

# September 20 , 2023

## Agenda

*Lord's Prayer*  
*Pledge of Allegiance*

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9:15 a.m. Don Ackerman, Apiary , Update on Apiary Inspection  
9:30 a.m. Executive Session – Personnel – ORC 121.22 (A)(1)

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Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (1)

Amend Resolution (793-2023) – Supplemental Appropriations 9-13-23

Approve Transfer of Funds (1)

Award Bid – Tuscarawas County Office Bldg. – Sheriff's Office

Amendment for Exhibit B – Electricity Purchasing Program – CCAO Service Corp.

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 20<sup>th</sup> DAY OF SEPTEMBER, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl  
Kristin Zemis  
Greg Ress

Commissioner Chris Abbuhl presiding.

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

### RESOLUTION (800-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the minutes from the September 18, 2023 meeting as written.

**VOTE:** Chris Abbuhl, yes;  
Kristin Zemis, yes;  
Greg Ress, yes;

### RESOLUTION (801-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Zashin & Rich Co LPA	Commissioners	\$2,329.70

**VOTE:** Chris Abbuhl, yes;  
Kristin Zemis, yes;  
Greg Ress, yes;

**RESOLUTION (802-2023) SUPPLEMENTAL APPROPRIATIONS**

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer Department	E-1310-P000-P34	E-1310-P000-P37	\$6,650.00	Fuel costs

**VOTE:** Chris Abbuhl, yes;  
 Kristin Zemis, yes;  
 Greg Ress, yes;

**RESOLUTION (803-2023) AMEND RESOLUTION (793-2023) – SUPPLEMENTAL APPROPRIATIONS**

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to amend Resolution (793-2023) Supplemental Appropriations. The supplemental from County Auditor for \$1,500 should have been a Transfer of Funds.

DEPARTMENT	FROM	TO	AMOUNT	REASON
Road & Bridge	E-1200-K000-K40	E-1190-K000-K13	\$20,000.00	Equipment purchase
Juvenile Court	E-1565-S068-S50	E-1565-S068-S06	\$1,500.00	Insufficient Funds
Water & Sewer Dept	E-1300-P300-P16	E-1300-P000-P08	\$8,140.00	Stone Creek WWTP Project SC-21-01 expenses (surveying and geotechnical engineering services)
Auditor's Office	E-2000-U056-U99	E-2001-U056-U52	\$500,000.00	To provide additional funding for construction services for the construction of a multi-purpose building. This allocation is from the ARPA Lost Revenue per Commissioners Resolution 782-2023
Auditor's Office	E-1410-S010-S05	E-1410-S010-S04	\$1,500.00	Appropriation adjustment between accounts needed to provide for distribution of levy collections
Auditor's Office	E-2000-U056-U99	E-2000-U056-U71	\$20,000.00	To provide additional funding for the administration of the ARPA grant per Commissioners Resolution 782-2023
Auditor's Office	E-1410-S010-S10	E-1410-S010-S04	\$30,200.00	Tax receipts exceeded expectations. Additional appropriation needed to release remaining funds to Senior Center

**VOTE:** Chris Abbuhl, yes;  
 Kristin Zemis, yes;  
 Greg Ress, yes;

**RESOLUTION (804-2023) TRANSFER OF FUNDS**

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Auditor	E-1410-S010-S05	E-1410-S010-S04	\$1,500.00	Appropriation adjustment between accounts needed to provide for distribution of levy collections

**VOTE:** Chris Abbuhl, yes;  
 Kristin Zemis, yes;  
 Greg Ress, yes;

**DISCUSSION:** *Commissioner Abbuhl* stated the architect's estimate was \$150,000. The bid came in at \$113,500. *Commissioner Ress* and *Commissioner Zemis* both stated they were happy this project came in under budget and is going to finally be started.

