

March 18, 2024

Agenda

Lord's Prayer
Pledge of Allegiance

1:15 p.m. Glen Speer – 44 years of Volunteerism – Newcomerstown Schools
1:30 p.m. Bid Opening – Classroom Renovation – Sheriff's Office
1:45 p.m. 911 Committee Appointments – Sheriff Campbell, Mayor Joel Day and Captain Lawrence - TCSD

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation

Approve Inter-Fund Transfer/Advance

Approve Out of County Travel – Probate Magistrate
Approve Out of County Travel – Water & Sewer

Approve Flood Plain Permit – McAtee
Approve Flood Plain Exemption - Brown

Approve Tuscarawas County Credit Card Policy

Approve Agreement – Joint Equipment Purchase - Engineer

Approve Legal Ad – Used All-Terrain Tree Trimmer – Engineer

Scope Amendment – Local Fiscal Recovery Fund - Dennison

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 18th DAY MARCH, 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 (247-2024) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the minutes from the March 13, 2024 meeting as written.

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

RESOLUTION (248-2024) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Ohio Alcohol Monitor Services	Municipal Court/Probate	\$5,032.00
Agile Networks	Sheriff's Office	\$1,240.00
Allen's Muffler & Tire	JFS	\$1,000.00

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

RESOLUTION (249-2024) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Auditor's Office	E-2045-U059-U99	E-2045-U059-U01	\$56,936.00	Needed to assist with Senior Nutrition & Food Assistance
Auditor's Office	E-2045-U059-U99	E-2045-U059-U02	\$21,148.00	Needed to assist with Senior Transportation in the county
Auditor's Office	E-2045-U059-U99	E-2045-U059-U03	\$57,261.00	Needed to assist with Senior Nutrition/Food Assistance in the county
Auditor's Office	E-2045-U059-U99	E-2045-U059-U04	\$190,003.00	Needed to assist with minor home repairs, senior Nutrition & Transportation in the county
Auditor's Office	E-0440-A018-A00	E-0120-A002-B30	\$1,225.00	Needed to cover fees for Case #2021 CR 04 0134
Board of DD	E-1442-S054-S99	E-1442-S054-S01	\$91,984.90	Needed to cover ESSER expenses
Board of DD	E-1442-S054-S99	E-1442-S054-S02	\$1,606.96	Needed to cover ESSER expenses
Board of DD	E-1240-N010-N05	E-1240-N010-N01	\$366,667.46	Needed for the roofing repair project
Board of DD	E-1420-S050-S40	E-1420-S050-S39	\$521,000.00	Needed for start up cash for the new fund
Board of DD	E-1420-S050-S40	E-1420-S050-S51	\$80,112.37	Needed to allow for full utilization of keeping families together grant funding
Board of DD	E-1420-S050-S40	E-1420-S050-S32	\$148,260.43	To allow for the additional insurance claims monies received in relation to our roofing repair projects
Board of DD	E-1420-S050-S40	E-1420-S050-S41	\$35,220.72	Needed to cover the significant supported living cost for 2024
Road & Bridge	E-1200-K000-K40	E-1190-K000-K14	\$100,000.00	Repairs/Parts

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

DISCUSSION: SUPPLEMENTAL APPROPRIATIONS – Commissioner Abbuhl stated we were able to receive a grant for healthy aging to help seniors stay in their homes longer. Often times seniors are unable to repair their property, they cannot get food brought in to them or they need some assistance and therefore, they have to go in to specialized service or a nursing facility. This money is to help seniors be in their homes longer.

Commissioner Zemis acknowledged the work our Community and Economic Development Office did applying for these grants on behalf of the county. We were very successful and these numbers are great. The whole goal of the Healthy Aging Grant was to let seniors stay in their homes longer. Thank you, Scott Reynolds and Brooke Yates, for applying for and receiving this grant.

