

May 5, 2021

1:15 pm Harry Eadon – Discuss Deed for Tuscarawas Regional Technology Park (TRTP) Deed
– Discuss Release of Mortgage for West High Property

Agenda

Lord's Prayer

Pledge of Allegiance

Approve Minutes – May 3, 2021

Approve Before/After Expenditures (1)

Authorize Advertisement for Bids – Roof Replacement CSEA Bldg

Approve Resolution for Antenna Lease Agreement – Claymont CSD

Approve Resolution for Antenna Lease Agreement – Dover CSD

Approve Resolution for Antenna Lease Agreement – Tuscarawas Valley LSD

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION ON WEDNESDAY, THE 5th DAY OF MAY, 2021 WITH THE FOLLOWING MEMBERS PRESENT:

Al Landis
Chris Abbuhl

Commissioner Landis presiding

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

RESOLUTION (364-2021) ACCEPT MINUTES – MAY 3, 2021

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to approve the minutes of the meeting of May 3, 2021 as written.

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

Discussion: Commissioner Landis recognized that Kerry Metzger is a guest in our gallery today. He is the Commissioner Appointee; we appreciate his diligence and patience in this process until we can get him seated. He is following our meetings and staying informed as to what we are doing.

RESOLUTION (365-2021) BEFORE/AFTER EXPENDITURES

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

Cuyahoga Co Medical Examiner (Coroner)	\$1,475.00
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VOTE: Al Landis, yes;
Chris Abbuhl, yes;

RESOLUTION (366-2021) AUTHORIZE THE ADVERTISEMENT FOR BIDS/LEGAL NOTICE TO CONTRACTORS IN RELATION TO THE ROOF REPLACEMENT TO TUSCARAWAS COUNTY CHILD SUPPORT ENFORCEMENT AGENCY OFFICE BUILDING.

Moved by Commissioner Abbuhl, seconded by Commissioner Landis, to authorize the Advertisement for Bids/Legal Notice to Contractors for the Roof replacement to Tuscarawas County Child Support Enforcement Agency Office Building for bids to be opened Wednesday, May 26, 2021.

Legal Advertisement

Notice to Bidders

Sealed bids in duplicate will be received at the office of the Tuscarawas County

Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663, by 1:30 p.m.

on Wednesday, May 26, 2021 and will be opened and read for the Roof Replacement project at Tuscarawas County Child Enforcement Agency Office Building at 154 2nd Street N.E. New Philadelphia, Ohio 44663

The Work for which proposals are invited consists of furnishing all labor and materials to replace existing flat roof system. The aforementioned work shall include but is not limited to: Remove existing roof down to the deck and the wall flashings and dispose of debris. Replace or repair any damaged metal deck or wall plate that is found. Provide and install new roof membrane over tapered insulation system and to provide all labor, materials and installation as needed.

Copies of plans are on file and may be obtained at the office of the Architect at 407 4th Street NW Suite B, New Philadelphia, Ohio 44663, (330) 339-4054, and at Builders Exchange of North Canton. The Plans, Specifications and Proposal forms are obtainable from the office of the Architect for a nonrefundable fee of \$50.00 + \$15.00 shipping and handling. This will include one CD of plans and specs and one hard copy of plans and specs. All proposals shall be made on blank forms furnished by the Architect, and shall be enclosed in an opaque envelope, sealed and addressed to the Owner, and titled, "Roof replacement to Tuscarawas County Child Support Enforcement Agency". Contractor's name and trade bidding should appear on exterior of envelope.

No bidder may withdraw his bid for a period of sixty (60) days after the date of the opening thereof.

The Tuscarawas County Commissioners, New Philadelphia, Ohio, reserve the right to waive any informalities or to reject any or all bids.

Chapter 4115, Wage and Hours on Public Works of the Ohio Revised Code – State

Prevailing Wage applies.

This advertisement may also be viewed or download from the following web address,

<http://www.co.tuscarawas.oh.us/> under the "NEWS" Section (Select: "[Notice to Bidders-Roof replacement to Tuscarawas County Child Support Agency](#)").

Published by order of

The Tuscarawas County Commissioners

New Philadelphia, Ohio

Times Reporter Publication Dates: May 7, 2021 and May 14, 2021

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

RESOLUTION (367-2021) ANTENNA SITE LICENSE – CLAYMONT CSD

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to accept the antenna site license for five years with Claymont City School District commencing on June 1, 2021 through May 31, 2026 along with additional information and fees listed in the following Memorandum of Understanding;

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

3. **Term.** The term of this Antenna Site License is indicated on page one (1) of this Agreement. Licensee shall have the option to renew this Antenna Site License for one (1) like period under the same terms and conditions as contained in this Antenna Site License by mailing written notice to Licensor at least ninety (90) days before the expiration of the term indicated on page one (1) of this Agreement. If the site becomes unfit or undesirable for use for Licensees' purpose, Licensee may terminate this Antenna Site License by mailing written notice to Licensor, which shall be effective ninety (90) days after it is mailed by Licensee. If Licensee holds over at the end of the term it shall create a month-to-month tenancy subject to the provisions of this Antenna License with applicable rent increases.

