

# April 3, 2023

## Agenda

Lord's Prayer  
Pledge of Allegiance

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2:15 p.m. Child Abuse Prevention Month & Voice of All Children Award Presentation – Mandy Willett – Executive Director – Noah's Hope  
2:45 p.m. Dundee Water System Expansion Update – Mike Jones, Sanitary Engineer

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Approve Minutes 3-27-23  
Approve Minutes 3-29-23

Approve Before/After Expenditures

Approve Supplemental Appropriation (1)

Approve Inter-Fund Transfer/Advance

Approve Proposal – Blasenbauer Plumbing & Heating, LLC – Maintenance

Approve Service Agreement – Kofile Technologies, Inc – Recorder's Office

Approve Advertisement – Public Hearing – CDBG Allocation - OCED

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 3rd DAY OF APRIL, 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 (290-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the minutes from the March 27, 2023 meeting as written.

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

### RESOLUTION (291-2023) APPROVE MINUTES

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the minutes from the March 29, 2023 meeting as written.

**Discussion:** Commissioner Abbuhl stated that several years ago, commissioner Zemis beat him in a spelling bee because he was given the word "GEKELMUKPECHUNK" which is the Native American name of Newcomerstown.

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

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

VENDOR	OFFICE	AMOUNT
Ohio Alcohol Monitoring Systems	Community Corrections	\$2,316.50
Ohio Alcohol Monitoring Systems	Community Corrections	\$4,068.00

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

**RESOLUTION (293-2023) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	E-0440-A018-A00	E-0010-A001-A05	\$10,000.00	Add'l funding needed for legal fees associated with the MCJAS withdrawal

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

**RESOLUTION (294-2023) INTER-FUND TRANSFER/ADVANCE**

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

From: Co. General to Child Service Fund \$200,000.00

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

**RESOLUTION (295-2023) APPROVE PROPOSAL – AC11 – BLASENHAUER PLUMBING & HEATING – MAINTENANCE**

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following proposal submitted by Blasenbauer Plumbing & Heating, LLC in the amount of \$27,500.00 to replace the air condition equipment for system AC-11.

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages

**BLASENHAUER PLUMBING & HEATING, LLC**  
 8838 N. High Street - P.O. Box 456  
 MINERAL CITY, OHIO 44668  
 Phone (330) 858-2112  
 Ohio License #28391 & #14610

**PROPOSAL AND ACCEPTANCE**

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PROPOSAL SUBMITTED TO: Tuscarawas County Commissioners      PHONE: \_\_\_\_\_      DATE: November 11, 2022

STREET: 125 E. High Ave.      JOB NAME: AC-11 replacement

CITY, STATE AND ZIP CODE: New Philadelphia, Ohio 44663      JOB LOCATION: Courthouse

ARCHITECT: \_\_\_\_\_      DATE OF PLANS: \_\_\_\_\_      JOB PHONE: \_\_\_\_\_

We hereby submit specifications and estimates for: replacing the air conditioning equipment for system AC-11; Recover the refrigerant from the system, then remove and dispose of the outdoor unit, refrigerant lines unless reusable, indoor air handler and coil, and unneeded ductwork. Steam heat coil left in place to be incorporated into new system. Install a new 6-ton cooling unit on rack on roof, connecting refrigerant lines and electric and control wire, with low ambient and low pressure controls as needed. Indoors, install a 6 to 7.5 ton air handler, with filter provision and steam coil incorporated, and new ductwork as needed. Connect refrigerant lines, electric supply, drain line, controls as needed. New thermostat if needed. Operate and check system, adjusting refrigerant charge and airflow as needed.

**WARRANTY:** Five years on outdoor unit compressor(s), one year on other parts and labor.

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We Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of Twenty-seven thousand, five hundred and no/100 dollars (\$ 27,500.00)

Payment to be made as follows: 50% down (if possible), remainder net 15 days from invoice date; or, net 15 days from invoice date.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standards in effect. Any alterations or deviation from above specifications including extra costs to be accepted by the client. All agreements, including any sketches, or details or designs beyond and beyond those to carry them, contracts and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 4/2/2023

Authorized Signature: *[Signature]* Jack Billow HVAC Manager

Signature: *[Signature]* Chris Abbuhl

Signature: *[Signature]* Greg Ress

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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

**RESOLUTION (296-2023) APPROVE SERVICE AGREEMENT – ARCHIVAL BOOK PRESERVATION, INDEXING & REDACTION – RECORDER'S OFFICE – KOFILE**

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the following service agreement as recommended by Lori Smith, County Recorder and Approved as to form by Kristine Beard, Assistant Prosecuting Attorney.