RESOLUTION (250-2024) INTER-FUND TRANSFER/ADVANCE

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

From: County General to 2024 Public Defender Grant \$205,212.00

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

RESOLUTION (251-2024) OUT OF COUNTY TRAVEL – PROBATE MAGISTRATE

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the following travel request as submitted by Sylvia Argento, Court Administrator:

DATE: April 10-12, 2024
LOCATION: Independence, OH
ATTENDEES: Lynn Baumel
USING COUNTY VEHICLE: No
EXPENSE: Mileage, meals (not included in conference fee), hotel
REASON: Magistrates Conference, needed for required CLE's

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

RESOLUTION (252-2024) OUT OF COUNTY TRAVEL – WATER & SEWER

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following travel request as submitted by Michael Jones, Sanitary Engineer:

DATE: March 26, 2024
LOCATION: Roscoe Village Visitors Center
ATTENDEES: Michael Jones
USING COUNTY VEHICLE: no
EXPENSE: Approximately \$30.00 for registration fee
REASON: OMEGA Annual Membership Meeting

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

DISCUSSION: **FLOOD PLAIN PERMITS** – *Lee Finley, Flood Plain Coordinator, stated the McAtee permit is just a driveway being installed. Nothing out of the ordinary for this permit.*

RESOLUTION (253-2024) FLOOD PLAIN DEVELOPMENT PERMIT – McATEE-BRINDLEY DRIVEWAY

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the Floodplain Development Permit to install a driveway and culvert for new house in Sandy Twp located on Dover Zoar Rd, Bolivar, OH submitted by Lee Carl Finley, Floodplain Coordinator.

National Flood Insurance Program (NFIP)
FLOODPLAIN DEVELOPMENT PERMIT
Tuscarawas County, Ohio

Date: 03/14/2024 # 2024-002

\$25 FEE per RESOLUTION #502-2010 In addition, administrative fees of twenty-five dollars (\$25) per. hour shall accrue for each hour accumulated toward the issuance of an NFIP Development Permit. Payable to Tuscarawas County Commissioners.

Permission is hereby granted to Morgan McAtee
for Installing a driveway and culvert for a new house in the floodplain of the Sandy Creek in Sandy Twp
located at 3274 Dover Zoar Rd NE, Bolivar, Ohio

The Development Permit application submitted by Morgan McAtee is in accordance with the NATIONAL FLOOD INSURANCE PROGRAM REGULATIONS which were adopted by the Tuscarawas County Commissioners, Resolution #502-2010 (Tuscarawas County Flood Damage Prevention Regulations).

Estimated Cost \$ 500.00 Elevation of Property 944 Ft. (msl)

This information contained in Permit Application Number 2024-002 as well any drawings and plans for development that were submitted to this office are hereby also embodied as part of this permit.

Said work is to be constructed in compliance with the provisions of the National Flood Insurance Program and the Tuscarawas County Flood Damage Prevention Regulations per Resolution #502-2010.

This permit void if the development activity has not begun within 180 days of the issuance date. This permit will remain valid for one (1) year from date of issuance.

Reviewed by: Lee Carl Finley, REHS 3/14/2024
Approved by: Kristin Zemis 3/18/2024
Greg Ress 3/18/2024
Chris Abbuhl 3/18/2024

NOTICE: Tuscarawas County is not responsible for any flood damages, within or outside the designated Floodplain Hazard Areas, that result from reliance on the Flood Damage Prevention Resolution #502-2010 or any administrative decisions lawfully made thereunder.

COMMENTS: Once driveway is completed, please submit a final elevation of the driveway at the centerline of the culvert installation

Floodplain Development Permit Tuscarawas SWCD revised: 16 June 2022 (lcF)

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

DISCUSSION: FLOOD PLAIN PERMITS – Lee Finley, Flood Plain Coordinator, stated this is the first we have ever had an exemption. The property owner is putting in a concrete bank stabilizer.

RESOLUTION (254-2024) FLOOD PLAIN EXEMPTION PERMIT – BROWN FARM EXEMPTION

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the Floodplain Development Exemption for installing concrete bank stabilization along Brandywine Creek in Dover Twp located at 3706 SR 39 NW by Gerald Brown as submitted by Lee Carl Finley, Floodplain Coordinator.

National Flood Insurance Program (NFIP)
FLOODPLAIN DEVELOPMENT EXEMPTION FORM
Tuscarawas County, Ohio

Date: 03/12/2024 # 2024-exempt01

An Exemption from the Tuscarawas County Floodplain Damage Prevention Regulations permit requirements is hereby granted to Gerald R Brown
for For installing concrete bank stabilization along Brandywine Creek in Dover Twp
located at 3706 SR 39 NW, Dover Ohio 44622

This Permit Exemption is granted in accordance with the NATIONAL FLOOD INSURANCE PROGRAM REGULATIONS which were adopted by the Tuscarawas County Commissioners, Resolution #502-2010 (Tuscarawas County Flood Damage Prevention Regulations). The site/work on this site meets the following paragraph of Sec 3.9 of Tuscarawas County Flood Damage Prevention Regulations: 3.9 (A)

Estimated Cost of Project \$ 350.00 Elevation of Property (if applicable) NA Ft. (msl)

This information contained in Permit Application Number 2024-exempt01 as well any drawings, plans or documents regarding development that were submitted to this office are hereby also embodied as part of this permit.

