

## July 18, 2022

### *Agenda*

*Lord's Prayer*  
*Pledge of Allegiance*

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*9:15 a.m. Executive Session – Waterworks Hill Road – Engineer*

*9:30 a.m. Mike Jones, Sanitary Engineer & Mill Township – Update Midvale/Barnhill Regional Sewer Facilities Plan*

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Approve Minutes

Approve Supplemental Appropriation (6)

Approve Transfer of Funds (1)

Approve Inter-Fund Transfer/Advance

Approve Out of County Travel - EMA

Declare Obsolete – Computer – Clerk of Courts Office

Grant Lawver Annexation

Adopt Submission – Levy a Tax in Excess of the Ten-Mill Limitation – General Health District

Cost Analysis – Seized and Impounded Dogs – Dog Pound

Authorize 2021 Building Demolition and Site Revitalization Program Grant Agreement

Authorize Negotiations – Architectural/Engineering Services -John Patrick Pichard Architect – Multi-Use Building

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 18th DAY OF JULY, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl  
Kerry Metzger

Commissioner Chris Abbuhl presiding.

Note: Commissioner Al Landis was absent.

*The Lord's Prayer was said.*

*The Pledge of Allegiance was said.*

### **RESOLUTION (592-2022)      SUSPEND THE READING OF THE MINUTES**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to suspend the reading of the minutes of the July 11, 2022 meeting.

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

**RESOLUTION (593-2022) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Juvenile Court	S68-1565-S50	S68-1566-S22	\$22.75	Insufficient Funds
Juvenile Court	S68-1565-S50	S68-1566-S23	\$3.19	Insufficient Funds
Road & Bridge	E-1200-K000-K40	E-1200-K000-K38	\$750,000.00	Reprofiling/Resurfacing
Probate/Juvenile Court	E-0440-A018-A00	E-0130-A002-C25	\$50,000.00	Pay attorney fees for court appointed attorneys on juvenile cases
Auditor's Office	E-4160-Y027-Y99	E-4160-Y027-Y01	\$25,000.00	To Distribute proceeds from online auction sales
Auditor's Office	E-4160-Y027-Y99	E-4160-Y027-Y02	\$3,500.00	Pay fees from online auction sales
Juvenile Court	E-0440-A018-A00	E0130-A002—C19	\$18,740.00	Transferring employee from grant payroll to County General payroll
Juvenile Court	E-0440-A018-A00	E-0130-A202-C19	\$300.00	Transferring employee from grant payroll to County General payroll. Increase longevity to cover employee's longevity pay
Juvenile Court	E-0440-A018-A00	E-130-A002-C32	\$2,665.60	Transferring employee from grant payroll to County General payroll. Increase PERS to cover employee's portion of PERS
Juvenile Court	E-0440-A018-A00	E-0130-A002-C33	\$276.08	Transferring employee from grant payroll to County General payroll. Increase Medicare to cover employee's portion of Medicare
Juvenile Court	E-0440-A018-A00	E-0130-A002-C34	\$180.88	Transferring employee from grant payroll to County General payroll. Increase Workers' Comp to cover employee's portion of workers' Comp
Juvenile Court	E-0440-A018-A00	E-0130-A002-C31	\$6,627.80	Transferring employee from grant payroll to County General payroll. Increase Insurance fund to adding this employee
Juvenile Court	E-0440-A018-A00	E-0130-A202-C22	\$240.35	Transferring employee from grant payroll to County General payroll. Increase Juvenile contracts for employee's court cell phone usage

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

**RESOLUTION (594-2022) TRANSFER OF FUNDS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
OCED	T011-T05	T011-T04	\$1,000.00	Cover cost of replacing Office Color Laser Printer

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

**RESOLUTION (595-2022) INTER-FUND TRANSFER/ADVANCE**

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

Tusc. Co. Treasurer      From: Co. General to Children Services      \$213,920.55

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

**RESOLUTION (596-2022) OUT OF COUNTY TRAVEL – EMA**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Alex McCarthy, EMA Director:

**DATE:** July 22, 2022

**LOCATION:** Stark County EMA

**ATTENDEES:** Alex McCarthy, Noah Porter, Jennifer James

**USING COUNTY VEHICLE:** Yes (74.2 miles total)

**EXPENSE:** Approximately \$0.00

**REASON:** Stark County is hosting the quarterly NE Sector Directors Meeting for the Emergency Management Association of Ohio. Alex is attending as the Director, Noah serves as Secretary of Sector, and Jennifer is going so she can meet and get to know the Sector as this is the first meeting since her hiring.

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

**RESOLUTION (597-2022) OBSOLETE PROPERTY – COMPUTER – CLERK OF COURTS OFFICE**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

The items will be disposed of in accordance to ORC.

- Dell Computer – Recycle

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

**RESOLUTION (598-2022) GRANT LAWVER ANNEXATION – TOWNSHIP OF GOSHEN TO CITY OF NEW PHILADELPIA**

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

ANNEXATION CHECKLIST (must be fully completed prior to filing annexation petition)

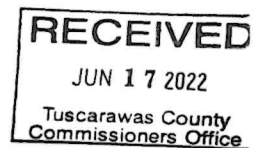
Attorney Rachel Dunfee 330-304-6605

**RECEIVED**  
JUN 17 2022  
Tuscarawas County  
Commissioners Office

PARCEL 25-01989-000 PARCEL 25-01887-000

Annexation Petition Checklist		YES	NO	N/A	Comments	Signature of Official
<b>GIS Approval</b>						
Certifying that all pre-approval items have been met (attach completed GIS form)		YES	NO	N/A	Comments	Signature of Official
		✓			Final Permittal done before recording	At 3/22/22
<b>Regional Planning Approval</b>						
Petition, Map & Plat have met any requirements necessary in accordance with Regional Planning and Flood Plain (if not, please specify what actions are necessary)		YES	NO	N/A	Comments	Signature of Official
		✓				3/22/22
<b>County Engineer Approval</b>						
No street or highway will be divided or segmented by the boundary line between a township and the municipal corporation as to create a road maintenance problem, or, if a street or highway will be so divided or segmented, the municipal corporation has agreed, as a condition of the annexation, that it will assume the maintenance of that street or highway. For the purposes of this division, "street" or "highway" has the same meaning as in section 4511.01 of the Revised Code. ORC 709.033(6)		YES	NO	N/A	Comments	Signature of Official
		✓				3/22/22
<b>Annexation Requirements</b>						
<b>Type of Annexation Petition:</b>						
	Regular 709.03 709.31 709.032 709.033		✓			
	Expedited Type 1 ORC 709.022		✓			
	Annexation Agreement or CEDA Included?			✓		
	Expedited Type 2 ORC 709.023					
	Expedited Type 3 ORC 709.024	✓				
	Annexations of Municipal, County or State-owned Land (submitted by Municipality) ORC 709.16		✓			
	Director of Dept. of Administrative Services has filed written consent if state-owned land (ORC 709.16(D))			✓		
	Petition includes Full & Accurate Legal Description of Perimeter (verified by GIS/Map Office) ORC 709.02(C)(2)	✓				At 3/22/22
	Petition includes accurate plat and map (verified by GIS/Map Office) ORC 709.02(C)(2)	✓				At 3/22/22

	<p>Real estate is contiguous to municipality to which annexation is proposed (verified by GIS/Map Office) ORC 709.02 (a)</p>	✓				<p>RTA 7/22/22</p>
	<p>Territory to be annexed is not unreasonably large (verified by GIS/Map Office) ORC 709.03(4)</p>	✓				<p>RTA 7/22/22</p>
	<p>Does Territory have a common boundary of 5% perimeter? (verified by GIS/Map Office)</p>	✓				<p>RTA 7/22/22</p>
	<p>No Island is created (verified by GIS/Map Office)</p>	✓				<p>RTA 7/22/22</p>
	<p>If land is located in more than one county, majority of acreage in territory is within county of filing (verified by GIS/Map Office) ORC 709.11</p>					<p>RTA 7/22/22</p>
	<p>Petition includes Signatures of at least 51% of property owners in the area proposed to be annexed <i>Who verifies?</i> (ORC 709.02 (c)(1))</p>	✓				
	<p>All signatures are of "owners" as defined in ORC 709.02 (E). Owners must be authorized to sign the petition and have title to property on date petition was filed <i>Who verifies?</i> (ORC 709.02(F))</p>	✓				
	<p>Each Signature includes a date it was obtained, and no signature was obtained more than 180 days before petition was filed. <i>Who verifies?</i> (ORC 709.02 (C)(1))</p>	✓				
	<p>Petition includes name and address of agent for petitioners. <i>Who verifies?</i> (ORC 709.02(C)(3))</p>	✓				
	<p>List of parcels in area to be annexed and adjacent territory that includes name of owner, mailing address of owner, and permanent parcel number was submitted with petition. <i>Who verifies?</i> (ORC 709.02(D))</p>	✓				



PETITION FOR ANNEXATION OF TOWNSHIP PROPERTY TO MUNICIPAL CORPORATION EXPEDITED

Now comes the undersigned ("Petitioner"), consisting of the owner of a certain area ("Territory") as hereinafter described, and according to the statutes of the State of Ohio, specifically O.R.C.709.021 and 709.023, and hereby petition for annexation of the Territory to the City of New Philadelphia, Tuscarawas County, Ohio ("City").

