

# January 19, 2022

## Agenda

*Lord's Prayer*  
*Pledge of Allegiance*

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1:15 p.m. Sheriff Campbell – News Release – Sheriff's Office Passed Inspection

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Approve Minutes

Approve Inter-Fund Transfer

Authorize Natureworks Local Assistance Grant Agreement – Park Dept.

Authorize Satisfaction of Mortgage – CHIP – Jackson

Approve Hire – Human Resource Generalist - Clark

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, WEDNESDAY, THE 19th DAY OF JANUARY, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl  
Kerry Metzger  
Al Landis

Commissioner Chris Abbuhl Presiding.

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

**RESOLUTION (48-2022)                      APPROVE MINUTES**

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

**VOTE:**            Chris Abbuhl, yes;  
                 Kerry Metzger, yes;  
                 Al Landis, yes;

**RESOLUTION (49-2022)    INTER-FUND TRANSFER/ADVANCE**

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

From Co. General to Victim Witness Match 2022 for \$68,350.00

**VOTE:**            Chris Abbuhl, yes;  
                 Kerry Metzger, yes;  
                 Al Landis, yes;

**RESOLUTION (50-2022) NATUREWORKS LOCAL ASSISTANCE GRANT AGREEMENT**

It was moved by Commissioner Metzger, and seconded by Commissioner Landis, to authorize the Tuscarawas County Park Department to sign the NatureWorks Local Assistance Grant Agreement with the Ohio Department of Natural Resources. The agreement has been approved as to form by Assistant Prosecuting Attorney Robert Stephenson II and appropriate funds have been allocated in the 2022 Park Department budget.

This NatureWorks grant, reimbursement not to exceed \$4,125.00, is to be used to develop improved parking access at the Norma Johnson Center's Johnson Loop off Hidden Hollow Lane. Funds will cover the cost of materials, equipment rental, and fuel.

**NATUREWORKS LOCAL ASSISTANCE GRANT AGREEMENT**

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES**, acting through its Office of Real Estate and Land Management, ("ODNR") with offices located at Bldg. E 2045 Morse Rd., Columbus, OH, 43229, and Tuscarawas County Park Dept., which is located at 125 E. High Ave., New Philadelphia, Ohio, 44663 ("Grantee").

Grantee is an applicant who submitted a grant proposal (the "Grant Proposal") to ODNR for this grant program. Under R.C. § 1501.01 and §1557.06, ODNR may provide grants to eligible applicants for capital improvements for the acquisition, construction, reconstruction, expansion, improvement, planning, and equipping of capital projects that enhance the use and enjoyment of natural resources by individuals. Grantee has met the application requirements and has been approved by ODNR as eligible to receive this grant. Grantee will undertake the following with funding from this grant:

Improve parking area

The parties therefore agree as follows:

1. **AWARD.** ODNR hereby agrees to: (1) provide Grantee funding assistance not to exceed \$4,125.00 from Ohio's fiscal allocations made available under the provisions of Amended Substitute Senate Bill 310, Ohio Revised Code, Section 1557.06, the NatureWorks Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Grantee in performing this Agreement, reimburse the Grantee funds equal to no more than seventy-five percent of such eligible costs incurred in the performance and completion of the deliverables detailed in the project description provided on Page 1 of this agreement, and on the property identified in Exhibit A: Boundary Map (the "Project").
2. **PERFORMANCE OF PROJECT.** Grantee shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Grantee shall: (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal; (2) comply with all applicable federal, state and local laws and regulations; (3) promptly submit the ODNR such reports and documents as ODNR may request; (4) establish a separate special account for the funds for the acquisition and/or development of the Project; (5) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Grant Proposal unless the proposed change is approved by ODNR; (6) report any and all income gained on the property or facilities during the Project Period; and (7) prominently display a NatureWorks acknowledgment sign at the site or facility acquired or developed with NatureWorks Local Grant Fund Program assistance. ODNR reserves the right to audit the special account created by Grantee, pursuant to Section 15, either during or after completion of the Project.
3. **NOTICE.** All notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent

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by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