**RESOLUTION (805-2023) AWARD BID – TUSCARAWAS COUNTY OFFICE BUILDING – SHERIFF’S OFFICE**

It was moved by Commissioner Zemis, seconded by Commissioner Ress to Award Bid from Haugh Construction, dba. Benchmark Construction recommended by B.A. Widder Architectural Services in relation to the Tuscarawas County Sheriff’s Office at the Tuscarawas County Office Building. This Resolution also authorizes the President and/or Vice-president of the Board of Commissioners to sign all documents relating to the awarding and execution of said contract with Haugh Construction, dba. Benchmark Construction.



407 4th Street NW Suite B New Philadelphia, Ohio 44663  
 Phone 330-339-4054 Fax 330-339-4219 e-mail: bruce@bawidderarch.com

September 14, 2023

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

RE: Bids  
 Tuscarawas County Sheriff’s Office at the  
 Tuscarawas County Courthouse Annex

Commissioners:

After receiving/reviewing and consulting with the apparent low bidder of the above referenced project, it is my recommendation that we accept the quote of \$113,500.00 including alternate #2 submitted by “Haugh Construction LLC., dba Benchmark Construction”, Architect’s estimate was \$150,000.00.

Also, I would recommend that we have a meeting to discuss scheduling with contractors before signing a formal contract.

Respectfully submitted,

Bruce A. Widder, AIA

**VOTE:** Chris Abbuhl, yes;  
 Kristin Zemis, yes;  
 Greg Ress, yes;

**RESOLUTION (806-2023) AMENDMENT FOR EXHIBIT B – ELECTRICITY PURCHASING PROGRAM**

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to amend Exhibit B of the Electricity Purchasing Program of the CCAO Service Corporation.

**First Amendment for Exhibit B. Electricity Purchasing Program**

This is First Amendment to Exhibit B to the Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of September 20, 2023, among the **CCAO Service Corporation** ("CCAOSC"), an Ohio for-profit corporation, the **County of Tuscarawas**, a political subdivision of the State of Ohio (“[Company] County”), **CCAOSC Energy Solutions**, a subsidiary of Palmer Energy Company, Inc. (the “Manager”), collectively called “Parties”.

**SECTION 1. PROGRAM.** [Company] County has evaluated its interests and decided to join the CCAOSC Electricity Purchasing program which is detailed in this Exhibit.

**SECTION 2. ADDITIONAL DEFINITIONS.** The definitions listed in the base Participation Agreement continue in this Exhibit.

"Electricity Supply Agreement" means an agreement between a Supplier and Participants for the purchase of electric generation supplies to various facilities, effective for a period to be set forth in that agreement(s) (unless previously terminated), subject to the terms and conditions thereof.

"EDU" means the applicable local electric distribution utility company serving [Company] County's facilities.

**SECTION 3. SUPPLY OF ELECTRICITY**

**A. Purchase of Electricity.** On or about the date hereof, the Authorized Estimator shall certify to CCAOSC or the Manager the estimated monthly electricity consumption during the Program Term and/or a list of facilities to be included in the Program for the [Company] County's facilities that will be participating in the Program (the "[Company] County Estimate"). CCAOSC or the Manager shall estimate [Company] County's quantity of electricity to be purchased (the "Quantity") and shall make the necessary arrangements for [Company] County to purchase the Quantity from the Supplier(s) for such periods and pricing as determined by the Manager; provided that such actions shall be in the best interests of the Participants.

**B. Aggregation of Electricity.** Upon agreement by the Board of Participants, adopted at its annual meeting on October 19, 2022, this Program shall initiate an optional conversion from an individual Participant purchase process to an aggregated purchase process ("Aggregation"). If [Company] County agrees to participate in the aggregation of electricity by writing "YES" in the "Agreement to Electric Aggregation of Facilities" box on page 4 of this Amended Exhibit, the Manager will include [Company] County in the aggregation of electricity purchases for its facilities of the Aggregation Participants where it is anticipated to be practical and economically beneficial for Participants. [Company] County authorizes the Manager with approval of the Energy Executive Committee to utilize its limited Power of Attorney to sign Electric Supply Agreements in connection with the purchase of the consumption necessary to supply the Aggregation for [Company] County and various other counties.

