March 24, 2021

Agenda

1:10 p.m. David Haverfield – Personnel Action - Replacement Hire

1:15 p.m. Scott Robinson – Advanced Manufacturing Update

1:30 p.m. Mike Jones – Zoar Easement and Executive Session-Union Negotiations/Collective Bargaining

Lord's Prayer

Pledge of Allegiance

Approve Minutes

Approve Reduction of Appropriation (1)

Approve Supplemental Appropriation (2)

Approve Towpath Trail Extension I: RFQ

Approve Estimate – Apex Paint Services (Prosecutor)

Approve Contracts/PWC - Generator

Approve Satisfaction & Partial Release of Mortgage – Sippel
Approve Satisfaction & Partial Release of Mortgage - Bleininger

Approve Fair Housing Administrative Services for PY2019 CD Allocation

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION ON WEDNESDAY, THE 24TH DAY OF MARCH, 2021 WITH THE FOLLOWING MEMBERS PRESENT:

Al Landis
Joe Sciarretti
Chris Abbuhl

Commissioner Landis presiding & asked everyone in attendance when they are speaking today, with the number of people in the gallery, please introduce yourself before you speak. That way our new clerk can record who you are & she gets familiar with your faces & voices.

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

I would like to introduce Stacey Spillman, she has come to work for the Board of Commissioners. She comes to us from inside the county after having worked in a few other offices & brings a wealth of knowledge & experience with her & we are glad to have her.

RESOLUTION (231-2021) AMEND AGENDA – SUSPEND MINUTES

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to suspend the reading/approval of the minutes due to technical difficulties in the printing.

VOTE:

Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

RESOLUTION (232-2021) REDUCTION OF APPROPRIATIONS

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to accept the following reduction of appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff's Office	E-1600-S080-S19	E-1600-S080-S25	$2,373.30	To reduce appropriations due to restrictions in ORC 5705.36. Actual amount to be charged was less than original budgeted amount.

VOTE: Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

RESOLUTION (233-2021) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Common Pleas Court	E-1812-T035-T40	E-1812-T035-T41	$1,650.00	Supreme Court VAWA Grant for the Tuscarawas Video Project re: creation of a video in Spanish for obtaining a civil protection order in Tuscarawas County
Commissioners	U40-U10	U40-U03	$9,387.64	Additional cameras needed for building security

VOTE: Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

Discussion: Commissioner Landis asked Jesse Rothacher, Park Manager, to give a brief summary on the Towpath Trail Extension. Jesse stated the Tuscarawas County Commissioners entered into a licensed agreement with the Kimble Company & the Ohio Erie Canal Coalition for use of their property that goes along side an old railroad bed & access line. This is also being used by the U.S. Army Corp of Engineers to access Dover Dam. With this license agreement we have applied for a TAP Grant through ODOT – a 'Transportation Alternatives Program' and we were awarded $483,000 for the construction of this project. However, we are responsible for covering the project design costs. We received a $10,000 grant from the Ohio & Erie Canalway Association but we have not yet signed or received an award for the MOU. Today he is looking for approval to publish a request for qualifications to bring forth a firm to design this trail & give us an updated cost of estimates so that we can better target fundraising & get this project on schedule, hopefully, for construction in 2022.

Commissioner Sciarretti asked Jesse to share the location of the project. The current developed portion of the Towpath Trail in Tuscarawas County would go to the Zoarville Station Bridge in Zoarville. It would come up the upper rail line to natural serviced paths that have been maintained by Camp Tuscazoar for a number of years as part of the Zoar Valley Trail. The extension would be on the upper portion of the trail all the way down to the Dover Dam, down to SR 416 near Pike Ridge & Pointe Dining. We will work with the US Army Corp of Engineers. We will need to meet their needs of security & safety measures in respect to dam access & control over when the trail is open or closed depending on flood levels & water release through the dam. They are in support of the project & we hope good things will be coming soon.