**Kofile Technologies, Inc. and  
Tuscarawas County, Ohio Service  
Agreement**

**THIS SERVICE AGREEMENT for Archival Book Preservation, Indexing & Redaction** (the "Agreement"), effective as of April 6, 2023 (the "Effective Date"), is between Tuscarawas County, Ohio Recorder's Office (hereinafter referred to as the "County"), a governmental entity with offices located at 125 E. High Ave, New Philadelphia, Ohio 44663, and **KOFILE TECHNOLOGIES, INC.**, a Delaware corporation, with a principal location at 6300 Cedar Springs Road, Dallas, TX 75235 (hereinafter referred to as "Kofile"). County and Kofile may each be referred to as a "Party" and together the "Parties."

**WHEREAS**, the County has determined to preserve and maintain its records for the benefit of the County and the public and is in need of certain services for its files to further those efforts;

**WHEREAS**, the County desires to retain Kofile for certain book preservation, indexing and redaction services related to certain County records as set forth in a Schedule to this Agreement (collectively the "Records");

**WHEREAS**, Kofile is qualified and desires to perform such services for County including those more specifically identified in a Schedule to this Agreement (the "Services");

**1. Scope and Timing of Services**

During the term of the Agreement, Kofile will provide County with Services outlined and set forth in a Schedule to this Agreement. Unless otherwise specified in an Exhibit, Kofile will arrange for the transportation of the County records for Services as necessary and Kofile may use third parties to provide certain portions of the Services. Kofile will use reasonable efforts to complete the Services within the time-period(s) indicated in a Schedule or as otherwise agreed to by the parties.

**2. Term**

The Agreement will become effective on the date ("Effective Date") this Agreement is fully signed by an authorized representative of both parties and will remain in effect until any of the following occurs: a) delivery of product(s) or completion and acceptance by County of Services; or b) the Agreement is terminated by either party.

**3. Termination**

This Agreement is subject to termination for convenience and without penalty by either party with no less than thirty (30) days written notice to the other party. Either party may terminate this Agreement for a material breach of the other party if such breach remains uncured after ten (10) days written notice to the other party. Kofile will use reasonable efforts not to incur additional fees upon notice of termination. County will be responsible for payment of all Services performed through any termination date.

**4. Payment Terms**

- a. **Fees.** County will timely pay all undisputed amounts required under the Agreement. Unless expressly provided otherwise, pricing contained in any Schedule to this Agreement is provided as good faith estimate of cost based upon information about the project provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity and condition of records as determined after a full assessment performed by Kofile once it receives the Records. As a result, actual price may vary from an estimated price listed in a Schedule. Kofile will not exceed the estimated pricing contained within the Schedule without prior authorization from County.
- b. **Invoicing and Payment.** Kofile will invoice County Payment of all fees is due in full upon the Effective Date of the Agreement; and b) County will pay all invoiced amounts due within 30 days of the date on the applicable invoice. County is responsible for providing complete and current billing and contact information.

- c. **Taxes.** Fees do not include any taxes, levies, duties, or similar assessments of any kind including value-added, sales, use or withholding taxes ("Taxes"). Unless indicated otherwise in the Proposal, County is exempt from Taxes and can provide an exemption certificate or citation to legal authority outlining County's tax-exempt status. Kofile is responsible for taxes assessed against Kofile based on its income, property, or employees.
- d. **Suspension.** Kofile may suspend provision of Services to County if County does not pay in full any undisputed balance within sixty (60) days of the date of an invoice until County satisfies any undisputed.

**5. Appropriation**

The obligations of County under the Agreement are expressly contingent upon the availability of funding. In the event County is unable to fulfill its obligations under this Agreement, or an agreement with another vendor for the same Services, as a result of lack of sufficient funding for this project in any fiscal year, County may terminate this Agreement by written notice to Kofile. Notwithstanding the foregoing, County is responsible for and shall pay for all Services performed up through and including the date of termination.

**6. Indemnification**

Kofile shall defend, indemnify, and hold harmless the County and its officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or other liabilities (collectively "Claims") arising directly out of Kofile's negligent performance of any Services provided pursuant to this Agreement. Kofile's indemnification obligation shall only exist for the Term of this Agreement. Nothing in this Agreement shall be construed to require Kofile to provide indemnification for the Claims (a) arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the County or (b) concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information provided by, or on behalf of, County to Kofile.