Said Territory is currently situated in the Township of Goshen, County of Tuscarawas, State of Ohio ("Township") and consists of 1.338 acres, more or less. Said Territory is contiguous and adjacent to the City. An accurate description of said Territory is attached hereto and made a part hereof, as Exhibit "A".

A plat of the above described Territory is attached hereto and made a part hereof, as Exhibit "B".

Rachel L. Dunfee, Attorney at Law, located at 217 N. Broadway New Philadelphia, Ohio 44663, is hereby appointed agent for the undersigned Petitioner as required by Ohio Revised Code Section 709.02, with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, change, correction, withdrawal, refiling, substitution, compromise, increase or deletion of other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioner.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BAORD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

PETITIONER:

*Lisa Lawrence*  
Lawyer Properties LLC, By Lisa  
Lawver, Owner  
Date: 2-10-22

217 N. Broadway  
New Philadelphia, Ohio 44663  
330-364-6665

AFFIDAVIT

STATE OF OHIO  
COUNTY OF TUSCARAWAS

Personally, came and appeared before me, the undersigned Notary, the within named Lawver Properties LLC by Lisa Lawver, Owner and make this their statement and Affidavit upon oath and affirmation of belief and personal knowledge that the following matter set forth below is true and correct to the best of their knowledge:

The annexation proceeding herein include Parcel No. 25-01989.000 and 25-01887.000

Adjacent Property owners include:

STOCKER DEVELOPMENT LLC  
537 FRY'S VALLEY ROAD  
GNADENHUTTEN OH 44629  
Parcel No. 43-06762.000 and 43-069111.000

THE FIRST BAPTIST CHURCH OF NEW PHILADELPHIA OHIO INC  
878 COMMERCIAL AVENUE SW  
NEW PHILADELPHIA OH 44663  
Parcel No. 43-07300.000 and 25-008833.000

SHOTT ALBERT A & SHARON L

820 COMMERCIAL AVE SW  
NEW PHILADELPHIA OH 44663  
Parcel No. 25-02295.000

FERGUSON DAVID L & DOROTHY A  
815 COMMERCIAL AVE SW  
NEW PHILADELPHIA OH 44663-9369  
Parcel No. 25-01949.000

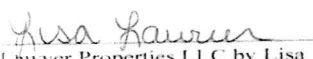
MONIGOLD JAMES B II & KELLY J  
842 BLAKE AVENUE SW  
NEW PHILADELPHIA OH 44663  
Parcel No. 25-01744.000

JOMARWILL INC  
C/O WILLIAM P MARINO JR  
140 THIRD STREET NW  
NEW PHILADELPHIA OH 44663  
Parcel No. 25-01721.000

DOUBLE EAGLE HOLDING LLC  
875 BLAKE AVE SW  
NEW PHILADELPHIA OH 44663  
Parcel No. 25-01721.001

RENNIE DORENDA S & JAMES E GOSS JR  
852 BLAKE AVE EXT SW  
NEW PHILADELPHIA OH 44663  
Parcel No. 25-01990.000

Dated this 10th day of February, 2022.

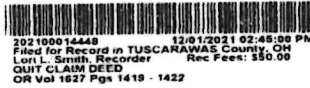
  
Lawver Properties LLC by Lisa  
Lawver, Owner

Sworn to and subscribed before me this 10th day of February, 2022.



Rachel L. Dunfee  
Attorney at Law  
Notary Public, State of Ohio  
My commission has an expiration date of  
Section 147.03R,C

*Rachel L. Dunfee*  
Notary Public



TRANSFERRED  
TRANSFER THE 100  
CONVEYANCE EXAMINED  
SEC. 119.202 R.C. COMPLIED WITH  
DEC 01 2021  
AMT *[Signature]*  
LARRY LINDBERG  
Tuscarawas County Auditor

Exhibit A

**QUIT-CLAIM**  
(Statutory Form O.R.C. Section 5302.11)

LAWVER CONSTRUCTION, LTD, an Ohio limited liability company, for valuable consideration paid, grants to LAWVER PROPERTIES, LLC, an Ohio limited liability company, whose tax-mailing address is 1235 Lakewood Rd NW, New Philadelphia, Ohio 44663 the following REAL PROPERTY:

SEE EXHIBIT "A" ATTACHED  
HERETO AND MADE A PART HEREOF

The real property described herein is conveyed subject to all items listed above or in any attached Exhibit A, and is also conveyed subject to the following items: all reservations, easements, rights-of-way, leases, covenants, conditions, restrictions and out conveyances of record; all legal highways; zoning, building and other laws, ordinances and regulations; real estate taxes and assessments not yet due and payable; and discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which are not shown by the public records, but would be shown in a correct survey of premises.

THE ABOVE WAS PREPARED AT THE SPECIFIC REQUEST OF GRANTOR/GRANTEE BASED SOLELY UPON INFORMATION SUPPLIED BY ONE OR MORE OF THE PARTIES TO THIS CONVEYANCE, AND WITHOUT EXAMINATION OF TITLE OR ABSTRACT. THE DRAFTER ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES OR OMISSIONS IN THIS INSTRUMENT RESULTING FROM THE INFORMATION PROVIDED AND MAKES NO ASSERTIONS WITH RESPECT TO LIENS WHICH MAY BE AGAINST THIS PROPERTY, AND THE PARTIES HERETO SIGNIFY THEIR ASSENT TO THE DISCLAIMER BY THE GRANTOR'S EXECUTION AND THE GRANTEE'S ACCEPTANCE OF THIS INSTRUMENT.

Parcel No.: 25-01989-000 and Parcel 25-01887-000

Prior Instrument Reference: Volume 1317, Page 1189, Tuscarawas County Official Records.

EXECUTED AND ACKNOWLEDGED this 29<sup>th</sup> day of November, 2021.

LAWVER CONSTRUCTION, LTD, an Ohio limited liability company

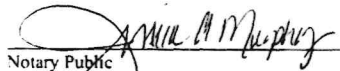
By: *[Signature]*  
Name: Gary Lawver  
Its: Member



STATE OF OHIO )  
 ) SS:  
COUNTY OF Tuscarawas )

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November 2021 by **GARY LAWVER, Member of LAWVER CONSTRUCTION, LTD., an Ohio Limited Liability Company**, on behalf of said limited liability company.

  
Notary Public



JESSICA A. MURPHY  
Notary Public, State of Ohio  
My Commission Expires  
August 2022

*This instrument prepared by:  
Attorney Gregory D. Swope  
Fitzpatrick Zimmerman & Rose Co., L.P.A.  
140 Fair Avenue NW - P. O. Box 1014  
New Philadelphia, Ohio 44663*

**Exhibit "A"**

Situated in the County of Tuscarawas and State of Ohio, and more particularly described as follows:

Being that portion of the abandoned Ohio and Erie Canal Lands situated in the State of Ohio, United States Military District Survey, southwest part of the First Quarter of Town 8 North Range 2 West, Tuscarawas County, Goshen Township, and further described as follows:

Commencing for a point of beginning at the point, of intersection of the easterly right of way line of Blake Street with the transit line of the G. F. Silliman Survey of the Ohio and Erie Canal Lands, said point of intersection being designated as Canal State 1695+64.73; thence with said easterly right-of-way line of Blake Street, North forty-one degrees sixteen minutes no seconds (41 deg 16' 00") East, nineteen and forty hundredths (19.40) feet to an iron pin set on the easterly canal property line;

Thence leaving the said easterly right-of-way line of Blake Street and along said easterly canal property line, the following three (3) bearings and distances; South fifty-three degrees fifteen minutes no seconds (53 deg 15' 00") East, two hundred twenty-seven and ninety-two hundredths (227.92) feet to a point, said point being the true point of beginning of the parcel herein described; thence South fifty-three degrees fifteen minutes no seconds (53 deg 15' 00") East, two hundred four and eight hundredths (204.8) feet to an iron pin, said iron pin being seventeen and no hundredths (17.00) feet left of the Canal Station 1699+97.80 in the said transit line; and thence South fifty-eight degrees forty minutes thirty seconds (58 deg 40' 30") East, thirty-one and sixty-one hundredths (31.61) feet to a point; thence leaving said easterly canal property line South forty-one degrees sixteen minutes no seconds (41° 16' 00") West, sixty-nine and no hundredths (69.00) feet to a point on the northerly right-of-way line of Commercial Avenue, North fifty-six degrees eight minutes fifty-three seconds (56° 08' 53") West, two hundred thirty-six and fifty-six hundredths (236.56) feet to a point; thence leaving said northerly right-of-way line of Commercial Avenue, North forty-one degrees sixteen minutes no seconds (41 deg 16' 00") East, seventy-eight and no hundredths (78.00) feet to aforesaid point of beginning, subject to any existing grants, leases, easements, or other interests heretofore granted in the property herein described, and containing sixteen thousand nine hundred thirty-six and eighty hundredths (16,936.80) square feet, (0.389 acres), more or less and further described as File No. 0-547 as recorded in the files of the State Canal Land Authority at Columbus, Ohio.