Commissioner Abbuhl commented he appreciated the work that Jesse has done on this. This has been a long time coming & it's going to be great for quality of life. We have people that are attracted to public trails & recreational activities in Tuscarawas County. This is another huge step moving forward & getting the path completed. He applauds the efforts of everyone – no one gets this type of activity or accomplishments by themselves; there is always a group of individuals that work together to make this happen. We appreciate all the partnerships that we have within the county & all the work that's been

done. Jane Clay has been here since the beginning of our trail system & it's a good feeling to see all this progress keep happening & getting closer to what the ultimate goal is, so thank you!

Commissioner Landis - just a note - the commissioners & Jesse hiked that entire trail & did well.

RESOLUTION (234-2021) TOWPATH TRAIL EXTENSION I: RFQ

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to authorize the Tuscarawas County Park Department to publish a Request for Qualifications to seek project design and engineering services for the Ohio & Erie Canal Towpath Trail Extension I.

Discussion: Jesse Rothacher thanked the county commissioners stating it will be wonderful to add this to our inventory. Currently you can go from Zoarville all the way up through Bolivar into Stark Parks, Summit, Cuyahoga & this puts us that much closer to completing the trail. Thank you.

Commissioner Abbuhl stated Jesse also had recent success with a grant so would he like to mention something about that. Jesse stated he applied for Ohio Chapter of the American Academy of Pediatrics 'Ohio AAP' grant. May is 'Bike Safety Awareness Month' & there was an opportunity to receive bike helmets for children. We received 72 helmets that we will have at an event to give away and encourage people to wear helmets while they are on the trail, on the road and to do your part to make sure that you are safe & well protected. We will distribute the helmets in May during 'Bike Safety Awareness Month' the phrase they are using is 'Put a Lid on It'.

VOTE:
Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

Discussion: Mr. David Haverfield is present of Job & Family Services requesting a Resolution to approve a replacement hire for a resignation in the Public Assistance Department, which continues to be very busy. He is proposing the hiring of Amy Schaar-Rummel who is currently an employee at the Sheriff's Department. She is very qualified & will do a great job for us. I am asking for the approval of that resolution.

RESOLUTION (235-2021) PERSONNEL ACTION – JFS (Schaar-Rummell)

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to approve the personnel action hiring Amy Schaar-Rummell as an Income Maintenance Worker 3 at the Tuscarawas County Job & Family Services as recommended by David Haverfield, Director. Amy would fill the position vacated by Marissa Novak on March 5, 2021. Amy would begin her new position effective March 29, 2021. Mr. Haverfield has conducted an independent assessment to determine that this applicant meets the minimum qualifications for the position.

VOTE:
Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

Discussion: Commissioner Landis introduced **Scott Robinson** from the Advanced Manufacturing group. Robinson thanked the commissioners, stating he is with the Tuscarawas County Chamber of Commerce & this is the third year we have been back to talk with you about our Advanced Manufacturing Corridor Project. We believe it has been very successful, everyone here today are representatives & partners in the organization along with the commissioners & we appreciate your support. We would like to request your support again this year for a $25,000.00 grant if that is possible. We have made good use of the money & we are here to spend a few minutes talking about how any new support will be used. He then turned it over to Bob Alsept, the Superintendent of the Buckeye Career Center.

Superintendent Alsept of Buckeye Career Center thanked the commissioners for all they have done & certainly for allowing us the time to explain what the future plans are. We are on committees here & around the state & this partnership is unique & so appreciated. We feel we are going to give you some numbers to show that your return on investment has been strong. From BCC's stand point, the equipment we have been able to purchase & the training we have been able to utilize with that along with our staff has been phenomenal. The partnership & investment that you along with OMEGA was utilized right across the street at University Drive. We hope that continues & you see the value of that to Tuscarawas County. It's more than just training, we want to be seen as great partners that help to fulfill your mission in making Tuscarawas County a destination that retains our current employers & attracts new ones.

Frank Polen of Buckeye Career Center provided documentation for everyone (see below). Our focus is to grow our own workforce. We have the people here locally & can get them skilled to their professions. I looked at our high school numbers since we started the manufacturing grant project & it encompasses four programs in the manufacturing realm. We have 72.3% of those working currently in their fields. CAD & Project Lead the Way, which are college based programs, this is based on six months after they graduate we follow up on this data. We started an Adult Education Welding Program with six students; five of these students are working in that field locally; they are AWAS Certified Welders. When we look at creating jobs or creating skilled employees for the jobs we feel this has been a very valuable project. When we look at sustainability we run the four year apprenticeship, and there is nothing better than improving the current employees in their situations that make our local manufacturers even stronger. We have been able to do that through your generous donation & the committee's efforts. Thank you!

