased Copier	49.33
Monica Benavides	Interpreter	155.84
Monica Benavides	Interpreter	124.44
K & M Coffee	Coffee	157.50
Weavers Furniture	Chair	1,497.00
Xerox	Leased Copier	100.18
Xerox	Leased Copier	100.18
Xerox	Leased Copier	100.18
Ohio Judicial Conference	Membership	250.00
OH State Bar Association	Membership	123.00
OH State Bar Association	Membership	247.00
OH State Bar Association	Membership	247.00
Law Library		
Clerk of Courts	Notary Fees	210.00
Frontier	Internet	93.98
RELX Inc	On-Line Database	1,801.90
Park Department		
Kimble Co	Materials for Trail Phase II Handicap Access	955.96
United Rentals	Portable Toilet Rental	93.00
Public Defender		
Quickprint	Supplies	120.00

Sheriff		
MNJ Technologies	Computers	3,795.00
Capital Tire	Cruiser Repairs	237.80
Arney Automotive	Cruiser Repairs	814.49
Dominion East Ohio Gas	Service	4,025.14
Sysco Food Services	Food	4,154.03
Nickles Bakery	Bread	450.45
Dutch Creek Foods	Food	7,714.28
Hall Public Safety	Radar Certifications	1,540.00
Ohio BCI & I	CCW Background Checks	2,774.00
Time Warner Cable	Cable/Internet-LEAD Drug Task Force	240.63
Tusc Co Sheriff	Confidential Funds	5,000.00
Heritage Coop	Gasoline	7,595.85
Heritage Coop	Gasoline	16.37
Verizon Wireless	Cell Phone Service	488.08
Valerie Myers	Travel	34.96
Mike Creager	Uniform Reimbursement	74.77
Lowe's	Supplies	21.75
Fenton Brothers	Supplies	75.00
Fenton Brothers	Supplies	92.40
Sirchie	Supplies	334.86
Gerald Kendle Jr	Snow Removal	320.00
New Phila Water Dept	Service	2,487.00
Staples	Suppleis	179.99
Southern Court		
OH Association of Magistrates	Membership	125.00
Clearwater Systems	Water Cooler Rental & Supplies	53.75
JP Morgan Chase	Credit Card Purchases	251.34
Quill	Supplies	1,367.06
Quill	Supplies	169.76
Quill	Supplies	955.61
Cronisers Sales & Service	Service	1,186.40
Xerox	Service Contract	146.47
Kimble Recycling	Service	73.43
Go Shred	Shredding Services	65.00
Atty Donovan Hill	Atty Fees	172.00
Atty David Hipp	Atty Fees	92.00
Treasurer		
Tusc Co Recorder	Tax Lien Release Fees	96.00
Veterans		
Treasurer Tusc Co	Fuel	33.88
RK Lindsay Funeral Home	Indigent Cremation/Schwarze	1,000.00
Xerox Financial	Lease Payment	148.99
Heritage Coop	Fuel	548.69
Tusc Co JFS	Billable Services	44.85
Water & Sewer		
American Electric Power	Service	465.42
Frontier	Service	52.26
Blooms Printing	Water Source Mailing Dundee	354.00
Treasurer State of OH	License to Operate	4,978.56
Cintas	Uniform Rental	424.86
Liberty Ford	Service	44.95
Graphic Enterprises	Copier Service Agreement	924.27
Mission Communications	Materials	311.00
Univar USA	Materials	1,125.91
Enger Auto Parts	Supplies	48.56
Treasurer State of OH	Permit NPDES	6,100.00
American Electric Power	Service	767.11
Frontier	Service	52.87
Frontier	Service	48.42
Newcomerstown Water	Sewage Disposal	7,714.41
Buckeye Power Sales	Repairs	228.60
Buckeye Power Sales	Repairs	492.90

Solenis	Materials	4,030.40
MNJ Technologies	Computer	1,503.80
Stanley Miller Construction	Sandyville WWTP Construction	10,531.52
American Electric Power	Service	48.92
Fenton Brothers	Materials	178.50
Gemstone Gas & Welding	Materials	93.68
Stony Point	Materials	49.00
Holmes Wayne Electric	Service	1,186.00
American Electric Power	Service	565.91
Verizon Wireless	Modem Service	15.02
Frontier	Services	57.33
Kimble Recycling	Sewage Disposal	2,566.42
Haueter Landscaping	Contract Services	160.00
The New Co	Materials	2.41
Village of Tuscarawas	Water Purchased	2,520.93
American Electric Power	Service	2,882.46
Northeast OH Natural Gas	Utilities	128.48
Liberty Ford	Service	30.19
Fastenal	Materials	27.15
John Deere Financial	Equipment	59.96
John Deere Financial	Supplies	13.99
Great Lakes Water & Waste	Pump Rebuild	4,327.00
Heritage Coop	Fuel	1,064.60
USDA-RD	91-12 Water Meter Interest	10,094.62
USDA-RD	91-12 Water Meter Principal	33,200.00
Columbia Gas	Utility	1,584.24
American Electric Power	Service	8,678.22
American Electric Power	Service	7,703.88
City of Dover	Sewage Disposal	11,715.45
Village of Tuscarawas	Sewage Disposal	1,887.17
Kimble Recycling	Container Disposal	44.80
Village of Tuscarawas	Sewage Disposal	1,634.10
Albers & Albers	Legal Services	7,256.25
Heritage Coop	Fuel	320.01
OH Utilities Protection Service	Manual Callouts	4.00
Stony Point	Equipment	27.20
Great Lakes Water & Waste	Small Projects	3,250.00