Further reference is made to Ohio and Canal Plat No 83, being a plat of a part of the G. F. Silliman Survey of the Ohio and Erie Canal Lands, on file in the office of the Ohio Department of Administrative Services, Division of Public Works, at Columbus, Ohio.

Further reference is also made to a "Plat of Survey for Bessie L. Rennicker Estate located in Out-Lots 70, 71, 72, 73, 85 and 86 in Blakesfield Allotment, recorded in Plat Book 1A, Page 68, Tuscarawas County", made by Frank E. Bair P.L.S. Reg. Surveyor No. 5918, dated August 1974.

**Tract No. 2:**

Situated in the Township of Goshen, County of Tuscarawas and State of Ohio:

Being part of Outlet No.11 (New No. Seventy-two (72) in Blakesfield Allotment, recorded in Plat Book 1A, Page 68 of the Tuscarawas County Plat Records, and as conveyed to Bessie L. Renneker by a deed as recorded in Volume 445, Page 489 of the Tuscarawas County Deed Records, and being more fully described as follows:

Beginning at an iron pin at the most Westerly corner of Outlet No. Seventy-two (72) and on the Northeasterly line of the Ohio & Erie Canal; thence North 41° -16' East, 237.95 feet to an iron pin at the most Northerly corner of Outlet No. Seventy-two (72); thence South 64° - 52 East, 244.20 feet to an iron pin at the most Easterly corner of Outlet No. Seventy-two (72); thence South 41 deg. - 16' West, 284.28 feet to an iron pin at the most Southerly corner of Outlet No. Seventy-two (72) and on the northeasterly line of the Ohio & Erie Canal; thence with said Northeasterly line, the following two (2) courses and distances: North 58° - 40' - 30" West; 31.61 feet to an iron pin

and North 53° - 15' West, 204.08 feet to the place of beginning, containing 1.413 acres, more or less, but subject to all legal highways.

The above description prepared by Frank E. Bair, P.S. Registered Surveyor #5918.

SAVING AND EXCEPTING from the above described Parcel a conveyance to James E. Goss and Sandra L. Goss of a 0.464 acre tract recorded in Vol. 539, Page 436 and further described as follows:

Situated in the Township of Goshen, County of Tuscarawas and State of Ohio:

Being a part of Outlot No.11 (Renumbered O.L. #72) in Blakesfield Allotment as recorded in Plat Book 1A at page 68 of the Tuscarawas County Plat Records, and being more fully described as follows:

Beginning at an iron pin at the most easterly corner of said Outlot #72; thence with the southeasterly line of said Outlot #72, S 41° - 16' W, 186.0 feet to an iron pin; thence N. 56° 09' W., 104.49 feet to an iron pin; thence No. 33 0 - 51' E., 164.74 feet to an iron pin on the southerly line of Blake Street; thence with said southerly line of Blake Street, S. 64 deg - 52' E., 130.00 feet to the place of beginning, containing 0.464 of an acre.

Description prepared by Edward F. Gasser, Reg. Surveyor #4681.

The Grantee further agrees that any buildings constructed on the aforesaid premises after the date of this will be set back not less than twenty-five (25) feet from the southerly line of Blake Street Extension, S.W. This covenant shall run with the land hereby conveyed and shall be binding upon the Grantees, their heirs, executors and assigns.

Subject to the following:

Easement to Sandra L. Goss AKA Sandra L. Goss Abrecht recorded in Volume 1168, Page 969 of the Tuscarawas County Official Records.

Reservation to Jesse Samuel Renneker and Bessie L. Renneker recorded in Volume 205, Page 63 of the Tuscarawas County Deed Records.

Easement to Ohio Power Company recorded in Volume 212, Page 383 of the Tuscarawas County Deed Records.

Easement to Ohio Power Company recorded in Volume 419, Page 124 of the Tuscarawas County Deed Records.

OHIO REAL TITLE AGENCY LLC  
PICK UP

Inst #202100014448



(http://auditor.co.tuscarawas.oh.us/)

Tuscarawas County Auditor GIS  
Larry Lindberg

Exhibit B



100ft

2021-09-28

[Click here for Legal Disclaimer](#)



**City of New Philadelphia**  
 Service Director Ron McAbier  
 150 East High Avenue  
 New Philadelphia, Ohio 44663  
 (330) 364-4491 (330) 339-3823 Fax

March 16, 2022

Lawver Properties  
 1235 Lakeview Rd  
 New Phila, OH 44663

Re: Lawver Properties - Parcel #25-01989-000 and #25-01887-000

TO WHOM IT MAY CONERN:

The City of New Philadelphia will provide water and sewer to Parcel #25-01989 and Parcel #25-01887-000. Once the parcels are annexed / incorporated into the city limits. The city will maintain Blake Avenue fronting Parcel # 25-01989-000.

Respectfully,

Ron McAbier  
 Service Director

U.S. Postal Service  
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New Philadelphia, OH 44663

Certified Mail Fee \$3.75  
 Postage \$1.70  
 Total Postage and Fees \$5.45

7020 1610 0000 5811 2235

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Ron McAbier</i> <input type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addresssee</p> <p>C. Date of Delivery <input type="checkbox"/> 3/16/22</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                      If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>The First Baptist Church of                      New Philadelphia Ohio Inc                      878 Commercial Ave SW                      New Philadelphia, OH 44663-9360</p> <p>9590 9402 6538 1028 1443 78</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7020 1610 0000 5811 2235</p>	<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p> <p>Domestic Return Receipt</p>

U.S. Postal Service<sup>™</sup>  
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 New Philadelphia, OH 44663

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 Extra Services & Fees (check box, add fee to postage)  
 Return Receipt (hardcopy) \$2.80  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$3.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$1.70  
 Total Postage and Fees \$8.50

Postmark: Here  
 Date: 05/10/2022

7020 1810 0000 5811 2211

<p><b>SENDER: COMPLETE THIS SECTION</b></p> <p>Complete items 1, 2, and 3.          Print your name and address on the reverse so that we can return the card to you.          Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p style="text-align: center;">David &amp; Dorothy Ferguson          815 Commercial Ave SW          New Philadelphia, OH 44663-9369</p> <p style="text-align: center;">9590 9402 6538 1028 1443 92</p> <p>2. Article Number (Transfer from service label)          7020 1810 0000 5811 2211</p> <p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature  <input checked="" type="checkbox"/> <i>David Ferguson</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>David Ferguson</i> C. Date of Delivery <i>5/25/22</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express<sup>®</sup>  <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail<sup>™</sup>  <input checked="" type="checkbox"/> Certified Mail<sup>®</sup> <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation<sup>™</sup>  <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery</p> <p>Domestic Return Receipt</p>
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 New Philadelphia, OH 44663

Certified Mail Fee \$3.75  
 Extra Services & Fees (check box, add fee to postage)  
 Return Receipt (hardcopy) \$2.80  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$3.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$1.70  
 Total Postage and Fees \$8.50

Postmark: Here  
 Date: 05/10/2022

7020 1810 0000 5811 2259

<p><b>SENDER: COMPLETE THIS SECTION</b></p> <p>Complete items 1, 2, and 3.          Print your name and address on the reverse so that we can return the card to you.          Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p style="text-align: center;">City of New Philadelphia          150 E High Ave          New Philadelphia, OH 44663-2568</p> <p style="text-align: center;">9590 9402 6538 1028 1443 54</p> <p>2. Article Number (Transfer from service label)          7020 1810 0000 5811 2259</p> <p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature  <input checked="" type="checkbox"/> <i>Janni Bailey</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Janni Bailey</i> C. Date of Delivery <i>5-11-22</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express<sup>®</sup>  <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail<sup>™</sup>  <input checked="" type="checkbox"/> Certified Mail<sup>®</sup> <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation<sup>™</sup>  <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery</p> <p>Domestic Return Receipt</p>
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7020 1810 0000 5811 2266

