

# February 7, 2024

## Agenda

*Lord's Prayer*  
*Pledge of Allegiance*

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9:30 a.m. Bid Opening – Wilshire Hills Waste Water Treatment Plant Upgrade, Phase 2

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Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation

Approve Out of County Travel – Emergency Management Agency

Approve Out of County Travel – Clerk of Courts

Approve Hire – EMA Director

Approve road Maintenance Agreement – Precision Geophysical

Approve Dog & Kennel Report – January 2024

Declare Obsolete – Office Equipment – IT

Award Provisional Bid – PDK Construction - Engineer

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 7<sup>th</sup> DAY FEBRUARY, 2024 WITH THE FOLLOWING MEMBERS PRESENT:

Kristin Zemis  
Greg Ress  
Chris Abbuhl

Commissioner Kristin Zemis presiding.

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

### RESOLUTION (132-2024) APPROVE MINUTES

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress, to approve the minutes from the February 5, 2024 meeting as written.

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

### RESOLUTION (133-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Monique Bailey	JFS	\$88.97
Commissioners	Clerk of Courts	\$2,911.44
Commissioners	Clerk of Courts	\$1,663.68

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

**RESOLUTION (134-2024) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Auditor	E-2000-U056-U99	E-2000-U156-U71	\$10,000.00	Needed to cover 2022 audit cost charges
Auditor	E-4060-Y018-Y05	E-4060-Y018-000	\$5,000.00	Needed to cover claims
Auditor	E-4060-Y018-Y05	E-4061-Y018-Y22	\$110,000.00	Needed to cover claims
Auditor	E-4060-Y018-Y05	E-4060-Y018-Y02	\$18,000.00	Needed to cover claims
Board of Elections	E-1855-T045-T10	E-1854-T045-T42	\$409.90	Needed to purchase computer
Water & Sewer	E-1310-P000-P34	E-1310-P000-P41	\$2,250.00	Cover onsite Badger meter training Baltic
Water & Sewer	E-1300-P300-P16	E-1300-P100-P05	\$2,250.00	Cover onsite Badger meter training Baltic
Water & Sewer	E-1310-P000-P34	E-1310-P000-P24	\$15,000.00	Cover Wilkshire Hills Water Treatment Plant upgrade contract #2 Proj ID# WH-19-05 (Stanley Miller Construction)

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

**RESOLUTION (135-2024) OUT OF COUNTY TRAVEL – EMA**

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the following travel request as submitted by Jennifer James, Interim EMA Director:

**DATE:** April 16-17, 2024  
**LOCATION:** Columbus, OH  
**ATTENDEES:** Jenn James  
**USING COUNTY VEHICLE:** Yes  
**EXPENSE:** HOTEL \$165.00  
 MEALS \$135.00  
**TOTAL** \$300.00

**REASON:** The Emergency Management Agency of Ohio (EMAO) and Ohio EMA are hosting the annual spring conference and Vendor show. A representative from each county is required to attend.

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

**RESOLUTION (136-2024) OUT OF COUNTY TRAVEL – CLERK OF COURTS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following travel request as submitted by Jeanne M. Stephen, Clerk of Courts:

**DATE:** February 14, 2024  
**LOCATION:** Columbus, OH  
**ATTENDEES:** Jeanne Stephen  
**USING COUNTY VEHICLE:** No  
**EXPENSE:** Approximately \$117.60 for mileage  
**REASON:** OCCA Executive Committee Meeting

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

**RESOLUTION (137-2024) APPROVE HIRE - EMERGENCY MANAGEMENT DIRECTOR**

It was moved by Commissioner Ress, and seconded by Commissioner Abbuhl to approve the following:

WHEREAS, Jennifer James has been determined by the Board of Commissioners, to meet the minimum qualifications established for the classification of Emergency Management Director.

WHEREAS, the classification of Emergency Management Director is considered to be in the unclassified service, pursuant to Ohio Revised Code.

THEREFORE, be it resolved that Jennifer James shall begin her employment as the full time Emergency Management Director effective February 12, 2024 in the unclassified service at a rate of \$48,880.00 annual salary.