It is understood that differences between the [Company] County Estimate and the [Company] County's actual consumption may occur. The Manager is authorized to make adjustments for differences between estimated and actual consumption for [Company] County and for all of the Participants, as a group taken as a whole.

In the event [Company] County's monthly consumption exceeds its estimated consumption; such incremental use shall first be secured from other Aggregation Participants if such Aggregation Participants have excess supplies. In the event other Aggregation Participants have insufficient excess supplies, additional supplies shall be secured from the supplier(s), its designee, or EDU. Each Aggregation Participant shall be responsible for the cost of electricity, generation capacity and other costs attributable to securing their actual consumption.

In the event [Company] County's monthly consumption is less than estimated, [Company] County shall be responsible for the cost of electricity, generation capacity and other costs attributable to securing their actual consumption plus, to the extent the supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cash-out, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

**D. Payments by Participant.** [Company] County agrees to pay to the Supplier(s) all amounts legally owed within the allotted time frame permitted under the Electricity Supply Agreement. This time frame will normally be determined by the EDU standard payment terms unless the supplier decides to bill separately. Timely payment of all amounts owed is essential to the Program.

**E. Program Administrative Fees.** Included in the supplier(s) electricity costs paid by [Company] County to the Supplier will be the Program Administrative Fee that shall be \$0.0013 per kWh (kilowatt-hour) consumed. In the event the Supplier(s) refuses to include Program Administrative Fee in the electric costs invoiced to [Company] County, a separate invoice shall be issued in the same per unit amount. Separately invoiced Program Administrative Fees shall be due to the Manager within 30 days of the invoice date.

**F. Sole Supplier.** During the Program Term, if the supplier(s) agrees to supply all [Company] County's electricity requirements for participating facilities pursuant to the supply agreement, [Company] County agrees to purchase all such requirements for any facilities included in the Program from the supplier(s).

**G. Notice of Material Change in Usage.** During the Program Term, [Company] County may make material changes or additions to its physical facilities or experience closure of facilities, planned or unplanned. [Company] County agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease electricity usage by ten percent (10%) or more per year for [Company] County.

**H. Arrangements with the EDU.** In the event that the EDU requires [Company] County to enter into or [Company] County negotiates a separate agreement with the EDU for the distribution of electricity to [Company] County's facilities, [Company] County shall consult with CCAOSC or the Manager concerning the terms of the proposed agreement prior to entering into any such agreement. If CCAOSC and the Manager determine that the terms of the proposed agreement between [Company] County and the EDU are consistent with the Program, [Company] County shall cooperate with CCAOSC and the Manager to secure approval of that agreement from the Public Utilities Commission of Ohio, if required.

#### **SECTION 4. PROGRAM SERVICES.**

- A. **Manager Services.** The Manager shall assist [Company] County in various electricity cost reduction and control efforts such as securing proposals for electricity supplies to serve [Company] County's various facilities. Manager shall also periodically evaluate the EDU rates charged to [Company] County; provide recommendations on various purchase mechanisms regarding term, methodology (e.g. fixed, float, on-peak/off-peak) and other forms of pricing for electricity supply.
- B. **Legal Services.** The Manager and CCAOSC will utilize outside legal counsel with energy expertise and the Ohio Prosecuting Attorney's Association to identify legal assistance in evaluating Electric Supply Agreements on behalf of the Participants in the Program. Such assistance shall be paid out of the Program Administrative Fee included in the Participant's generation supply costs.
- C. **Letter of Exclusive Authorization.** Upon request, [Company] County shall execute a letter of exclusive authorization ("LOE") on its letterhead for use by the Manager. This LOE provides the Manager the authority to execute any letters of authorization necessary to securing pricing from various potential suppliers, obtain billing, rate, demand, use, load profile, PLC's, interval and all other information from the EDU necessary to obtain electric supply pricing for [Company] County's consideration. This Agreement also provides the Manager authority to request any same information from the existing supplier(s) that it would otherwise obtain from the EDU including but not limited to use, demand, interval data, contracts, PLC's, load profile and EDU rate codes.
- D. **Power of Attorney.** To facilitate the operation of the Program, [Company] County agrees to authorize, execute and deliver to the Manager the limited Power of Attorney in substantially the form attached to this Exhibit.
- E. **Participant Discretion.** Any contract for electricity supplies shall be at the discretion and approval of [Company] County unless [Company] County specifically authorizes CCAOSC or Manager to execute the agreement as Agent or Attorney-in-Fact or [Company] County elects to join the Aggregation under Section 3B this provision is subordinate to that Section. To join the Aggregation [Company] County must authorize this on the signature page of this Amended Exhibit.