In that the work proposed/performed meets the criteria of Sec 3.9 of the Tuscarawas County Floodplain Damage Prevention Regulations, the work is hereby EXEMPT from the remainder of the rules, as per Sec 3.9 (see attached).

If, at any time, the proposed work (for which the exemption was granted) exceeds the provisions of Sec 3.9 of this rule, applicant will be required to secure a permit for the work done. At that point, said work (including any work that had been previously exempted from permitting) will need to be constructed in compliance with the provisions of the National Flood Insurance Program and the Tuscarawas County Flood Damage Prevention Regulations per Resolution #502-2010.

Reviewed by: Lee Carl Finley, REHS 3/14/2024
Approved by: Kristin Zemis 3/18/2024
Greg Ress 3/18/2024
Chris Abbuhl 3/18/2024

NOTICE: Tuscarawas County is not responsible for any flood damages, within or outside the designated Floodplain Hazard Areas, that result from the granting of this exemption from the floodplain development permit requirements, as per the Flood Damage Prevention Resolution #502-2010 or any administrative decisions lawfully made thereunder. Owner/developer is solely liable for any/all work done on this property that is exempt from these regulations.

COMMENTS:

Floodplain Development Permit Tuscarawas SWCD created 12 March 2024 (lcF)

Brown Farm, SR 39 NW, Dover OH 44622

Activity Log

Tuscarawas Soil and Water Conservation District

- 02.22.2024 **Brandywine Creek call.** Jerry Brown stopped in office. He has farm fields along the Brandywine Creek. Wants to know if he can place concrete along creekbank. Dylan Stines, Dist Tech, spoke to him and told him that he'd have to speak with me. Jerry said that he'd stop in sometime next week.

- 02.23.2024 **Brandywine Creek call.** Had call from Jerry Brown, who has farm fields along the Brandywine Creek. Wants to know if he can place concrete along creekbank. I advised him that it depends where he would do so. Much of creek has a floodway, and he could only do so if he got an H&H study for the area and the work to be done. Discussed issue a bit more. Made arrangements to meet him at farm next week. Spoke to Dylan re this. He will come as well.

- 02.29.2024 **Brown Farm, SR 39 NW.** Will go to meet Jerry Brown at site, w Daylan. Did prep/GIS work. Drove to site. Met Jerry Brown and his wife Jane. Both are concerned that they will not get in trouble with recent creek work that he did. We briefly discussed what is needed for work on in the Brandywine Creek area. I provided the floodplain permit for the work to be done. He said that he had already done the work. Went to go look at the work. He had placed concrete slabs along the bank of the Brandywine, approx. 400-500 ft west of small bridge. Concrete is approx. 75 ft in length along the bank. Did not appear that any concrete was in the water. Appears to be for bank stabilization. I told Jerry that I will check on what was done with the state and get back to him.

 Back at office, discuss various floodplain issues with Julie Sigrist, District Administrator. Discussed issues related to Brown Farm. After a brief discussion, I brought up possibility of site being exempt, as per Sec 3.9 in the floodplain rules. Might need to talk to prosecutor's office.

ODNR Teams mtg, Jacob Bench. Had Teams conf call with Jacob. Discussed following items:
 --*exemption paragraph, Sec 3.9.* Questioned Jacob re this exemption re permit. He said that the rules are ours (ie—Tusc Co) to enforce. Discussed meaning of nonstructural development activity was. He said that it was something small, like replacing a handrail, installing a parking lot, etc. I asked then about the placing of concrete. Initially he began to speak regarding fill, but I reminded him that the rules refer to fill as *earth material*, as either soil or rock, not concrete. Definition of fill seems to

Brown Farm, SR 39 NW, Dover OH 44622

Activity Log

Tuscarawas Soil and Water Conservation District

- address earth fill, not other materials. With this he agreed. He thought that easiest way of addressing this would be to require a permit. I told him that our regs form 2010 have a statement exempting the rules as well if permit is exempted. ODNR draft rules do not have such language. I told him that this has been in our rules since 2010. Was not comfortable with stating that concrete could be placed on a bank, but he saw that it may be possible given what our rule stated. He still thought best way of addressing was to get a permit. Said that things might be different with the floodway. I reminded him that our rule exempts both the permit and following the rules. Again, he thought that getting a permit would be how to proceed. Not sure if this could be done as our rule presently reads. I told hm that I would talk to my supervisor about speaking to the prosecutor re this.