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

OTHER BUSINESS

Discussion: Sean McCarter, Special Legal Counsel to the Tuscarawas County Commissioners, stated that the first resolution presented under other business concerned a closing agreement between the Commissioners and RDHK Investments and Ridge Wood Development LLC involving several easements and title issues. This resolution would settle those issues.

RESOLUTION (1014-2018) CLOSING AND RELEASE AGREEMENT BETWEEN THE TUSCARAWAS COUNTY COMMISSIONERS, AND RDHK INVESTMENTS AND RIDGE WOOD DEVELOPMENT LLC – WATER/SEWER FACILITIES

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

**TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
RESOLUTION 1014-2018**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CLOSING AGREEMENT AND RELEASE WITH RHDK INVESTMENTS, LLC AND RIDGE WOOD DEVELOPMENT, INC. TO CORRECT AND CURE REAL ESTATE TITLE ERRORS ASSOCIATED WITH THE PRIOR TRANSFER OF WATER AND SEWER FACILITIES ASSOCIATED WITH THE RIDGE WOOD DEVELOPMENT.

BE IT RESOLVED by the Board of Commissioners of Tuscarawas County, Ohio as follows:

Commissioner moved as follows:
Sciarretti

Section 1: That the Board hereby approves the Closing Agreement and Release, as presented, with RHDK Investments, LLC and Ridge Wood Development, Inc. to cure real estate title errors associated with the prior transfer of sewer and water facilities to Tuscarawas County associated with the Ridge Wood Development and authorizes execution of the same and any associated documents necessary to close this transaction, including an easement for an existing pipeline to RHDK Investments, LLC by: All on behalf of the Tuscarawas County Board of Commissioners. Commissioners

Section 2: It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Seconded by: Commissioner
Abbuhl

Roll Call Vote:

<u>Kerry Metzger</u> Kerry Metzger	<u>Yes</u> /Nay
<u>Chris Abbuhl</u> Chris Abbuhl	<u>Yes</u> /Nay
<u>Joe Sciarretti</u> Joe Sciarretti	<u>Yes</u> /Nay

Adopted by the Board of Commissioners of Tuscarawas County, Ohio, this 12 day of December, 2018.

Attest:

Clerk

CLOSING AGREEMENT AND RELEASE

THIS CLOSING AGREEMENT AND RELEASE ("Release") is made and entered by and between The Tuscarawas County Board of Commissioners ("County") and RHDK Investments, LLC ("RHDK") and Ridge Wood Development, Inc. ("Ridgewood"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Ridgewood previously conveyed that certain sewer and water system to the County located in Dover Township, Dover, Ohio, generally known as: The Ridgewood Water System conveyed by the written agreement dated August 25, 1994; and The Renner/Ridgewood Sewer System conveyed by Ridgewood to the County at various times (collectively "Water/Sewer System").

WHEREAS, errors in surveys and with the documentation associated with the Water/Sewer System have been discovered and the Parties desire to resolve said discrepancies through the conveyance of the documents in Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Conveyance.** Ridgewood and RHDK agree to execute the documents in Exhibit A, as applicable ("Documents"). Ridgewood and RHDK will deliver to the County evidence that the signatories to each of the documents in Exhibit A were authorized to sign and enter into each of the respective documents ("Resolutions"). Ridgewood and RHDK will deliver the Documents and Resolutions within five days of their receipt of a fully executed original of this Release. The County will execute in accordance with recording formalities, the Right of Way attached as Exhibit B and deliver an original to RHDK within five days of their receipt of a fully executed original of this Release.
2. **Non-Admission of Liability.** This Release shall not in any way be construed as an admission by either party that either party has acted wrongfully with respect to the other party or any other person.
3. **Severability.** The provisions of this Release are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain in full force and effect. This Release shall survive the termination of any arrangements contained herein and shall not merge into any of the documents attached as Exhibit A.
4. **Release.** Except as herein otherwise agreed, the Parties hereby irrevocably and unconditionally releases, acquits and forever discharges the other and each of their present and former agents, directors, officers, employees, representatives, attorneys, and members of its governing board, and all persons acting by, through, under or in concert with any of them from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, whether negligent or intentional, known or unknown, suspected or unsuspected, including, but not limited

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to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any warranties, whether express, implied or arising by operation of law, or any tort, or any federal, state or other governmental statute, regulation, or ordinance from the date of this Release back to the date farthest back in time of any of the Parties' inception, formation, creation, or birth. This paragraph shall have no applicability to claims or rights, if any, based totally on events occurring after the date of this Release.