4. **License Fee.** Each month during the initial year of this License term and while Licensor is not in default, Licensee will pay to Licensor in advance the monthly License fee indicated on page one (1) of this Agreement. The monthly rent shall be increased by three percent (3%) for each successive year of the initial License term and for each successive year of any renewal License term. Payments received after the tenth (10th) day of the month in which it is due, shall incur a late payment equating one and one-half percent (1 1/2%) per month.

5. **Access to Equipment.** Licensee shall have the right to enter the Premises for maintenance and to carry out all its functions under the Federal Communications Commission (FCC) license, subject to the policies and procedures of Licensor.

6. **Payment Start Date.** This Agreement will begin at installation for payment purposes or no later than ninety (90) days from execution of the Agreement, whichever is first. Notification of installation completion should be sent to Tuscarawas County 911, 2293 Reiser Avenue, S.E., New Philadelphia, Ohio, 44663.

7. **Assignments.** Nothing in this Agreement shall be construed to preclude assignment by Licensee of any or all its right under this Agreement to any affiliate of Licensee or subsidiary which lawfully accepts and becomes lawfully bound by this Agreement. If Licensee assigns this Agreement to any other party, Licensee will give written notice and request Licensor's permission which will not be unreasonably withheld nor unduly delayed.

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

Site Name: New Philadelphia, Ohio

Name and Address of Licensor:
Tuscarawas County Board of County Commissioners
125 East High Avenue
New Philadelphia, Ohio, 44663

Name and Address of Licensee:
Claymont City School District
201 N 3rd St
Dennison, OH 44621

License Fee:
Two Hundred Two Dollars and Eighty-Eight Cents (\$202.88) per month commencing on the commencement date as defined below. License Fee increase calculation is defined in paragraph four (4).

Term: Five (5) years commencing on June 1, 2021, ("Commencement Date") and ending on May 31, 2026.

Equipment to be installed on licensed property:
a. 20' UHF transmit antenna with 7/8" cable @ 180'
b. 100 watt UHF Repeater

Location of Licensed Property including site coordinates and address:
Latitude: [REDACTED]
Longitude: [REDACTED]

Address: [REDACTED]

THE TERMS AND CONDITIONS OF THIS LICENSE ARE AS FOLLOWS:

1. **License of Licensed Premises.** Licensor agrees to license the Licensed Premises to Licensee as described on page one (1) of this Agreement.

2. **Use of Licensed Premises.** The Licensed Premises are to be used for the installation, operation, and maintenance of equipment, including cabling or wiring and accessories used therewith. All equipment or other property attached to or otherwise brought onto the Licenses Premises shall at all times remain the personal property of Licensee.

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

8. **Liability.** Licensee will carry during the term of this Antenna Site License the following insurance with the customary coverage and exclusions:

Bodily Injury. Five Hundred Thousand Dollars (\$500,000.00) for injury to any one person and Five Hundred Thousand Dollars (\$500,000.00) for all injuries sustained by more than one person in any one occurrence.

Property Damage. One million dollars (\$1,000,000.00) for damages as a result of any one accident.

Licensee agrees to furnish Licensor with certificates of insurance certifying that Licensee has agreed to the above specified insurance, the certificate shall name the Licensor as an additional insured, and it is agreed that Licensee's liability shall be limited to the risks and amounts covered by this insurance.

9. **Non-Liability; Representations.** In no event shall Licensor or any of its partners, officers, agents, or employees be liable for any injury, damage to or theft of any property unless and to the extent such injury, damage, or loss is proximately caused by the gross negligence of willful misconduct of Licensor. Further, Licensor shall not be liable for (1) any such damage caused by tenants, licensees or persons in, upon or about the building and tower, including any of the Licensed Premises, or caused by construction or any private, public, or quasi-public work, or (2) any incidental, special punitive or consequential damages arising or to any loss of use of the Licensed Premises or any part thereof, unless it is due to the gross negligence or willful misconduct of Licensor.

10. **Condition of Site.** During the term of this Antenna Site License, Licensor shall keep the Licensed Premises and the property owned by Licensor of which they are a part in good condition and repair. Upon termination or expiration of this Antenna Site License, Licensee will surrender the Licensed Premises to Licensor in good condition except (1) for reasonable wear and tear, (2) for damage due to causes beyond Licensee's control or without its fault or negligence, or (3) for both.