**SECTION 5. PROGRAM TERM.** The Initial Program Term of this Amended Exhibit shall begin from the later of the Effective Date of this Amended Exhibit or the end of [Company] County's existing Electric Supply Agreement. The Initial Program Term will end December 31, 2033; provided that if the Electric Supply Agreement with a Supplier extends beyond the Initial Program Term, the Program Term shall expire on the expiration date of the Electric Supply Agreement. This Agreement shall be extended for an additional Term ("Renewal Term") of five (5) years, upon written consent of both parties before the expiration of the Initial Program Term.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, Tuscarawas County, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

CCAO SERVICE CORPORATION

By: \_\_\_\_\_  
209 East State Street  
Columbus, OH 43215

COUNTY OF Tuscarawas

Date of Adoption  
of Approving Ordinance or  
Resolution

By: Rhonda Jaxolan  
Address: 125 East High Ave  
New Philadelphia, OH 44663

September 20, 2023

COUNTY OF Tuscarawas, OHIO  
Agreement to Electric Aggregation of Facilities



Approved As to Form  
By: Stephen W. Beard  
(Asst.) Prosecuting Attorney

CCAOSC ENERGY SOLUTIONS

By: \_\_\_\_\_  
5577 Airport Highway, Suite 101  
Toledo, OH 43615

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of [Company], Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 20\_\_ under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Fiscal Officer \_\_\_\_\_

County of [Company], Ohio

Dated: \_\_\_\_\_, 20\_\_

*Power of Attorney and Agreement  
CCAOSC Electricity Purchasing Program Only*

Know all men by these presents that the undersigned (hereinafter called "[Company] County") hereby appoint(s) CCAOSC Energy Solutions (CCAOSCES), a subsidiary of Palmer Energy Company located at 5577 Airport Highway, Suite 101, Toledo, Ohio 43615, as Attorney in fact to act in [Company] County's capacity to do every act that [Company] County may legally do through an Attorney in fact, so it may join a CCAOSC electricity purchasing program designed to purchase electricity for [Company] County's various facilities accepting electric distribution service from an EDU. [Company] County acknowledges that this program will benefit the CCAOSC.

The said Attorney in fact is hereby empowered and authorized to take all actions necessary to implement and administer this CCAOSC electricity purchasing program and in the name of [Company] County including the execution of all relevant documents such as letters of authorization and documents with the electric distribution utility (EDU) necessary to implement the Program. CCAOSCES is authorized

to execute Electric Supply Agreement(s) that do not exceed ten years in duration if [Company] County provides CCAOSCES written authorization or if the Energy Executive Committee, acting within its authority under this Agreement, authorizes CCAOSCES to sign such Electric Supply Agreement(s). Such contract(s) shall be in the name of [Company] County and the CCAOSCES shall have no authority to obligate [Company] County to indemnify any party or exceed [Company] County's financial exposure beyond the provisions of the Agreement.

The said Attorney in fact is also empowered and authorized to directly receive all bills from [Company] County's EDU. [Company] County authorizes CCAOSCES to insert and remove its account(s) from various supplier aggregation pools at CCAOSCES discretion. CCAOSCES shall notify [Company] County of any changes of supplier.