5. **Covenant Not to Sue.** The Parties covenant and agree not to commence or prosecute any action, suit, litigation, or proceeding of any type or nature, at law or in equity, against the other Party that arises out of, relates to, or is based upon in whole or in part any subject matter released by this Release, except as expressly stated and reserved herein. Notwithstanding the foregoing, each Party hereto expressly reserves its right to seek enforcement of this Release.

6. **Sole and Entire Agreement.** This Release contains the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof. The terms of this Release are contractual and not a mere recital. This Release shall be binding upon, and inures to the benefit of, each Parties, and their respective heirs, successors and assigns.

7. **The Agreement.** For the purposes of this Release, no party shall be deemed the drafter of this document and they may not amend, revise or modify in whole or in part, the terms set forth herein, except pursuant to a separate writing agreed upon and signed by all the Parties.

8. **Executed in Counterparts.** This Release may be executed in counterparts, each of which shall be deemed an original for purposes of authentication, evidentiary validity, and in governance of all the Parties hereto.

9. **Other Documents/Future Documents.** The Parties to this Release agree to execute and to deliver such additional documents and instruments and to perform such additional acts, as may be necessary to effectuate, consummate or perform any of the terms, provisions or conditions of this Release. Ridgewood covenants and agrees to cooperate in the transfer of any other interests in the Water/Sewer System that should have been conveyed to the County.

10. **Ohio Law.** Ohio law applies to all aspects of this Release and the underlying transaction between the Parties. The Parties stipulate that this Release is entered into and came into existence in Dover, Ohio for all legal purposes.

11. **Recitals.** The recitals to this Release are hereby incorporated and made a part of this Agreement.

12. **Headings.** The headings in this Release are included for convenience only and shall neither affect the construction or interpretation of any provision in this Release nor affect any of the rights or obligations of the parties to this Release.

THE TUSCARAWAS COUNTY BOARD OF COMMISSIONERS


By: Chris Abbuhl, Commissioner

Date: 12/12/18


By: Kerry Metzger, Commissioner

Date: 12/12/18


By: Joe Sciarretti, Commissioner

Date: 12/12/18

Approved as to form:

By: Robert Stephenson, Law Director

RHDK INVESTMENTS, LLC

By: Keith B. Kimble, Manager

Date: _____

RIDGE WOOD DEVELOPMENT, INC.

By: Jerry Renner, Secretary

Date: _____

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EXHIBIT A

Attach:

- Easement and Right of Way Agreement from Ridge Wood Development, Inc. to County
- Easement and Right of Way from RHDK Investments, LLC
- Quit Claim Deed and Bill of Sale from RHDK Investments, LLC to County
- Quit Claim Deed and Bill of Sale from Ridge Wood Development, Inc. to County
- Quit Claim Deed from Ridge Wood Development, Inc. to County
- Partial Assignment of Sewer Easements from Ridge Wood Development, Inc. to County

EXHIBIT B

Attach:

- Pipeline Right of Way Agreement from County to RHDK Investments, LLC

ROLL CALL VOTE:

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

Discussion: Sean McCarter stated that the second resolution appearing under other business concerned that of a purchase agreement with the estates of Victor and Susan Renner. Mr. McCarter added that several decades ago Victor Renner purchased several plots, and when the county assumed water/sewer responsibilities of those areas, a proper transfer was not completed. This occurred in approximately 1961. However, as Victor Renner has since passed, the transfer needs to now be completed through his estate. The dollar amount of \$4,500.00 amount mostly invokes processing costs over the estate.

RESOLUTION (1015-2018) PURCHASE AGREEMENT BETWEEN THE TUSCARAWAS COUNTY COMMISSIONERS AND THE ESTATES OF VICTOR S. RENNER AND SUSAN V. RENNER – WATER/SEWER FACILITIES

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

**TUSCARAWAS COUNTY BOARD OF COMMISSIONERS
RESOLUTION 1015-2018**

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH THE ESTATES OF VICTOR S. RENNER AND SUSAN V. RENNER TO ACQUIRE VARIOUS EASMENTS AND TO CURE REAL ESTATE TITLE ERRORS ASSOCIATED WITH THE PRIOR TRANSFER OF SEWER FACILITIES.