11. **Defaults.** Licensee shall have fifteen (15) days after the receipt of written notice to cure any monetary default and thirty (30) days after the receipt of written notice to cure any non-monetary default; provided, however, that if any default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, the party shall be given the necessary time to cure the default.

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

12. **Equipment Installation and Maintenance.** The equipment listed on page one (1) of this Antenna Site License shall be installed by the Licensee. The equipment shall be installed by Licensee in accordance with Licensor's specifications, standards and maintained in good working order. Licensor has the right to require Licensee to install additional interference reduction equipment if the situation warrants such. It is expressly agreed and understood that Licensee's equipment shall be installed and maintained so as not to interfere in any manner whatsoever with the equipment of Licensor or any other Sublicensee and licensee operating and maintaining its equipment on the premises of Licensor, and so as to meet all applicable FCC regulations and conditions of its license. The installation of the aforesaid equipment shall be made by Licensee by means which will not weaken or damage in any manner the property of the Licensor.

13. **Interference.** The Licensee shall not use, nor shall it permit its properly approved employees, invitees, or agents to use, any portion of the Premises in any way which interferes with the operations of Licensor or others currently using the Premises. Licensee shall, upon notice from Licensor, terminate said interference. Licensor agrees to prohibit any New Licensee, its employees, invitees or agents from using the Premises in a way which interferes with the normal operations of Licensee, as permitted under the terms of this Lease. A "New Licensee" is defined as any Licensee, who enters into an agreement with Licensor to lease or otherwise use space at the Premises on or after the date the Licensee begins using the Premises.

14. **Tower Lighting.** Licensor acknowledges that it is aware of its obligation under Section 303 of the Communications Act of 1934 (47 U.S.C. 303) to maintain the painting and illumination of the tower as prescribed by the Federal Communications Commission (FCC). Licensor further acknowledges that it is aware that it is subject to forfeitures assessed by the FCC for violations for such rules and requirements.

Licensor further acknowledges that it, and not Licensee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). Licensor shall indemnify and hold harmless Licensee from any fines or other liabilities caused by Licensor's failure to comply with such requirements. Further, should Licensee be cited by either the FAA or FCC because this site is not in compliance within the time frame allowed by the citing agency, Licensee may terminate this License immediately upon notice to the Licensor.

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

15. Notices. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given if made by certified mail in a sealed envelope, postage prepaid, addressed to Licensor or Licensee, as applicable, to their respective address as set forth on page one (1) of this Agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. Licensee or Licensor may from time to time designate any other address for this purpose by written notice to the other party.

16. Waiver. Failure or delay on the part of the Licensee or the Licensor to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

17. Entire Agreement. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

18. Governing Law. This Antenna Site License Agreement is governed by the laws of Ohio.

In Witness Whereof, the parties hereto have duly executed this Agreement the day and year first written above.

LICENSOR:

By: Al Landis

Print:

Al Landis

Date: May 5, 2021

Title: Commissioner

LICENSEE:

By: Brian Deutsch

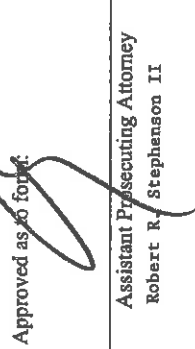
Print:

Brian Deutsch

Date: 3/15/21

Title: Superintendent

Approved as to form:


Assistant Prosecuting Attorney
Robert R. Stephenson II

Discussion: Commissioner Abbuhl stated these license agreements are beneficial to the schools and we have done these licenses in the past for them. It's good to be able to partner with the schools.

VOTE:

Al Landis, yes;
Chris Abbuhl, yes;

RESOLUTION (368-2021) ANTENNA SITE LICENSE – DOVER CSD

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to accept the antenna site license for five years with Dover City School District commencing on June 1, 2021 through May 31, 2026 along with additional information and fees listed in the following Memorandum of Understanding;

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

- 3. **Term.** The term of this Antenna Site License is indicated on page one (1) of this Agreement. Licensee shall have the option to renew this Antenna Site License for one (1) like period under the same terms and conditions as contained in this Antenna Site License by mailing written notice to Licensor at least ninety (90) days before the expiration of the term indicated on page one (1) of this Agreement. If the site becomes unfit or undesirable for use for Licensees' purpose, Licensee may terminate this Antenna Site License by mailing written notice to Licensor, which shall be effective ninety (90) days after it is mailed by Licensee. If Licensee holds over at the end of the term it shall create a month-to-month tenancy subject to the provisions of this Antenna License with applicable rent increases.
- 4. **License Fee.** Each month during the initial year of this License term and while Licensor is not in default, Licensee will pay to Licensor in advance the monthly License fee indicated on page one (1) of this Agreement. The monthly rent shall be increased by three percent (3%) for each successive year of the initial License term and for each successive year of any renewal License term. Payments received after the tenth (10th) day of the month in which it is due, shall incur a late payment equaling one and one-half percent (1½%) per month.
- 5. **Access to Equipment.** Licensee shall have the right to enter the Premises for maintenance and to carry out all its functions under the Federal Communications Commission (FCC) license, subject to the policies and procedures of Licensor.
- 6. **Payment Start Date.** This Agreement will begin at installation for payment purposes or no later than ninety (90) days from execution of the Agreement, whichever is first. Notification of installation completion should be sent to Tuscarawas County 911, 2295 Reiser Avenue, S.E., New Philadelphia, Ohio, 44663.
- 7. **Assignments.** Nothing in this Agreement shall be construed to preclude assignment by Licensee of any or all its right under this Agreement to any affiliate of Licensee or subsidiary which lawfully accepts and becomes lawfully bound by this Agreement. If Licensee assigns this Agreement to any other party, Licensee will give written notice and request Licensor's permission which will not be unreasonably withheld nor unduly delayed.