<p>Grantee Contact:</p> <p>Jesse Rothacher Tuscarawas County Park Dept. 125 E. High Ave. New Philadelphia, Ohio 44663 (330) 365-3278 parkdept@co.tuscarawas.oh.us</p>	<p>ODNR Contact:</p> <p>Timothy Robinson Program Manager ODNR Office of Real Estate 2045 Morse Road, E-2 Columbus, OH 43229 614-265-6528 Timothy.Robinson@dnr.ohio.gov</p>
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4. **PERIOD OF PERFORMANCE.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of the date on which it is signed by an authorized representative of ODNR. ODNR shall not be responsible for any costs incurred by the Grantee prior to the date this Agreement becomes effective. This Agreement shall terminate on **December 31, 2023** unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. The period between the Effective Date and the Termination Date shall be referred to herein as the "Project Period." Grantee shall complete all work on the Project on or before **December 31, 2023**.
5. **COMPLIANCE WITH ODNR PROCEDURES.** ODNR and the Grantee mutually agree to perform this Agreement in accordance with the policies and procedures set forth by ODNR, and the guidelines set forth in the NatureWorks Local Assistance Grant Program Procedural Guide and Application (hereinafter "Procedural Guide" and "Application"). Failure to comply with or show sufficient progress in complying with the Procedural Guide and Application may result in the termination of this Agreement. ODNR may issue instructions, interpretations, or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if ODNR determines that Grantee has failed to comply with this Agreement. Grantee will be promptly notified in writing of such findings and given reasons for this action. Grantee shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, and insurance.
6. **NO RESTRICTIONS OF RECORD.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in Exhibit A (the "Boundary Map") attached hereto, on which the Project will be located and developed to enhance the use of natural resources (the "Property"). The Grantee represents that it is the fee simple owner of the Property, or has a lease with a term longer than fifteen (15) years beyond the anticipated date of the closeout on the Project and that the only restrictions of record with respect to the Property are: (a) any state of facts which an accurate survey might show; (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter

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adopted by any governmental agencies having jurisdiction over the Property; and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit A.

- 7. **USE OF PROPERTY.** Grantee agrees to operate, maintain, and keep for public outdoor recreation purposes the Property and facilities acquired or developed pursuant to this Agreement, as identified in the Boundary Map. The Property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. During the term of the bonds issued to provide funds for the NatureWorks Local Assistance Grant Program, the Property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of ODNR. Should Grantee convert the Property without the approval of ODNR, Grantee may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR. Grantee shall retain and use the Project and Property in a manner consistent with the purposes of Section 21, Article VIII of the Ohio Constitution
- 8. **MAINTENANCE OF PROPERTY.** The Property will be operated and maintained to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained on the Property to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements on the Property will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
- 9. **ACCESSIBILITY.** Any new facility constructed on the Property will, whenever possible, be designed to accommodate people with disabilities. The Property and facilities on the Property shall be made available to all persons regardless of race, color, religion, sex, national origin, handicap, military status, age, or ancestry. Any modifications to existing structures shall also include design considerations for persons with disabilities. It is understood that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement. Grantee will require any facility on the Property to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Park 17). Grantee will be responsible to ensure compliance with these specifications by the contractor.
- 10. **USER FEES.** User fees charged for use of the Property or facilities on the Property will be reasonable for all users and will not create unfair competition with private enterprises offering similar services. Excess revenues from user fees for use of the Property or facilities on the Property will be returned to the public in the form of expanded facilities or services on the Property.
- 11. **QUALIFICATION TO RECEIVE GRANT.** Grantee affirms that it duly organized local government entity, qualified to receive grants under the NatureWorks Local Assistance Grant Program. Grantee further affirms that if at any time during the term of this Agreement, Grantee for any reason becomes disqualified from participating in the NatureWorks Local Grant Fund Program, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.

