

April 11, 2022

Agenda

Lord's Prayer

Pledge of Allegiance

9:15 a.m. Caleb Meek Eagle Scout Recognition

9:30 a.m. Highway Safety Awareness Week – Laruen Borell, Public Information Officer – ODOT – Update & Proclamation

Approve Minutes – April 6, 2022

Approve Supplemental Appropriation (4)

Rescind Resolution (273-2022) in Part – Clerk of Courts - Title

Approve Transfer of Funds (1)

Approve Inter-Fund Transfer

Approve Treasurer Investments – March 2022

Approve JFS Contracts

Renew Worker's Compensation Group Funds – CCAO

Approve Liquor Permit – NO HEARING

Approve MOU – Norma Johnson Center

Renew MARCS – Sheriff's Office

Reappoint HARCATUS Tri-County CAO Inc Board – Baker and Day

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 11TH DAY OF APRIL, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger
Al Landis

Commissioner Kerry Metzger Presiding.

NOTE: Commissioner Chris Abbuhl was absent.

The Lord's Prayer was said.

The Pledge of Allegiance was said.

RESOLUTION (295-2022)

APPROVE MINUTES

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

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

RESOLUTION (296-2022) SUPPLEMENTAL APPROPRIATIONS

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

| DEPARTMENT | FROM | TO | AMOUNT | REASON |
|--------------------|----------|----------|------------|---|
| Park Department | S095-S20 | S095-S05 | \$1,000.00 | Short-term: Park Dept. truck (Chevy Silverado 2500) needs brake line repairs. Long-term: Prior repairs to the Park Dept. truck depleted repair funds – requesting additional funding to cover anticipated repairs for other equipment as we head into mowing season |
| Sheriff's Office | S080-S25 | S080-S08 | \$500.00 | Needed for travel to APCO Conference |
| Sheriff's Office | U046-U20 | U046-U07 | \$5,000.00 | Needed to have certified instructors for CO school |
| Common Pleas Court | A018-A00 | A002-B30 | \$3,000.00 | Judgment Entry order costs of a sanity evaluation by Daniel Davis PHD, Inc to be paid via court ordered payments, not to exceed the cost of \$3,000.00 re: Case No. 2021 CR 10 0278 |

Discussion: Commissioner Landis asked if travel for the Sheriff's Office was approved by the Commissioners. Jane Clay, Executive Assistant, replied the Sheriff approves his employees' travel requests as they are not directly under the Commissioners.

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

RESOLUTION (297-2022) RESCIND RESOLUTION (273-2022) IN PART – CLERK OF COURTS – TITLE – SUPPLEMENTAL APPROPRIATION

It was moved by Commissioner Landis, and seconded by Commissioner Metzger, to rescind RESOLUTION (273-2022) in part SUPPLEMENTAL APPROPRIATION – Clerk of Courts – Title for \$5,000.00. Will be re-submitted as a Transfer of Funds.

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

RESOLUTION (298-2022) TRANSFER OF FUNDS

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

| DEPARTMENT | FROM | TO | AMOUNT | REASON |
|-------------------------|----------|----------|------------|--|
| Clerk of Courts – Title | B065-B12 | B065-B09 | \$5,000.00 | To pay the 2022 cost allocation for the title office |

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

RESOLUTION (299-2022) 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:

Tusc. Co. Treasurer From Co. General to Public Assistance (JFS) \$17,723.84

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

RESOLUTION (300-2022) TREASURER'S INVESTMENTS (March 2022)

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Treasurer's Investments for March as submitted by Jeff Mamarella, County Treasurer.

Jeffery S. Mamarella
Tuscarawas County Treasurer
P.O. Box 250
New Philadelphia, OH 44663
Phone (330) 365-3254 • Fax (330) 365-3259

April 5, 2022

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

Commissioners:

As provided by Section 135.35(L)(5) of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of **March, 2022.**

March Depository and Investment income received is: \$10,855.72. This brings the cumulative interest total as of March 31st to \$31,205.11. The estimated investment income for 2022 is \$135,000.

Monthly Investment Total = \$78,526,711.18

Balance in Checking Acct. – JPMorgan Chase \$6,032,659.61 Huntington \$1,155,167.24

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cc: Tuscarawas County Auditor, Prosecutor, Clerk of Courts, Recorder

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

RESOLUTION (301-2022) APPROVE CONTRACTS – TUSCARAWAS COUNTY JOB & FAMILY SERVICES (JFS)

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the contracts below as recommended by David Haverfield, Director:

Discussion: *Commissioner Metzger noted this is routine to approve Job & Family Services contracts. Most of the contracts are for Foster Care Agreements and Vendor Agreements*

TUSCARAWAS COUNTY JOB & FAMILY SERVICES

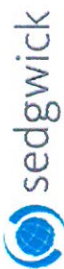
OCTOBER 2021

| Last Name, First Name or Company | Contract Purpose | Contract Start Date | Contract End Date | Amount |
|-------------------------------------|---|---------------------|-------------------|--|
| Subgrant Agreements | | | | |
| Contracts for services | | | | |
| Vendor Agreements | | | | |
| Kiser Auto Repair & Fabricating LLC | Snow Removal | 10/18/2021 | 5/31/2022 | \$225.00 per snow plow. \$12.50 per 50 lb bag of salt |
| Foster Agreements | | | | |
| ViaQuest Healthcare Central | Foster Child Placement and Related Services | 6/22/2021 | 6/20/2022 | per agreed fee schedule |
| David and Tiffany Ryan | Foster Child Placement and Related Services | 6/25/2021 | 6/24/2023 | \$32 per day |
| Sean and Alisha Ketchem | Foster Child Placement and Related Services | 10/27/2021 | 10/26/2023 | \$32 per day |
| Adoption Agreements | | | | |
| Transportation | | | | |
| | | | | |
| | | | | |

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

RESOLUTION (302-2022) RENEW WORKERS COMPENSATION GROUP FUNDS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to renew participation in the County Commissioners Association of Ohio Workers' Comp Group Fund, to be signed by Commissioner Chris Abbuhl, President, as recommended by Kris Lowdermilk, HR Manager.