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

Site Name: New Philadelphia, Ohio

Name and Address of Licensor:
Tuscarawas County Board of County Commissioners
125 East High Avenue
New Philadelphia, Ohio, 44663

Name and Address of Licensee:
Dover City Schools
520 North Walnut Street
Dover, OH 44622

License Fee:
Two Hundred Two Dollars and Eighty-Eight Cents (\$202.88) per month commencing on the commencement date as defined below. License Fee increase calculation is defined in paragraph four (4).

Term: Five (5) years commencing on June 1, 2021, ("Commencement Date") and ending on May 31, 2026.

Equipment to be installed on licensed property:
a. 20' UHF transmit antenna with 7/8" cable @ 180'
b. 100 watt UHF Repeater

Location of Licensed Property including site coordinates and address:

Latitude: [REDACTED]
Longitude: [REDACTED]
Address: [REDACTED]

THE TERMS AND CONDITIONS OF THIS LICENSE ARE AS FOLLOWS:

- 1. **License of Licensed Premises.** Licensor agrees to license the Licensed Premises to Licensee as described on page one (1) of this Agreement.
- 2. **Use of Licensed Premises.** The Licensed Premises are to be used for the installation, operation, and maintenance of equipment, including cabling or wiring and accessories used therewith. All equipment or other property attached to or otherwise brought onto the Licensee Premises shall at all times remain the personal property of Licensee.

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ANTENNA SITE LICENSE**

8. **Liability.** Licensee will carry during the term of this Antenna Site License the following insurance with the customary coverage and exclusions:
- Bodily Injury.** Five Hundred Thousand Dollars (\$500,000.00) for injury to any one person and Five Hundred Thousand Dollars (\$500,000.00) for all injuries sustained by more than one person in any one occurrence.
- Property Damage.** One million dollars (\$1,000,000.00) for damages as a result of any one accident.

Licensee agrees to furnish Licensor with certificates of insurance certifying that Licensee has agreed to the above specified insurance, the certificate shall name the Licensor as an additional insured, and it is agreed that Licensee's liability shall be limited to the risks and amounts covered by this insurance.

9. **Non-Liability; Representations.** In no event shall Licensor or any of its partners, officers, agents, or employees be liable for any injury, damage to or theft of any property unless and to the extent such injury, damage, or loss is proximately caused by the gross negligence or willful misconduct of Licensor. Further, Licensor shall not be liable for (1) any such damage caused by tenants, licensees or persons in, upon or about the building and tower, including any of the Licensed Premises, or caused by construction or any private, public, or quasi-public work, or (2) any incidental, special punitive or consequential damages arising or to any loss of use of the Licensed Premises or any part thereof, unless it is due to the gross negligence or willful misconduct of Licensor.

10. **Condition of Site.** During the term of this Antenna Site License, Licensor shall keep the Licensed Premises and the property owned by Licensor of which they are a part in good condition and repair. Upon termination or expiration of this Antenna Site License, Licensee will surrender the Licensed Premises to Licensor in good condition except (1) for reasonable wear and tear, (2) for damage due to causes beyond Licensee's control or without its fault or negligence, or (3) for both.

11. **Defaults.** Licensee shall have fifteen (15) days after the receipt of written notice to cure any monetary default and thirty (30) days after the receipt of written notice to cure any non-monetary default; provided, however, that if any default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, the party shall be given the necessary time to cure the default.

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13. **Interference.** The Licensee shall not use, nor shall it permit its properly approved employees, invitees, or agents to use, any portion of the Premises in any way which interferes with the operations of Licensor or others currently using the Premises. Licensee shall, upon notice from Licensor, terminate said interference. Licensor agrees to prohibit any New Licensee, its employees, invitees or agents from using the Premises in a way which interferes with the normal operations of Licensee, as permitted under the terms of this Lease. A "New Licensee" is defined as any Licensee, who enters into an agreement with Licensor to lease or otherwise use space at the Premises on or after the date the Licensee begins using the Premises.