BE IT RESOLVED by the Board of Commissioners of Tuscarawas County, Ohio as follows:

Commissioner Sciarretti moved as follows:

Section 1: That the Board hereby approves the amended Purchase Agreement Closing Agreement, as presented, with The Estates Of Victor S. Renner and Susan V. Renner to cure real estate title errors associated with the prior transfer of sewer facilities to Tuscarawas County and authorizes execution of the same and any associated documents necessary to close this transaction by : All Commissioners on behalf of the Tuscarawas County Board of Commissioners.

Section 2: It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Seconded by: Commissioner
Abbuhl

Roll Call Vote:

<u>Kerry Metzger</u> Kerry Metzger	Yea/Nay
<u>Chris Abbuhl</u> Chris Abbuhl	Yea/Nay
<u>Joe Sciarretti</u> Joe Sciarretti	Yea/Nay

Adopted by the Board of Commissioners of Tuscarawas County, Ohio, this 12 day of December, 2018.

Attest:

Adm. Sec.
Clerk



C. Jason Deeds
 Attorney
 Office: 330.364.6553
 jdeeds@bmsa.com

December 7, 2018

VIA EMAIL ONLY
 bhillyer@gmail.com

Brett Hillyer, Esq.
 Connolly, Hillyer & Ong, Inc.
 201 N. Main Street
 P.O. Box 272
 Uhrichsville, Ohio 44683

Re: Purchase Agreement by and between Jerry Renner, Fiduciary of the Estate of Victor S. Renner and the Proposed Fiduciary of the Estate of Susan V. Renner and The Tuscarawas County Board of Commissioners

Dear Brett:

As discussed, enclosed for your consideration is a revised Purchase Agreement. After you and your client have reviewed and considered the same, please contact me to address any outstanding issues or to make arrangements to finalize the document.

Thank you and I will look forward to hearing from you.

Very truly yours,

BLACK McCUSKEY, SOUERS & ARBAUGH



C. Jason Deeds

CJD:leg
 Enclosure
 cc: Jerry L. Renner, Executor

Gene Barnhart Todd S. Bundy Gust Callas Thomas W. Connors Joel K. Dayton C. Jason Deeds Richard D. Dodez Larry B. Donovan
 Patrick M. Dunn Robert I. Friedman James P. Kamenar LeAnne M. Kiko Ryan A. Kuchmaner Victor R. Marsh Ray Meiers
 Brian R. Mertes Rod A. Moore Robert J. Murphy Robert B. Preston III Julia G. Redafield Kimberly M. Rippeth Ryan C. Robinson
 Daniel J. Schkue James D. Schwelkart Arnold R. Shifman Randolph L. Snow Bruce M. Soares Charles J. Tyburski
 Chrysanthe E. Vastiles Gregory S. Warder James M. Wherley, Jr. Whitney L. Wilits-Monroe

PURCHASE AGREEMENT

This Agreement is made this ____ day of _____, 2018, by and between Jerry Renner, the Fiduciary of the Estate of Victor S. Renner and the [proposed] Fiduciary of the Estate of Susan V. Renner, whose address is 2348 RENNER DRIVE, DOVER, OH hereinafter referred to as SELLER, and The Tuscarawas County Board of Commissioners, whose address is 125 E. High Ave. New Philadelphia, hereinafter referred to as BUYER.

WHEREAS, Seller is the purported owner of real property interests known herein as the rights of way excepted from conveyances by Victor S. Renner and Susan V. Renner to various grantees located in Tuscarawas County, Ohio and being described in the highlighted sections of the Description of Property and Requirements, attached as Exhibit A ("real property"),

WHEREAS, Seller hereby desires to sell and Buyer hereby agrees to purchase the said real property, on the terms and for the consideration hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price and Terms:**

- a. The total purchase price for the real property is the net sum of Four Thousand Five Hundred Dollars (\$4,500), payable in equal shares without setoff or deduction to the two Sellers as follows:
- b. Seller shall convey the real property, via an assignment, as-is, where-is, with all faults and in its present physical condition, and subject to all easements, conditions, restrictions and matters appearing or not appearing of record. Seller and Buyer acknowledge and agree that the subject real property does not and this Agreement shall not in any way include or relate to the real property owned by Betty J. Wherley and Elizabeth Wherley Sexton and known as Tuscarawas County Real Estate Tax Parcel No. 10-01089.015 and the litigation matter relating thereto currently pending before the Tuscarawas County Common Pleas

Court.