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New Philadelphia - OH 44663

Certified Mail Fee \$7.75

Extra Services to Postmaster:  Return Receipt (hardcopy)  Return Receipt (electronic)  Certified Mail Restricted Delivery  Adult Signature Restricted  Adult Signature Restricted Delivery

Postage \$3.70

Total Postage and Fees \$11.45

Sent to: Goshen Township  
 Street: PO Box 41  
 City: New Philadelphia, OH 44663-0041

Postmark: Here

Date: 05/10/2022

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p>Goshen Township                      PO Box 41                      New Philadelphia, OH 44663-0041</p> <p>9590 9402 6538 1028 1450 09</p> <p>2. Article Number (Transfer from service label)                      7020 1810 0000 5811 2266</p> <p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>A. Signature                      X <u>Christa R. Tate</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                      If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p>Domestic Return Receipt</p>

7020 1810 0000 5811 2303

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New Philadelphia - OH 44663

Certified Mail Fee \$7.75

Extra Services to Postmaster:  Return Receipt (hardcopy)  Return Receipt (electronic)  Certified Mail Restricted Delivery  Adult Signature Restricted  Adult Signature Restricted Delivery

Postage \$3.70

Total Postage and Fees \$11.45

Sent to: James B. & Kelly J. Monigold  
 Street: 842 Blake Ave SW  
 City: New Philadelphia, OH 44663-9388

Postmark: Here

Date: 05/10/2022

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p>James B. &amp; Kelly J. Monigold                      842 Blake Ave SW                      New Philadelphia, OH 44663-9388</p> <p>9590 9402 6538 1028 1449 65</p> <p>2. Article Number (Transfer from service label)                      7020 1810 0000 5811 2303</p> <p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>A. Signature                      X <u>Kelly J. Monigold</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                      If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p>Domestic Return Receipt</p>

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Gnadenhutten: OH 44629

Certified Mail Fee \$3.75

Extra Services & Fees (Price varies by service)  
 Return Receipt (hardcopy) \$2.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$1.76

Total Postage and Fees \$5.51

Sent to: STOCKER DEVELOPMENT LLC  
537 Frys Valley Rd  
Gnadenhutten, OH 44629-9780

Postmark: Here 0663  
Date: 05/10/2022

7020 1810 0000 5811 2242

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Stocker Development LLC 537 Frys Valley Rd Gnadenhutten, OH 44629-9780</p> <p>9590 9402 6538 1028 1443 61</p> <p>2. Article Number (Transfer from service label) 7020 1810 0000 5811 2242</p>	<p>A. Signature x <i>Charles Berger</i></p> <p>B. Received by (Printed Name) Charles Berger</p> <p>C. Date of Delivery 05/10/2022</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Adult Signature  <input checked="" type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Mail Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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New Philadelphia: OH 44663

Certified Mail Fee \$3.75

Extra Services & Fees (Price varies by service)  
 Return Receipt (hardcopy) \$2.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$1.76

Total Postage and Fees \$5.51

Sent to: JOMARWILL INC  
140 3RD ST NW  
NEW PHILADELPHIA, OH 44663-3761

Postmark: Here 0663  
Date: 05/10/2022

7020 1810 0000 5811 2297

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Jomarwill Inc 140 3rd St NW New Philadelphia, OH 44663-3761</p> <p>9590 9402 6538 1028 1449 72</p> <p>2. Article Number (Transfer from service label) 7020 1810 0000 5811 2297</p>	<p>A. Signature x <i>RT HONS</i></p> <p>B. Received by (Printed Name) RT HONS</p> <p>C. Date of Delivery 5-13-22</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Adult Signature  <input checked="" type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Mail Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



7020 1610 0000 5811 2273

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New Philadelphia, OH 44663

Certified Mail Fee \$2.75  
Postage \$1.76  
Total Postage and Fees \$4.51

Postmark Here: 05/16/2022

7020 1610 0000 5811 2273

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Dorenda Rennie &amp; James Goss 852 Blake Ave Ext SW New Philadelphia, OH 44663-9388</p> <p>9590 9402 6538 1028 1449 96</p> <p>2. Article Number (transfer from service label) 7020 1610 0000 5811 2273</p>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>James Goss</u></p> <p>C. Date of Delivery <u>5-16-2022</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Mail Restricted Delivery  <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

7020 1610 0000 5811 2226

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New Philadelphia, OH 44663

Certified Mail Fee \$2.75  
Postage \$1.76  
Total Postage and Fees \$4.51

Postmark Here: 05/18/2022

7020 1610 0000 5811 2226

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Albert &amp; Sharon Shott 820 Commercial Ave SW New Philadelphia, OH 44663-9369</p> <p>9590 9402 6538 1028 1443 85</p> <p>2. Article Number (transfer from service label) 7020 1610 0000 5811 2226</p>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Sharon Shott</u></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Mail Restricted Delivery  <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

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New Philadelphia, OH 44663

7020 1810 0000 5811 2280

Certified Mail Fee	\$3.75	0663
Extra Services & Fees (total amt. add fee of \$0.00)	\$7.05	06
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$1.76	
Total Postage and Fees	\$8.56	

Postmark: Here  
05/10/2022

Sender:  
Double Eagle Holding LLC  
875 Blake Ave SW  
New Philadelphia, OH 44663-9388  
NP 04 44663-0388

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p style="text-align: center;">Double Eagle Holding LLC 875 Blake Ave SW New Philadelphia, OH 44663-9388</p> <p>9590 9402 6538 1028 1449 88</p> <p>2. Article Number (Transfer from service label) 7020 1810 0000 5811 2280</p>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Matthew Seis</i>      <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)      C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>A. Service Type  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Priority Mail Express®</p> <p>3. Service Type  <input checked="" type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input checked="" type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Mail Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2020 PSN 7530-02-000-9059

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

RESOLUTION 599-2022

A RESOLUTION TO PROCEED WITH THE SUBMISSION OF THE QUESTION OF LEVYING A RENEWAL TAX IN EXCESS OF THE TEN-MILL LIMITATION FOR THE PURPOSE OF OPERATING EXPENSES FOR THE TUSCARAWAS COUNTY GENERAL HEALTH DISTRICT.

R.C. 5705.03, R.C. 5705.19, R.C. 5705.191, R.C. 5705.192 R.C. 5705.25, R.C. 5705.26

The BOARD OF COMMISSIONERS of TUSCARAWAS COUNTY, OHIO, MET IN REGULAR SESSION ON THE 18th DAY OF JULY 2022, AT THE OFFICE OF THE BOARD OF COMMISSIONERS WITH THE FOLLOWING MEMBERS PRESENT: CHRIS ABBUHL, AL LANDIS AND KERRY METZGER.

Commissioner Metzger MOVED FOR THE ADOPTION OF THE FOLLOWING RESOLUTION;

Preamble

WHEREAS, the Board, approved the following resolution declaring the necessity to levy a tax in excess of the ten-mill limitation:

Resolution No: 564-2022

Date Approved: July 6, 2022; and

WHEREAS, the Tuscarawas County Auditor ("Auditor") has certified the following information to the Board:

- 1. The total current tax valuation as follows: \$1,989,840.880.
2. The dollar amount of revenue that would be generated by a specified number of mills is:

Specified number of mills: 1 mill

Dollar amount of revenue is generated: \$1,566,512.00

Resolution

NOW THEREFORE, BE IT RESOLVED, by the Board, at least two-thirds (2/3) of all members of the Board concurring, as follows:

- 1. The Board shall proceed with the submission of the question of the tax to electors.
2. The rate if the tax levy, expressed in mills for each one dollar in tax valuation as estimated by the Auditor, is as follows:
a. 1 mill;
b. This rate amounts to the following for each one hundred dollars tax valuation: \$0.10
c. This renewal levy is the same rate as the existing tax levy.
3. Pursuant to R.C. 5705.03(B)(1):
a. The purpose of the tax is as follows:
Operating expenses of the Tuscarawas County General Health District including but not limited to a sliding fee scale for the medical clinic, environmental health programs including mosquito control, and family and child safety programs;
b. The type of levy is as follows: renewal
c. The sections of the Revised Code authorizing the submission of the question of the tax are R.C. 3709.29, 5705.03 (B)(1)(c), 5705.19, 5705.191, 5705.192, 5705.25, 5705.26;

- d. The term of the tax is as follows: 10 years;
  - e. The territory where the tax is to be levied is as follows: the entire territory of Tuscarawas County with the exception of the City of New Philadelphia;
  - f. The date of the election at which the question of the tax shall appear on the ballot is as follows: November 8, 2022;
  - g. The territory where the ballot measure is to be submitted is as follows: the entire territory of Tuscarawas County with the exception of the City of New Philadelphia;
  - h. The tax will first be levied and collected as follows:  
 The tax year in which the tax will first be levied is 2023;  
 The calendar year in which the tax will first be collected is 2024.
4. The Clerk of County Commissioners is hereby directed to certify the levy to the Auditor AND the Board of Elections, Tuscarawas County, Ohio ("BOE"). Certification shall include copies of ALL the following documents:

- a. Resolution of Necessity (Resolution No. 564-2022 adopted on July 6, 2022; and,
- b. Certification of the Auditor; and,
- c. Resolution to Proceed (this resolution).