2023 Group Savings Summary - Pooled Group

Policy No.: 37900001
Employer: Tuscarawas County

GroupID: 04296
Group Name: County Commissioners Association

| Manual | | Base Rate | Annual Payroll | Estimated Individual Rating = -20 % | | | | Estimated Group Discount = -30 % | | | | | |
|--------|--|-----------|-------------------|---|-------------|------------|-------------------|--|-------------|------|------------|------------------|----------------|
| | | | | Indiv. Rate | Admin. Rate | Add'l DWRF | Total Ind. Rate** | GrpRate | Admin. Rate | DWRF | Add'l DWRF | Total Grp Rate** | Total Grp Prem |
| 9430 | | 0.66 | 23,003,463 | 0.53 | 0.1407 | 0.00 | 0.6707 | 0.46 | 0.1221 | 0.00 | 0.0000 | 0.5821 | 133,903 |
| 9439 | | 10.49 | 16,800 | 8.39 | 2,2267 | 0.00 | 10.6167 | 7.34 | 1.9480 | 0.00 | 0.0000 | 9.2880 | 1,560 |
| | | | 23,020,263 | Total Indiv. Premium without DWRF's: \$156,068 | | | | Total Estimated Group Premium*: \$135,464 | | | | | |

| ESTIMATED GROUP (POOLED) SAVINGS | |
|----------------------------------|--------------------------|
| Individual Payroll | Total Group Savings |
| Total Group Payroll | Estimated Pooled Savings |
| 23,020,263 | |
| 99,833,560 | X 87.173 = \$ 20,100 |

| ESTIMATED GROUP PREMIUMS | |
|--------------------------------|-------------------------------|
| Total Estimated Group Premium: | Est Total Group Premiums |
| \$ 135,464 | \$ 135,968 |
| | Pooling Adjustment*** (\$504) |

| SUMMARY | |
|---|-----------|
| Individual Group Savings (Total Indiv. - Total Group Premiums): | \$20,604 |
| + Pooling Adjustment***: | -\$504 |
| = Total Net (Pooled) Savings: | \$20,100 |
| Est Total Group Premiums: | \$135,968 |
| Est Effective Premium Rate for Budgeting: | 0.5906 % |

*The 2023 premium values are for the payroll period from 1/01/2023 to 12/31/2023.

**Total Rate is based on \$100 of reportable payroll and includes: BWC administrative costs of 26.5400% of premium, a DWRF rate of 0.00, a DWRF II rate of 0.0000 of base rate.

***The association has adopted a pooling concept whereby all members will pay adjusted premiums to create a fair distribution of savings within the group. Therefore, a Pooling Adjustment is established comparing individual

Projections of individual and group rates are estimated using BWC loss information as of the last quarter and the most recent historical payroll information provided by BWC.

Estimates of premium must be projected in advanced of the application deadline. Therefore, the actual premium will vary from the estimates depending upon group enrollment level, BWC rates, experience calculations, and actual payroll.

Submitted By: County Commissioners Association
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Bureau of Workers' Compensation

Employer Statement for Group-Experience-Rating Program

INSTRUCTIONS

- Please print or type.
- Please return completed statement to the attention of the sponsoring organization you are joining.
- If you have any group rating questions, please call BWC at (614) 466-6773.

BWC USE ONLY

Application effective with policy year beginning

NOTE: The employer programs unit group underwriters must review and approve this application before it becomes effective.

| | | |
|-------------------------------------|----------------------------------|---------------------------|
| Employer Name TUSCARAWAS COUNTY | Telephone number 330 365 3204 | Policy Number 37900001 |
| Address 125 E HIGH ST PO BOX 545 | City NEW PHILADELPHIA | State OH |
| | | 9-digit Zip Code 44663 |

Group-Experience-Rating Program Enrollment

I agree to comply with the BWC's group experience rating program rules (Ohio Administrative Code Rules 4123-17-61 through 4123-17-68). I understand my participation in the group experience rating plan is contingent on such compliance. This form supersedes any previously filed AC-26.

I understand only a BWC group-experience-rating program certified sponsor can offer membership into the program. I also understand if the sponsoring organization listed below is not certified this application is null and void.

I am a member of the County Commissioners Association sponsoring organization or a certified affiliate organization and would like to be included in their group named County Commissioners Assoc it sponsors for the policy year beginning January 1, 2023. In addition, I would like to be included in this group each succeeding policy year until rescinded by the timely filing within the preceding policy year of another AC-26 or until the group administrator does not include my company on the employer roster for group-experience-rating. I understand the employer roster submitted by the group administrator will be the final, official determination of the group in which I will or will not participate. Submission of this form does not guarantee participation.

I understand the organization's representative Sedgwick #000900-80 (currently, as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand the representative for the group-experience-rating program will continue as my individual representative in the event that I no longer participate in the group-experience-rating program. At the time I am no longer a member of the program, I understand I must file a Permanent Authorization (AC-2) to cancel or change individual representation.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization Yes [X] No []

County Commissioners Association 440981

Name of sponsor or affiliate sponsor Sponsor or affiliate sponsor policy number

Certification

Chris Abbuhl certifies that he/she is the Commissioner of (Officer Name) (Title)

Tuscarawas County, the employer referred to above, and (Employer Name)

that all of the information is true to the best of his/her knowledge, information, and belief, after careful investigation.

X Chris Abbuhl (OFFICER SIGNATURE)

4/5/2022 (DATE)

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT**

THIS AGREEMENT, dated as of March 23, 2022 is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and TUSCARAWAS COUNTY ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO") acting through CCAOSC, its Service Corporation, as sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group for the benefit of its membership for the purpose of obtaining a group rating pursuant to Section 4123.29, ORC. The terms and conditions for participation in the CCAO Group Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Rating Plan, hereafter referred to as the "CCAO Group Rating Plan" or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Rating Plan is intended to: (1) achieve lower workers' compensation rates for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

- A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
1. CCAO was created more than two years prior to the date of application for Group coverage.
 2. CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
 3. The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
 4. The aggregate workers' compensation premiums of Group members are expected to exceed \$150,000 during the rating period covered by this Agreement.
- B. The Participant represents and warrants as follows:
1. It is a member of CCAO and is current in all financial obligations to CCAO.
 2. It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and has no outstanding premiums, penalties or assessments owed to the OBWC.
 3. It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.