14. **Tower Lighting.** Licensor acknowledges that it is aware of its obligation under Section 303 of the Communications Act of 1934 (47 U.S.C. 303) to maintain the painting and illumination of the tower as prescribed by the Federal Communications Commission (FCC). Licensor further acknowledges that it is aware that it is subject to forfeitures assessed by the FCC for violations for such rules and requirements.

Licensor further acknowledges that it, and not Licensee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). Licensor shall indemnify and hold harmless Licensee from any fines or other liabilities caused by Licensor's failure to comply with such requirements. Further, should Licensee be cited by either the FAA or FCC because this site is not in compliance within the time frame allowed by the citing agency, Licensee may terminate this License immediately upon notice to the Licensor.

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

15. Notices. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given if made by certified mail in a sealed envelope, postage prepaid, addressed to Licensor or Licensee, as applicable, to their respective address as set forth on page one (1) of this Agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. Licensee or Licensor may from time to time designate any other address for this purpose by written notice to the other party.

16. Waiver. Failure or delay on the part of the Licensee or the Licensor to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

17. Entire Agreement. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

18. Governing Law. This Antenna Site License Agreement is governed by the laws of Ohio.

In Witness Whereof, the parties hereto have duly executed this Agreement the day and year first written above.

LICENSOR:

By: Al Landis

Print: Al Landis

Date: May 5, 2021

Title: Commissioner

LICENSEE:

By: Chris Abuhl

Print: Chris Abuhl

Date: 5/9/21

Title: Treasurer

Approved as to form:

Robert R. Stephenson II
Assistant Prosecuting Attorney
Robert R. Stephenson II

NOTE:

Al Landis, yes;
Chris Abuhl, yes;

RESOLUTION (369-2021) ANTENNA SITE LICENSE – TUSCARAWAS VALLEY LSD

It was moved by Commissioner Abuhl, seconded by Commissioner Landis, to accept the antenna site license for five years with Tuscarawas Valley Local School District commencing on June 1, 2021 through May 31, 2026 along with additional information and fees listed in the following Memorandum of Understanding;

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

Site Name: New Philadelphia, Ohio

Name and Address of Licensor:
Tuscarawas County Board of County Commissioners
125 East High Avenue
New Philadelphia, Ohio, 44663

Name and Address of Licensee:
Tuscarawas Valley Local School
2637 Tuscarawas Valley Road
Zoarville, OH 44656

License Fee:
Two Hundred Two Dollars and Eighty-Eight Cents (\$202.88) per month commencing on the commencement date as defined below. License Fee increase calculation is defined in paragraph four (4).

Term: Five (5) years commencing on June 1, 2021, ("Commencement Date") and ending on May 31, 2026.

Equipment to be installed on licensed property:
a. 20' UHF transmit antenna with 7/8" cable @ 180'
b. 100 watt UHF Repeater

Location of Licensed Property including site coordinates and address:

Latitude: [REDACTED]
Longitude: [REDACTED]
Address: [REDACTED]

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4. **License Fee.** Each month during the initial year of this License term and while Licensor is not in default, Licensee will pay to Licensor in advance the monthly License fee indicated on page one (1) of this Agreement. The monthly rent shall be increased by three percent (3%) for each successive year of the initial License term and for each successive year of any renewal License term. Payments received after the tenth (10th) day of the month in which it is due, shall incur a late payment equaling one and one-half percent (1 1/2%) per month.
5. **Access to Equipment.** Licensee shall have the right to enter the Premises for maintenance and to carry out all its functions under the Federal Communications Commission (FCC) license, subject to the policies and procedures of Licensor.
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ANTENNA SITE LICENSE**

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Licensor further acknowledges that it, and not Licensee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). Licensor shall indemnify and hold harmless Licensee from any fines or other liabilities caused by Licensee's failure to comply with such requirements. Further, should Licensee be cited by either the FAA or FCC because this site is not in compliance within the time frame allowed by the citing agency, Licensee may terminate this License immediately upon notice to the Licensor.

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

8. **Liability.** Licensee will carry during the term of this Antenna Site License the following insurance with the customary coverage and exclusions:

Bodily Injury. Five Hundred Thousand Dollars (\$500,000.00) for injury to any one person and Five Hundred Thousand Dollars (\$500,000.00) for all injuries sustained by more than one person in any one occurrence.

Property Damage. One million dollars (\$1,000,000.00) for damages as a result of any one accident.

Licensor agrees to furnish Licensor with certificates of insurance certifying that Licensee has agreed to the above specified insurance, the certificate shall name the Licensor as an additional insured, and it is agreed that Licensee's liability shall be limited to the risks and amounts covered by this insurance.