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12. **BIDDING; PLANS.** Grantee shall follow all applicable laws in determining whether the Project must be competitively bid, and if competitive bidding for the Project is not required by law, to the extent reasonable possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions, may not be acceptable. Plans must reflect the intent of the Project as described in the authorizing legislation. Once approved by ODNR, plans and specifications should not be substantially modified. ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.
13. **UTILITIES.** Unless situated within an easement or right of way owned by others, all new or replacement utility lines on the Property shall be placed underground.
14. **APPROPRIATION OF PROPERTY.** Grantee shall comply with the terms of Ohio Revised Code Chap. 163 for all real property acquisitions, and where applicable shall assure that these requirements have been complied with for the Property to be developed with assistance under this Agreement.
15. **REPORTS AND RECORDS.** The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, and ODNR for a period of not less than eighteen (18) years after the Termination Date. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.
15. **TAXES.** Grantee accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Grantee in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. ODNR is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.
16. **TERMINATION BY ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Grantee. Grantee shall return any unused grant funds to ODNR within thirty (30) days of termination. In the event of termination, all unused funds shall be retained by ODNR.
17. **TERMINATION BY GRANTEE.** Any time after signing this Agreement, Grantee may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Grantee terminates this Agreement, Grantee shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Grantee shall return all unused grant funds to ODNR within thirty (30) days of termination. Upon Grantee's termination, Grantee shall repay ODNR all funds transferred under this Agreement.

18. **NONDISCRIMINATION IN EMPLOYMENT.** Pursuant to R.C. § 125.111 and ODNR policy, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the activities. Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Grantee shall cooperate with the state Equal Employment Opportunity Coordinator, with any other official or agency of the state or federal Government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Agreement, and Grantee shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.

19. **AFFIRMATIVE ACTION PROGRAM.** Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to R.C. § 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.

20. **WORKERS' COMPENSATION.** Grantee shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Grantee, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

21. **COMPLIANCE WITH LAWS.** Grantee, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

22. **LIABILITY; INDEMNIFICATION.** Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

23. **DRUG-FREE WORKPLACE.** If applicable to Grantee as a "contracting authority" Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace.

24. **USE OF MBE AND EDGE VENDORS.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging

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- Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Grantee to purchase goods and services from Ohio-certified MBE and EDGE vendors.
25. **EVENTS OF SIGNIFICANT IMPACT.** Grantee shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notice must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
  26. **PUBLIC RECORDS.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to the Ohio Public Records Law R. C. §§ 149.43 and 149.431.
  27. **DEBARMENT AND SUSPENSION.** Grantee certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Grantee shall immediately repay ODNR all funds transferred by this Agreement.
  28. **FINDINGS FOR RECOVERY.** Grantee represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
  29. **OHIO ETHICS LAW.** The Grantee certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
  30. **CAMPAIGN CONTRIBUTIONS.** The Grantee affirms that, if applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor's campaign committees.
  31. **NON-APPROPRIATION.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.
  32. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

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- 33. **WAIVER.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 34. **ASSIGNMENT.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee.
- 35. **CONFLICTS.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
- 36. **SEVERABILITY.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- 37. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 38. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
- 39. **ENTIRE AGREEMENT.** This Agreement, including any attachments, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]



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Each party is signing this Agreement on the date stated below that party's signature.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

Tuscarawas County Park Dept.

Office of Real Estate

By: Jesse Rothacher  
Printed Name: JESSE ROTHACHER  
Title: PARK MGR.  
Date: 01-19-22

By: \_\_\_\_\_  
Printed Name: John Kessler  
Title: Chief  
Date: \_\_\_\_\_

Approved as to form:  
[Signature]  
Robert Stephenson II  
Assistant Prosecuting Attorney

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_ [name and title], acting as attorney for the Tuscarawas County Park Dept. ("Grantee"), and for the reliance of the Ohio Department of Natural Resources, do certify that from my examination of the Agreement and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio, local ordinances and organizational charters. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, \_\_\_ has \_\_\_ has not\* been authorized by the governing body of Grantee, or has otherwise been authorized by grantee's charter. (Resolution or Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 202\_\_).