**7. Limitation of Liability**

- a. **NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE AMOUNT OF ONE-MILLION AND 00/100 DOLLARS (\$1,000,000.00).**
- b. **UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**8. Insurance**

Kofile shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than \$2,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate; (b) Automobile Liability insurance of not less than \$2,000,000.00 combined single limit; (c) Errors and Omissions Liability insurance of not less than \$5,000,000.00; and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements, and Cyber/Privacy insurance of not less than \$5,000,000.00. A Certificate of Insurance confirming these coverages and limits will be provided to the County upon request. County will be listed as an additional insured on the commercial general liability and automobile coverage policies solely to the extent (a) of the required insurance limits and (b) of the risks and liabilities assumed by Kofile in this Agreement. Kofile shall cause insurer to furnish to County future certificate(s) evidencing the insurance described herein at any time upon request. Kofile will provide County with no less than thirty (30) days' notice of any material change, notice of non-renewal or cancellation.



**9. Confidentiality**

- a. Subject to legal process and any public records request laws, information disclosed by or otherwise obtained from a party ("Disclosing Party") to or by the other party ("Receiving Party"), designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, will be maintained in confidence by the Receiving Party. Kofile understands County is subject to certain legal public records disclosure requirements. County will provide Kofile sufficient notice of any public records request pertaining to Kofile information to allow Kofile time to identify to County any applicable exemptions to disclosure for County's consideration.
- b. **Confidentiality Safeguards.** Kofile will maintain appropriate physical, administrative and technical safeguards to protect Confidential Information constituting non-public personal information provided to it by County. Kofile will only use and disclose non-public information to its employees, agents, or subcontractors for the purpose of providing Service subject to the terms of the Agreement. Kofile will be permitted to compile and use aggregated or anonymized data from certain Services for Kofile's business purposes provided County is not identified as the source of such data. Upon creation, Kofile will be the owner of any aggregated or anonymized data and may copy, comeingle, and use such data for analytics, improving our services, or any other lawful purpose.
- c. **Healthcare Information.** Personal healthcare information (PHI) and other healthcare information may be subject to regulations including the Health Insurance Portability and Accountability Act ("HIPAA"). HIPAA may require the parties to enter into a business associate agreement ("BAA") regarding PHI. Unless indicated otherwise in the Proposal, County represents it is not a covered entity as defined by HIPAA and will not provide healthcare records subject to HIPAA without prior notice to Kofile so the parties may determine whether a BAA is required.

**10. County Property**

All County property, including Records, sent to Kofile by County will remain the property of County. Upon written request, Kofile will return to County any County property it may possess or control. Kofile may destroy any electronic images or copies of County property ninety (90) days after the completion of the Services unless otherwise agreed upon by the parties. Kofile will provide County reasonable access to, or copies of, Records upon request while in the custody or control of Kofile.

**11. Service Warranty**

Kofile warrants to the County that all Services provided under this Agreement will be performed in a manner consistent with or greater than that degree of care, qualification, and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the time the Services were performed. If any work is reasonably determined by County to be less than professional quality, Kofile will correct such work without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to reworking of the unsatisfactory product without change to the original specifications and without regard to the amount of effort expended on the original work product.

THE GOODS AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR THE SERVICE WARRANTY PROVIDED HEREIN, KOFIL AND ITS AFFILIATES AND AGENTS: 1) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; 2) DO NOT WARRANT THAT ACCESS TO GOODS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH SERVICES IS ACCURATE, COMPLETE OR FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; AND 3) SHALL IN NO EVENT BE LIABLE FOR ANY INACCURACY, ERROR, OMISSION, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS, OR INTERRUPTIONS OF COUNTY.

**12. General**

- a. **No Actions, Suits, Proceedings, or Debarment.** Kofile warrants there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Kofile's ability to fulfill its obligations under this Agreement. Kofile certifies as of the date of the Agreement, Kofile is not on the federal government's list of suspended, ineligible, or debarred contractors.
- b. **Relationship.** The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.
- c. **Assignment.** Kofile will not assign, transfer, or convey its interest in this Agreement without the prior written consent of County, which will not be unreasonably withheld. Notwithstanding the foregoing, Kofile may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets.
- d. **Notices.** All notices to County will be sent to the following addresses:

Notices to Kofile will be sent to:

Kofile Technologies, Inc.  
6300 Cedar Springs Road  
Dallas, Texas 75235  
Attention: Legal Department  
Kofile@Legal.com

Notices to county will be sent to:

Honorable Lori L. Smith  
Tuscarawas County Recorder  
125 E. High Street, Suite 110  
New Philadelphia, OH 44663

All notices must be made either via email, conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four (4) business days after mailing. Notice sent via email or overnight courier is deemed received twenty-four (24) hours after having been sent.