9. **Non-Liability; Representations.** In no event shall Licensor or any of its partners, officers, agents, or employees be liable for any injury, damage to or theft of any property unless and to the extent such injury, damage, or loss is proximately caused by the gross negligence of willful misconduct of Licensor. Further, Licensor shall not be liable for (1) any such damage caused by tenants, licensees or persons in, upon or about the building and tower, including any of the Licensed Premises, or caused by construction or any private, public, or quasi-public work, or (2) any incidental, special punitive or consequential damages arising or to any loss of use of the Licensed Premises or any part thereof, unless it is due to the gross negligence or willful misconduct of Licensor.

10. **Condition of Site.** During the term of this Antenna Site License, Licensor shall keep the Licensed Premises and the property owned by Licensor of which they are a part in good condition and repair. Upon termination or expiration of this Antenna Site License, Licensee will surrender the Licensed Premises to Licensor in good condition except (1) for reasonable wear and tear, (2) for damage due to causes beyond Licensee's control or without its fault or negligence, or (3) for both.

11. **Defaults.** Licensee shall have fifteen (15) days after the receipt of written notice to cure any monetary default and thirty (30) days after the receipt of written notice to cure any non-monetary default; provided, however, that if any default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, the party shall be given the necessary time to cure the default.

**MEMORANDUM OF UNDERSTANDING
ANTENNA SITE LICENSE**

15. Notices. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given if made by certified mail in a sealed envelope, postage prepaid, addressed to Licensor or Licensee, as applicable, to their respective address as set forth on page one (1) of this Agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. Licensee or Licensor may from time to time designate any other address for this purpose by written notice to the other party.

16. Waiver. Failure or delay on the part of the Licensee or the Licensor to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

17. Entire Agreement. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

18. Governing Law. This Antenna Site License Agreement is governed by the laws of Ohio.

In Witness Whereof, the parties hereto have duly executed this Agreement the day and year first written above.

LICENSOR: Al Landis Date: May 5, 2021
 By: _____ Title: _____
 Print: Al Landis Title: Commissioner

LICENSEE: _____ Date: 4/27/21
 By: Mark A. Murphy Title: Superintendent
 Print: Mark A. Murphy

Approved as to form:

[Signature]
 Assistant Prosecuting Attorney
 Robert E. Stephenson II

VOTE:

Al Landis, yes;
 Chris Abbuhl, yes;

RESOLUTION (370-2021) PAY BILLS

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

Auditor			
Treasurer, State of Ohio	LGS Audit	\$8,692.50	
			\$8,692.50
Child Support Enforcement Agency			
Frontier	Fax Service	\$54.97	
Dominion Energy Ohio	Monthly Natural Gas Usage	\$196.52	
Lisa Contini	Reimbursement Men's Office Shirts	\$80.72	
			\$332.21
Commissioners			
Brandywine Valley Development	Royalty Sharing	\$166.25	
Independent Elevator	Elevator Service (3)	\$800.00	
			\$966.25
Common Pleas			
Staples Credit Plan	Office Supplies	\$302.43	
Monica Benavides	Interpretation	\$408.80	
Staples Credit Plan	Office Chair (Judge Ernest)	\$249.99	
			\$961.22
Community & Economic Development			
Tusc. Co. Recorder	Mortgage Recording (Heckathorn)	\$58.00	
Nicholas Construction & Remodeling	CHIP Home Grant	\$14,570.50	
ORDC	Soft Costs CHIP (Sterns)	\$6,661.00	
			\$21,289.50

Coroner

Occupational Medicine Center	New Employee Drug Screen	\$38.00	
Smith Ambulance Service Inc.	Body Removal	\$182.00	
Smith Ambulance Service Inc.	Body Removals	\$1,152.00	
Axis Forensic Toxicology	Tox Screen	\$628.00	
Allied InfoTech Corporation	Microfilm Machine Maintenance	\$122.50	
			\$2,122.50

Dog Pound

Scott's Lawn Care	Mowing	\$166.68	
Fairfield Computer Services	Monthly License Software	\$200.00	
			\$366.68

Engineer

Joe Bachman	Travel & Misc. Expenses	\$682.50	
Liniform	Uniform Rental	\$149.59	
Frontier Communications	Phone Services	\$208.24	
Dover Brake Inc.	Repair/Parts	\$455.08	
Lowes Business Account	BE & CULV Supplies	\$698.26	
AEP	Electric Services	\$1,758.53	
Deems Auto Electric	Repairs/Parts	\$375.82	
			\$4,328.02