\*If "has not" is checked, please indicate the reason. \_\_\_\_\_  
\_\_\_\_\_

Legal Counsel for Grantee \_\_\_\_\_  
(Signature)

Printed Name of Legal Counsel Robert R. Stephenson II

Address 125 E. High Ave  
New Philadelphia, OH 44663

Registration Number 0034616

**Discussion:** *Commissioner Abbuhl stated he appreciates all of the work Jesse Rothacher, Park Manager and Jane Clay, Executive Assistant/Park Coordinator, do for the Park Department. When the Park Department applies for these grants, it is used to enhance our parks. There are always projects to do, but not always the resources to do them with. These grants certainly do help. Thank you for all of the research and work going into applying for the grants.*

**VOTE:** Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Al Landis, yes;

**RESOLUTION (51-2022) SATISFACTION & RELEASE OF MORTGAGE – JACKSON**

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to authorize the president and/or vice-President of the Board of Tuscarawas County Commissioners to sign the Satisfaction and Release of Mortgage for the Ruth M. Jackson property in relation the FY2008 CHIP Program. The current remaining mortgage in the amount of \$4,897.20 is to be released (re: Mortgage Book Volume 1330, Page (s) 905-908). The deferred portion of the mortgage (\$27,750.80) was previously released and recorded in Volume 1473, Page 998. This motion is based upon the recommendation of Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development.

**Discussion:** *Commissioner Abbuhl stated the Community Housing Impact and Preservation Program (CHIP) is an excellent program. This program has worked as intended with this particular individual by improving the home and working through the process to meet the obligation. This is exactly the way the program is supposed to work. Congratulations to Scott Reynolds, Director of the Tuscarawas County Office of Community & Economic Development and his department.*

**VOTE:** Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Al Landis, yes;

**Discussion:** *Kris Lowdermilk, HR Manager, stated Mellissa Clark is coming to us from the Multi County Juvenile Attention Center (MCJAS) in Stark County. Ms. Clark is very qualified with 30 years of fiscal management skills, and since 2003, she has been working as a Chief Financial Officer. She is going to be a great addition to our family.*

*Commissioner Landis stated Mellissa Clark is going to be a great asset to the team, not only for Human Resources, but also for the budget process. Mr. Landis is looking forward to having her on board and we certainly welcome her.*

*Commissioner Metzger is really excited about this hire. Mr. Metzger has worked with Ms. Clark at MCJAS since 2003. When Mr. Metzger was Chair of the Finance Committee, Ms. Clark was involved with finances as well and also did a lot of work as the Human Resource Officer. Ms. Clark brings a myriad of experience to bring to the county. Everyone is looking forward to having Ms. Clark on the team.*

*Commissioner Abbuhl has worked with Ms. Clark for 17 years through MCJAS. She is a very professional and dedicated individual. The county is gaining a lot of knowledge, especially in HR and budgeting. Welcome aboard.*

**RESOLUTION (52-2022) APPROVE HIRE – HUMAN RESOURCE GENERALIST**

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

WHEREAS, Mellissa Clark has been determined by the Board of Commissioners, to meet the minimum qualifications established for the classification of Human Resources Generalist.

WHEREAS, the classification of Human Resources Generalist is considered to be in the un-classified service, pursuant to Ohio Revised Code 124.11.

THEREFORE, be it resolved that Mellissa Clark shall begin her employment as a fulltime Human Resources Generalist effective January 24th, 2022, in the un-classified service at a rate of \$29.80 per hour; \$62,000.00 annually.

**VOTE:** Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Al Landis, yes;

**RESOLUTION (53-2022) PAY BILLS**

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

**Meeting Date 01/19/2022**

**911**

Language Line Services	Interpreter	\$75.24	
APCO	Training/Recertifications	\$30.00	
			\$105.24

**Auditor**

Treasurer Tusc Co	Reimb/Gas	\$59.01	
Staples Business Advantage	Supplies	\$106.81	
Middaugh Printers	Record of Fund Transfers	\$40.00	
			\$205.82

**Child Support**

Tusc Co Sheriff's Office	IV-D Contract	\$4,226.30	
Tusc Co Clerk of Courts	IV-D Contract	\$242.68	
Finishing Touch Carpet Cleaning	Annual Carpet Cleaning	\$1,137.75	