4. Its 2021 calendar year payroll does not exceed \$55,000,000. Counties with a 2021 calendar year payroll of \$55,000,000 or more will not be eligible for membership in the Plan. The maximum annual payroll amount may be adjusted annually by the CCAO Workers' Compensation Group Rating Plan.
5. It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Rating Plan.

A. CCAOSC shall:

1. coordinate and administer the CCAO Group Rating Plan in accordance with this agreement.
2. file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Rating Plan; and
3. perform such additional duties as are required of it by this Agreement.

B. The Participant shall:

1. join and participate in the CCAO Group Rating Plan; and
2. perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: PENALTY RATED PARTICIPANTS

The Participant recognizes that the inclusion of Group members with a penalty modification detrimentally affects the Group rate. Each year, CCAOSC, in consultation with the third party administrator ("TPA"), shall analyze the projected experience modification of all prior year plan members. CCAOSC, in its sole discretion, may determine that a plan Participant is not eligible for any subsequent year Group plan and not renew said Participant.

Section VII: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group rate must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group rate will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the TPA, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group rate is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the TPA, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that in forming a group the OBWC will calculate a group rate for the CCAO Group Rating Plan which shall be applied uniformly to the members of the Group regardless of each Participant's individual rate. It is further understood that OBWC shall calculate premiums, as provided by law, multiplying the group rate (as described above) times each Participant's individual payroll.

In order to allocate the savings derived by formation of the Group, and to maximize the number of Participants in the Group, it is hereby agreed that annually the CCAOSC shall estimate the total savings which shall accrue to the Group through its formation. The CCAOSC shall notify each Participant of the estimated savings as well as the estimated rebates and/or additional billings required so that yearly budgeting may be facilitated on a timely basis for the Participants.

Upon receipt of the actual year-end payroll figures from each Participant, the CCAOSC shall calculate the total realized savings which shall accrue to the Group through its formation, and collect contributions from and pay rebates to the Group's various Participants. The Participants determined to be eligible for the Group filing shall receive the share of the Group savings which shall be equal to the total savings of all Group members multiplied by the percentage found by dividing the Participants' individual payroll by the total payroll of all participating Group members.

CCAOSC shall bill any contributions due from individual Participants no later than sixty (60) days following all Participants completing "true-up" with the OBWC. Bills for contributions are due and payable to CCAOSC within thirty (30) days of receipt. In the event of a delinquency, interest at a rate equal to the prime interest rate on the date of delinquency as charged by the bank in which CCAOSC Workers' Compensation Group Rating Plan funds are held may be added to the amount due and owing.

All rebate checks shall be paid to those Participants due rebates no later than ten (10) days from the date of receipt by CCAOSC of all contributions due from individual Participants.

Section VIII: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a TPA specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VIII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant may at its sole expense, engage the services of an attorney, or other qualified TPA, or representative for claims-related matters, such as hearings before the respective state agencies.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section IX: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the statutory requirements for a group rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee. The costs for risk management services shall be allocated, billed and paid in the same manner as described in Section VIII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. For such audits, the Participant shall have the option of (1) using a qualified private safety consultant of the Participant's choice, subject to CCAOSC's approval; or (2) requesting CCAOSC to arrange for an audit performed by the Ohio Division of Safety and Hygiene ("ODSH"). It is understood that the ODSH will perform an audit at no additional cost. However, if the Participant chooses to utilize a private safety consultant it shall do so at its own cost. A copy of the audit results and safety recommendations shall be provided to CCAOSC upon CCAOSC's request. The Participant and CCAOSC agree that if a private consultant is engaged by the Participant to perform an audit, the consultant will act as an independent agent, not subject to the direction and control of CCAOSC.

Section X: ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, as described and in the manner specified in Section VIII, above.

Section XI: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee to oversee the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of eleven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Nine members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section VIII hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and administrative fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

Section XII: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2023 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently May 31, 2022. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Rating Plan prior to withdrawal therefrom.

Section XIII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before the OBWC. In order to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before the OBWC.

Section XIV: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Rating Plan. All Group Rating funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessment of premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant acknowledges that group rate setting is solely the function of the OBWC. It is understood that such considerations as the "TM Calculation", "Credibility Factor", "Break Even Factor" and "Loss Value Limitation", shall be assigned by the OBWC at the group level, rather than the individual, level.

Section XV: ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Revised Code, CCAOSC warrants and agrees to the following:

A. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CCAOSC or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and

B. None of CCAOSC, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

Date: 3/23/2022

By: 
John Leutz, CCAO Legislative Counsel

TUSCARAWAS COUNTY

Date: 4/5/2022

By: 
Signature of Authorized Official

County Name: TUSCARAWAS COUNTY
Address: 125 E HIGH ST PO BOX 545
City, State, Zip: NEW PHILADELPHIA OH 44663
OBWC Number: 37900001

Name of Participant's TPA for claim-related matters: SEEWICK

APPROVED AS TO FORM (if required)


Prosecuting Attorney

Discussion: Kris Lowdermilk, HR Manager stated this contract is the annual renewal of the County Commissioners Association of Ohio (CCAO) Group Plan for Worker's Compensation. The county joined this plan in 2019 and have seen savings of approximately \$34,000.00 that year. On average, the saving is about \$21,000.00 a year since then. The county also receives a dividend on top of the savings. The county received a dividend this week totaling \$21, 110.00. This has been a very good program for the county.

Commissioner Metzger stated back in the day, Worker's Compensation was the bane of our existence with the financial side of things. Since the HR Manager, Kris Lowdermilk, has come on board, he has provided thousands of dollars in savings. This is greatly appreciated.