By executing this Limited Power of Attorney and Agreement, [Company] County's electric requirements may be grouped together with other entities who participate in the CCAOSC program. CCAOSCES shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with [Company] County and [Company] County's actual use among other CCAOSC Participants.

The rights, powers, and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by [Company] County. [Company] County will give CCAOSCES, and its contracted service provider(s) access to all records (as reasonably requested). [Company] County will immediately notify the CCAOSCES and its contracted service provider(s) of any changes in circumstance that could materially affect this usage data, including but not limited to, weather, opening or closing of facilities, damage to existing facilities and conversion to or away from electricity as an energy source.

**County Signatures on Following Page**



Chris Abbuhl  
Tuscarawas County  
Chris Abbuhl  
Signature, Commissioner  
9-20-23 Greg Ress  
Date

Greg Ress  
Tuscarawas County  
Greg Ress  
Signature, Commissioner  
9-20-23 \_\_\_\_\_  
Date

Kristin Zemis  
Tuscarawas County  
Kristin Zemis  
Signature, Commissioner  
9-20-23 \_\_\_\_\_  
Date

**VOTE:** Chris Abbuhl, yes;  
Kristin Zemis, yes;  
Greg Ress, yes;

**RESOLUTION (807-2023)**

**PAY BILLS**

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve payment for the following bills:

**911**

APCO International Inc	Services	\$30.00	
Tritech Software Systems	Zuercher	\$63.35	
			\$93.35

**Auditor**

Joan Gladman	Supplies/Reimbursement	\$235.42	
			\$235.42

**Clerk of Courts**

Xerox	Service	\$59.28	
			\$59.28

**Commissioners**

AEP	Electric Utility	\$2,509.89	
AEP	Electric Utility	\$4,702.13	
AEP	Electric Utility	\$61.94	
AEP	Electric Utility	\$25.36	
AEP	Electric Utility	\$2,320.33	
First Communications	Service	\$30.17	
First Communications	Service	\$88.32	
Frontier	Service	\$598.00	
Grainger	Supplies	\$126.00	
Miller's Clothing & Shoes	Uniform Pieces	\$73.98	
VEIT	Supplies	\$623.88	
			\$11,160.00

**Common Pleas**

Interpreters XP LLC	Services	\$520.00	
Jennifer Lowry	Travel Reimbursement	\$194.96	
MNJ Technologies	Equipment	\$1,057.00	
Qun Wu	Interpreting Services	\$422.79	
			\$2,194.75

**Dog & Kennel**

Action NOW	Services	\$45.00	
Humble Creatures	Services	\$325.00	
Kimble	Service	\$207.75	
Lowe's	Supplies	\$317.88	
Pitt's Fire Extinguisher	Service	\$56.00	
			\$951.63

**Human Resources**

Martin's Mobile Glass	Repair	\$350.00	
Martin's Mobile Glass	Repair	\$290.44	
			\$640.44

**Information Technology**

Dane Leishman	Travel Reimbursement	\$8.64	
GoTo Technologies	License Fee	\$960.00	
			\$968.64

**JFS**

Access Tusc Transit	Aug Non-Emergent Med Runs	\$18,935.70	
Access Tusc Transit	Jul 2023 Transportation	\$11,663.10	
Caring for Kids Inc	Aug Boarding Home Services	\$295,637.41	
Horizons of Tuscarawas & Carr	Transportation/July 2nd Half	\$13,066.08	
Horizons of Tuscarawas & Carr	Transportation/Aug 1st Half	\$9,437.70	
Kennedy Insurance Agency	PRC	\$105.50	
Monique Bailey-Et/Al	Aug Boarding Home Services	\$41,368.00	
Sue L Scott	6-Mths Rent Payments	\$3,120.00	