- c. The Buyer shall furnish an Owner's Policy of Title Insurance in the amount of the purchase price, the cost of the premium and commitment shall be paid by the Buyer. Attorney Brett Hillyer shall serve as the attorney, law firm or title insurance company to issue said policy. The Buyer shall bear the cost of the title search. Title to the property will be good and marketable in fee simple, and shall be in accordance with the standards of the Ohio State Bar Association. The Buyer shall pay any cost incurred in the issuance of a Title Insurance Loan Policy for the Buyer's lender. Buyer agrees to pay the closing fee, on a non-financed cash sale.
- d. The Buyer shall pay the auditor's conveyance tax or provide a statement for the exemption therefrom. The Buyer shall pay all taxes and assessments, prorated to date of closing, both general and special, based on the current tax duplicate, and all agricultural use tax recoupments, if any, as estimated by the County Auditor. The Buyer shall pay the cost of recording the deed and the cost of a location survey, if desired by the Buyer if required by the Buyer's lender.
- e. Buyer agrees to hold Seller and Seller's representatives, agents, beneficiaries, successors and assigns harmless from, to defend and indemnify each of them for and to assume any and all liability, harm and cost of any kind or nature, including but not limited to legal fees and costs that are or may be associated with the real property and the subject matter that brought about or may subsequently develop concerning this Purchase Agreement, the real property and Buyer's acquisition, development, use and/or future conveyance of the real property for utility or any other purposes. Buyer expressly acknowledges and agrees that the terms herein shall survive the closing of this transaction and the recording of the assignment

and be binding upon it and benefit the Seller, et al. indefinitely and regardless of any subsequent transactions, conveyances or assignments entered into or completed by the Buyer.

2. This agreement is expressly contingent upon the Seller's satisfaction before Closing that it has gained such authorities, waivers and consents from the Tuscarawas County Probate Court or others, which it believes may be needed to complete the subject transaction.
3. **Closing:** Closing shall be held on or before January 1, 2019, or such other date as satisfies the terms of Section 2, or as the parties shall mutually agree, and shall be located at the office of *Connolly, Hillyer & Welch*, 223 Fair Ave. New Philadelphia, Ohio.
4. **Possession:**
Seller shall deliver possession of real property at closing.
5. **Real Estate Sale:**
 - a. **Inspection of Premises.** Buyer acknowledges that they had the opportunity to inspect the premises and that they have availed themselves of that opportunity to the extent they desire. With respect to the property's condition, value, character, size and improvements and fixtures, if any, Buyer is relying solely upon such inspection and agrees that they are purchasing the property in its present "as is" condition. There are no express or implied representations or warranties by the Seller as to the physical conditions, quality of construction, workmanship, or fitness for any particular purpose. Buyer accepts the property and releases and discharges Seller from any environmental claim or condition whether hidden or disclosed, and Buyer shall be solely responsible for any environmental or other remediation.

6. **Benefit of Agreement:**

The terms of this Agreement shall survive the closing and the recording of transfer instruments and be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

7. **Notices:**

All notices, demands, or other communications given under this Agreement shall be in writing, and shall be mailed to Buyer and Seller at their current address. Either party may, by written notice to the other, change the place to which all further notices to said party shall be sent.

8. **Entire Agreement:**

This agreement, including the closing documents for the real estate sale, purchase agreement signed by the parties constitutes the entire agreement of the parties. No oral representations are binding on either party. The parties acknowledge that they have had full and fair opportunity to have the agreement reviewed by other parties including other counsel.

IN WITNESS WHEREOF, the parties now duly sign and execute this Agreement.

Dated: 12-18-2018

Kerry Metzger
SELLER

Joe Smith
SELLER

Dated: _____

Chris Albrecht
SELLER

BUYER

This instrument prepared by: Brad L. Hillyer, Esq. Connolly, Hillyer & Ong, Inc.
201 N. Main Street, P.O. Box 272, Uhrichville, Ohio 44883 (740) 922-4181

EXHIBIT A

Description of Property and Requirements

SCHEDULE B - SECTION I

Requirements:

- 1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
- 2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
 - A. Payment of any outstanding taxes for the Tax Year 2016;
 - B. Owner's Title Affidavit executed by Seller(s);

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PROPERTY I - 6.162 Acres, Red Hill Road, Dover, Ohio 44622:

- A. Deed from Tuscarawas County Commissioners, vesting the fee simple title in the City of Dover, Ohio;
- B. Certificate of Transfer from the Estate of Floyd E. Kimble to Doris J. Kimble;
- C. Deed from Doris J. Kimble, unmarried, and RHDK Investments, LLC, vesting the fee simple title in the Tuscarawas County Commissioners;

AS TO PROPERTY II - 0.843 Acres, Ridgeway Drive, Dover, Ohio 44622:

- A. Warranty Deed from The Commissioners of Tuscarawas County, Ohio, vesting title in the City of Dover, Ohio;