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

RESOLUTION (303-2022) REQUEST NO HEARING – LIQUOR PERMIT – GREEN HABANERO LLC

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to request NO HEARING in regards to a liquor permit for Green Habanero, LLC. No correspondence has been received regarding this request.

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

RESOLUTION (304-2022) MOU BETWEEN COMMISSIONERS AND THE NORMA JOHNSON CONSERVATION CENTER FOUNDATION BOARD

It was moved by Commissioner Landis, and seconded by Commissioner Metzger, to approve and enter into the attached MOU with the Norma Johnson Conservation Center Foundation Board. This MOU will assist in defining the relationship between the Parties in order to ensure that the goals of each are accomplished in a mutually supportive way.

1. Recitals

WHEREAS, the Tuscarawas County Commissioners own all 303 acres of property at the Norma Johnson Center; and

WHEREAS, the Tuscarawas County Park Department (“TuscParks”) is a department under the Tuscarawas County Commissioners; and

WHEREAS, the Norma Johnson Conservation Center Foundation Board (“NJCCFB”) is a private 501(c)3 non-profit corporation whose mission is to promote the conservation of natural resources through education, community outreach, and personal experience; and

WHEREAS, the Tuscarawas County Commissioners and the NJCCFB want to formalize the relationship between TuscParks and the NJCCFB by setting forth a series of mutual expectations; and

NOW, THEREFORE, Both Parties agree as follows:

2. Purpose

The purpose of this Memorandum of Understanding is to establish a general framework for cooperation and collaboration between TuscParks and the NJCCFB. This MOU is non-binding. It will assist in defining the relationship between the Parties in order to ensure that the goals of each are accomplished in a mutually supportive way.

3. Background

- 1989: The Tuscarawas County Soil & Water Conservation District (“SWCD”) receive a donation of 63 acres of land from the Norma J. Johnson Trust, i.e., the Norma Johnson Conservation Center.
- 1998: The Tuscarawas County Commissioners receive a donation of 240 acres of land from the Norma J. Johnson Trust, i.e., the Norma J. Johnson Nature Preserve.
- 1999: The Norma Johnson Conservation Center Foundation Board (“NJCCFB”) is formed to oversee the direction and growth of the SWCD property.
- 2001: The Tuscarawas County Commissioners approach the SWCD to manage their 240-acre property. SWCD agrees, with support from the NJCCFB, and the Norma Johnson Center (“NJC”) – a union of the Conservation Center and Nature Preserve is created.
- 2002: The SWCD hires the first director of the NJC.
- 2004: The Tuscarawas County Commissioners create the Tuscarawas County Park Department (“TuscParks”).
- 2021: The SWCD donates their 63 acres of land at the Norma Johnson Center to the Tuscarawas County Commissioners. The Commissioners place the Norma Johnson Center under the management of TuscParks.

4. Roles and Responsibilities

Tuscarawas County

- The Tuscarawas County Commissioners agree to encourage the independence of the NJCCFB.
- The Tuscarawas County Commissioners have no obligation to provide financial or in-kind support to the NJCCFB.

- The Tuscarawas County Commissioners agree to foster a cooperative relationship between TuscParks and the NJCCFB.
- Tuscarawas County has no obligation to accept funds or gifts, including equipment, for the benefit of TuscParks with any restrictive terms or conditions.
- TuscParks may provide other limited and reasonable support to the NJCCFB in collaborative projects, at the discretion of the Tuscarawas County Commissioners.
- TuscParks shall develop, operate, and maintain all lands and facilities under its control, including the Norma Johnson Center, as directed by the Tuscarawas County Commissioners and within the deed restrictions of the properties.

NJCCFB

- The NJCCFB, although affiliated with TuscParks by its purpose, is an independent entity.
- The NJCCFB may provide support to TuscParks in their efforts to develop, operate, and maintain the Norma Johnson Center through fundraising, financial support, or in-kind volunteer labor but is not obligated to do so.
- The NJCCFB agrees in the exercise of all its functions and activities on County property to act consistently with all pertinent policies established by the Tuscarawas County Commissioners and TuscParks.
- The NJCCFB agrees, before accepting funds or gifts with any restrictive terms or conditions for the benefit of TuscParks, to receive approval from TuscParks. Donors are to be advised that restricted gifts or funds for the benefit of TuscParks may not be accepted without approval.
- The NJCCFB agrees to receive approval from TuscParks prior to applying for or accepting funds intended to be used toward physical improvements or alterations of Tuscarawas County-owned property.
- The NJCCFB understands that as volunteers, they will receive no compensation or monetary benefits in return for the volunteer service they provide, and that the NJCCFB understands they will not be covered by Tuscarawas County's health insurance or workers' compensation coverage.
- The NJCCFB agrees that all use of the Norma Johnson Center shall be undertaken at his/her sole risk, and that TuscParks shall not be liable for any injuries to user or user's property, or be subject to any claim, demand, injury, or damages resulting from acts of active or passive negligence on the part of Tuscarawas County, its officials, agents, or employees. The undersigned for him/her and on behalf of executors, administrators and assigns, does here by expressly forever release and discharge Tuscarawas County, its successors and assigns, as well as its officials, employees and agents, for all such claims, demands, injuries, damages, actions, or causes of action.