- e. **Force Majeure.** Except for payment obligations for Services, any delay in or failure by either party in performance of this Agreement will be excused if and to the extent the delay or failure is caused by conditions beyond its control including but not limited to war, riot, strike, lock-out, fire, flooding, natural disasters, pandemics, force majeure events of subcontractors, or any other cause beyond the reasonable control of the party whose performance is affected.
- f. **Waiver.** The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any obligation in accordance with this Agreement will not be a waiver of the party's right to demand strict compliance in the future.
- g. **Survival.** Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Payment Terms, 6 Indemnification, 7 Limitation of Liability, 9 Confidentiality, 10 County Property, 11 Service Warranty, and 12 General.
- h. **Severability.** If any provision of this Agreement is determined to be illegal or invalid, they will be severed from the remainder of this Agreement without affecting the enforceability of the remaining provisions.
- i. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of Ohio without reference to the principles of conflicts laws.

j. **Modification to Terms.** The Agreement may not be amended or modified except in writing and signed by both parties to the Agreement.

k. **Authority and Signatures.** The individual signing the Agreement on behalf of each party represents they have authority to enter into the Agreement on behalf of their respective entities and the execution of the Agreement is an act of the entities and constitutes legal, valid, and binding obligations of the parties. Each party agrees the Agreement may be electronically signed (digital or encrypted) and electronic signatures have the same force and effect as manually written signatures.

l. **Entire Agreement.** This Agreement and any Schedule(s) thereto constitute the entire Agreement between the parties regarding the provision of Services and supersede all prior agreements, representations, arrangements, and understandings, whether oral or written, express or implied, with respect to the Services,

**NOW, THEREFORE,** in consideration of the premises, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

KOFI TECHNOLOGIES, INC.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

TUSCARAWAS COUNTY, OHIO

Name: *John Adkell*  
Tuscarawas County Commissioner

Date: 4/2/2023

TUSCARAWAS COUNTY, OHIO

Name: *Kristin Zernis*  
Tuscarawas County Commissioner

Date: 4/3/2023

TUSCARAWAS COUNTY, OHIO

Name: *Shog Ross*  
Tuscarawas County Commissioner

Date: 4/3/23

TUSCARAWAS COUNTY, OHIO

By: Name: *Kristine M. Beard*  
Tuscarawas County Prosecutor  
Approved as to Form

Date: April 6, 2023

TUSCARAWAS COUNTY, OHIO

By: Name: \_\_\_\_\_  
Title: Tuscarawas County Auditor  
Approved as to Funds

Date: \_\_\_\_\_

**SCHEDULE A**

**2022 Archival Book Preservation, Indexing & Redaction**

**A. Records Volumes and Pricing:**

Kofile will perform Services as set forth in Sections D-F for the Records and at the pricing as set forth as follows

TUSCARAWAS COUNTY RECORDER, OHIO ARCHIVAL BOOK PRESERVATION, INDEXING & REDACTION PROJECT									
RECORD SERIES	VOLUME	DATE	QUANTITY			PRICE QUOTE			
			Vols	Pages	Docs.	Preservation	Archival Indexing	Redaction	Item Total
Deed Record	552 / Pg. 712-649 / Pg. 266	1/1/1980 -	98	88,200	35,280	n/a	\$95,256.00	n/a	\$95,256.00
Mortgage Record	453/ Pg. 873-614/ Pg. 271	6/30/1991	162	145,800	58,320	n/a	\$157,464.00	\$23,328.00	\$180,792.00
Lease Record	106/ Pg. 466-144/ Pg. 806		39	35,100	14,040	n/a	\$37,908.00	\$5,616.00	\$43,524.00
Release Record	31/ Pg. 646-49/ Pg. 427		19	17,100	6,840	n/a	\$18,468.00	n/a	\$18,468.00
Power of Attorney	8/ Pg. 321-14/ Pg. 265		7	6,300	2,520	n/a	\$6,804.00	\$1,008.00	\$7,812.00
Deed Record	1		1	340	n/a	\$3,556.40	n/a	n/a	\$3,556.40
SUBTOTALS						\$3,556.40	\$315,900.00	\$29,952.00	\$349,408.40
ESTIMATED TOTAL									\$349,408.40

County acknowledges pricing set forth herein is based upon a good faith estimate of document counts. Actual pricing will be based upon actual document counts, documents transmitted to County and the applicable pricing such that actual billing may vary from the estimate provided.