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

**DISCUSSION: EMA HIRE:** *Kris Lowdermilk, HR Manager, stated a couple of weeks ago, we announced that Jennifer James was going to be the Interim Director for the Emergency Management Agency (EMA), and today we are here to announce Jennifer James is going to be the Director of EMA.*

*Commissioner Zemis stated that Jennifer has gone through a lot of transition since starting with EMA two- and one-half years ago. She has gone from employee to Assistant Director to Interim Director and now to Director. Commissioner Zemis thinks Jennifer is more than qualified to do this job and do it well.*

*Commissioner Ress added he attended a meeting that Jennifer was attending and he saw a whole different side of her. He saw the business side of her and she handled herself so well in the meeting and he is excited to have her as the Director of EMA.*

*Commissioner Abbuhl closed by stating he enjoys when the Commissioners are all on the same page. We are definitely on the same page with you being appointed to Director of EMA. You have surpassed the qualifications because of your past experience. We are looking forward to many years under your direction. You have the mind set and repour with the Local Emergency Planning Committee (LEPC) and the community. We are looking forward to working with you.*

**RESOLUTION (138-2024) ROAD MAINTENANCE AGREEMENT – PRECISION GEOPHYSICAL INC**

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the road maintenance agreement with Precision Geophysical, Inc to use one half mile of Tuscarawas County Road No. 3 (Salt Fork Rd SW) and one mile of CR 4 (Stocker Ridge Rd) for the purpose of ingress to and egress from for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the oil & gas development site. This action is taken upon the request of Douglas N. Bachman, Tuscarawas County Engineer.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

- The portion of CR 3, to be utilized by Operator hereunder, is that exclusive portion beginning at PER ATTACHED MAP route description here ending at the intersection of CR 3 for any of its Drilling Activities hereunder. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 3 for any of its Drilling Activities hereunder.
- The portion of CR 4, to be utilized by Operator hereunder, is that exclusive portion beginning at PER ATTACHED MAP and ending at the oil and gas development site the intersection of CR 4 wherein Operator's site is to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 4 for any of its Drilling Activities hereunder.
- Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Tuscarawas County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
- The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
- Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

**MODEL ROADWAY USE AND MAINTENANCE AGREEMENT FOR HORIZONTAL DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at New Philadelphia, Ohio, by and between Tuscarawas County, a political subdivision, whose mailing address is 125 E. High Avenue, New Philadelphia, OH 44663, (hereafter "Authority"), and PRECISION GEOPHYSICAL, INC., whose address is PO Box 152 44601 WASHINGTON TWP, TUSCARAWAS COUNTY, OHIO 44652 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

WHEREAS, Authority has control of the county roads within Tuscarawas County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the 1/2 [DEVELOPMENT SITE NAME] (hereafter collectively referred to as "oil and gas development site"), including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Oil and Gas Development Site located in CR 4 Stocker Ridge Rd Township, Tuscarawas County, Ohio; and

WHEREAS, Operator intends to commence use of 1/2 miles of CR (name and number) CR 3 SALT FORK RD SW and 1 miles of CR (name and number) CR 4 Stocker Ridge Rd for the purpose of ingress to and egress from the, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Oil and Gas Development Site (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county road contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

- 6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than \_\_\_\_\_ & 00/100 DOLLARS (\$\_\_\_\_\_.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
- 7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
- 8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
- 9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
- 10. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.
- 11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
- 12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

- 14. Agreement shall be governed by the laws of the State of Ohio.
- 15. This Agreement shall be in effect as of date executed set forth below.

<b>Authority</b>	<b>Operator</b>
By: <u><i>Kristin Zeman</i></u> Commissioner	By: <u><i>[Signature]</i></u>
By: <u><i>Meg Ross</i></u> Commissioner	Printed name: <u>ERIC PETERSON</u>
By: <u><i>Chris Adkins</i></u> Commissioner	Company Name: <u>PRECISION GEOPHYSICAL, INC.</u>
By: <u><i>Douglas N. Bachman</i></u> County Engineer	Title: <u>SUPERVISOR</u>
Dated: _____	Dated: <u>1-18-24</u>
Approved as to Form: <u><i>Kristine W. Bond</i></u> County Prosecutor	