Both Parties

- The Parties agree that, as separate entities, each is responsible for any liabilities and costs arising from its own action(s) or inaction(s), and for procuring its own insurance(s) for such liabilities and costs in policy amounts as each deems prudent.
- The Parties understand, when there is agreement as to use, that the NJCCFB will transfer funds or gifts, including equipment, that are under its control to Tuscarawas County. TuscParks will use these funds or gifts in accordance with this understanding. TuscParks will provide the NJCCFB timely accounting and reporting on the expenditure of any such funds.
- The Parties will formally meet at a minimum of once per year to discuss projects, budgetary expectations, and goals for the upcoming year.
- The Parties will jointly work together to avoid duplication of effort, and to avoid competition for the same dollars, focused instead on the growth of funding opportunities.
- The Parties will strive for mutual transparency in their financial condition and issues, as such issues may influence the positions or priorities that each adopts.
- The Parties will discuss and agree on a project-by-project basis if either party identifies a compelling reason to deviate from the general approach outline in this document; further, the Parties recognize that there may be a compelling reason to adopt additional agreements for specific projects on which they might collaborate.
- This agreement will remain active for 1 year from the date signing this agreement by mutual written agreement of Both Parties, and requiring formal action by both the NJCCFB and the Tuscarawas County Commissioners. At the end of 1 year, this agreement will be

formally reviewed and revised (if necessary) by both parties. The MOU will then renew for an additional 3 years and every 3 years after that.

5. Due Diligence

TuscParks may request copies of documents to ensure that the NJCCFB meets the criteria of a non-profit organization. These documents include, but are not limited to: a certificate of good standing, a list of the names of all board members and principal officers, and copies of the NJCCFB bylaws and articles of incorporation. The NJCCFB agrees to notify TuscParks immediately of any change in the NJCCFB's status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against the NJCCFB.

NJCCFB may request copies of documents to ensure that cooperative projects on the NJC property are being completed. These documents include but are not limited to pending and approved TuscParks budgets that include funding or equipment NJCC contributes to.

6. Notices

Any notice to either party must be in writing signed by the party giving it, and shall be deemed given when mailed certified, postage prepaid by the USPS, or hand delivered, when addressed as follows:

Tuscarawas County Park Department ("TuscParks")

Attn: Park Manager
125 E. High Ave.
New Philadelphia, OH 44663

Norma Johnson Conservation Center Foundation Board ("NJCCFB")

Attn: Board President
PO Box 1185
New Philadelphia, OH 44663

7. Amendment and Termination

This Understanding may be amended only in writing signed by an authorized representative of both Parties.

This understanding shall terminate immediately in the event that:

- The NJCCFB dissolves.
- The NJCCFB ceases to be a non-profit corporation.

In the event that the NJCCFB ceases to exist, all monies and items of value received or held by the NJCCFB **specifically for the benefit of TuscParks** shall immediately be transferred to the Tuscarawas County Commissioners consistent with federal and state laws and any restrictions as may have been imposed by the donors.

This understanding shall terminate with 30-day notice in the event that:

- Either Party wishes to withdraw from the MOU.

[The bottom of this page is intentionally blank. Signature page is on the next page.]

Memorandum of Understanding between the Tuscarawas County Commissioners and the Norma Johnson Conservation Center Foundation Board.

8. Signatures

Tuscarawas County Commissioners

Norma Johnson Conservation Center Foundation

Chris Abbuhl, absent
Commissioner Abbuhl, Board President

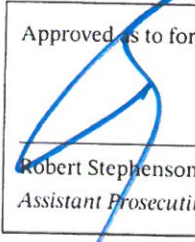

Eric Leindecker, Chair


Commissioner Landis


Commissioner Metzger

April 11, 2022
Date

April 11, 2022
Date

Approved as to form:

Robert Stephenson II
Assistant Prosecuting Attorney

Discussion: Jesse Rothacher, Park Manager, stated when the Commissioners accepted the additional property at the Norma Johnson Center, this brought new responsibilities with it. The Norma Johnson Conservation Center Foundation Board and the Park Department needed to organize mutual expectations, the Park Department, Commissioners and the Foundation Board worked together to review a series of understandings that would shape our ongoing relationship. After several months, this new MOU is the final result, and it should work to benefit everyone as the Norma Johnson Center is improved and developed in partnership with the Foundation Board. The Board does a great deal of volunteer work and fund-raising and have really helped shape the center into what it is today.

Eric Leindecker, Board Member, thanked everyone for their patience during this process. The Board is looking forward to working with the Commissioners, Jesse and Marsha. There are a lot of things going on behind the scene now and everyone is looking forward to what is to come at the Norma Johnson Center.

Commissioner Metzger finished by saying there are great things coming from this department and things are moving forward. Commissioner Landis thanked everyone for the cooperation and the end result.

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

RESOLUTION (305-2022) RECOGNITION – EAGLE SCOUT – CALEB MEEK

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following recognition of Caleb Meek attaining rank of Eagle Scout.

Commissioner Metzger read the following recognition into the record:

RECOGNITION

Caleb Meek for Attaining the Rank of Eagle Scout

WHEREAS, becoming an Eagle Scout is the highest rank attainable in the Boy Scouts of America, with years of hard work, rank advancement projects, and week to week dedication being the hallmarks of this honor; and

WHEREAS, according to the National Eagle Scout Association, roughly only five percent of all Boy Scouts become Eagle Scouts, approximately only 2.6 million since 1912, the year of the first Eagle Scout; and


WHEREAS, it is estimated that in 2019, young men performing their Eagle Scout projects provided \$218.1 million worth of service to communities throughout the United States; and

WHEREAS, Caleb Meek, from Boy Scout Troop 91 in Sugarcreek, Ohio, oversaw the installation and completion of a resting station along the accessible trail above the Conversation Pond at the Norma Johnson Center

WHEREAS, Caleb Meek was recently awarded the rank of Eagle Scout, the highest award in scouting, a rank achieved, and work ethic demonstrated by few within Tuscarawas County; and

WHEREAS, Caleb Meek has also helped with another Eagle Scout project, he also helps repair boards on the paths, volunteers at the fall festival and scarecrow making at the Norma Johnson Center .

THEREFORE, be it resolved by the Tuscarawas County Board of Commissioners to hereby recognize Caleb Meek for his achievement in becoming an Eagle Scout, and commend him on his remarkable service to his community in Tuscarawas County.



Chris Abbuhl
Chris Abbuhl

Kerry Metzger
Kerry Metzger

Al Landis
Al Landis

Commissioner Landis congratulated Caleb Meek on this accomplishment. Caleb is paving the road for the future. A young person that has the drive and tenacity to complete the process of becoming an Eagle Scout shows leadership. Mr. Landis looks forward to watching Caleb grow in his career and

continue to be active in the community. Thank you for everything you do, thank you to the parents, it is not easy and it is a time commitment.