Comdoc	Toner	\$143.95	
Staples Business Credit	Supplies	\$36.74	
Postmaster NP	BRM Permit & Annual Maintenance	\$1,065.00	
Action Now Pest Control	Service	\$47.00	
American Electric Power	Service	\$903.93	
City of New Philadelphia	Water/Sewer/Garbage	\$82.30	
			\$7,885.65
<b>Clerk of Courts</b>			
First Federal	Service	\$50.14	
Frontier	Service	\$54.45	
Software Computer Group	Service	\$39.99	
Xerox	Service	\$23.56	
			\$168.14
<b>Commissioners</b>			
Tusc Co Soil Conservation	First Quarter 2022	\$44,950.00	
Treasurer Tusc Co	Engineer Salt	\$59.97	
Office Depot	Supplies	\$9.91	
Office Depot	Supplies	\$14.29	
Pitney Bowes Reserve Account	Postage	\$20,000.00	
Hanhart Agency	Bond	\$100.00	
NP Postmaster	Business Reply Mail	\$1,015.00	
Dan Rummes	Reimb/Supplies	\$36.27	
			\$66,185.44
<b>Community &amp; Economic Development</b>			
Tucson Inc	CIG Grant/Twin City Waterline Imp	\$53,172.96	
			\$53,172.96
<b>Coroner</b>			
Mr. Trailer Sales	Mortuary Trailer Work	\$2,495.69	
Smith Livery Service	Body Removals	\$3,047.00	
Axis Forensic Toxicology	Tox Screen	\$353.00	
Smith Ambulance Service	Body Removals	\$3,277.25	
Verizon Wireless	Cell Phone Service	\$103.35	
Cuyahoga County Medical Examiner	Autopsy	\$1,475.00	
			\$10,751.29
<b>Dog Pound</b>			
Hillside Propane	Propane	\$193.00	
Hillside Propane	Propane	\$299.98	
			\$492.98
<b>Emergency Management</b>			
Staples Credit Plan	Supplies	\$128.24	
Staples Credit Plan	Supplies	\$166.46	
Staples Credit Plan	Supplies	\$16.65	
Staples Credit Plan	Supplies	\$150.66	
Noah Porter	Travel	\$13.38	
Verizon Wireless	Cell Phone Service	\$121.61	
Alex McCarthy	Travel	\$12.71	
Noah Porter	Reimb/Supplies	\$15.00	
			\$624.71
<b>Employee Dress Down Day</b>			
Victoria Knight	Special Dress Down Day	\$356.00	
			\$356.00
<b>Engineer</b>			
Ag-Pro OH	Repairs/Parts	\$100.26	
Clark Company	Mat'l per bid	\$313.00	
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	\$180.85	
Walton Auto Parts	Repairs/Parts	\$51.96	
Snyder Brothers	Repairs/Parts	\$59.71	

Snyder Brothers	Repairs/Parts	\$469.15	
Summers Rubber	Repairs/Parts	\$15.00	
Triple R Trailer	Repairs/Parts	\$42.00	
Precision Repair Services	Repairs/Parts	\$1,670.00	
Gemstone Gas & Welding	Bridge & Culvert Supplies	\$336.00	
Galicks	Bridge & Culvert Supplies	\$974.00	
Deems Auto Electric	Repairs/Parts	\$375.82	
Buckeye Power Sales	Maintenance Agreement	\$1,410.00	
Sidwell Materials	Mat'l per bid	\$323.38	
S & ME Inc	Soil Boring CR 37 Relocation	\$3,515.90	
S & ME Inc	Geotechnical Engineering CR 37	\$250.00	
Kyle Weygandt	Safety Training	\$500.00	
Precision Repair Services	Snow & Ice Control	\$640.00	
Company Wrench	Repairs/Parts	\$2,993.17	
Cross Truck Equipment	Repairs/Parts	\$154.81	
Triple R Trailer Sales	Repairs/Parts	\$149.75	
Deems Auto Electric	Repairs/Parts	\$112.24	
Tusc Co Metro Sewer District	Water & Sewer	\$42.51	
Piedmont Gas	Heating PW	\$259.25	
Advance Auto Parts	Repairs/Parts	\$5.44	
			\$14,944.20
<b>Job &amp; Family Services</b>			
J and M Mentoring	PRC/Mentoring	\$1,530.65	
Dry Insurance Group	PRC/Car Insurance	\$53.69	
Dominion Energy	PRC/Gas	\$57.52	
American Electric Power	PRC/Electric	\$129.20	
Wells Fargo Auto	PRC/Car Payment	\$296.91	
City of New Philadelphia	PRC/Water	\$92.20	
Mason Equity Group	COVID PRC	\$1,000.00	
Brenda Hughes	NET Mileage Reimb	\$8,716.92	
OH Job & Family Services Direct	Membership	\$7,650.94	
Beverly Gerber	Reimb/Social Worker License	\$83.50	
Horizons of Tuscarawas & Carroll	Transportation	\$11,826.15	
Michael & April McKelvey	Transportation	\$61.60	
Access Tusc Transit	Transportation	\$11,650.95	
Menards	Maintenance Supplies	\$4.00	
Advance Auto Parts	Car Supplies	\$15.08	
Lowe's	Maintenance Supplies	\$100.69	
Grainger	Maintenance Supplies	\$111.44	
Whitaker Brothers Business Mac	High Security Paper Shredder	\$1,119.99	
Waikem	Car Maintenance	\$69.22	
Parkway Auto Superstore	Car Maintenance	\$53.27	
LexisNexis Risk Solutions	User Fees	\$226.00	
UPS	Shipping	\$4.03	
Action Now Services	Pest Control	\$55.00	
Graphic Enterprises Office Solutions	Copier Contract	\$578.93	
Ohio Turnpike	EZ Pass	\$12.25	
Charter Communications	Wireless Internet	\$134.99	
Verizon Wireless	Surface Pro Data	\$435.34	
Society for Equal Access	Transportation	\$49,451.52	
Tusc Co Sheriff	Gas	\$398.97	
Kurtis & Samantha Ponting	FC Clothing Reimb	\$147.93	
Robb Rectanus	FC Meals	\$22.50	
Triad Dreaf Services	Interpreter	\$386.00	
Akron Children's Hospital	FC Medical Expenses	\$63.60	
Ashley & Robert Bunton Jr	Water Sample Test	\$50.00	
Muskingum Valley Health Center	FC Medical Expenses	\$408.00	