# SAMPLE

## Appendix A

Operator shall be required to:

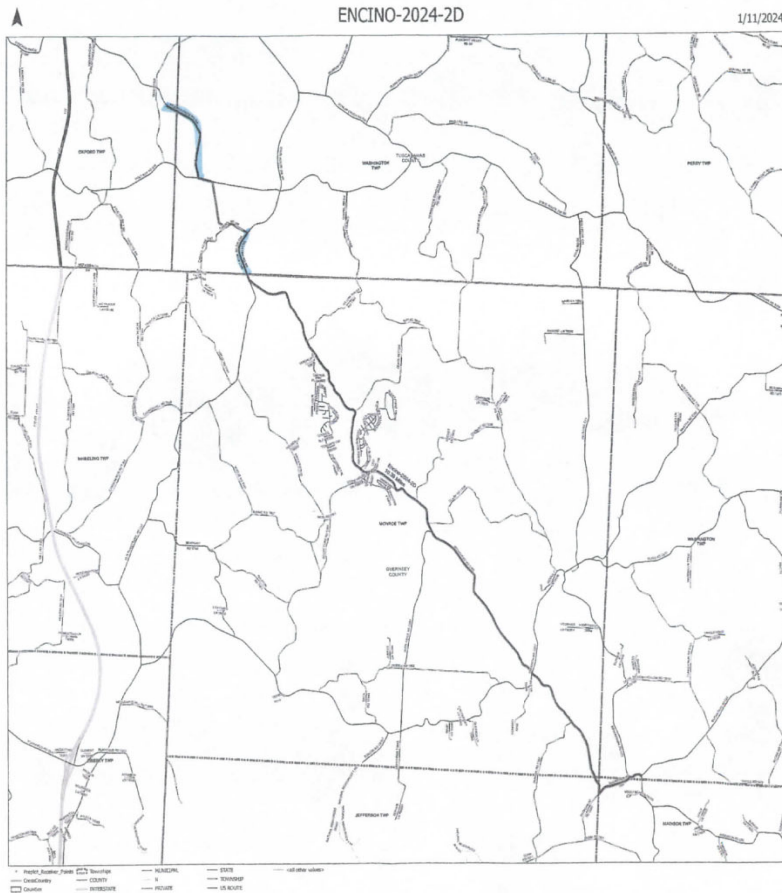
- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards, dated 10/10/11.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

*The intent of this Appendix A is to include anything agreed to by the parties –If the Authority wants plans prior to construction, then include – etc., etc. If the Authority doesn't want anything in Appendix A, then that is their option.*

*The parties could also address the scenario where more than one Operator is involved on the same Route in this appendix.*



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

**RESOLUTION (139-2024) DOG & KENNEL REPORT – JANUARY 2024**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the Dog & Kennel Report for January, 2024 as submitted by Elizabeth Lewis, Facility & Adoption Specialist:

**DOG & KENNEL MONTHLY REPORT**  
 January 2024

**RECEIVED**  
 FEB 01 2024  
 Tuscarawas County  
 Commissioners Office

1)	Total dogs picked up by Wardens (a+b)	25	
	a. Owner requested pick up	1	
	b. Strays picked up by Wardens	24	
2)	Strays brought in by public	3	
3)	Dogs brought to pound by owners	19	
4)	Total dogs to Pound (1+2+3)	47	
5)	Dogs adopted	8	
6)	Dogs redeemed by owners	19	
7)	Number of dogs euthanized	11 (Q=1, OR=6, PD=4)	
8)	Released to rescues	11	
	a. Pull fees	\$ 80	
9)	Pound fees	\$ 1602	
10)	Surrender fees	\$ 200	
11)	Pick up fees	\$ 720	
12)	License fees	\$ 416	
13)	Licenses sold on the road by Wardens	0	
14)	Licenses sold at the Pound	26	
15)	Complaints handled	59	
16)	Citations issued	8	
17)	Animal claims	0	
18)	Mileage on trucks	F150 2022 Truck #1 1308.7	
		F150 2021 Truck #2 1896.4	
		F150 2017 Truck #3 0	
		Total 3205.1	

Submitted by:

Euthanasia Key  
 Q = Quarantine PD = Pound Dog  
 OR = Owner Surrendered (either for health or aggression)

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

**RESOLUTION (140-2024) OBSOLETE PROPERTY – OFFICE EQUIPMENT – INFORMATION TECHNOLOGY**

It was moved by Commissioner Ress, 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.