Certification shall occur no later than 4:00 PM on August 10, 2022 (90 days prior to the election)


The Clerk shall also notify the BOE to cause notice of the Election on the question of levying the tax to be given as required by law.

- 5. The BOE is hereby directed to submit substantially the following question to the electors at the Election:


<p>OFFICAL QUESTIONS AND ISSUES BALLOT          GENERAL ELECTION          NOVEMBER 8, 2022</p>	
<p>PROPOSED TAX LEVY (RENEWAL)          TUSCARAWAS COUNTY GENERAL HEALTH DISTRICT          (TUSCARAWAS COUNTY HEALTH DEPARTMENT, TCHD)</p>	
<p>A majority affirmative vote is necessary for passage</p>	
<p>A renewal of 1 mill to constitute a tax for the benefit of the Tuscarawas County General Health District for the purpose of providing for the operation of Tuscarawas County Health Department (TCHD) general programs including, but not limited to, a sliding fee scale for the rural health clinic, environmental health programs including mosquito control, food and water safety, and other safety programs for families and children, at a rate not exceeding 1 mills for each 1 dollar valuation, which amounts to \$0.10 for each one hundred dollars of valuation for 10 years commencing in 2023, first due in calendar year 2024.</p>	
	FOR THE LEVY
	AGAINST THE LEVY

- 6. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in open meeting of the Board, and all deliberations of the Board and of any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including R.C. 121.22
- 7. This Resolution shall be in full force and effect immediately upon adoption.

Commissioner Abbuhl seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

 \_\_\_\_\_, yes  
 Chris Abbuhl

Al Landis \_\_\_\_\_, absent  
 Al Landis

 \_\_\_\_\_, yes  
 Kerry Metzger

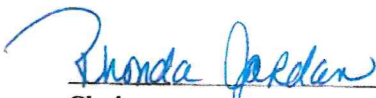
ADOPTED the 18th day of July, 2022.

 \_\_\_\_\_  
 Clerk

The State of Ohio,

I, Rhonda Jordan, Clerk of the Board of Commissioners of Tuscarawas County, Ohio, do hereby certify that the foregoing is taken and copied from the Record Proceedings of said Board of Commissioners, and that the same has been compared by me with the Resolution of said Record, and that it is a true and correct copy thereof.

WITNESS my signature this 18th day of July, 2022

 \_\_\_\_\_  
 Clerk

**RESOLUTION (600-2022) - COST ANALYSIS - SEIZED AND IMPOUNDED DOGS**

Commissioner Metzger, moved and Commissioner Abbuhl, seconded a motion to adopt the following resolution:

WHEREAS, R.C. 955.17 requires the Board of Commissioners to perform a cost-analysis study before establishing fees for seized and impounded dogs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Tuscarawas County, Ohio authorizes the County to perform a cost-analysis study to determine the costs to the County for providing the services required under R.C. 955.12, 955.15 and 955.16. These costs shall include both the direct costs for providing those services, and reasonable indirect costs incurred by other County offices in assisting the Dog Warden in the performance of his/her duties under those Sections. Specific costs to be analyzed include: food and water, housing utilities, medication, and vehicle fuel used in the seizing and impounding of dogs.

A calling of the roll resulted in the following vote:

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

**RESOLUTION (601-2022) AUTHORIZE – 2021 BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM GRANT AGREEMENT - OHIO DEPARTMENT OF DEVELOPMENT (ODOD)**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to authorize the 2021 Building Demolition and Site Revitalization Program Grant Agreement;

WHEREAS, on behalf of several municipalities and/or agencies throughout the Tuscarawas County, the Tuscarawas County Board of Commissioners has applied for and been awarded funds through the above referenced grant program (up to but not to exceed \$490,887.00) for the **2021 Building Demolition and Site Revitalization Project;**

NOW, THEREFORE, BE IT RESOLVED that the Tuscarawas County Board of Commissioners by either it's President or Vice-president is authorized to sign the grant agreement and any required documentation to execute the grant agreement and implement the program. The Tuscarawas County Board of Commissioners will abide by all terms and conditions of the ODOD-Building Demolition and Site Revitalization grant agreement.

*Approved as to form by Robert Stephenson, II, Assistant Prosecuting Attorney.*

**Ohio Department of Development  
Building Demolition and Site Revitalization Program  
Grant Agreement**

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Tuscarawas County** (the "Grantee") for the period **January 1, 2022 to May 1, 2023**, to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Building Demolition and Site Revitalization Program in accordance with the terms of this Agreement, the Grant Application (the "Application"), which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system, the contents of this Agreement (collectively, the "Project") and the Building Demolition and Site Revitalization Guidelines. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

**Statement of the Agreement**

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$490,887.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in the **Application** which is incorporated herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project and for costs considered allowable according to program guidelines or other documentation guidance provided by Development. The Grantee must ensure legal access/authority to the property and that the property is an eligible location. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit III: Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
2. **Funding Source.** The Building Demolition and Site Revitalization Program was established in House Bill 110 of the 134<sup>th</sup> General Assembly, codified in Ohio Revised Code section 122.6512 and found in the Ohio Administrative Code sections 122:32-1-01 through 122:32-1-06. This program awards grants for the demolition of commercial and residential buildings and revitalization of surrounding properties on sites throughout Ohio that are not brownfields.
3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in Exhibit II and until satisfactorily completed.
4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to

provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. If applicable, Grantor will not release the final 10% of funding until Grantee confirms matching funds are expended.

6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in **Exhibit II: Reporting**.
7. **Demolition Requirements.** If Demolition activities are intended to be part of the Project and the building(s) is at least 50 years old, Grantee must comply with all policies of Ohio's State Historic Preservation Office (SHPO) and complete the waiver form attached as **Exhibit IV**. Any property individually listed on the National Register of Historic Places (NHRP) or a contributing building in a historic district listed on the NRHP is not eligible for demolition unless provided a waiver through SHPO (Exhibit IV). If a property is not listed on the NHRP but Grantee is aware it may be eligible for listing in the NHRP and no local historic review authority exists, Grantee must notify SHPO prior to demolition and adhere to any SHPO requirements. Should Grantee fail to follow SHPO procedures, grant funds may be forfeited for any demolition activity at the property.
8. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
9. **Audits.** Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award. Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.
  - i. **Single Audit:** Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements. The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants. Single audits must be performed by an independent public accountant. Single audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the audit period.
  - ii. **Grant Specific Audit:** Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement. A grant specific audit must be performed by an independent public accountant. Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.
  - iii. **Audit Standards:** Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.



10. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in **Exhibit II: Reporting**.
11. **Reports and Records.**
  - a. **Performance Reports.** Grantor shall supervise, evaluate and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.
  - b. **Signature and Costs.** The authorized representative on behalf of Grantee shall certify by his or her submission of each report required by Exhibit II that the information reported by Grantee is true, complete and correct.
12. **Rights of Inspection.** Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.
13. **Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration within the electronic application system 30 days prior to the date of the change and Grantor approves the proposed alteration within the electronic application system. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration within a reasonable period of time.
14. **Grantee Certifications and Assurances.** By signing this Agreement, Grantee certifies and assures the following:
  - a. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of

its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

- b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 15, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- c. **Accounting.** Accounting systems used by Grantee are in accordance with generally accepted accounting standards and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.
- d. **Insurance.** Grantee is and shall remain throughout the term of this Agreement insured by a surety or fidelity insurance to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain on file and produce a copy at the request of the Grantor a Certification of Fidelity Bonding and Collateral Security of Deposits.
- e. **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

**15. Termination**

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
  - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
  - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
  - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
  - iv. Failure of Grantee to comply with the State Historic Preservation Office.
  - v. Failure to spend matching funds, if applicable.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

**16. Remedies.** Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (3) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (4) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (5) ineffective or improper use of the Grant Funds provided under this Agreement; (6) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (7) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (8) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.
          - c. **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 of this Agreement, demand repayment of Grant Funds improperly expended. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
          - d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
          - e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
17. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
18. **Liability.**
  - a. **Public Agency or Governmental Entity.** If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.