Michael & April McKelvey	FC Clothing Reimb	\$56.45	
Tiffany Ryan	FC Clothing Reimb	\$64.15	
Robert & Emma Troyer	FC Clothing Reimb	\$22.37	
Luke & Megan Kneuss	FC Clothing Reimb	\$51.78	
Daniel & Kaitlyn Swick	FC Clothing Reimb	\$52.31	
Dr Nicholas Varrati MD	Drug Screen	\$98.00	
Luke & Megan Kneuss	IV-E Daycare	\$1,285.71	
Interpreters XP	Interpreter	\$1,182.60	
T & G Youth Services	Independent Living	\$1,125.00	
The Village Network	FACES/Evaluations	\$1,500.00	
Adoption & Attachment Therapy	PASSS	\$2,588.50	
Ashley & Robert Bunton Jr	FP Training Stipend	\$780.00	
Andy & Laurie Chaffee	IV-E Daycare	\$1,200.00	
The Bair Foundation et al	Boarding Home Payroll	\$264,636.31	
Monique Bailey et al	Boarding Home Payroll	\$23,889.00	
			\$395,531.16
<b>Juvenile/Probate</b>			
Tusc Co IT Dept	Supplies	\$110.88	
Staley Technologies	Lifysize Contract/Support	\$1,198.00	
Staley Technologies	Lifysize Contract/Support	\$1,198.00	
Xerox	Leased Copier	\$100.18	
Xerox	Leased Copier	\$100.18	
Xerox	Leased Copier	\$100.18	
Vista Solutions Group	Annual Maintenance/Support	\$6,205.85	
Kyler Lundholm LPA	Guardianship Case Fees	\$255.00	
Interpreters XP	Interpreter	\$754.80	
			\$10,023.07
<b>Law Library</b>			
Thomson Reuters West	Westlaw Accounts	\$1,583.59	
Consortium of County LL Resource Brd	2% Contribution	\$1,396.65	
Thomson Reuters West	Books on Subscription	\$990.04	
			\$3,970.28
<b>Public Defender</b>			
Time Warner Cable	Phone/Internet Service	\$554.53	
CSEA	PD Office Utilities	\$139.05	
Tusc Co Commissioners	January Lease Payment	\$1,381.45	
			\$2,075.03
<b>Recorder</b>			
GovOS	Contract Services	\$4,125.00	
			\$4,125.00
<b>Sheriff</b>			
New Phila Fire Dept	Inmate Medical Transport	\$182.00	
New Phila Water Dept	Water	\$2,669.40	
Mastercard	Prisoner Transport	\$347.75	
Union Hospital Workwell	Pre-Employment Drug Screens	\$107.25	
Rosenberry Towing	Impound Tow	\$100.00	
Mastercard	Travel/Training	\$106.08	
Staley Technologies	SmartBoard	\$6,320.00	
Staples	Filing Cabinet	\$647.99	
Model Uniforms	Uniform Cleaning	\$25.00	
Gerald Kendle Jr	Snow Removal	\$80.00	
Stark County Sheriff's Office	Corrections Training	\$1,400.00	
Diamond Drugs	Inmate Medical Treatment	\$8,182.27	
Steel Valley Portable X-Rays	Inmate X-Rays	\$50.00	
Protegis Fire & Security	Annual Inspections	\$800.00	
Bureau of Criminal Investigation	CCW Background Checks	\$2,975.75	
			\$23,993.49