To serve the community by empowering people, of all ages, to discover their passion and prepare for their future through career and technical education.

Buckeye Career Center
MCAMC Grant Project
Impact by the Numbers March 24, 2021

Buckeye Career Center High School

- MCAMC Fields of students are represented in Welding, Precision Machine, CAD, and PI-TW
- 72.3% of students enrolled in programs related to MCAMC are employed in the field of study according to our mandatory state follow up Reports (March D Reports) • These students earned 48 Credentials in the MCAMC fields.

Buckeye Career Center Adult Education

- Began full time Welding Technology Program in 2019-2020 SY • 6 students enrolled
- Students earned 34 Industry Credentials
- 23 AWS Welding Certifications (GMAW, FCAW, SMAW, GTAW)
- 5 students (83.3%) are employed in the field
- Current 2020-2021 SY
- 4 Students enrolled
- Students have earned 16 Industry Credentials to date • 7 AWS Welding Certifications (GMAW, SMAW)

Four-year Apprenticeship

- Machine Apprenticeship and Maintenance Mechanic Apprenticeship
- 2018 42 students enrolled
- 2019 26 students enrolled
- 2020 22 students enrolled

Completion of the four-year apprenticeship program offers students their Journeyman Card

Part Time Students enrolled in MCAMC fields • From fall of 2018-current SY

- 85 Students enrolled in MCAMC fields (Welding, CAD, Robotics, Advanced Hydraulics)

Examples of Equipment via MCAMC Grant Project

- Lincoln Robotic Welder
- Torchmate Plasma Cutter
- Fenceless I-R MATE 200id (Fanuc Material Handler)
- AutoCad Software
- Levil CNC Trainer
- PLC Trainers
- 3D Printers
- Vertex Engaged Mobile Virtual Welder* • Racking Profax Subarc Torch Welder* (*to be delivered)

Paul Dykshoorn Director of Engineering Technology at Kent State University, enjoys the Tow Path Trail, he has utilized it all the way up to Cleveland; he appreciates the commissioners support of the path. He appreciates the support of this endeavor. We believe that we are making a significant difference in a lot of young people's lives; in terms of introducing the students to high tech equipment that they will be using when they get their jobs. This has been a difficult year with COVID, no doubt, in spite of that he believes the Engineering Technology area of Kent State University as they have provided in person classes for a lot students. He taught one last semester, it was difficult to do, but we did it. We introduced our students to the CNC equipment & to robots that we purchased through this grant. Although it was trying, we feel it was a successful year. The 3D printer, that was purchased, can actually be used to produce prototypes for industry. Marlite approached us with a design & asked if we could produce a

prototype for them. We did and they were very appreciative of that. Our students are currently converting an ATV from a gas powered motor to electric powered. We think we are on the cutting edge but there are other pieces of equipment that we still need. This equipment will help to complete the training that we want to do with our students. In closing, we hope you are receptive to providing another grant to us once again.

Scott Robinson thanked the commissioners again for their generous contributions over the past years. He mentioned they are pursuing another grant. He believed it to be the fourth through OMEGA. This grant, which is at least $150,000 does require a match & would be used to enhance the equipment purchases that Paul & Frank referred to. The partners of Kent State Tuscarawas & Buckeye Career Center are contributing a like amount of $25,000.00 each. We are putting our money where our action is & our goal is to extend the resources & expertise of these two fine institutions to help meet the workforce development needs of people who live & work in this county.