**B. Payment Terms:** Kofile will invoice, and County will pay twenty-five percent (25%) of the Estimated Total upon contract execution, and two 25% payments at equal periods through the estimated production completion date, with the balance due upon project completion. Specific payment dates to be determined prior to initiation of work.

Each invoice will be provided to the County as directed or otherwise will be mailed directly to:

Honorable Lori L. Smith  
 Tuscarawas County Recorder  
 125 E. High Street, Suite 110  
 New Philadelphia, OH 44663

**C. Project Assumption:**

- Pricing is all inclusive of required services — including transport and delivery.
- For Archival Indexing, all records are typescript (typed) data and positive images (black text on a white background).
- A page is defined as one side of a sheet of paper. One sheet contains two pages. Amendments and attachments are charged as pages.
- Final billing occurs on actual page and document counts per mutually agreed upon unit pricing for the inventory herein.
- Kofile will not charge to load the completed project to the CountyFusion™ Records Management system. However, with any other Vendor's services, a charge of an additional \$0.10 per page applies to load the index data and images.
- If re-loads of data/images, due to errors with data/images received, exceed more than five (5) re-loads, then additional fees may be incurred at the rate of \$150.00 per hour. Any work requiring additional charges are reviewed and approved with the County prior to being completed.
- The County signs off on an inventory prior to commencement of services, and upon acceptance of deliverables.

**D. Archival Indexing**

Kofile will key and blind re-key verify all documents per the geographical indexing fields identifies herein as appropriate:

- |                                 |                                      |
|---------------------------------|--------------------------------------|
| a. Document Type                | f. Direct Names                      |
| b. Instrument Number            | g. Reverse Names                     |
| c. Document Reference Number    | h. File Date                         |
| d. Volume/Page Reference Number | i. Document Daet                     |
| e. Book, volume, & Page         | j. Geographical Property Description |

Kofile will format metadata (indexes) per the requirements of the County's information technology system, CountyFusion. Kofile will create a pipe-delimited index file for import.

**E. Redaction**

Kofile will redact social security numbers (SSN).

**F. Preservation- Conserve, Treat, Mend & Repair, Deacidify, Encapsulate, & Bind**

- Kofile creates a permanent log (noting condition, pagination, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Surface clean sheets to remove deposits. This includes dust, soot, airborne particulate, sedimentation, insect detritus, or even biological/mineral contaminants. Tools include a microspatula, dusting brush, latex sponge, powdered vinyl eraser, or block eraser.
- Remove non-archival repairs or fasteners, such as residual glues. All tape and previous mends to be removed to the extent possible without causing damage to paper and inks.
- Humidify and flatten as necessary to eliminate the possibility of unnecessary fractures or breaks. Tools to 'flatten' include tacking irons, heat presses, and an Ultrasonic Humidification Chamber.
- Mend tears with archival, acid free, and reversible materials. Mending is accomplished with either Japanese tissue and methyl cellulose adhesive, or an acrylic based and heat set tissue.
- Deacidify each side of each sheet after careful testing with a custom solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve. Random testing ensures an 8.5 pH with a deviation of no more than ± .5.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1/4" binding margin.
- Bind in custom-fitted Disaster Safe County Binder™ (DSB). Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. A dedication/treatment report is included in the binder

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



**RESOLUTION (297-2023) ADVERTISE – PUBLIC HEARINGS #1 AND #2 – PY-2023  
ALLOCATION GRANT PROJECTS**

It was moved by Commissioner Ress, seconded by Commissioner Zemis to authorize the advertisement of Public Hearings #1 and #2 for the PY-2023 CD Allocation Grant. The Advertisement for Public Hearing #1 is to run on April 6, 2023 and Advertisement for Public Hearing #2 is to run on May 19, 2023 and the actual Hearings are to be held on May 3, 2023 at 9:30 AM (PH #1) and on June 7, 2023 at 9:30 AM (PH #2). This Resolution also authorizes the President or Vice President of the Board of Commissioners to sign all documents relating to the PY-2023 CD Allocation Grant as well as the actual filing of the grant application once it is completed and reviewed. These actions were taken based upon the recommendation of Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development.

**NOTICE OF PUBLIC HEARING #1  
(PY-2023–24 Community Development Allocation Program)**

The County of Tuscarawas intends to apply to the Ohio Development Services Agency (ODSA) Office of Community Development (OCD) for funding through the Ohio Community Development Block Grant (CDBG) Small Cities Program. The programs that will be discussed include COMMUNITY DEVELOPMENT: Allocation Program (approx. \$335,000), Critical Infrastructure (Up to \$500,000), Neighborhood Revitalization (Up to \$750,000), Residential Public Infrastructure (Up to \$750,000); AFFORDABLE HOUSING: Community Housing Impact and Preservation (CHIP) Program, Housing Opportunities for Persons with AIDS (HOPWA), Housing Assistance Grant Program; SUPPORTIVE HOUSING: Homeless Crisis Response Program, Supportive Housing Program; ECONOMIC DEVELOPMENT: Appalachian Development Programs, Economic Development and Public Infrastructure.