Commissioner Metzger welcomed Caleb into the fraternity known as an Eagle Scout. Mr. Metzger became an Eagle Scout in 1970 in Pennsylvania. Mr. Metzger understands what it takes to become an Eagle Scout because he went through the same process. It is a very prestigious award, it takes determination, goal setting, great work ethic and perseverance, and very few reach this rank. Mr. Metzger advised Caleb to utilize the attainment of this award in everything he does because this award will carry respect. There is a strong bond between the parent and scout who also helped Caleb achieve this award.

Caleb Meek thanked the Commissioners for the award.

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

RESOLUTION (306-2022) RENEWAL – MULTI-AGENCY RADIO COMMUNICATION SYSTEM (MARCS) – SHERIFF’S OFFICE

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to renew the MARCS Mobile Voice Delivery System Advanced System Key Release and Terms of Use as requested by Lieutenant Ryan Lawrence, 911 Director.

Discussion: Commissioner Metzger clarified this is an annual contract that must be done every year to get the keys renewed and updated.

Commissioner Landis stated in reviewing the paperwork, it looked like standard procedure, but the fact that the Sheriff’s Office and Bob Stephenson, Assistant Prosecuting Attorney, signed off on it gave Mr. Landis a level of confidence to move forward with document.

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

RESOLUTION (307-2022) HARCATUS REAPPOINTMENTS 2022-2024 – ROBERT BAKER AND JOEL DAY

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to reappoint Robert Baker AND Joel Day as the HARCATUS Tri-County Community Action Organization’s (C.A.O.) Inc. Board as the preferred public official designation, and reappoint Tricia NcNutt as the HARCATUS Tri-County C.A.O. Inc. Board Alternate for Robert Baker as the preferred public official designation and Jami Bailey as the HARCATUS Tri-County C.A.O. Inc. Board Alternate for Joel Day as the preferred public official designation.

These appointments will be effective for a two-year term beginning June, 2022, and terminating June 30, 2024.

Discussion: Commissioner Metzger thanked Mayor Day and Robert Baker for serving again with this important organization. Their time and effort is greatly appreciated.

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

RESOLUTION (308-2022) PAY BILLS

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

Meeting Date 04/11/2022

911

| | | |
|---------------------------|--------------------|------------|
| Agille Networks | Fiberlink Services | \$1,240.00 |
| Ohio State Highway Patrol | LEADS | \$600.00 |
| Language Line Services | Interpreter | \$71.36 |

\$1,911.36

Auditor

| | | |
|-------------------|---------------------|---------|
| Treasurer Tusc Co | Reimb Fuel/Engineer | \$78.90 |
|-------------------|---------------------|---------|

| | | | |
|---|---------------------------------|--------------|--------------|
| Comdoc | HP Printer Maintenance | \$174.80 | |
| | | | \$253.70 |
| Child Support | | | |
| Dominion Energy | Service | \$572.03 | |
| Action Now | Pest Control | \$47.00 | |
| Frontier | Fax Service | \$53.98 | |
| Staples Business Credit | Supplies | \$41.58 | |
| Go Shred | Shredding Services | \$207.00 | |
| | | | \$921.59 |
| Clerk of Courts | | | |
| Staples | Supplies | \$114.89 | |
| Staples | Supplies | \$20.89 | |
| Blooms | Supplies | \$1,408.26 | |
| Blooms | Supplies | \$291.74 | |
| First Federal | Service | \$127.29 | |
| Xerox | Service | \$22.34 | |
| Independence Business Supply | Supplies | \$33.00 | |
| Independence Business Supply | Supplies | \$33.00 | |
| | | | \$2,051.41 |
| Commissioners | | | |
| Wayne Garage Door | Annual Fire Door Inspection/JFS | \$225.00 | |
| Multi County Juvenile Attn System | Second Quarter 2022 | \$350,126.19 | |
| Ohio State University Extension | First Quarter 2022 | \$64,524.50 | |
| NP Water Dept | Service | \$199.10 | |
| NP Water Dept | Service | \$203.36 | |
| NP Water Dept | Service | \$335.85 | |
| Koorsen | Fire Alarm System/Dog Pound | \$8,000.00 | |
| Mike's Body Shop | Insurance/Repairs | \$3,025.10 | |
| MNJ Technologies | Computer Equipment/Auditor | \$1,206.00 | |
| MNJ Technologies | Computer Equipment/HR | \$402.00 | |
| Menards | Supplies | \$132.05 | |
| Staley Technologies | Access Control/CSEA | \$14,705.00 | |
| Comdoc | Supplies | \$38.23 | |
| Lowe's Business Account | Supplies | \$145.68 | |
| Frontier | Service | \$48.89 | |
| Ziegler Tire | Insurance/Repairs | \$195.74 | |
| Ziegler Tire | Insurance/Repairs | \$1,342.28 | |
| | | | \$444,854.97 |
| Common Pleas | | | |
| MNJ Technologies | Microsoft Office | \$402.00 | |
| | | | \$402.00 |
| Community & Economic Development | | | |
| Tusc Co Health Dept | Evaluation/CHIP | \$94.00 | |
| Tusc Co Health Dept | Evaluation/CHIP | \$94.00 | |
| EnviroHab LLC | Lead Assessment/CHIP | \$400.00 | |
| | | | \$588.00 |
| Community Corrections | | | |
| MNJ Technologies | Computers & Printers | \$7,712.00 | |
| | | | \$7,712.00 |
| Coroner | | | |
| Axis Forensic Toxicology | Tox Screen | \$670.00 | |
| | | | \$670.00 |
| Dog Pound | | | |
| NP Water Dept | Service | \$79.82 | |
| Maple Valley Fence | Outside Kennel Run Fencing | \$21,932.75 | |
| Kimble | Service | \$151.00 | |