Dean Brad Bielski of Kent State University would like to express their ongoing appreciation for the efforts the commissioners have put into this. It's not just the money, it's the support that you give in the community verbally to this project. When funders know the commissioners have supported this, it makes it easier for us to go out to organizations and ask for money. Thank you to Frank & all the key partners at Buckeye. We got off to a fantastic start, many of us were in Columbus in the fall of 2018 when we received proclamations from Senator Landis & Senator Hottinger, when this project that we began won the Workforce Development Project of the Year for Ohio Economic Development Association. We had big hopes then & we still have them. We COVID-19 hit & it shut down a lot of partnerships but this one remained strong & continues to move forward. We are committed to workforce development in our county & in our general region. Our reach is fairly large now, we are thinking Tuscarawas County but we also have an impact in Harrison, Holmes, Guernsey, Carroll and Stark Counties. The program is not just noticed here locally it is noticed regionally & I think it serves as a model for other organizations. We really appreciate what the commissioners continue to do for us.

Jennifer Meek-Eells with the Workforce Board & Ohio Means Jobs Center. She would like to stress thanks from the Workforce Development Board & of course with keeping Advanced Manufacturing training relevant, up to date & current. It is very important for our continued Workforce Development & talent attraction. Our board has also made some investments in a lot of this equipment enhancement over the years & certainly applaud that effort. We were talking with Harry Eadon of E.D.C. about talent attraction & having relevant training available to feed existing businesses, to help them grow & attract new businesses. We really appreciate the commissioner's support on these efforts.

Scott Robinson stated we certainly appreciate this & it is hard to believe that it started 5 years ago in June. During this time, if we are lucky enough to get this grant, we will have reached about a million dollars in raised funds for this project. It's very, very important & we appreciate your support; we hope the commissioner's will continue to support it at the level you have in the past which is $25,000.00. We hope today we gave you an opportunity to continue your support because of the numbers & the presentation. Thank you for your time today & on behalf of the partners' thank you very much!

Commissioner Sciarretti asked how the 4 year apprenticeship program worked. Superintendent Alsept answered stating that is with our adult population separate from our high school population & the employers are directly connected to that program. Commissioner Sciarretti feels this is a wonderful opportunity & we hear it each & every day about workforce needs.

Commissioner Abbuhl is very excited about this program. There is not a better example of collaboration & working together to make such a positive change in the community! Look at Kent State, Buckeye, the Chamber, Workforce Investment, business, local government, all working together for the same goal. It is having a home grown workforce & preparing students for the future & preparing business to take these students on. It is from an entry level position or if you want to continue on to get your Doctorate. We have Doctors in the audience & have hired individuals from Buckeye here at the county. It cannot be overstated how blessed & how fortunate we are to have folks like yourselves in our community. Buckeye working with higher education, working with Workforce Investment & working with adults & traditional students that are coming through. The Chamber of Commerce representing all of the businesses & they hear all of the needs that are out there & we are answering those needs by what this group is doing. To not only be recognized at the local level, but the state level, federal level – every level being impressed by the work that has been done in Tuscarawas County. I still like the old tagline "In Tuscarawas County We Have a Tradition of Creating the Future" and I still think that holds true. We are doing that by the very essence of what you all are doing. We have great leadership within these positions & we have great boards. We continue to be amazed at the progress & the work that is being done in Workforce Development and Educational Opportunities in this county.

Commissioner Landis thanked them for their partnership. The fact that you have partnered together & worked so hard & to your leadership that you have demonstrated here in Tuscarawas County and beyond. Manufacturing is very near & dear to his heart & the fact that we are working with companies to help

keep them here, help them grow & to attract new businesses. We are in a crunch for employees, we are searching high & low for them & with that being said Mr. Alsept, I believe you are having a virtual job fair coming up? Yes, it will be held April 15, 2021. It is new ground but we did not want to let this year go by without having a forum to connect employers with our graduating seniors. The sign up has been good & we are looking forward to it.

Jennifer Meek-Eells we are partnering with Tuscarawas County Chamber to also sponsor an adult focused job fair in May. We held one in Stark County & it was actually very well attended. We are excited about this opportunity & again it is all about continuing to connect the talent with the businesses that have openings.

Commissioner Landis this is leadership at its best & to have a room full of leaders like yourselves with the primary purposes of helping Tuscarawas County residents to grow is phenomenal. Thank you & we certainly appreciate you being here.

RESOLUTION (236-2021) ADVISEMENT – ADVANCED MANUFACTURING CORRIDOR FINANCIAL ASSISTANCE

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to take under advisement the request for financial assistance related to the Multi-County Advanced Manufacturing Corridor.