19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
20. **Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
21. **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement
22. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
23. **Adherence to State and Federal Laws, Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
  - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
24. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

25. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
26. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
27. **Miscellaneous.**
- a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- c. **Program Income.** Any funds that were billed to the property owner as part of a nuisance order or other means and subsequently paid by a property owner to Grantee for Project work that was billed/paid by Grantor with Grant Funds, shall be returned to Grantor.
28. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
29. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
30. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
31. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically

in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

a. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Department of Development  
Office of Energy and Environment  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Deputy Chief

ii. In the case of Grantee, to:

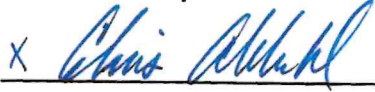
Tuscarawas County  
125 E High Ave Rm 212 New Philadelphia, OH 44663-2503

**Signature**

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

**Grantee:**

Tuscarawas County

X 

Authorized Official

Chris Abbuhl

Printed Name:

Commissioner

Title:

7/18/2022

Date:

**Grantor:**

State of Ohio, Department of Development

By:

Printed Name:

Title:

Date:

**EXHIBIT I****Scope of Work/Budget/Grant Application**

Project scope of work and budget is located within Grantor electronic application system (Salesforce).

**EXHIBIT II****Reporting**

Grantee shall provide the information listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format to submit the information and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

1. **Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor on a monthly basis as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rationale for the advance and anticipated uses. The rationale should include supporting documentation for the requested costs.
2. **Quarterly Performance Reports:** These reports must include documentation of demolition including before, during, and after pictures of demolition activity for each address, expenses, matching funds if required, environmental reports, authority for demolition (title, consent, court order, etc.) and contractor release of liens. Quarterly Performance Reports are due by 5:00 p.m. on the second Friday after the end of each quarter.
3. **Final Performance Report:** Lead Entities must provide a final performance report on demolitions and land reutilization by December 31, 2023. This report must include the number of demolitions completed, expenditures including in-kind contributions, and program accomplishments including community and economic benefits realized.

**EXHIBIT III**

Special Conditions may be included within this Grant Agreement as agreed upon by Grantee and Grantor.

**EXHIBIT IV**



**Building Demolition and Site Revitalization  
Historic Waiver Form**

*Instructions: Building Demolition and Site Revitalization grantees must complete this form if a proposed property is subject to the historic review. Please note that any property individually listed on the National Register of Historic Places (NRHP) or a contributing building in a historic district listed on the NRHP may not be eligible for Building Demolition and Site Revitalization funds. Properties not on the NRHP that are less than fifty (50) years old do not require approval. Where a local historic preservation review board or process is available, that process is determinative, and this form is not required. You may attach a second page if additional space is needed. Forms should be submitted to [section106@ohiohistory.org](mailto:section106@ohiohistory.org)*

Partner: \_\_\_\_\_  
Parcel ID: \_\_\_\_\_  
Target Area: \_\_\_\_\_

**Please check all that apply:**

- Property is at least 50 years old;
- Property is listed in the Ohio Historic Inventory;
- Property is not individually listed on the NHRP or a contributing building in a historic district listed on the NRHP;
- Property may have "historic significance" individually or via proximity to a historic district;
- No local historic preservation design review authority exists;
- Upon information and belief, no funds are available to preserve the property;
- I have confirmed the above information is accurate based on the SHPO Online GIS mapping system.

**Please answer the following to the best of your ability:**

Property Address/Location:

Description of the Property:

Date building and any adjacent buildings were built:





List of any adjacent properties on or eligible for the NRHP:

Condition Assessment:

Recent Transfers:

Alternative treatments considered and the cost of each:

Reason "historic significance" is suspected, if applicable:

Other information warranting consideration:

I am a duly authorized representative of the Partner with the authority to execute this waiver form on behalf of the Partner. I have read and understand the [Building Demolition and Site Revitalization Guidelines](#) and other governing documents related to this program. I certify that the statements contained above are accurate and this waiver complies with all guidelines and governing regulations.

Signature of Certifying Individual: \_\_\_\_\_  
Name of Certifying Individual: \_\_\_\_\_ Date \_\_\_\_\_

SHPO Recommendation: Approve Waiver Deny Waiver  
Signature of SHPO Staff: \_\_\_\_\_ Date \_\_\_\_\_

**Discussion:** *Commissioner Abbuhl stated this is a great program because we have been able to utilize this throughout the county from different sectors. There have been several applications, Dover, New Philadelphia, Uhrichsville, Newcomerstown, Educational Service Center and some others have applied. It is good we are able to utilize these dollars and there is a need to use the program and get rid of some neglected properties.*

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

**RESOLUTION (602-2022) AUTHORIZE NEGOTIATIONS - ARCHITECTURAL/ENGINEERING SERVICES - JOHN PATRICK PICARD ARCHITECT, INC. - COUNTY MULTI-USE BUILDING PROJECT**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to authorize Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development to enter into negotiations with John Patrick Picard Architect, Inc. for Architectural/Engineering Services in connection with the New County Multi-Use Building Project that will be funded by the American Recovery Plan Act of 2021. John Patrick Picard Architect, Inc. was rated the top respondent after evaluation of all of the responses to the Request for Qualifications.

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

**RESOLUTION (603-2022)**

**PAY BILLS**

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

<b>911</b>		
Union Hospital	Employee Lab Screenings	\$35.75
APCO International	Training/Recertifications	\$389.13
		<b>\$424.88</b>
<b>American Rescue Plan Act</b>		
Copley Ohio Newspapers	Legal Ad	\$445.14
Alban Title LLC	Land Purchase Agreement	\$343,924.33
		<b>\$344,369.47</b>
<b>Auditor</b>		
Middaugh Printers	Record of Funds Transfers	\$68.00
Office Depot	Supplies	\$26.60
		<b>\$94.60</b>
<b>Clerk of Courts</b>		
Software Computer Group	Service	\$65.99
Xerox	Service	\$24.48
Independence Business Solutions	Supplies	\$26.58
Staples	Supplies	\$134.97
Graphic Enterprises	Service	\$615.20
		<b>\$867.22</b>
<b>Commissioners</b>		
ODP Business Solutions	Supplies	\$44.16
Tusc Co Chamber of Commerce	Registration	\$75.00
MNJ Technologies	Computers/Prosecutor	\$1,221.00
MNJ Technologies	Computers/Prosecutor	\$804.00
MNJ Technologies	UPS Unit Project/IT	\$240.00
Frontier	Service	\$69.70
NP Water Dept	Service	\$364.23
NP Water Dept	Service	\$258.12
NP Water Dept	Service	\$200.60
Multi County Juvenile Attn System	Third Quarter 2022	\$350,126.19
Koorsen	Repairs	\$605.00
Go Shred	Shredding Services	\$150.00
Copeco	Supplies	\$719.85
Hillyard OH	Supplies	\$553.19
Kayline	Supplies	\$333.87
Heritage Country Store	Supplies	\$113.98
Frontier	Service	\$50.02
Tuscora Electric	Supplies	\$1,155.53
Menards	Supplies	\$63.46
Comdoc	Supplies	\$64.01
Independence Business Supply	Chairs	\$1,866.96
Schoenbrunn Landscaping	Landscaping/Mulching	\$247.80
Schoenbrunn Landscaping	Landscaping/Mulching	\$4,803.00
Heritage Coop	Fuel	\$134.48
Dawson Security	Service Call/Repair	\$150.00
Tusc Co IT Dept	Supplies	\$268.50
Tusc Co IT Dept	Supplies	\$506.40
Tusc Co IT Dept	Supplies	\$217.54
MNJ Technologies	Computer Equipment/Prosecutor's	\$947.00
First Communications	Long Distance	\$26.25
First Communications	Long Distance	\$90.27
Bridges Excavating	Parking Lot Drain Repairs	\$3,491.24
		<b>\$369,961.35</b>

**Common Pleas**

Matthew Bender & Co	Legal Publication	\$205.10
Interpreters XP	Services	\$710.60
Thomson Reuters West Payment	Library Plan Charges	\$156.32
MNJ Technologies	Microsoft Office	\$402.00

\$1,474.02

**Community & Economic Development**

C & C Electric	CHIP Home Repair/Change Order	\$2,250.00
Tusc Co OCED	CHIP Admin	\$3,685.59