AS TO PROPERTY III - 8.092 Acres, Oaktree Drive, Dover, Ohio 44622:

- A. Warranty Deed from The Commissioners of Tuscarawas County, Ohio, vesting title in the City of Dover, Ohio;

AS TO PROPERTY IV - 1.001 Wood Haven Dr., NW, Dover, Ohio 44622:

- A. Deed from The Tuscarawas County Board of Commissioners, vesting the fee simple title in City of Dover, Ohio;

AS TO PROPERTY V - 2135 Saltwell Rd., Dover, Ohio 44622:

Schedule B - Section I

- A. Assignment to the City of Dover, Ohio, of All Rights held by Tuscarawas County Commissioners as set forth in Easement from Floyd Kimble and Doris Kimble, husband and wife, to the Tuscarawas County Commissioners dated October 18, 1993, and recorded October 5, 1994, at 9:39 a.m. in Volume 685, Page 837, Tuscarawas County Deed Records.

AS TO PROPERTY XXI - Easement recorded at Vol. 581, Page 559, Tuscarawas County Deed Records:

- A. Assignment to the City of Dover, Ohio, of All Rights held by Tuscarawas County Commissioners as set forth in Easement from Rodney J. Reese and Darlene Reese, husband and wife, to Tuscarawas County Commissioners dated March 8, 1984, and recorded March 9, 1984, in Volume 581, Page 559, Tuscarawas County Deed Records.

AS TO PROPERTY XXII - Agreement and Release recorded at Vol. 581, Page 564, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners of All Rights held by the Estates of Victor S. Renner and Susan V. Renner, deceased, and Ridgewood Development, Inc. as set forth in Agreement and Release by and between Victor S. Renner and Susan V. Renner, husband and wife, and Ridgewood Development, Inc., an Ohio Corporation, and Rodney J. Reese and Darlene Reese, husband and wife, dated March 5, 1984, and recorded March 9, 1984, at 11:25 a.m. in Volume 581, Page 564, Tuscarawas County Deed Records.
- B. Assignment to the City of Dover, Ohio, of All Rights held by Tuscarawas County Commissioners as set forth in Agreement and Release by and between Victor S. Renner and Susan V. Renner, husband and wife, and Ridgewood Development, Inc., an Ohio Corporation, and Rodney J. Reese and Darlene Reese, husband and wife, dated March 5, 1984, and recorded March 9, 1984, at 11:25 a.m. in Volume 581, Page 564, Tuscarawas County Deed Records.

AS TO PROPERTY XXIII - Utility Easement recorded at Vol. 533, Page 520, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners, of All Rights held by Ridgewood Development, Inc. as set forth in Utility Easement by and between Ernest B. Tristano and Opal A. Tristano, husband and wife, and Ridgewood Development, Inc., an Ohio Corporation, dated September 30, 1977, and recorded September 30, 1977, at 3:34 p.m. in Volume 533, Page 520, Tuscarawas County Deed Records.
- B. Assignment to the City of Dover, Ohio, of All Rights held by Board of Tuscarawas County Commissioners as set forth in Utility Easement by and between Ernest B. Tristano and Opal A. Tristano, husband and wife, and Ridgewood Development, Inc., an Ohio Corporation, dated September 30, 1977, and recorded September 30, 1977, at 3:34 p.m. in Volume 533, Page 520, Tuscarawas County Deed Records.

AS TO PROPERTY XXIV - 25' Utility strip recorded at Vol. 669, Page 167, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners of All Rights in a 25' utility strip from Ridgewood Development, Inc. as set forth in General Warranty Deed from Ridgewood Development, Inc., an Ohio Corporation, to Scott A. Wendling dated April 26, 1993, and

Commissioners as set forth in right-of-way easement by Mason Woodlands, LLC, a Limited Liability Company, to The Board of Commissioners of Tuscarawas County, Ohio dated October 29, 2012 and recorded June 22, 2016 at 10:33 a.m. in Volume 1506, Page 696, Tuscarawas County Official Records.

AS TO PROPERTY XXXI- Right of way easement recorded at Vol. 1506, Page 692, Tuscarawas County Official Records:

- A. Assignment to the City of Dover, Ohio of All Rights held by Tuscarawas County Commissioners as set forth in right of way easement by Jennifer L. Cercone, unmarried, to The Board of Commissioners of Tuscarawas County, Ohio dated November 1, 2012 and recorded June 22, 2016 at 10:33 a.m. in Volume 1506, Page 692, Tuscarawas County Official Records.