<b>Southern Court</b>		
Dominion Energy	Service	\$131.00
Charter Communications	Service	\$559.24
Henschen & Associates	Annual Subscription	\$1,304.55
Verizon	Service	\$156.48
Quill	Supplies	\$220.21
Alcohol Monitoring Systems	GPS/Alcohol Bracelets	\$738.75
		\$3,110.23
<b>Treasurer</b>		
OH Treasurer's Association	Membership	\$2,587.24
Alban Title	Pre-Judicial Report	\$275.00
Tusc Co Recorder	Tax Lien Release Fees	\$114.00
		\$2,976.24
<b>Veterans</b>		
Senior Centers of Tusc Co	Transportation	\$30.00
Heritage Coop	Fuel	\$938.54
		\$968.54
<b>Water &amp; Sewer</b>		
Eric Hykes	Training/Education	\$112.00
Rick Martino	Training/Education	\$112.00
Red Vector.com	Training/Education	\$2,194.72
Tusc Co Commissioners	Krizman Property Purchase/Interest	\$118.46
Treasurer Tusc Co	Audit Fees	\$2,041.96
Tusc Co Commissioners	Krizman Property Purchase/Principal	\$1,283.21
Ron Austin	Travel	\$139.25
Aqua Backflow Inc	Annual Backflow Tracking Program	\$360.00
SmartBill	Custom Forms & Envelopes	\$1,763.00
Tusc Co Commissioners	Building Payment	\$3,076.25
SmartBill	Custom Forms & Envelopes	\$1,763.00
Pro-Tech Systems Group	Annual Service	\$2,580.00
US Bank Equipment Finance	Copier Lease	\$166.64
US Bank Equipment Finance	Copier Lease	\$166.64
Treasurer Tusc Co	Audit Fees	\$2,053.84
Frontier	Service	\$59.18
Red Vector.com	Annual Training Fee	\$2,194.73
Oster Sand & Gravel	Materials	\$184.93
Ream & Haager Lab	Lab Services	\$751.50
American Electric Power	Service	\$263.14
American Electric Power	Service	\$560.75
Amerilube Ewusiak Enterprises	Maint/Repairs	\$39.08
Ream & Haager	Lab Services	\$2,981.59
Ream & Haager	Lab Services	\$810.91
Engineering Associates	Field Work/Survey	\$250.00
Engineering Associates	Field Work/Survey	\$7,250.00
Kimble Recycling	Sewage Disposal	\$1,850.81
American Electric Power	Service	\$5,902.29
American Electric Power	Service	\$1,807.98
American Electric Power	Service	\$4,429.49
American Electric Power	Service	\$6,600.00
American Electric Power	Service	\$2,099.91
American Electric Power	Service	\$3,091.36
		\$59,058.62
	<b>GRAND TOTAL</b>	<b>\$660,724.09</b>

**VOTE:** Chris Abbuhl, yes;  
 Kerry Metzger, yes;  
 Al Landis, yes;

**Discussion:** Commissioner Abbuhl introduced Tuscarawas County Sheriff Orvis Campbell. Sheriff Campbell introduced the following staff joining him in attendance, Lieutenant Ken Engstrom, Sergeant Scott Goss, Sergeant Kim Ledfors, and Sergeant Larry Cannon. Sheriff Campbell stated every year the jail is inspected by the Ohio Department of Rehabilitation & Corrections. Every jail goes through the same inspection. This inspection has several processes. For example, the first step is to be inspected by the local Health Department which is incorporated into the annual inspection. The fire inspectors also do an inspection of the facility. The inspectors come into the facility and address all operations in the jail from reception to maintenance to medical and even the food service. There are also "in person" reviews of the staff and even some inmates. There are 176 standards inspected. These standards are written into law. Sheriff Campbell was very proud to say that his staff was found to be compliant in 100% of all 176 standards!