\$5,935.59

**Community Corrections**

Tyler Technologies	Annual Case Management Renewal	\$6,240.00
Tusc Co Sheriff's Office	Fuel	\$289.62
Ohio AMS	Drug & Alcohol Testing/Monitoring	\$7,413.00

\$13,942.62

**Dog Pound**

Scott's Lawn Care	Mowing Services	\$250.00
NP Water Dept	Service	\$94.48
Tusc Co Sheriff's Office	Fuel	\$902.21
Crystal DiGenova	Mileage Reimbursement	\$63.04
Action Now	Pest Control	\$37.00

\$1,346.73

**Engineer**

Ohio Machinery	Repairs/Parts	\$5,497.08
Kimble Recycling	Trash Dumpsters PW & NP	\$81.00
NP Water Dept	Water/Sewer/Trash	\$370.28
Fastenal Co	Bridge & Culvert Supplies	\$148.06
Asphalt Materials	Mat'l per bid	\$97,138.50
Precision Repair Services	Repairs/Parts	\$941.29
Heritage Land Services	CR 37 Property Acquisition	\$5,282.00
Newton Asphalt	Mat'l per bid	\$47,886.97
Southeastern Equipment	Repairs/Parts	\$1,833.24
Ace Truck Equipment	Dump Body/Hoist/Hydraulic System	\$49,915.00
Cross Truck Equipment	Repairs/Parts	\$108.12
Dover Brake	Repairs/Parts	\$95.50
Ohio Machinery	Repairs/Parts	\$136.00
Yoder Small Engines	Repairs/Parts	\$66.35
Summers Rubber	Repairs/Parts	\$185.49
Young Truck Sales	Repairs/Parts	\$170.07
McLean Co	Repairs/Parts	\$392.34

\$210,247.29

**Information Technology**

Pioneer 360	Internet/Support	\$75.00
MNJ Technologies	Security Device Renewal	\$8,000.00
Horizon Network Partners	Internet Connection	\$608.00

\$8,683.00

**Job & Family Services**

Brenda Hughes et al	NET Mileage Reimbursement	\$8,035.20
Tusc Co Commissioners	Cost Allocation	\$3,522.77
Horizons of Tusc & Carroll	Transportation	\$13,184.40
Wex Bank	Gas	\$2,500.78
Ronald & Denise Tedrick	Transportation	\$10.20
Benjamin & Emily Lippert	Transportation	\$95.40
Malissa Cantarero	Travel	\$477.09
Meghan May	Travel	\$25.79
Tusc Co Commissioners	Cost Allocation	\$8,843.45
Verizon Wireless	Cell Phone Bill	\$1,219.29

Tusc Co Commissioners	Rent & Utilities	\$3,211.61
Treasurer State of OH	Fingerprints	\$822.00
Treasurer Tusc Co	Audit Fees	\$1,067.54
Biometric Information Management	Annual Maintenance	\$800.00
Staples Business Credit	Chairs	\$399.98
Staples Business Credit	Supplies	\$111.20
US Postal Service	Postage by Phone	\$2,500.00
US Post Office	Business Reply Mail	\$1,000.00
Lowe's	Maintenance Supplies	\$131.19
American Electric Power	Ohio Start/Electric	\$536.95
Columbia Gas	Ohio Start/Gas	\$62.53
Treasurer State of OH	Fingerprints	\$283.50
Benjamin & Emily Lippert	Transportation	\$195.60
Ronald & Denise Tedrick	Transportation	\$91.80
Luke & Megan Kneuss	Kinship Licensing Incentive Program	\$545.48
Dot's Tots Foundation	Reimb/Freezer Meals	\$436.74
Andy & Laurie Chaffee	IV-E Daycare	\$3,240.00
Timber Trail Apartments	FACES/Rent & Deposit	\$120.00
Angele Daniels	Kinship/Air Conditioner	\$599.99
M-n-M Visitation Services	Visitation	\$1,650.00
T & G Youth Services	Independent Living	\$750.00
Natalie Zimmerman	Cleaning Supplies for Client	\$34.69
Triad Deaf Services	Interpretation Services	\$112.00
Malissa Cantarero	FC Meals	\$526.44
Cleveland Clinic	FC Medical	\$1,246.00
Ashley & Robert Bunton Jr	Generator Gas	\$175.00
Wayfair LLC	CSBP Incentive	\$12,478.72
Aaron & Leanna Kotasek	Transportation	\$96.00
Derek & Savannah McCune	Transportation	\$96.00
Ashley & Robert Bunton Jr	Transportation	\$142.80
Goodwill Industries of Greater CLE	FACES/Parenting	\$1,950.00
Dr Nicholas Varrati MD	Drug Screens	\$120.00
The Village Network	Evaluations	\$1,000.00
JDRL Properties	FACES/Rent & Deposit	\$2,300.00
Lighthouse Family Center	FACES/Assessment & Report	\$1,180.00
Pure Gift of God	PASSS	\$190.00
Insight Vision Care	PASSS	\$913.50
Business Card	Conference Call/Storage/ADOBE	\$551.57
Ashley & Robert Bunton Jr	Transportation	\$152.40
Business Card	Lodging	\$140.61
Frontier	Fire Lines	\$116.36
Language Line Services	Interpreter	\$12.50
Lexis Nexis Risk Solutions	User Fees	\$339.00
Peoples Lawncare	Mow & Trim	\$225.00
Ohio Turnpike	EZ Pass Fee & Tolls	\$12.75
Medpro Group IME Solutions	Examination	\$750.00
Dominion Energy	PRC/Gas	\$98.66
City of Dover	PRC/Electric	\$104.95
The General Auto Insurance	PRC/Car Insurance	\$79.84
Parkside & Heritage Village LLC	PRC/Housing	\$846.99
Advantage Family Outreach et al	Boarding Home Payroll	\$402,500.94
City of New Philadelphia	CSBP/Building Permit	\$30.00
Ashley & Robert Bunton Jr et al	Boarding Home Payroll	\$25,886.00
Veard Bolivar Limited Partners	COVID PRC/Rent	\$392.00
		\$511,271.20

**Juvenile/Probate**

Copley OH Newspapers	Legal Ad	\$1,157.69
Greenleaf Family Center	Interpreter	\$900.00
Tara Wright-Timberlake	Guardianship Case Atty Fees	\$350.00
Independence Business Supply	Supplies	\$44.70
Tara Wright-Timberlake	Guardianship Case Atty Fees	\$330.00

\$2,782.39

**Law Library**

Independence Business Supply	Supplies	\$13.96
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\$13.96

**Park Department**

Kimble Company	Limestone	\$528.28
CLP Services	Portable Restroom @ NJC	\$100.00
John Deere Financial	Supplies	\$235.40
Menards	Supplies	\$124.49
Menards	Supplies	\$35.82
Menards	Supplies	\$62.96
Menards	Supplies	\$70.44
Stony Point Supply	Log Puller	\$103.20
Holmes Rental Station	Mower Blades	\$76.29
Heritage Coop	Fuel	\$262.37

\$1,599.25

**Public Defender**

Charter Communications	Phone/Internet Service	\$283.08
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\$283.08

**Recorder**

Xerox	Base Copy Charge	\$80.20
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\$80.20

**Sheriff**

Parkway Auto Group	Cruiser Repairs	\$707.79
Larry Cannon	Transportation Toll Reimb	\$12.75
Hajoca Corp	Supplies	\$140.98
Mastercard	Supplies	\$399.96
MB3 Services	Wall Cabinets	\$1,820.00
Union Hospital	Employee Lab Screenings	\$107.25
New Phila Water Dept	Water	\$3,882.75
Jones Family Dentistry	Inmate Medical Treatment	\$475.00
Diamond Medical Supply	Medical Supplies	\$166.24
Union Hospital	Inmate Medical Treatment	\$23.34
Bureau of Criminal Investigation	CCW Background Checks	\$1,090.50

\$8,826.56

**Southern Court**

Dominion Energy	Service	\$139.00
Alcohol Monitoring	GPS/Alcohol Bracelets	\$506.25

\$645.25

**Treasurer**

Alban Title	Final Judicial Report	\$50.00
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\$50.00

**Veterans**

Lowe's Business Account	Signs & Trimmer/Blower	\$199.42
Treasurer Tusc Co	Fuel	\$616.36
Action Now	Pest Control	\$45.00
Heritage Coop	Fuel	\$448.47