AS TO PROPERTY XI- Right of way easement recorded at Vol. 1529, Page 1872, Tuscarawas County Official Records:

- A. Assignment to the City of Dover, Ohio of All Rights held by Tuscarawas County Commissioners as set forth in right of way easement by AHM Investments II, LLC, to The Board of Commissioners of Tuscarawas County, Ohio dated October 21, 2012 and recorded April 25, 2017 at 9:51 a.m. in Volume 1529, Page 1872, Tuscarawas County Official Records.

AS TO PROPERTY XII- Right of way easement recorded at Vol. 1506, Page 694, Tuscarawas County Official Records:

- A. Assignment to the City of Dover, Ohio of All Rights held by Tuscarawas County Commissioners as set forth in right of way easement by Thomas L. Wilkins and Tonya R. Wilkins, husband and wife, to The Board of Commissioners of Tuscarawas County, Ohio dated October 23, 2012 and recorded on June 22, 2016 at 10:33 a.m. in Volume 1506, Page 694, Tuscarawas County Official Records.

AS TO PROPERTY XLII- Right of way easement recorded at Vol. 1506, Page 699, Tuscarawas County Official Records:

- A. Assignment to the City of Dover, Ohio of All Rights held by Tuscarawas County Commissioners as set forth in right of way easement by Tezambe J. Reed and Rosalie J. Reed, husband and wife, to The Board of Commissioners of Tuscarawas County, Ohio dated October 17, 2012 and recorded on June 22, 2016 at 10:33 a.m. in Volume 1506, Page 699, Tuscarawas County Official Records.

AS TO PROPERTY XLIII- Right of way easement at Vol. 416, Page 258, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners of All Rights held by the Estates of Victor S. Renner and Susan V. Renner, deceased, as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Richard J. Figuly and Patricia A. Figuly dated July 19, 1962 and recorded a July 27, 1962 at 12:55 p.m. in Volume 416, Page 258, Tuscarawas County Deed Records.
- B. Assignment to the City of Dover, Ohio, of All Rights held by Tuscarawas County

Schedule B - Section I

Commissioners as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Richard J. Figuly and Patricia A. Figuly dated July 19, 1962 and recorded July 27, 1962 at 12:55 p.m. in Volume 416, Page 238, Tuscarawas County Deed Records.

AS TO PROPERTY XLIV-Right of way easement at Vol. 640, Page 532, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners of All Rights held by the Estates of Victor S. Renner and Susan V. Renner, deceased, as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Gary Smith and Ann M. Smith, husband and wife, dated July 13, 1990 and recorded August 2, 1990 at 11:32 a.m. in Volume 640, Page 532, Tuscarawas County Deed Records.
- B. Assignment to the City of Dover, Ohio, of All Rights held by Tuscarawas County Commissioners as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Gary Smith and Ann M. Smith, husband and wife, dated July 13, 1990 and recorded August 2, 1990 at 11:32 a.m. in Volume 640, Page 532, Tuscarawas County Deed Records.

AS TO PROPERTY XLV-Right of way easement at Vol. 640, Page 532, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners of All Rights held by the Estates of Victor S. Renner and Susan V. Renner, deceased, as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Gary Smith and Ann M. Smith, husband and wife, dated July 13, 1990 and recorded August 2, 1990 at 11:32 a.m. in Volume 640, Page 532, Tuscarawas County Deed Records.
- B. Assignment to the City of Dover, Ohio, of All Rights held by Tuscarawas County Commissioners as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Gary Smith and Ann M. Smith, husband and wife, dated July 13, 1990 and recorded August 2, 1990 at 11:32 a.m. in Volume 640, Page 532, Tuscarawas County Deed Records.

AS TO PROPERTY XLVI-Right of way easement at Vol. 439, Page 199, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners of All Rights held by the Estates of Victor S. Renner and Susan V. Renner, deceased, as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Alfred G. Saffell and Joanne S. Saffell, husband and wife, dated May 10, 1965 and recorded May 25, 1965 at 2:34 p.m. in Volume 439, Page 199, Tuscarawas County Deed Records.
- B. Assignment to the City of Dover, Ohio, of All Rights held by Tuscarawas County Commissioners as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Alfred G. Saffell and Joanne S. Saffell, husband and wife, dated May 10, 1965 and recorded May 25, 1965 at 2:34 p.m. in Volume 439, Page 199 Tuscarawas County Deed Records.

AS TO PROPERTY XLVII-Right of way easement at Vol. 421, Page 193, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners of All Rights held by the Estates of Victor S. Renner and Susan V. Renner, deceased, as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Robert V. Hanks and Viola M. Hanks dated February 1, 1963 and recorded on March 15, 1963 at 1:48 p.m. in Volume 421, Page 193, Tuscarawas County Deed Records.
- B. Assignment to the City of Dover, Ohio, of All Rights held by Tuscarawas County Commissioners as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Robert V. Hanks and Viola M. Hanks, dated February 1, 1963 and recorded on March 15, 1963 at 1:48 p.m. in Volume 421, Page 193 Tuscarawas County Deed Records.