VOTE: Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

Discussion: Michael Jones is present to summarize the easement for Zoar that has now expired & needs renewed. Originally when the sanitary sewer system that serves the Village of Zoar was originally constructed around 1980 the county obtained an easement from the Ohio Historical Society at that time for a sewer lateral that served Zoar Village Hall. At the time it had a term of 40 years that expired July 2020. We have been in negotiations with Ohio History Connection for roughly a year or so. They will not go 40 years for the term of the new easement, this one is for 15 or 20 years. The cost to renew the easement, initially they were asking for around $1,300.00 we have negotiated that down to $660.00. The state will not approve a perpetual easement so we will have to renew this again in the future. The sanitary sewer actually runs in the alley behind the village hall crosses the states property (SR 212) to the village hall.

RESOLUTION (237-2021) - APPROVING THE TERMS AND CONDITIONS OF A NEW SANITARY SEWER EASEMENT REPLACING AN EXPIRED SANITARY SEWER EASEMENT WITH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES/OHIO HISTORY CONNECTION AND AUTHORIZING THE EXECUTION OF THE EASEMENT APPROVAL FORM AND THE EASEMENT AGREEMENT

It was moved by Commissioner Abbuhl, and seconded by Commissioner Sciarretti, to approve the following resolution.

WHEREAS, the Board of Commissioners, Tuscarawas County, Ohio ("Board") acquired a sanitary sewer easement from the Ohio Department of Administrative Services ("Grantor") on July 1, 1980 for a sanitary sewer lateral serving the Zoar Village Hall at 198 Main Street, Zoar, Ohio 44697 (ODSA File No. 3526), such easement being expired on July 1, 2020; and

WHEREAS, the Board and the Grantor desire to enter into a new Easement Agreement ("Agreement"), with such terms and conditions being described in the attached Exhibit "A" – Easement Agreement; and

WHEREAS, in order to proceed with the final preparation and execution of the Agreement, the Grantor requires that the Board signs an Easement Approval Form, which is included as the attached Exhibit "B"; and

NOW, THEREFORE BE IT RESOLVED, by the Board:

Section 1: The Board hereby approves the Easement Agreement and authorizes the President and/or Vice-President of the Board to execute said easement along with the Easement Approval form.

Section 2: That it is found and determined that all formal actions of the Board of Commissioners, Tuscarawas County, Ohio concerning and relating to the passage of this resolution were passed in an open meeting of the Board of Commissioners, and that all deliberations of the Board of Commissioners 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.

This resolution has been approved as to form by Steven A. Anderson, Special Counsel to the Tuscarawas County Metropolitan Sewer District

VOTE: Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

RESOLUTION (238-2021) EXECUTIVE SESSION – COLLECTIVE BARGAINING (W/S)

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to go into an Executive Session at 1:39 pm with Michael Jones, PE/Sanitary Engineer/Director, to provide an update on the collective bargaining agreement in accordance with ORC 121.22(G)(4).

ROLL CALL VOTE: Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

Commissioner Landis called the meeting out of executive session & back into regular session at 1:45 pm – no action taken.

RESOLUTION (239-2021) APPROVE ESTIMATE – APEX PAINT SERVICES (Prosecutor)

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to approve the following estimate from Apex Paint Services in the amount of $11,449.00 for the painting project in the Prosecutor's Office. This is the lowest of 3 solicited quotes and is within the capital projects previously budget amount.

Discussion: Commissioner Sciarretti felt this was good news that we had the participation that we did. It can't always be local because we go by the price but when it is it's a good thing. Commissioner Landis, well said & again to be able to get 3 to quote & that are available is very good.

VOTE: Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

RESOLUTION (240-2021) APPROVE CONTRACTS/PWC – GENERATOR

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to approve the contract with the Wood Electric, Inc. in the amount of $127,497.00 for the Emergency Generators project as previously awarded and to appoint Scott Reynolds as Prevailing Wage Coordinator for this project. This action is taken upon the recommendation of Bruce Widder, Architect.