**TUSCARAWAS COUNTY  
 INFORMATION TECHNOLOGY DEPARTMENT**  
 125 East High Avenue  
 New Philadelphia, Ohio 44663

**RECEIVED**  
 JAN 31 2024  
 Tuscarawas County  
 Commissioners Office

TO: Board of Commissioners  
 FROM: April Beachy, Director of Technology  
 DATE: 30 January 2024  
 RE: Obsolete, broken and not useful Equipment

Please declare the following equipment obsolete. It is either broken, no longer useful or obsolete.

DP Number	Item Description	Item Description	Quantity	Cost
1275	Sophos Firewall	C3005573KKB9605	1	\$15,000
1276	Sophos Firewall	C30055BQDGYG8E9	1	\$15,000
1279	Sophos ES150	NNG00170910552	1	\$7,000
962	NETGEAR FS116 FAST ETHERNET SWITCH (SWITCH CABINET)	FS131144DB806029	1	\$150
963	NETGEAR PROSAFE 16 PORT 10/100 ETHERNET SWITCH	16N2595H01A1C	1	\$100
1298	Fireeye NX 1500	Ad1636AP085	1	\$15,000
1299	Fireeye NX 1500	Ad1636AP063	1	\$15,000
1047	NETGEAR FS105 5-PORT SWITCH	1D517C3208DEB	1	\$200

Phone (330) 365 – 3236 Fax (330) 365 – 3375 Email: help@co.tuscarawas.oh.us

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

**RESOLUTION (141-2024) AWARD PROVISIONAL BID – PDK CONSTRUCTION INC – TUS-VAR GR PHASE 7 - ENGINEER**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to Award Provisional Bid from PDK Construction, Inc, recommended by Douglas N Bachman, Engineer in relation to the TUS-VAR GR Phase 7, Project #1-2024.



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

**RESOLUTION (142-2024) PAY BILLS**

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

<b>911</b>			
Language Line Services	Services	\$110.39	
			\$110.39
<b>American Rescue Plan Act</b>			
ADAMHS Board of Tusc & Carr	Treatment Ctr/App #6	\$96,582.60	
	Multi Use Bldg/Pymnt		
Massillon Construction & Supply LLC	App#5	\$252,893.28	
			\$349,475.88
<b>Commissioners</b>			
Dominion Energy	Gas Utility	\$2,070.81	
Dominion Energy	Gas Utility	\$486.94	
Frontier	Service	\$69.70	
G & L Supply	Supplies	\$1,255.99	
Medicine Ctr Pharmacy	Supplies	\$399.95	
Treasurer Tusc Co	2022 Audit Fees	\$693.35	
Treasurer Tusc Co	2022 Audit Fees	\$1,164.97	
Tusc Co Health Dept	TB Registry	\$5,600.00	
US Bank Equip Finance	Copier Contract	\$158.64	
			\$11,900.35



**Common Pleas**

Business Information Systems Inc	Annual Fee-5/20/24-5/19/25	\$4,552.25	
Ohio Judicial Conference	2024 Dues	\$250.00	
			\$4,802.25

**Community Corrections**

Best Copier Technologies	Copier Agreement	\$374.08	
			\$374.08

**Coroner**

Catherine S Clarke	Travel Reimbursement	\$199.00	
Rachel Fetty	Travel Reimbursement	\$446.60	
			\$645.60

**Dog & Kennel**

Humble Creatures Vet Clinic	Services	\$864.00	
Treasurer Tusc Co	2022 Audit Fees	\$214.71	
			\$1,078.71

**EMA**

US Bank Equipment Finance	Copier Contract	\$98.59	
Verizon Wireless	Service	\$203.52	
			\$302.11