| | | | |
|----------------------------------|-----------------------------|-------------|-------------|
| | | | \$22,163.57 |
| Emergency Management | | | |
| Michael Baker International | Professional Services | \$2,842.00 | |
| Parkway Auto Group | Service | \$263.28 | |
| | | | \$3,105.28 |
| Engineer | | | |
| Triple R Trailer | Repairs/Parts | \$420.00 | |
| Twin City Automotive | Repairs | \$296.89 | |
| NP Water Dept | Water/Sewer/Trash | \$490.74 | |
| Kimble Recycling | Trash Dumpsters PW & NP | \$81.00 | |
| Kimble Clay & Limestone | Materials per bid | \$8,897.89 | |
| Cargill Inc | Salt per bid | \$31,805.32 | |
| RJ Wright & Sons | Gas & Fuel Oil per bid | \$39,148.53 | |
| Holmes Wayne Electric | Service | \$23.50 | |
| | | | \$81,163.87 |
| Human Resources | | | |
| National PELRA | Membership | \$215.00 | |
| | | | \$215.00 |
| Information Technology | | | |
| Horizon | Internet Connection | \$608.00 | |
| | | | \$608.00 |
| Juvenile/Probate | | | |
| Adam Wilgus | Lunch Meeting Reimbursement | \$81.40 | |
| | | | \$81.40 |
| Law Library | | | |
| Thomson Reuters | Westlaw Plans | \$1,662.77 | |
| Matthew Bender & Co | Books | \$1,150.08 | |
| | | | \$2,812.85 |
| Park Department | | | |
| United Rentals | Portable Restroom/CLP | \$70.00 | |
| Menards | Supplies | \$38.70 | |
| | | | \$108.70 |
| Recorder | | | |
| Xerox | Base Copy Charges | \$82.26 | |
| Crystal Springs | Water/Rental | \$28.00 | |
| | | | \$110.26 |
| Sheriff | | | |
| Bureau of Criminal Investigation | CCW Background Checks | \$3,155.25 | |
| Helbling's | Supplies | \$145.00 | |
| Joe Mullet/Holmes County | Confidential Funds | \$5,000.00 | |
| Dominion Energy | Service | \$3,325.38 | |
| Sysco Food Service | Inmate Food | \$4,574.83 | |
| Dutch Creek Foods | Inmate Food | \$5,639.42 | |
| Dutch Creek Foods | Inmate Food | \$1,323.69 | |
| Nickles Bakery | Inmate Food | \$473.34 | |
| Fedex | Express Shipping | \$25.90 | |
| Ohio State Highway Patrol | Drug Toxicology | \$177.00 | |
| Keith Limbacher | Training Reimb | \$259.00 | |
| State Chemical Solutions | Supplies | \$166.50 | |
| Fenton Brothers | Supplies | \$334.30 | |
| Staley Technologies | Supplies | \$115.84 | |
| Sirchie | Supplies | \$66.54 | |
| Lite Tactical Solutions | BP Vest Plates | \$1,900.00 | |
| Capital Tire | Cruiser Repairs | \$664.96 | |
| Verizon Wireless | Cell Phone Service | \$778.21 | |
| | | | \$28,125.16 |
| Treasurer | | | |

| | | | |
|--------------------------------------|--------------------|------------|--------------|
| County Treasurer's Association of OH | Registration | \$300.00 | \$300.00 |
| Veterans | | | |
| Charter Communications | Services | \$229.11 | |
| Verizon Wireless | Service | \$88.87 | |
| Parkway Auto Group | Service | \$58.05 | \$376.03 |
| Water & Sewer | | | |
| Fitzpatrick Zimmerman & Rose | Legal Fees | \$42.50 | |
| Missions Communications | Service Renewal | \$1,162.80 | |
| Modern Auto & Truck Parts | Materials | \$298.27 | |
| MNJ Technologies | Materials | \$81.00 | |
| USA Bluebook | Equipment | \$103.82 | |
| Fitzpatrick Zimmerman & Rose | Legal Fees | \$53.00 | |
| ADR & Associates | Project # DD-22-01 | \$474.39 | |
| ADR & Associates | Project # DD-22-01 | \$7,659.61 | |
| ADR & Associates | Project # DD-22-01 | \$7,659.61 | |
| American Electric Power | Service | \$353.29 | |
| Frontier | Service | \$54.11 | |
| Fenton Brothers | Materials | \$261.84 | |
| USA Bluebook | Materials | \$770.00 | |
| Enger Auto | Materials | \$109.40 | |
| Lawrence Twp | Materials | \$218.00 | |
| MNJ Technologies | Materials | \$81.00 | |
| Miller Septic | Maint/Repairs | \$4,645.00 | |
| JA's Auto Service | Maint/Repairs | \$688.49 | |
| Fitzpatrick Zimmerman & Rose | Legal Fees | \$95.75 | |
| Fitzpatrick Zimmerman & Rose | Legal Fees | \$63.75 | |
| Frontier | Service | \$50.14 | |
| Eric Hykes | Training/Education | \$45.86 | |
| Newcomerstown Water | Sewage Disposal | \$8,787.80 | |
| Rhino Linings of Strasburg | Bed Liner | \$599.00 | |
| MNJ Technologies | Equipment | \$1,058.50 | |
| National Road Utility | Materials | \$1,506.60 | |
| Columbia Gas | Utilities | \$518.33 | |
| Holmes Wayne Electric | Service | \$1,301.00 | |
| Kimble Recycling | Container Service | \$55.50 | |
| Tusc Co Commissioners | Postage Meter Use | \$1,252.01 | |
| USA Bluebook | Equipment | \$503.90 | |
| MNJ Technologies | Equipment | \$1,058.50 | |
| Buckeye Mobile Power Wash | Services | \$900.00 | |
| Virtual DataWorks | New User License | \$234.00 | |
| Ohio Utility Protection Service | Manual Callouts | \$16.00 | |
| Columbia Gas | Utility | \$1,066.62 | |
| American Electric Power | Service | \$222.77 | |
| RJ Wright & Sons | Fuel | \$1,508.83 | |
| Water Environment Federation | Membership | \$170.00 | \$45,730.99 |
| | GRAND TOTAL | | \$644,266.14 |

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

Discussion: Tom Corey, District 11 Deputy Director of Ohio Department of Transportation (ODOT), Lauren Borell, Public Information Officer for ODOT, and Brandon Anderson, Employee of ODOT were present to talk about work zone safety. Mr. Corey wanted to bring awareness to highway safety week and turned the meeting over to Ms. Borell. Lauren stated this week is National Work Zone Safety Awareness Week, it is a yearly event, and it is a week to recognize the importance of work zone safety across the nation. ODOT does not take this lightly on any given day because this is so important for the safety of the employees working on the highways and the contractors. There will be outreach events statewide to get the word out there and spread the importance of work zone safety.