Public Hearing #1 will be held on **Wednesday, May 3, 2023 at 9:30 am** in the Tuscarawas County Office Building next to the courthouse, William E. Winters' Conference Room, located at 125 East High Avenue, New Philadelphia, Ohio 44663 to provide citizens with pertinent information about the various programs, including an explanation of various eligible activities and program requirements. Providing that applicable state and federal requirements are met, the allocation program can fund a broad range of activities, such as public facilities, public services, housing, economic development & fair housing. The proposed activities must primarily benefit Low and Moderate Income Households and/or aid in the prevention of slum and blight. A second public hearing will be held on **Wednesday, June 7, 2023 at 9:30 am** in the Tuscarawas County William E. Winters' Conference Room, 125 East High Avenue, New Philadelphia, Ohio 44663 to announce the chosen funding recipients and solicit citizens' views & comments on the chosen recipients.

Citizens are encouraged to attend this hearing on **Wednesday, May 3, 2023 at 9:30 am and the hearing on Wednesday, June 7, 2023 at 9:30 am** to provide their input or obtain information about the above referenced programs. Tuscarawas County's political subdivisions and qualified public service agencies may download the local CD allocation application from the following web address, <http://www.co.tuscarawas.oh.us/OCED/Forms.htm> under the "COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMS" Section (Select "[PY-2023-24 CD Allocation Application Package](#)"). **If you do not have web access please contact the Tuscarawas County Office of Community & Economic Development (OCED) at 125 East High Avenue, Room 212, New Philadelphia, Ohio 44663, (330) 365-3219.** Applications will be accepted prior to or at the Public Hearing on **Wednesday, May 3, 2023 @ 9:30 am.**

ATTEST: Tuscarawas County Clerk, Rhonda Jordan  
Published by order of the Tuscarawas County Board of Commissioners

Publication Date: April 6, 2023

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

**RESOLUTION (298-2023)**

**PAY BILLS**

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

**911**

Frontier	Service	\$46.30	
Frontier	Service	\$229.45	
Frontier	Service	\$221.13	
Ohio State Highway Patrol	LEADS	\$600.00	
			\$1,096.88

**American Rescue Plan Act**

Tusc Co Public Library	Security Grant/Cameras	\$4,080.44	
			\$4,080.44

**Auditor**

ODP Business Solutions LLC	Supplies	\$33.36	
			\$33.36

**Commissioners**

BA Widder Architectural Services	Services/Maint Bldg	\$1,906.02	
Distillata	Supplies	\$290.00	
Dominion Energy	Gas Utility	\$1,161.68	
Dominion Energy	Gas Utility	\$340.16	
Dominion Energy	Gas Utility	\$1,775.60	
Holland & Muirden	Services	\$35.00	
Independent Elevator LLC	Mthly Service	\$266.00	
Independent Elevator LLC	Preventative Maint	\$301.00	
Total First Aid	Supplies	\$50.80	
Verizon Wireless	Service	\$35.10	
			\$6,161.36

**Community & Economic Development**

Mount Corrick Construction	CHIP Home Proj #101	\$480.00	
Mount Corrick Construction	CHIP Home Proj #101	\$2,695.00	
WE Quicksall & Assoc Inc	CDBG Act#1 & #2	\$3,902.75	
			\$7,077.75

**Community Corrections**

Tusc Co IT Dept	Supplies	\$20.00	
Tusc Co Treasurer	Audit Fees	\$793.05	
			\$813.05

**Dog & Kennel**

AEP	Electric Service	\$541.27	
Frontier	Services	\$99.32	
			\$640.59

**EMA**

PA Turnpike	Travel Reimbursement	\$5.60	
Verizon Wireless	Service	\$202.83	
			\$208.43

**Engineer**

Ag-Pro Ohio LLC	Parts	\$33.02	
Geoshack Ohio LLC	Magnetic Field Service Plan	\$395.00	
Holmes Rental Station Inc	Equipment Rental	\$280.00	
Ohio Machinery	Parts	\$2,165.42	
Ohio Machinery	Part	\$172.98	
Snyder Brothers Sales & Service	Parts	\$410.05	
Summers Rubber Co	Parts	\$145.15	
Tailored Trim	Repair	\$225.00	
Triple R Trailer Sales	Parts	\$297.45	
			\$4,124.07