**Engineer**

Ace Truck Equipment	Parts	\$1,632.93	
Advance Auto Parts	Parts	\$21.05	
AEP	Electric Utility	\$3,124.33	
AEP	Electric Utility	\$53.06	
Breaker Technology	Parts	\$370.00	
Columbia Gas of Ohio	Gas Utility	\$310.50	
Company Wrench	Parts	\$583.64	
Company Wrench	Repair/Parts	\$1,782.63	
Cross Truck Equipment	Parts	\$909.39	
Doug Bachman	Travel Reimbursement	\$184.12	
Dover Brake	Parts	\$350.57	
Dover Brake	Parts	\$103.43	
Fastenal Company	Parts	\$4,052.27	
Frontier Communications	Service	\$268.84	
Holmes Oil Distributing	Supplies	\$2,385.40	
Holmes Wayne Electric Coop	Electric Utility	\$26.00	
Independence Business Supply	Supplies	\$46.53	
John W Cookson Co	Parts	\$4,940.21	
Kimble Recycling & Disposal	Services	\$98.90	
Leader Machinery Co	Parts	\$253.69	
Liniform	Services	\$190.20	
Lowes Business Account	Supplies	\$882.93	
Parkway Auto Group	Parts	\$92.31	
Peterman Plumbing	Service	\$438.00	
Snyder Brothers Sales & Service	Parts	\$726.87	
Southeastern Equipment	Parts	\$1,431.36	
Speedie Auto Salvage	Parts	\$334.00	
Stocker Concrete	Supplies	\$4,898.00	
Terminal Supply Co	Parts	\$15.52	
Trackside Overhead Doors Inc	Repair	\$205.00	
Tusc Co Twp Association	2024 Registration Fee	\$1,000.00	
Twin City Automotive Parts	Parts	\$121.87	
VEIT	Copier 1/26/24-1/25/25	\$1,795.20	
Walton Auto Parts	Parts	\$275.00	
Young Truck Sales	Parts	\$1,186.27	
Ziegler Bolt & Nut House	Supplies	\$331.00	
			\$35,421.02

**Human Resources**

Krugliak, Wilkins, Griffiths & Dougherty	Services	\$199.50	
VEIT	Copier Lease	\$112.19	
			\$311.69

**JFS**

Ashley & Robert Bunton Jr	Individual Living	\$37.00	
Ashley & Robert Bunton Jr	FP Reimb	\$71.89	
Ashley & Robert Bunton Jr	FP Reimb/Trans	\$229.20	
Capital One	FACES	\$67.01	
David & Marybeth Miller	FP Training	\$120.00	
Derek & Savannah McCune	FP Reimb	\$10.75	
Goodwill Ind of Greater Cleveland	FACES	\$1,809.00	
Horizons of Tuscarawas & Carroll	Jan '24-1st Half	\$14,714.04	
Horizons of Tuscarawas & Carroll	Jan '24-1st Half	\$136.32	
Joann Ditto	Individual Living	\$75.00	
Kidslink Neurobehavioral Ctr	Medical	\$330.00	
Kyler Luncholm LPM	Legal Fees(ADPT Disruption)	\$456.50	
Lighthouse Family Center Ltd	Letter for Court	\$100.00	
Melymbrosia Associates Inc	FACES	\$75.00	
Michael & April McKelvey	FP Reimb	\$131.46	
Michael & April McKelvey	FP Reimb/Trans	\$86.40	
Monique Bailey	FP Reimb	\$88.97	
Postmaster New Philadelphia	Business Reply Mail Costs	\$1,000.00	
Superfleet Mastercard Program	Fuel	\$8.03	
The Village Network	Evaluation	\$500.00	
Timothy & Jacquelyn McDonnell	FP Reimb	\$48.04	
			\$20,094.61

**Juvenile/Probate**

ComDoc	Mthly Service	\$50.10	
ComDoc	Mthly Service	\$35.26	
Interpreters XP LLC	Services	\$260.00	
Verizon Wireless	Service	\$106.18	
Verizon Wireless	Service	\$89.98	
			\$541.52

**Law Library**

Matthew Bender & Co Inc	Subscription Fee	\$1,424.23	
Thomson Reuters - West	Patron Access Fee	\$1,929.13	
Thomson Reuters - West	Subscription Fee	\$367.45	
			\$3,720.81