Tusc Co Water & Sewer Dept	Pump Station Maintenance	\$150.00	
Two J's Garage	PRC	\$255.00	
US Postal Service	Postage	\$2,500.00	
Verizon Wireless	Protective One Talk Service	\$19.13	
Wex Bank	Gas	\$1,767.53	
			\$398,025.15
<b>Sheriff</b>			
Blooms Printing & Design	Supplies	\$550.00	
Bureau of Criminal Investigation	Services	\$3,641.25	
Cole Morris	Travel Reimbursement	\$112.00	
Erwin Septic	Service	\$360.00	
Fenton Bros Electric Inc	Supplies	\$278.00	
First Communications	Service	\$72.82	
G&L Supply	Supplies	\$265.73	
Galls LLC	Supplies	\$633.61	
HC Lobalzo & Sons Inc	Repairs	\$495.78	
John's Sweeper Service	Services	\$39.92	
Jones Family Dentistry	Services	\$410.00	
Kimble Company	Services	\$67.29	
Lowe's	Supplies	\$176.82	
Marcino Enterprises LLC	Tow Service	\$350.00	
Mastercard	Supplies	\$88.84	
Mastercard	Travel Expense	\$30.00	
MNJ Technologies Direct	Supplies	\$260.00	
Model Uniforms	Services	\$100.00	
New Phila Fire Dept	Services	\$132.00	
New Phila Fire Dept	Services	\$132.00	
OPOTA	Training	\$900.00	
OPOTA	Training	\$1,100.00	
OPOTA	Training	\$600.00	
Sherwin Williams	Supplies	\$168.28	
Staples	Supplies	\$136.20	
Staples	Supplies	\$730.96	
United Site Services	Services	\$30.00	
USA Label Express Inc	Supplies	\$1,788.22	
Vance Law Enforcement	Supplies	\$1,540.00	
Verizon Wireless	Service	\$776.81	
Wadsworth Service	Repairs	\$1,022.02	
			\$16,988.55
<b>Southern District</b>			
Best Copier	Service	\$53.29	
Croniser's	Service	\$32.50	
Croniser's	Supplies	\$85.90	
Quill	Supplies	\$155.03	
Travis Collins/Attorney at Law	Services	\$460.00	
			\$786.72
<b>Treasurer</b>			
Tusc Co Recorder	Services	\$76.00	
			\$76.00
<b>Water &amp; Sewer</b>			
AEP	Electric Utility	\$72.02	
Copley Ohio Newspapers Inc	Legal Ad	\$339.12	
Core & Main LP	Materials	\$508.55	
First Communications	Service	\$202.18	
Frontier	Service	\$44.51	
Frontier	Service	\$44.51	
Frontier	Service	\$50.96	

Frontier	Service	\$350.99
Hajoca Corp Rex Pipe & Supply	Furnco	\$36.87
JA's Auto Service	Services	\$63.43
Oster Sand & Gravel	Materials	\$451.11
Stony Point Supply	Materials	\$35.35
Tusc Co Treasurer	Engineering Services	\$2,000.00
Twin City Water & Sewer District	Services	\$6,560.75
WE Quicksall & Assoc	Services	\$2,000.00
		\$12,760.35
	<b>GRAND</b>	
	<b>TOTAL</b>	<b>\$444,940.28</b>

**DISCUSSION:** *Greg Kimble, Kimble Company* was present to give updates on the fairgrounds and what it still needs. **Mr. Kimble** stated they have prepared a cheese storage area. There is now a 10 x 24 ft. refrigerated space to keep food. The fairgrounds are an emergency area in the County. It is the only place that is equipped with water, sewer, power, food prep areas and has the ability and area to house or give temporary shelter to people in need. There are some needs that the fairgrounds have such as the roof on the Commercial Area. It has been leaking for quite some time and is deteriorating. It is an antique wooden structure and a metal roof would last 50 years.