Sheriff Campbell gave all of the credit to his employees. He stated the Sergeants split up and each took a section. The medical staff participated, the cooks made sure everything in their area was up to standard. The way the silverware was stored was even inspected. The sheriff stated he could not be prouder and he wants his employees to receive all of the recognition.

Commissioner Abbuhl stated not everyone gets to see what goes on in a jail 365 days a year. There is a lot of behind the scenes activity. The last couple of years have made it even more stressful because of COVID. Commissioner Abbuhl said there is respect, confidence, and leadership that we have in the Sheriff's Department, the officers are leaders within the leadership. It takes good leaders to know how to organize things and support their staff. Most people only get to see the elected official out front, not the support staff that makes a 100% compliance possible. It makes all of us proud. This is an impressive accomplishment.

Sheriff Campbell also acknowledged three other officers that could not attend the meeting due to attending to things at the jail. Sergeant Hughes, Sergeant DeVore and Sergeant Lang. Sheriff Campbell reiterated that he has a great staff and all of the recognition for receiving a 100% on this inspection goes to his staff.

Commissioner Abbuhl recapped how leaders are born from good leadership and Sheriff Campbell chose his leaders and the congratulations goes to everyone for the work being done. A good leader recognizes his/her support staff, businesses could not run effectively and efficiently without the support of the staff.

Lieutenant Ken Engstrom stated the Sergeants played a role, but the Correction Officers, Maintenance, Transport Deputies, everyone at the jail played an important role in this accomplishment. There are 46 employees that make up the team in the correction division and they are all well trained, hardworking and dedicated individuals. This inspection covered every aspect of our operation and every single one of those employees from reception and release, medical and mental health, food service, maintenance and any other department not mentioned had a role in this and this could not have been done without them. Lieutenant Engstrom also gave credit to Sheriff Campbell because he is the hardest working, most dedicated individual in that building. The Sheriff provides leadership, sets the vision and he helps us to be better. Our Mantra is "Continuous Improvement".

Commissioner Metzger affirmed what Commissioner Abbuhl had stated and added that leadership is so important. The Sheriff's Office does a tremendous job and this is such an exceptional recognition to achieve and we have one of the best Sheriff Departments in the state of Ohio.

Commissioner Landis commented on what a team effort this was. Commissioner Landis noted that one thing not mentioned was safety. The fact that 100% was accomplished equates to keeping the employees safe as well as the inmates. This is no small deed, this is a big accomplishment and congratulations.

Commissioner Abbuhl presented the Sheriff's Department with a recognition certificate for their exceptional accomplishment.



## In Recognition of *Orvis Campbell & Staff*

We, the Tuscarawas County Board of Commissioners, wish to congratulate Orvis Campbell, Tuscarawas County Sheriff & the Sheriff's Office Staff, for passing the 2021 Ohio Department of Rehabilitation & Corrections Annual Jail Inspection at the Tuscarawas County Jail with a 100% compliance!

We acknowledge all of the hard work necessary to meet 176 state standards for the successful operation of the jail.

You and your staff are to be commended for their due diligence and dedication to continue to improve procedures and operations in the jail.

Congratulations and thank you to the many individuals involved for their efforts to make Tuscarawas County great! It is appreciated.

Congratulations and thank you! Tuscarawas County Commissioners,



Chris Abbuhl



Kerry Metzger




Al Landis

**NO OTHER BUSINESS TO BRING BEFDORE THE BOARD.**

**RESOLUTION (54-2022) ADJOURN**

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to adjourn at 1:31 p.m. to meet in Regular session Monday, the 24th day of January, 2022

*We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.*

  
Chris Abbuhl

  
Kerry Metzger

  
Al Landis

Attest:   
Clerk