VOTE: Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 9 day of March in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Tuscarawas County Commissioners
125 East High Ave.
New Philadelphia, Ohio 44663
Telephone: 330-365-3240 Fax: 330-602-7483

and the Contractor:
(Name, legal status, address and other information)

Wood Electric, Inc.
210 11th Street N.W.
New Philadelphia, Ohio 44663
Telephone: 330-339-7002 Fax: 330-339-3917

for the following Project:
(Name, location and detailed description)

Emergency Generators for Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, Ohio 44663
(Courthouse & CSEA Building)

The Architect:
(Name, legal status, address and other information)

B.A. Widder Architectural Services, LLC
407 4th Street NW Suite B
New Philadelphia, Ohio 44663
Telephone Number: 330-339-4054 Fax Number: 330-339-4219

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (3B9ADA33)

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ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[X] Not later than (150) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty Seven Thousand Four Hundred Ninety Seven Dollars ($ 127,497.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates N/A

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any: N/A
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init. /

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- **.2** a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1 % monthly

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Scott Reynolds
125 East High Ave.
New Philadelphia, Ohio 44663
Telephone: 330-365-3219
Fax: 330-364-1368
E-mail: Reynolds@co.tuscarawas.oh.us

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Larry Wood
210 11th Street N.W.
New Philadelphia, Ohio 44663
Phone: 330-339-7002

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
	(COURTHOUSE)	
M-1 & M-2	Mechanical Plans & Specifications	1/15/2020
E-100	Electrical Plan & Details	3/25/2020
E-200	Power Distribution & Details	3/25/2020
E-201	Generator Cut Sheets	3/25/2020
E-202	Transfer Switch Cut Sheets	3/25/2020
E-300	Specifications	3/25/2020
	(CHILD SUPPORT)	
E-100	Electrical Plan & Details	1/5/2021
E-200	Power Distribution	1/5/2021
E-201	Generator Cut Sheets	1/5/2021
E-202	Transfer Switch Cut Sheets	1/5/2021
E-300	Specifications	1/5/2021

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.6 Specifications

Section	Title	Date	Pages
	Spec Book	Feb. 3, 2021	

.7 Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

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OWNER *(Signature)*

Tuscarawas County Commissioners
Chris Abbuhl
Al Landis
Joe Sciarretti

(Printed name and title)

CONTRACTOR *(Signature)*

Larry Wood, President

(Printed name and title)

Approved as to form:

Robert Stephenson
Assistant Prosecuting Attorney

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RESOLUTION (241-2021) SATISFACTION & PARTIAL RELEASE OF MORTGAGE FOR ASHLEY M. SIPPEL

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to authorize a member of the board of Tuscarawas County Commissioners to sign the Partial Release of Mortgage for the Ashley M. Sippel property in relation to the FY2014 CHIP HOME Funds Program. (Parcel #42-00769.000 located at 211 Taylor Avenue, Dennison, Ohio 44621. The current Mortgage Deferred Loan of $30,452.10, (Mortgage Book Volume 1494, Page 1967-1971) is hereby released. The Deferred-Recaptured Loan amount of $5,373.90 shall remain and shall be payable to the Tuscarawas County Board of Commissioners when the Mortgagor(s) vacates the property, sells the property, transfers title of the property or when the property is sold or transferred as part of the Mortgagor(s) estate. This motion was based upon the recommendation of Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development.

VOTE:

Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

Discussion: Commissioner Abbuhl asked for clarification on the 'Partial Release'. The timeframe was up for the 85% amount to be forgiven. The remaining amount is the 15% which will not be forgiven but in fact be paid back to the county by the home owner.

RESOLUTION (242-2021) SATISFACTION & PARTIAL RELEASE OF MORTGAGE FOR ERIC J. BLEININGER

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to authorize a member of the board of Tuscarawas County Commissioners to sign the Partial Release of Mortgage for the Eric J. Bleininger property in relation to the FY2014 CHIP HOME Funds Program. (Parcel #15-01900.000 located at 126 E. 11th Street, Dover, Ohio 44622) The current Mortgage Deferred Loan of $19,643.50, (Mortgage Book Volume 1498, Page 1614-1618) is hereby released. The Deferred-Recaptured Loan amount of $3,466.50 shall remain and shall be payable to the Tuscarawas County Board of Commissioners when the Mortgagor(s) vacates the property, sells the property, transfers title of the property or when the property is sold or transferred as part of the Mortgagor(s) estate. This motion was based upon the recommendation of Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development.