\$1,309.25

**Water & Sewer**

Tuscarawas Utilities	Sewage Disposal	\$4,153.38	
Tuscarawas Utilities	Sewage Disposal	\$1,432.64	
Copley Ohio Newspapers	Legal Ad	\$172.69	
John Deere Financial	Materials	\$171.91	
Enterprise Fleet Management	Lease Payment	\$2,004.09	
Enterprise Fleet Management	Lease Payment	\$905.87	
Tuscarawas Utilities	Water Purchased for Resale	\$2,324.18	
American Electric Power	Service	\$2,046.96	
American Electric Power	Service	\$57.38	
Ohio Utility Protection Service	Manual Callouts	\$8.00	
Go Shred	Shredding Services	\$70.00	
Kimble Recycling	Sewage Disposal	\$1,873.35	
Frontier	Service	\$301.63	
American Electric Power	Service	\$312.59	
Frontier	Service	\$44.36	
American Electric Power	Service	\$10,744.61	
Frontier	Service	\$60.13	
US Bank Equipment Finance	Copier Lease	\$166.64	
Cintas	Uniform Rental	\$1,044.40	
Oster Sand & Gravel	Materials	\$226.71	
Tusc Co Commissioners	Postage Reimbursement	\$649.73	
Staples	Supplies	\$181.66	
American Electric Power	Service	\$115.07	
Ream & Haager Lab	Lab Services	\$2,598.78	
Ream & Haager Lab	Lab Services	\$1,826.44	
Ream & Haager Lab	Lab Services	\$23.28	
Ag-Pro Ohio	Maint/Repairs	\$1,088.68	
Reberland Equipment	Maint/Repairs	\$221.00	
Holmes Wayne Electric Coop	Service	\$873.00	
Troy Pantilis	Cleaning Services	\$320.00	
Wayne Garage Door	Maint/Repairs	\$310.00	
Ohio Light Truck Parts	Equipment	\$1,088.00	
			\$37,417.16
	GRAND TOTAL		\$1,521,625.07

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

**RESOLUTION (604-2022) EXECUTIVE SESSION – WATERWORKS HILL ROAD**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to move into Executive Session at 9:15 a.m. for the purpose of pending litigation of Waterworks Hill Road per Ohio Revised Code Section 121.22 (G)(3).

Those present for the Executive Session were as follows:

- Chris Abbuhl, Commissioner
- Kerry Metzger, Commissioner
- Joe Bachman, County Engineer
- Owen Rarric, Attorney at Law

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

*Commissioner Abbuhl called the meeting out of Executive Session and back into regular session at 9:29 a.m. with no action taken.*

**Midvale/Barnhill Area Regional Sewer Facilities Plan:** Sanitary Engineer, Michael Jones and Corey Henry, from Mill Township were in attendance to give a presentation on the Midvale/Barnhill Area Regional Sewer Facilities Plan. Mike wanted to update the Commissioners on where this project currently stands and get some feedback from the Board before moving on to the next step.

The project consists of two different things, Capital Improvement Planning for the existing facility in the Barnhill area which is nearing 20 years old. We want to look at inventorying Capital Improvement needs which means putting together a program for addressing those needs over the next 5-10 years to continue to provide service at those facilities.

The second item to be incorporated into the study is the alternative for public sewer service for adjacent unsewered areas that could feasibly be served by this system or a new system. This would include Roswell, Baltzley and the Brightwood area. The project just started to grow once we started looking into the Village of Roswell, the more we looked at things, the more it made sense to take a regional look at things.

Mike stated since talks started about the regional study, the county has been approached by Mill Township to take a look at some unsewered areas in the township. Areas to be considered for this study are as far south as the Newport area, Superior Road, North 2<sup>nd</sup> and 3<sup>rd</sup> St Extensions, Maple Grove, Gatchell Road and Wardell Hollow. These areas are tributary to Twin City Water & Sewer District. The big challenge for servicing these areas is who is going to be the servicing provider and also does Twin City have the capacity to add these areas to their facilities. By taking a regional approach, there are options of potentially converting some of the flow that is going to Twin City and taking it possibly to a large regional county plant or possibly splitting the flow to the City of New Philadelphia and some to Twin City and try to provide adequate capacity to serve these areas. There still needs to be communication with New Philadelphia and Twin City to see if they are receptive to these ideas.

The study will be subdivided into four distinct components: Existing Facilities, Village of Roswell, Midvale/Barnhill/Brightwood/Kerr/Baltzley Valley Area and Mill Township Sewer Extensions. Previously, ADR Associates was chosen as the consultant for this project and the negotiations have concluded. The county allocated \$100,000 in ARPA funds to cover the planning costs for this project and ADR Associates total is \$82,000. Mike noted for the Board that prior to the County looking at Roswell, they were trying to put in a sewer system on their own and were not able to obtain the funding, but they did apply for some funds through the Army Corps of Engineers and was approved for \$925,000 and this money is able to be used for this type of regional project. This grant money could possibly cover the whole cost of the design phase.

Commissioner Metzger asked Mike about the timeline for the study. Mike stated it should take about 4-6 month to complete. Commissioner Abbuhl asked who the responsible parties are right now for Mill Township and the other areas of the study. Mike replied this is a question that will have to be worked out during the study.

Corey Henry from Mill Township stated Twin City is allowed to serve Mill Township with the formation of their district, but they don't have too. Mill Township does not have anyone that sits on the Board so the township does not have a say in anything. Twin City has a few residences where their water runs and a few residences where there is sewer in Eastport. The Simpson area is county sewer. Twin city does not have to service all of Mill township unless they want too. Commissioner Abbuhl would like to see the documentation of who services what district. The Commissioners want to improve the quality of life for the residents of Tuscarawas County and this study needs to be done.

Mr. Henry stated Mill Township just wanted a voice to make sure they were part of the study. Mill Township needs services and just wants to make sure in 20 years they are still being serviced. Mr. Henry stated Twin City has sewer lines that run to Novelis and then stop. The water lines run all the way to Newport. The study needs to find out who is required to service Mill Township. Twin City is almost at capacity now and stated they would not take on any more services.

**Dave Bennett:** Mr. Bennett stated he stopped by for two reasons, but realized he was in the wrong place and needed to talk to Joe Bachman, not the Commissioners. He wanted to bring it to the attention of the Engineer, Joe Bachman that the intersection of Middle Branch and Dover Zoar Rd is dangerous and there has been a fatality at this intersection. In the Summer, the traffic is worse. Mr. Bennett stated the speed is too high and drivers have to pull out into the Northbound lane in order to see traffic and then you interfere with the traffic trying to turn left from the Southbound lane of Dover Zoar Rd to enter Mill Run. Mr. Bennett is going to go to Joe Bachman's office.

Mr. Bennett's second reason for coming was to update the Board on his volunteerism at the Convention of States (COS). Mr. Bennett was present in a meeting a few months ago to introduce the Board to COS. Mr. Bennett stated since he was here last, there have been some changes. COS had 15 states at that time who had approved a resolution for term limits, responsibility and government over-reach. We are trying to return power back to the states. Since Mr. Bennett's last visit, there have been four more states added such as Nebraska, Wisconsin, West Virginia and South Carolina. The resolution for all 19 states is identical. There needs to be 34 states on board. There are three more states that might pass the resolution this Summer, North Carolina, Pennsylvania and Ohio.

**OTHER BUSINESS:** Commissioner Metzger stated he was at Fort Laurens this past weekend at the

shoot a 3" Hollister and a 4" Cannon. There was a recognition of the Unknown Patriot. Mr. Metzger enjoyed seeing the kids that were there with their parents and everyone was really involved with describing the history and spending time with their children. The muskets were shot and there a demonstration on how they drilled. It was a very good presentation and learning experience for all.

Commissioner Abbuhl talked about his experience at the John Glenn Leadership Academy at Ohio State University (OSU) this past week. The overall theme was The Importance of Working in a Bipartisan Way to be able to problem solve, collaborate and plan for the future. It was a team working effort on issues that come up and face different sectors of elected officials. There was a vast diversity of people attending. The team building included simulations on different topics that may arise at any given time, such as, emergencies that might happen within your community and how you would react, what would you do if there was an active shooter situation. The police chief would come and give updates on the situation and the groups had to join forces on how they would handle this type of situation and everyone had different ways of doing it, but you had to come together and do what was best for the residents, community and anyone else involved. Commissioner Abbuhl was very impressed with the whole program.

**RESOLUTION (605-2022) ADJOURN**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 10:05 a.m. to meet in Regular session Monday, the 25th day of July, 2022

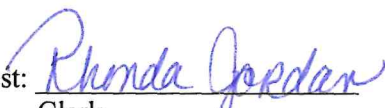
**VOTE:** Chris Abbuhl, yes;  
Kerry Metzger, yes;  
Al Landis, absent;

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

  
Chris Abbuhl

  
Kerry Metzger

Al Landis, absent

Attest:   
Clerk