Information Technology

Pioneer 360	Internet	\$75.00	
			\$75.00

Job & Family Services

US Postal Service	Postage by Phone	\$2,500.00	
Lowe's	Maintenance Supplies	\$45.38	
Luke & Megan Kneuss	FC Clothing Reimbursement	\$50.14	
Michael & April McKelvey	FC Incidentals	\$61.60	
Victoria Pinnix & Brittney Tuel	FC Clothing Reimbursement	\$247.05	
Monique Bailey	FP Training	\$60.00	
Jacob & Marilyn Miller	FP Training	\$150.00	
Len & Clarie Miller	FP Training	\$150.00	
David & Marybeth Miller	FP Training	\$150.00	
Nicky & Grace Yoder	FP Training	\$150.00	
Robert & Emma Troyer	FP Training	\$150.00	
Leon & Esther Yoder	FP Training	\$150.00	
Alex Ellwood	Ind. Living/Graduation Incentive	\$1,000.00	
Adoption & Attachment Therapy	PASSS	\$3,074.25	
Alco Services LLC	PASSS	\$256.50	
Erica Dalton	Mileage	\$18.00	
			\$8,212.92

Park Department

Jesse Rothacher	Mileage (Jan-March 2021)	\$79.50	
United Rentals	Portable Restroom CLP	\$70.00	
			\$149.50

Probate/Juvenile

Total First Aid	First Aid Box Supplies	\$49.85	
Summit County Probate Court	Conduct Mental Hearing	\$197.00	
Summit County Probate Court	Conduct Mental Hearing	\$197.00	
Summit County Probate Court	Conduct Mental Hearing	\$192.00	
MNJ Technologies	2 Soundbars/1 Monitor	\$333.00	
MNJ Technologies	Microsoft Office 2019 License	\$298.00	

Xerox	Leased Copier	\$60.99	
Xerox	Leased Copier	\$47.93	
Xerox	Leased Copier	\$29.83	
Sue Selegean-Dostal	Fees on Guardianship Case	\$2,000.00	
Paul Hervey	Attorney Fees on Guardianship Case	\$352.50	
Karen Dummermuth	Attorney Fees on Guardianship Case	\$2,000.00	
Paul Hervey	Fees on Guardianship Case	\$1,500.00	
			\$7,258.10
Sheriff			
Mastercard	Transportation of Prisoners	\$163.46	
Verizon	Data Cards	\$925.60	
			\$1,089.06
Treasurer			
SmartBill	Postage for 2 nd Half Tax Bills	\$8,500.00	
Tusc. Co. Recorder	Fees for 4 Tax Lien Releases	\$72.00	
Tusc. Co. Recorder	Fees for 4 Tax Lien Releases (Balance)	\$80.00	
			\$8,652.00
Veterans			
Advance Auto Parts	Van Cleaning Supplies	\$24.47	
OSAVSC	Membership Dues	\$375.00	
Time Warner	Services	\$229.11	
Crystal Springs Water Co. LLC	Water for the Office	\$16.40	
			\$644.98
Water/Sewer			
Enger Auto	Supplies	\$79.40	
Frontier	Telephone Service	\$50.45	
Lowe's	Bolivar Sewer Sump Replacement	\$197.54	
AEP	Electric Service	\$53.14	
Frontier	Telephone Service	\$55.10	
Lowe's	Materials	\$284.08	
AEP	Electric Service	\$639.90	
Crossroads Hardware	Materials	\$87.08	
NCTWater	Sewage Disposal	\$8,458.71	
Ag-Pro Ohio LLC	Materials for Weed Eater	\$81.72	
Enger Auto	Supplies	\$79.40	
Lowe's	Materials/Asphalt Patch	\$642.97	
Visual Imaging Resources	Wheel Lock Assembly x 6	\$348.00	
			\$11,057.49
	GRAND TOTAL		\$76,197.93

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

OTHER BUSINESS – NATIONAL DAY OF PRAYER PROCLAMATION was read by Commissioner Landis.

RESOLUTION (371-2021) PROCLAMATION – NATIONAL DAY OF PRAYER

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

PROCLAMATION

National Day of Prayer

*"Now the Lord is the Spirit, and where the Spirit of the Lord is, there is liberty."
2 Corinthians 3:17*

WHEREAS, Days of Prayer have been called for since 1775, when the Continental Congress designated a time for prayer in forming a new nation; and

WHEREAS, In 1863, Abraham Lincoln called for such a day with it being officially established by an act of Congress in 1952 and signed into law by President Truman. President Reagan amended the law in 1986, designating the first Thursday of May each year as the National Day of Prayer; and

WHEREAS, The National Day of Prayer celebrates 70 years of prayer for America THIS YEAR; and

WHEREAS, The theme for this year's National Day of Prayer is "LORD POUR OUT YOUR LOVE, LIFE AND LIBERTY", and it is written in 2 Corinthians 3:17, "Now the Lord is the Spirit, and where the Spirit of the Lord is, there is liberty", and

WHEREAS, We pray that America will be united in love to serve with all our hearts, all our ways, and all of our days; Unite us to pray, love, to live and walk by the Spirit; and

NOW THEREFORE BE IT RESOLVED, by the Tuscarawas County Commissioners to proclaim Thursday, May 6, 2021, as the 70th National Day of Prayer in Tuscarawas County, a day to come together and realize no matter our differences, we must put them aside and love one another as God loves us.