VOTE: Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

RESOLUTION (243-2021) AUTHORIZE THE FAIR HOUSING ADMINISTRATIVE SERVICES

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to authorize the interagency agreement between the City of New Philadelphia and the Tuscarawas County Commissioners Fair Housing Administrative Services for PY2019 CD Allocation.

VOTE: Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

INTERAGENCY AGREEMENT BETWEEN
THE CITY OF NEW PHILADELPHIA AND THE
TUSCARAWAS COUNTY COMMISSIONERS
FAIR HOUSING ADMINISTRATIVE SERVICES
FOR PY2019 CD ALLOCATION

THIS AGREEMENT made and entered into by and between City of New Philadelphia (hereinafter called "City") and the Tuscarawas County Board of Commissioners (hereinafter called "County"), represented by the Office of Community & Economic Development (hereinafter called "OCED").

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

I. TIME OF PERFORMANCE

OCED will provide Fair Housing services to coordinate the Community Development Allocation Program Standard Fair Housing program for the City of New Philadelphia from March 10, 2021 - December 31, 2021.

II. GENERAL INFORMATION

OCED's staff will be available to receive and handle Fair Housing questions and complaints during their normal office hours, Monday through Friday from 8:00am — 4:30pm, excluding national holidays. A voice mail system is also available to record calls during non-business hours. An attempt will be made to return all calls received in a timely manner. A county website link is also available that provides general Fair Housing information, contact information, and state & federal links for the general public.

III. FAIR HOUSING COMPLAINT INTAKE & REFERRAL

All public inquiries and/or complaints for fair housing will be logged in a spreadsheet.

If the complaint should be a potential fair housing complaint, the individual will be:

- Informed of his/her rights to fair housing,
- Informed of remedies that are available
- Offered written literature that includes contact information for US Department of Housing & Ohio Civil Rights Commission
- Offer to mail the individual an OCRC complaint form or offer an appointment at the county offices to discuss the complaint & help the individual file a written complaint form

Inquiries and/or complaints that are not related to Fair Housing will also be logged under a separate section in the spreadsheet.

IV. FAIR HOUSING TRAININGS

An OCED staff member will speak at various agencies throughout the City to fulfill all fair housing requirements for your individual program(s).

V.OUTREACH

At a minimum, the number of copies of current fair housing brochures identified in your fair housing program will be distributed in places that will benefit the target area as specified in your program. Additional copies of brochures will be provided upon request at no charge.

VI. REPORTS & BILLING

OCED will provide the City with services for fair housing including all overhead, travel & other expenses for $1,165.00 during March 10, 2021 — December 31, 2021. OCED will send the City an invoice and corresponding reports at the end of the contract year for all work completed. Periodic reports will be made available to the City upon request any time throughout the contract. The reports will contain information on each of the Fair Housing Trainings, all inquiries and/or complaint logs along with their outcomes (if known or available), total number of brochures and posters distributed and to what locations, and any other general information. All pertinent state and federal guidelines will be followed.

Vil. TERMINATION OF CONTRACT

Either Party may terminate this agreement at any time with a minimum of thirty (30) days written notice to the other Party. If the agreement is terminated by the City, then OCED will be paid an amount based on the time and expenses incurred by OCED prior to the effective date of such termination.

AUTHORITY FOR THIS AGREEMENT

For City of New Philadelphia:

_____ Date 3/18/2021

For Tuscarawas County Commissioners:

_____ Date 3/24/21

_____ Date 3/24/21

_____ Date 3/24/2021

For Tuscarawas County OCED:

_____ Date 3/24/2021

_____

Approved As to Legal Form:
Robert R. Stephenson II, *Assistant-prosecuting Attorney, Tuscarawas County*

City of New Philadelphia P Y2019 Fair Housing Administrative Agreement

Page 2 of 2

RESOLUTION (244-2021) PAY BILLS

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

Auditor

John G Cleminshaw, Inc	New Construction	$336.74
John G Cleminshaw, Inc	New Construction	$2,822.15
John G Cleminshaw, Inc	New Construction	$441.79
AloNovus Corp	Legal Notice	$390.00