**Public Defender**

OACDL	Training	\$90.00	
			\$90.00

**Sheriff**

Bernard Food Industries	Supplies	\$1,924.18	
Dominion Energy Ohio	Gas Utility	\$4,356.28	
Gordon Food Service Inc	Supplies-Jan '24	\$7,763.85	
Helbling's Supply Inc	Supplies	\$548.75	
Kiesler Police Supply	Supplies	\$2,210.60	
Nickles Bakery	Supplies	\$782.88	
Radiology Associates of Canton Inc	Services	\$20.37	
RJ Wright & Sons	Gasoline	\$2,725.21	
Staples	Supplies	\$98.37	
Staples	Supplies	\$145.85	
Staples	Equipment	\$98.59	
Sysco Food Services Cleveland	Supplies-Jan '24	\$3,243.82	
US Bank	Contract Services	\$557.93	
US Bank Equipment Finance	Copier Leases	\$89.66	

Zashin & Rich Co LPA	Services	\$881.50	
			\$25,447.84
<b>Southern District</b>			
Pioneer 360	Mthly Service Fee	\$956.25	
			\$956.25
<b>Water &amp; Sewer</b>			
AEP	Electric Utility	\$952.00	
AEP	Electric Utility	\$62.58	
AEP	Electric Utility	\$79.01	
CSX Transportation	Annual Fee	\$200.00	
Frontier	Service	\$51.45	
Frontier	Service	\$52.62	
Frontier	Service	\$55.75	
Iron Mountain	Service	\$442.69	
John Albers	Services	\$975.00	
John Albers	Services	\$975.00	
Mendards NP	Supplies	\$73.21	
MNJ Technologies	Equipment	\$88.00	
NCTWater	Services	\$8,960.55	
Ohio Utility Protection Service	Services	\$20.00	
Pro-Tech Systems Group	Services	\$2,960.00	
Pro-Tech Systems Group	Services	\$1,592.00	
SAL Chemical	Supplies	\$1,765.10	
Treasurer State of Ohio	Permit Fee	\$725.00	
Tusc Co Commissioners	Bldg/Garage Pymnt	\$3,076.25	
Tusc Co Commissioners	Krizman Property	\$91.45	
Tusc Co Commissioners	Krizman Property	\$1,310.22	
			\$24,507.88
		<b>GRAND</b>	
		<b>TOTAL</b>	<b>\$479,780.99</b>

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

**RESOLUTION (143-2024) RECESS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to recess at 9:14 a.m., for the purpose of the bid opening for the Wilkshire Hills Waste Water Treatment Plant Upgrade, Phase 2.

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

*Commissioner Zemis called the meeting out of recess at 9:30 a.m. and back into Regular Session for the purpose of the bid opening for the Wilkshire Hills Waste Water Treatment Plant Upgrade, Phase 2.*

**RESOLUTION (144-2024) ADVISEMENT – WILKSHIRE HILLS WWTP UPGRADE – PHASE 2**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress, to take the Wilkshire Hills Waste Water Treatment Plant Upgrade, Phase 2 bids under advisement.

PLANHOLDER'S LIST  
TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT  
WILKSHIRE HILLS WWTP UPGRADE PHASE 2  
FEBRUARY 7, 2024, 9:30 AM 21-053

ENGINEER'S ESTIMATE \$2,200,000.00	BID AMOUNT
1. Stanley Miller Construction 2250 Howenstine Drive SE East Sparta, Ohio 44626	\$2,697,327.25
Alt #1 \$105,706	
Alt #2 \$79,825	
2. R.G. Zachrich Construction, Inc. 10105 Heller Street Defiance, Ohio 43512	\$2,849,300.00
Alt #1 \$107,800	
Alt #2 \$72,400	


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

**RESOLUTION (145-2024) ADJOURN**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to adjourn at 9:35 a.m. to meet in Regular session Monday, the 12th day of February , 2024.

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

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

  
Chris Abbuhl

  
Kristin Zemis

  
Greg Ress

  
Attest: Rhonda Jordan, Clerk