Another need is cell service. During the fair, cell service all but disappears. With more and more depending on cell service, it is an issue, especially when event tickets are purchased and the ticket is on your phone. Customers can not bring their ticket up on their phones to get into the grandstands. Verizon has not kept up with their towers and allowed things to deteriorate thinking they would wait until an upgrade which has not happened. **Commissioner Abbuhl** added there are some dead spots in the County and we, the Commissioners, have been very engaged with this issue. We put \$1 million in our ARPA funds to go towards broadband expansion for the whole County. We are working through the Economic Development Finance and they are trying to leverage those dollars to be able to duplicate it to be able to make a bigger footprint for expansion.

**Mr. Kimble** stated he will be sending a request to T-County Amateur Radio to put two antennas up on the Mathias Raceway Tower. We will provide our own building, generators and batteries backups to provide emergency backup capabilities. **Mr. Kimble** will also be asking for two more antennas to be put up on the Sheriff's Office to be able to communicate from there to Columbus. The **Commissioners** thanked **Mr. Kimble** for he and his family do for the County and they appreciated him coming to meeting to share what has been done to the fairgrounds and what still needs to be done.

**DISCUSSION:** *Don Ackerman, Apiary* was present to give update on the Apiary Inspections. **Mr. Ackerman** has been the "Bee Inspector" for four years. **Mr. Ackerman** stated the job was pretty overwhelming at first, but he took it as an opportunity to get to know the people. **Mr. Ackerman** set three goals when he started this job; 1) Meet the people face to face 2) Learn from the bee keepers and have them learn from him 3) teach himself to slow down and be more careful with what he was doing. He thought he was to rough and to aggressive with the bees. There is approximately 100 sites of bees in Tuscarawas County.

**Mr. Ackerman** said this job has gone way beyond bees. He talks to young and old people and has very interesting conversations with them. He likes the bee owners to be with him when he inspects so he can get to know the owner and the hive. Some of the kids he has worked with have learning disabilities, Amish children standing with him eating peaches that he brought them while he is talking to their father. Teaching children about the inside of the hive and how it works and showing them mites and things that should not be present. The elder people want to talk about their families, churches, activities they are involved with. They are looking at the hives and talking about everything but bees! **Mr. Ackerman** said he enjoys the people more than the bees and getting stung! **Mr. Ackerman** thanked the Commissioners for supporting the Apiary grants and other opportunities that have given to him.

**Commissioner Ress** thanked Don because listening to him speak, you can tell it comes from the heart and we could not have a better person in this role. **Commissioner Abbuhl** stated Don has been a great Ambassador and representation for the County. You are making a difference. We appreciate all of your efforts. Thank you.

**RESOLUTION (808-2023) EXECUTIVE SESSION**

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to move into Executive Session at 9:30 a.m. for the purpose of personnel per ORC 121.22 (A)(1).

ROLL CALL VOTE: Chris Abbuhl, yes;  
 Kristin Zemis, yes;  
 Greg Ress, yes;