			$3,990.68
Child Support			
Traci Berry	Travel	$137.33	
Frontier	Service	$1,026.29	
Quill	Supplies	$299.90	
Pitt's Fire Extinguisher	Maintenance	$76.00	
Tusc Co JFS	BCI & FBI Background Checks	$60.00	
Action Now	Pest Control	$47.00	
First Communications	Long Distance	$40.79	
			$1,687.31
Commissioners			
John's Sweeper Service	Supplies	$24.99	
Office Depot	Supplies	$532.35	
Menards	Supplies	$30.71	
Hitchcock Sound	Services	$819.98	
American Electric Power	Service	$75.63	
Craig Howell	Reimb/Supplies	$39.99	
American Electric Power	Service	$34.85	
Frontier	Service	$465.11	
			$2,023.61
Engineer			
John Deere	Repairs/Parts	$369.75	
Conrad & Sons	Service Repairs	$1,431.78	
Cargill	Salt per bid	$24,380.95	
Ohio Machinery	Repairs/Parts	$185.46	
Treasurer State of OH	Boiler Inspection	$68.25	
Fastenal	Bridge & Culvert Supplies	$78.13	
Gemstone Gas & Welding Supplies	Bridge & Culvert Supplies	$213.45	
			$26,727.77
Human Resources			
SHRM	Membership	$219.00	
			$219.00
Information Technology			
PDQ.com	Patch Management	$4,500.00	
OARnet	Internet Connection	$87.00	
Staples	Supplies	$1,935.98	
Staples	Supplies	$160.95	
			$6,683.93
Job & Family Services			
Adoption & Attachment Therapy	PASSS	$4,893.50	
Superfleet Mastercard	Gas	$88.21	
Tusc Co Health Dept	Birth Certificates	$50.00	
Christy Compton	IV-E Daycare	$165.30	
			$5,197.01
Juvenile/Probate			
Government Forms & Supplies	Case Files	$1,130.00	
			$1,130.00
Park Department			
Fort Laurens Museum	Tree Removal	$1,000.00	
			$1,000.00
Public Defender			
Zashin & Rich	Legal Fees	$1,888.83	
Zashin & Rich	Legal Fees	$3,846.67	
OH Public Defender's Office	CLE	$75.00	
TIAA Commercial Finance	Contract Copier	$230.04	
Staley Technologies	Service	$136.25	
Wells Fargo Financial Leasing	Contract Copier	$120.00	

CSEA	Utilities	$114.06	
Law Science Technologies	Tox Report	$550.00	
Law Science Technologies	Tox Report	$62.50	
Law Science Technologies	Tox Report	$437.50	
			$7,460.85
Sheriff			
Union Hospital Workell	Lab Screening	$71.84	
Union Hospital	Inmate Medical Treatment	$200.53	
Diamond Drugs	Inmate Medical Treatment	$3,870.57	
Harrison Co LEAD Drug Task Force	Confidential Funds	$3,460.00	
Arney Automotive	Cruiser Repairs	$2,327.36	
Capital Tire	Repairs	$449.97	
US Bank Equipment Finance	Copier Leases	$589.96	
Fenton Brothers	Supplies	$923.30	
			$11,893.53
Treasurer			
Staples	Supplies	$150.97	
			$150.97
	GRAND TOTAL		$68,164.66

VOTE: Al Landis, yes;
Joe Sciarretti, yes;
Chris Abbuhl, yes;

OTHER BUSINESS

Discussion: Commissioner Landis thanked the Advanced Manufacturing Team for coming in today & updating us on the progress & stamina this program has had through a very difficult time. The fact they were still able to move things forward & still help the manufacturers & employees here in Tuscarawas County goes a long way. We certainly appreciate them being present today.

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (245-2021) ADJOURN

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to adjourn at 1:54 p.m. to meet in Regular Session, Monday, the 29th day of March, 2021.

VOTE: Al Landis, 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.

Al Landis

Joe Sciarretti

Chris Abbuhl

Attest: Stacey Spillman
Stacey Spillman, Clerk