**Human Resources**

Harris Local Government	License Fee	\$150.12	
			\$150.12

**JFS**

Action NOW Services Inc	Services	\$55.00	
Amazon Capital Services	Door Stop	\$32.88	
Amazon Capital Services	Pepper Spray	\$76.50	
Forensic Fluids Laboratories	Services	\$26.00	
Menards	Supplies	\$65.45	
Monique Bailey - Et Al	AA & SAMS	\$17,945.28	
Raymond & Laura Miller	FC Training	\$45.00	
Superfleet Master Card Program	Ohio Start	\$58.91	
UPS	Contract Services	\$1.04	
			\$18,306.06

**Juvenile/Probate**

ComDoc	Copier Contract	\$44.84	
ComDoc	Copier Contract	\$46.03	
Total First Aid	Supplies	\$74.50	
Xerox	Copier Contract	\$100.18	
Xerox	Copier Contract	\$14.64	
Xerox	Copier Contract	\$100.18	
Xerox	Copier Contract	\$14.64	
Xerox	Copier Contract	\$24.57	
Xerox	Copier Contract	\$75.61	
Xerox	Copier Contract	\$14.64	
			\$509.83

**Park**

AEP	Electric Utility	\$40.73	
AEP	Electric Utility	\$83.44	
AEP	Electric Utility	\$145.11	
CLP Services	Services	\$110.00	
Menards - NP	Supplies	\$77.06	
Menards - NP	Supplies	\$32.85	
NAPA Auto Parts (Harrison)	Supplies	\$17.58	
			\$506.77

**Public Defender**

Michelle Pompey	Travel Reimbursement	\$142.43	
Nicole Stephan	Travel Reimbursement	\$311.53	
			\$453.96

**Recorder**

Crystal Springs	Supplies	\$22.00	
Lori Smith	Supply Reimbursement	\$132.43	
Office Experts	Copier Contract	\$32.40	
			\$186.83

**Sheriff**

AED Superstore	AED	\$1,791.00	
DanCo Lettering	Supplies	\$82.00	
Frontier	Service	\$2,790.31	
G & L Supply	Supplies	\$35.32	
Johnson Printing	Supplies	\$295.00	
Lowes	Supplies	\$201.14	
Silco Fire & Security	Equipment	\$244.50	
Stanley Steemer	Services	\$4,640.00	
VEIT	Copier Charges	\$60.91	
Verizon Wireless	MiFi	\$501.08	
Zashin & Rich Co LPA	Services	\$150.50	

**Treasurer**

Alban Title	Services	\$275.00	
Alban Title	Services	\$275.00	
Alban Title	Services	\$275.00	
Alban Title	Services	\$275.00	
Holiday Inn Hotels & Resorts	Travel Expense	\$317.19	
Holiday Inn Hotels & Resorts	Travel Expense	\$125.07	
Holiday Inn Hotels & Resorts	Travel Expense	\$442.01	
Tusc Co Recorder	Services	\$38.00	
			\$2,022.27

**Veterans**

Buckeye Career Center	Supplies	\$1,452.00	
National Pen Company LLC	Supplies	\$870.95	
Staples Credit Plan	Supplies	\$100.76	
			\$2,423.71

**Water & Sewer**

AEP	Electric Utility	\$46.79	
AEP	Electric Utility	\$1,323.07	
Charter Communications	Service	\$99.99	
Duane Immel	Lease/Right of Way	\$150.00	
Frontier	Service	\$67.37	
Frontier	Service	\$54.07	
Frontier	Service	\$55.51	
Great Lakes Water & Waste Systems	Supplies	\$803.80	
Great Lakes Water & Waste Systems	Supplies	\$222.79	
Harris Battery	Supplies	\$183.37	
National Road Utility Supply Inc	Services	\$1,521.00	
National Road Utility Supply Inc	Materials	\$1,744.95	
Occupational Medical Center	Services	\$55.00	
Ohio Light Truck Parts	Equipment	\$1,182.90	
Tusc Co Commissioners	Principal Payment	\$3,076.25	
Tusc Co Commissioners	Principal/Krizman Property	\$1,299.35	
Tusc Co Commissioners	Interest/Krizman Property	\$102.32	
Uline Inc	Supplies	\$171.04	
Uline Inc	Supplies	\$260.70	
Vac 2 Go	Repair	\$19.82	
Vac 2 Go	Repair	\$775.00	
World Fuel Services Inc	Fuel	\$991.21	
			\$14,206.30

**GRAND TOTAL \$73,793.54**

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

**CHILD ABUSE PREVENTION MONTH:** Mandy Willet, Executive Director, Noah's Hope, Nichole John, JFS Supervisor and Alexa, the Comfort Dog at the Child Advocacy Center, were present to talk about Child Abuse Prevention Month. Ms. Willet stated she has the updated numbers for 2022, but 2023 is already off to a big start. The first quarter of 2023 is already at 48 interviews.