Tuscarawas County Commissioners

Al Landis
Al Landis

Chris Abbuhl
Chris Abbuhl

Discussion: Chris Abbuhl appreciates that Commissioner Landis read the proclamation. There will be a ceremony tomorrow evening for the National Day of Prayer and he will represent the board for that.

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

TUSCARAWAS COUNTY ECONOMIC DEVELOPMENT CORPORATION (TCEDC)

Discussion: Harry Eadon began by stating Appointee Commissioner Metzger was recently appointed as alternate to the TCEDC Board. The commissioners have two appointments they are entitled to for this board. A short discussion ensued. Commissioner Landis said that once Commissioner Metzger is seated, we can go back and take the corrective action that's necessary, until then, it stands the way it currently is. He appreciated Mr. Eadon bringing that to their attention. We will certainly want Mr. Metzger's input on those appointments.

Mr. Eadon stated they are requesting the mortgage between the Tuscarawas County Commissioners and Economic Development and Finance Alliance (EDFA) or our previous name of Tuscarawas Port Authority be cancelled. EDFA paid off the mortgage when they sold the West High property and the mortgage for their 303 Oxford Street property was never released. Commissioner Abbuhl said they were waiting to discuss the property EDFA was referring to before taking any action. Mr. Eadon thanked the commissioners for their confidence in providing them the capital as they were starting up as an organization and buying 303 Oxford Street property. The purpose of clearing this up is to refinance with a lower interest rate and borrow from the equity in the building in the amount of \$750,000.00. This money will allow them to reroof a significant portion of the building.

RESOLUTION (372-2021) MORTGAGE RELEASE - EDFA

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to take under advisement a release of mortgage as requested by Harry Eadon, President – Tuscarawas County Economic Development Corporation.

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

TUSCARAWAS REGIONAL TECHNOLOGY PARK DEED

Discussion: Harry Eadon explained a reoccurring issue the Tuscarawas County Community Improvement Corporation (CIC) has with the reversion clause in the donated land they received from the Tuscarawas County Commissioners. In the original deed there is a reversion clause where portions of the donated land would revert back to the county. This causes confusion when developing the land. The CIC is in the process of donating land to Buckeye Career Center (BCC). The attorneys for BCC suggested to us changing the deed to clear up the reversion clause. The CIC owes the commissioners \$125,000.00 and really the only method of repayment would be the sale of property. What the CIC would propose is that 50% of the net proceeds of any sale of property from the Technology Park would go back to help pay off the debt. In exchange for that, we would like to have the reversion clause removed. This will help take care of the items that BCC's law firm brought up. Commissioner Landis stated this was the next step to getting this all resolved was for you to come in today and give us this presentation.

RESOLUTION (373-2021) TUSCARAWAS REGIONAL TECHNOLOGY PARK DEED

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to take under advisement the following revisions to the Tuscarawas Regional Technology Park Deed (TRTP) as requested by Harry Eadon, Executive Director – Tuscarawas County Community Improvement Corporation.

- That the "Reversion Clause" be removed
- The the TCCIC agrees to share up to 50% of the net proceeds of any sale of TRTP land. The aggregate amount of the remittance to the County Commissioners from the sale of the property not to exceed \$125,000.000.
- That a resolution be written, considered, passed and recorded in a corrected deed for the property

Commissioner Abbuhl stated he appreciates Mr. Eadon for coming in today to present his request. We want to see the property sold and new tenants established in the park. With that being said, this makes sense to remove the reversion clause rather than making changes every 12 years. I appreciate you crafting the language so the commissioners will get paid back what is owed to them from the CIC. He reiterated the importance of the partnership in the efforts of EDFA, TCEDC and CIC to make economic development projects happen. There has been a lot of progress over the last number of years. Looking forward to the future, our economic development team has programs in place to provide education to meet future needs of additional workers. These programs train our local workforce to fill a void for manufacturing facilities. He appreciates the work Mr. Eadon has done.

Commissioner Landis wanted to note the economic development of the county is so important to us. The partnership and working together is an opportunity to strengthen those bonds; ensuring the economic development continues to move forward here in Tuscarawas County. The prosecuting attorney will review the proposed language for the resolution.

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

RESOLUTION (374-2021) ADJOURN

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to adjourn at 1:27 p.m. to meet in Regular Session, Monday, the 10th day of May, 2021.

VOTE: Al Landis, 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



Chris Abbuhl

Attest: 
Stacey Spillman, Clerk