AS TO PROPERTY XLVIII-Right of way easement at Vol. 424, Page 278, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners of All Rights held by the Estates of Victor S. Renner and Susan V. Renner, deceased, as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Joseph A. Gorsky and Rose A. Gorsky, dated June 27, 1963 and recorded on July 2, 1963 at 8:00 a.m. in Volume 424, Page 278, Tuscarawas County Deed Records.
- B. Assignment to the City of Dover, Ohio, of All Rights held by Tuscarawas County Commissioners as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Joseph A. Gorsky and Rose A. Gorsky, dated June 27, 1963 and recorded on July 2, 1963 at 8:00 a.m. in Volume 424, Page 278, Tuscarawas County Deed Records.

AS TO PROPERTY XLIX-Right of way easement at Vol. 397, Page 297, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners of All Rights held by the Estates of Victor S. Renner and Susan V. Renner, deceased, as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Bernard M. Poorman and Rowena A. Poorman, husband and wife, dated April 27, 1960 and recorded May 16, 1960 at 10:52 a.m. in Volume 397, Page 297, Tuscarawas County Deed Records.
- B. Assignment to the City of Dover, Ohio, of All Rights held by Tuscarawas County Commissioners as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to Bernard M. Poorman and Rowena A. Poorman, husband and wife, dated April 27, 1960 and recorded May 16, 1960 at 10:52 a.m. in Volume 397, Page 297, Tuscarawas County Deed Records.

AS TO PROPERTY L-Right of way easement at Vol. 408, Page 310, Tuscarawas County Deed Records:

- A. Assignment to the Tuscarawas County Commissioners of All Rights held by the Estates of Victor S. Renner and Susan V. Renner, deceased, as set forth in Warranty Deed from Victor S. Renner and Susan V. Renner, husband and wife, to John R. Allen and Grace G. Allen dated August 1, 1961 and recorded August 26, 1961 at 8:28 a.m. in Volume 408, Page 310, Tuscarawas County

Schedule B - Section 1

Assignment to Tuscarawas County Commissioners of all rights held by the Estate of Victor S. Renner and Susan V. Renner, deceased, as set forth in the Warranty deed for Victor S. Renner and Susan V. Renner, husband and wife, to Richard J. Figuly and Patricia A. Figuly dated July 19, 1962 and recorded July 27, 1962 at 1:45 pm in Volume 416 Page 259, Tuscarawas County Deed Records.

Assignment to Tuscarawas County Commissioners of all rights held by the Estate of Victor S. Renner and Susan V. Renner, deceased, as set forth in the Warranty deed for Victor S. Renner and Susan V. Renner, husband and wife, to Alfred G. Saffell and Joanne S. Saffel dated May 10, 1965 and recorded at 2:34 pm in Volume 439 Page 199, Tuscarawas County Deed Records.

ROLL CALL VOTE:

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

RESOLUTION (1016-2018) RECESS

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to move into recess at 3:27 p.m. until 1:00 p.m. Thursday, December 13th, 2018, for the purpose of a budget work session.

VOTE:

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

Commissioner Metzger called the meeting out of recess and into regular session at 2:00 p.m. on Thursday December 13th, 2018, for the purpose a budget work session.

RESOLUTION (1017-2018) RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to move into recess a 2:33 p.m.

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

Commissioner Metzger called the meeting out of recess and into regular session at 9:00 a.m. on Friday, December 14th, 2018, for the purpose of a budget work session.

Commissioner-elect Al Landis was present for the budget work session.

RESOLUTION (1018-2018) RECESS

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to move into recess at 11:48 a.m. until 1:00 p.m. for the purpose of a budget work session.

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

Commissioner Metzger called the meeting out of recess at for the purpose of a budget work session.

Commissioner-elect Al Landis was present for the budget work session.

NO OTHER BUSINESS COMING BEFORE THE BOARD.

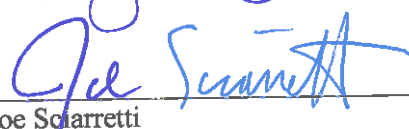
RESOLUTION (1019-2018) ADJOURN

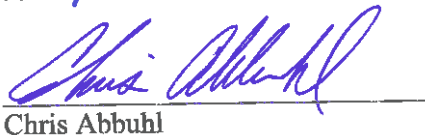
It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to adjourn at 3:33 p.m. to meet in Regular Session, Monday, the 17th day of December, 2018.

VOTE: Kerry Metzger, yes;
Joe Sciarretti, 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.


Kerry Metzger


Joe Sciarretti


Chris Abbuhl

Attest: 
Adam Stilgenbauer, Clerk