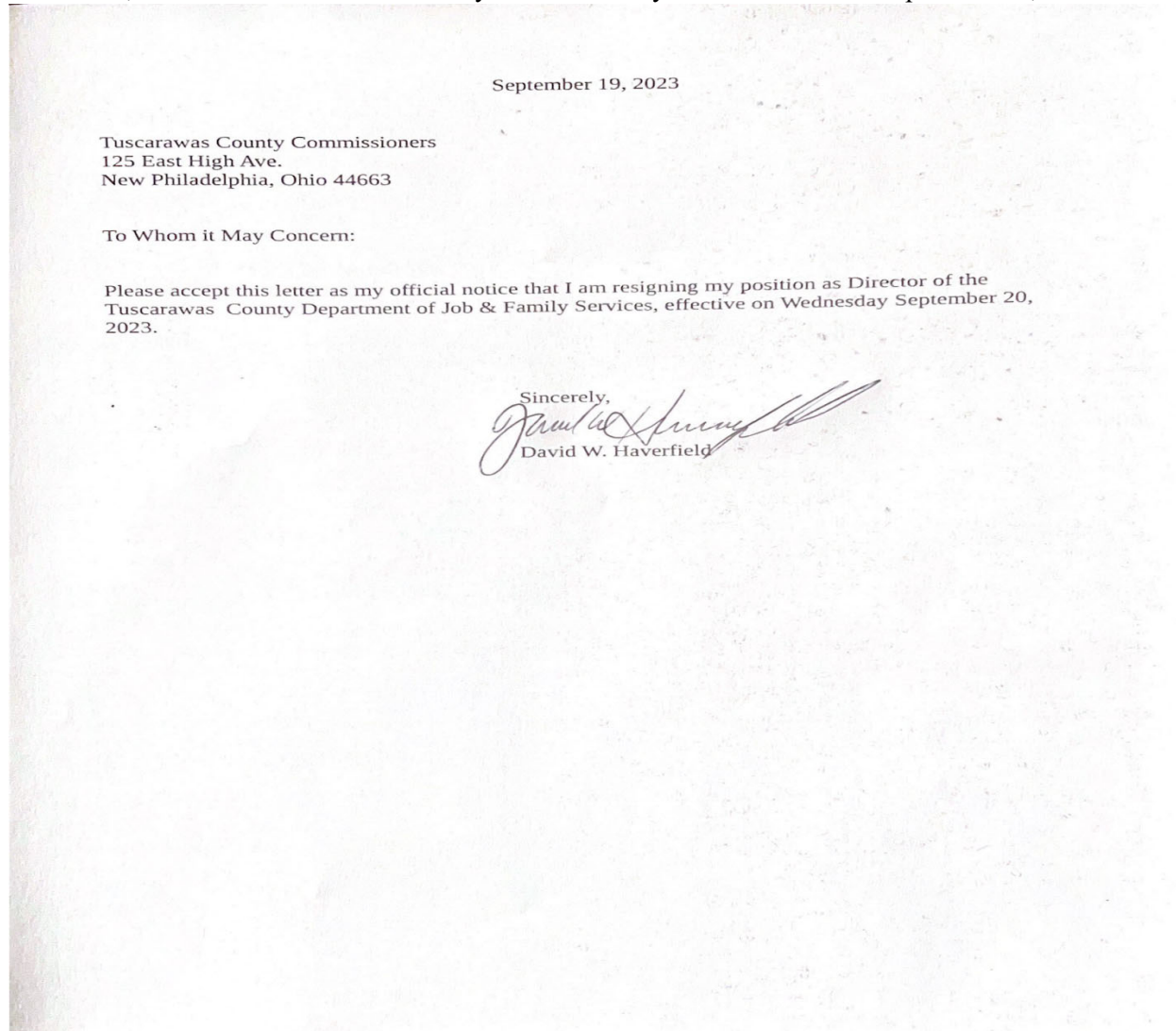
Those present for the Executive Session were as follows:

Chris Abbuhl, Commissioner  
Kristin Zemis, Commissioner  
Greg Ress, Commissioner

Commissioner Abbuhl called the meeting out of Executive Session and back into regular session at 9:47 a.m.

**RESOLUTION (809-2023) ACCEPT RESIGNATION – HAVERFIELD - JFS**

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to accept the resignation of David Haverfield, Director of Tuscarawas County Job and Family Services effective September 20, 2023.



ROLL CALL VOTE: Commissioner Ress, YES  
Commissioner Abbuhl, YES  
Commissioner Zemis, YES

**RESOLUTION (810-2023) ADJOURN**

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to adjourn at 9:50 a.m. to meet in Regular session Monday, the 25th day of September, 2023.

**VOTE:** Chris Abbuhl, yes;  
Kristin Zemis, yes;  
Greg Ress, 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.*

\_\_\_\_\_  
Chris Abbuhl

\_\_\_\_\_  
Kristin Zemis

\_\_\_\_\_  
Greg Ress

\_\_\_\_\_  
Attest: Rhonda Jordan, Clerk