Ms. John stated the total calls JFS received that were related to abuse/neglect and dependency was 1,594. JFS completed 378 child abuse/neglect investigations which involved 690 children and 86 of those children were placed in foster care. About 66% of those cases were either related to alcohol/drug use, domestic violence or sexual abuse. Noah's Hope served 159 by completing forensic interviews, victim advocacy, and referrals to specialized medical and mental health services. Of the 159 interviews, 153 of those interviews were for sexual abuse, 4 were for physical abuse and 2 were witnesses to violence.

Commissioner Abbuhl asked of the 378 investigations of the 1,594 calls received, those investigations were a result of the calls received? Nichole stated the state has a set of guidelines for us to follow to

figure out what is the level of risk to the child in the home. Some calls do not meet the level of risk, but we always encourage people to call regardless because it starts a history for JFS and if they move somewhere else in the state, the history is still there and the new county is able to see it.

Commissioner Ress stated he could not believe how high these numbers are. Commissioner Abbuhl asked if the pinwheels reflect the calls and Nichole said it is for the number of calls. Mr. Abbuhl advised that at CCAO, they had blue pinwheels on the tables for Child Abuse Prevention Month, so he took a picture of our pinwheels and sent the picture and they were very impressed with our support.

Nichole stated Alexa is a comfort dog for the kids. We got her in 2017 from Canine Companions for Independence. Alexa goes to interviews and even to court with the children.

Mandy presented the award for "Voice For all Children" and the winner was Sheriff Orvis Campbell. He has demonstrated decades of unwavering support for marginalized and victimized children. He makes families safe in the community. He is on numerous boards and organizations to support children such as Noah's Hope CAC, TUFF Bags and recently started a Facebook post and he reads a book to assist families and children. Thank you, Sheriff Campbell.

He could not be present, so Detective Adam Fisher from the TCSO accepted the award on Sheriff Campbell's behalf. Detective Fisher stated Sheriff Campbell is overly humble and did not feel that he was deserving of this award. Mr. Fisher thinks Mr. Campbell is deserving of this award because he goes above and beyond. When he deals with children and children of the community, they are his top priority.

The Clerk read the Proclamation onto the record.

**RESOLUTION (299-2023) PROCLAMATION – CHILD ABUSE PREVENTION MONTH**

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following resolution proclaiming April, 2023 as Child Abuse Prevention Month.



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



**DUNDEE WATER SYSTEM EXPANSION UPDATE:** *Mike Jones, Sanitary Engineer, was present to give an update on the Dundee Water System Expansion Project. Mr. Jones explained that he received a petition from a group of property owners some time ago. The area is adjacent to the Dundee Water system. Last year, engineering firms were solicited for qualifications to put together bidding documents and the engineering. It is going to be right around \$50,000 for the engineering phase.*

*We need to figure out the best way to pay for the engineering phase. We could use our water district funds, absorb the cost among all of the users, it could be done through a special assessment (the properties that would benefit from the expansion would assessed the cost of the design phase), or not pursue the project.*

*The property owners were advised that it be around \$15,000 - \$ 20,000 to be assessed. Mike will be looking for other ways such as grants to keep the costs as low as possible. The simplest way to do this is to absorb the cost. The cost of the engineering phase is not the problem. It is the construction phase that is going to cost.*

*Commissioner Zemis could not believe there are still people in our communities that can not drink their own water. She does not like the idea of not pursuing this. Commissioner Ress stated there are still too many places that have bad water in their wells. Mike indicated the next step would be to award an engineering contract to get the assessment. Decide how we want to pay for things. Commissioner Abbuhl stated we have to be able to pay our bills and generate dollars to be able to provide the services. If this does not hurt our bottom line, then I'm with Commissioner Zemis and agree that we need to move forward with this.*

*Everyone agreed that we need to do the engineering assessment and see where we stand at that point.*

**RESOLUTION (300-2023) ADJOURN**

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to adjourn at 2:53 p.m. to meet in Regular session Wednesday, the 5th day of April, 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