Mr. Corey stated the biggest thing ODOT is working on is distracted driving. It is amazing that after all of these years, we still have to talk about driving while under the influence, wear your seatbelt, slow down and distracted driving. There is some statistics that support within 5 minutes of an accident, over 50% of people had some type of interaction with their cell phone device before impact. It is not just cell phones, it is putting on make-up, reaching in the back seat for something, paying attention to children, so many different things take away our focus, but just put the phones down and put the distractions away and don't drive distracted. This will help protect the 300+ ODOT employees in Tuscarawas County and the 5,000+ employees statewide.

Brandon Anderson stated there have been a lot of close calls lately. People are driving way to fast on the highways and where the workers are. The ODOT employees have families they would like to go home to every night just like the distracted driver.

Commissioner Metzger wanted to know if there were any statistics on how much longer the reaction time is for a distracted driver? Ms. Borell stated that for every 5 seconds you look at your phone, you drive the distance of a football field, depending on your speed.

Commissioner Landis wanted to know what safety precautions ODOT takes in a work zone to keep workers safe. Ms. Borell replied employees wear highly visible clothing, hard hats, there are lights, crash attenuators with arrow boards, cones and barrels. Employees are trained to not turn their backs on traffic, watch out for each other and being aware of what is going on around them. Mr. Landis asked if putting the strobe lights on the back of the snow plows has stopped people from running into the backs of them. Mr. Corey stated it has helped, but people are still doing it. There has been a decline in accidents.

There will be a major road rehabilitation starting July 6, 2022 from State Route 800/US 250 in Dennison to 151. This is a 4 mile stretch of highway and it will be a full shut down. There will be many detour roads that can be taken to get around the roadwork.

RESOLUTION (309-2022)

PROCLAMATION – NATIONAL WORK ZONE AWARENESS WEEK – APRIL 11 – APRIL 15, 2022

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following resolution proclaiming April 11 – April 15, 2022 as National Work Zone Awareness Week.

Commissioner Metzger read the Proclamation into the record:

PROCLAMATION

NATIONAL WORK ZONE AWARENESS WEEK

APRIL 11 - 15, 2022

Whereas, highway construction work and repairs to roadways must be done while highway construction workers are open to traffic putting both motorist and workers at risk every day; and

Whereas, workers diligently continue to improve, rebuild and maintain roadways so that motorists can safely and efficiently travel; and

Whereas, the key message is for drivers to use extra caution in work zones. Last year, there were 4,796 crashes in Ohio work zones, 35% of them occurred with workers present. Sadly, 30 people were killed in 26 of those crashes. ODOT workers, vehicles, and equipment were hit 154 times last year; and

Whereas, accidents can be prevented by setting aside distractions, using extra caution, reducing speed, and giving a work zone your undivided attention when motoring; and

Whereas, Ohio Department of Transportation is dedicated to insuring the safety in work zones for workers, motorists, passengers, bicyclists, and pedestrians; and

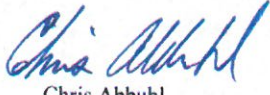
Whereas, the Federal Highway Administration will kick off the 2022 roadway construction season with "National Work Zone Awareness Week" on April 11- 15; and


Whereas, Ohio Department of Transportation urges all motorists to continue to recognize the responsibility that comes with driving a motor vehicle and the importance of maintaining safe and smart driving habits during the construction season and at all times when operating a motor vehicle; and


Whereas, Ohio Department of Transportation reminds motorists that "hands on" use of cell phones, as well as sending, reading, or composing an electronic message while driving is prohibited at all times, and that motorists are required to slow down and change lanes, if possible, when approaching an emergency, construction, or maintenance vehicle that is stationary and displaying flashing, red, blue, white or amber lights.

NOW THEREFORE, Tuscarawas County Board of Commissioners do hereby resolve to promote roadway safety and call upon motorists to acquaint themselves with the rules of the road, to remain alert and vigilant when motoring, and to recognize the contributions of those who work in construction zones as they work to maintain and enhance our highways and roadways.

BOARD OF COUNTY COMMISSIONERS
TUSCARAWAS COUNTY, OHIO


 Chris Abbuhl


 Kerry Metzger


 Al Landis

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

OTHER BUSINESS: *Commissioner Metzger recommended going to Tuscora Park Pavilion on Wednesday evening, April 13, 2022, the Park Department is holding a program regarding ticks and the issues ticks bring forth. There will be speakers and Mr. & Mrs. Metzger will be on the panel talking about the personal side of Lyme Disease.*

Commissioner Landis wanted to speak about the country we live in and the fact that we have religious freedom. This is Easter week and Passover. We are blessed to live in a country where we can worship the way we believe open and freely. The country is not perfect, but it is ours and we are free.

RESOLUTION (310-2022) ADJOURN


It was moved by Commissioner Landis, seconded by Commissioner Metzger, to adjourn at 9:47 a.m. to meet in Regular session Wednesday, the 13th day of April, 2022


VOTE: Chris Abbuhl, absent;
Kerry Metzger, yes;
Al Landis, 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.

Absent

Chris Abbuhl


Kerry Metzger


Al Landis

Attest:


Clerk