- 03.05.2024 **Brown Farm, exemption research.** Examine various FEMA docs re what "earth fill" is. Seems from documents examined, term refers to material that is taken from the earth in its natural form and subsequently used for fill. Not processed or slightly processed (ie—screened/crushed). Could not find a definition in FEMA docs. Found definition in USDA/NRCS doc:

Earthfill is composed of natural earth materials that can be placed and compacted by construction equipment operated in a conventional manner.
Earth backfill is composed of natural earth material placed and compacted in confined spaces or adjacent to structures (including pipes) by hand tamping.
<https://directives.sc.egov.usda.gov/35601.wba#:~:text=Earthfill%20is%20composed%20of%20natural%20earth%20materials%20that,by%20construction%20equipment%20operated%20in%20a%20conventional%20manner.>

 From research done, appears that, accd'g to Sec 3.9, this work could be exempt from permitting and rules.

Brown Farm, Commissioner discussion. Called Commissioner Chris Abbuhl re this issue. Asked if I could come over and discuss this issue with him. I was to come over at 10:00. Went to courthouse. Met with Commissioner Abbuhl. Explained situation and nuances of various enforcement agencies involved. Showed him relevant sections of the floodplain rules. I explained how it appears that such an exemption would

Brown Farm, SR 39 NW, Dover OH 44622
Activity Log

Tuscarawas Soil and Water Conservation District

needs be granted, in that this is how the rules read. He said that he had no problem if this office (SWCD) would grant such exemption.

03.12.2029

Brown Farm, site visit. Went to site. Met with Jerry Brown and his wife Jane. Discussed project that he had done. I asked re cost. He said that it was prob \$200-\$300 in all. He did it himself. I then explained that the project per Tusc Co rules was exempt. Asked him to fill out floodplain form and I would run it through the process as exempt, as per rules.

Rec'd signed applic, with a cost stated on form for \$350 for the project. Back at office, reviewed permit applic and rules. Project meets the exemption section, Sec 3.9(A). Project is a nonstructural development activity (as per rule) and is under \$5000. Also is not grading or filling, as per rule, in that fill per rule is earth fill. Could not find FEMA definition of earth (or, earthen) fill. But did find USDA NRCS definition. See definition (above). Concrete is not earth fill, as per federal rules. Project appears to meet Sec 3.9(A). Granted exemption. Will take to Commissioners for final approval. Completed paperwork for Commissioners.

Signature: Lee Carl Finley, REHS
Lee Carl Finley, REHS

Date: 3/19/2024

TUSCARAWAS COUNTY FLOOD DAMAGE REDUCTION REGULATIONS

3.9 Exemption from Filing a Development Permit

An application for a floodplain development permit shall not be required for:

- A. Maintenance work such as roofing, painting, and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than \$5,000.
- B. Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Health and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 3701.
- C. Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code.
- D. Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code.
- E. Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 – Floodplain Management.

→ Any proposed action exempt from filing for a floodplain development permit is also exempt from the standards of these regulations.



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

DISCUSSION: TUSCARAWAS COUNTY CREDIT CARD POLICY – Larry Lindberg, Auditor, *stated late last year the Legislature approved some changes in the allowable uses of county credit cards. Previously, it was pretty much limited to travel, some internet expenses, it was very limited on what we could use it for. This is a good move, it will cut down on employees having to use their personal credit cards and get reimbursed. Each department needs to implement a credit card policy and submit it to the Commissioners and Auditor. There are exclusions, such as alcohol purchases, gift cards and hiring a speaker or anything/anyone that would be getting a 1099.*

RESOLUTION (255-2024) APPROVE CREDIT CARD POLICY – TUSCARAWAS COUNTY

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress, to approve the Tuscarawas County, Ohio Credit Card Policy as follows:

**Tuscarawas County, Ohio
 Credit Card Policy**

Background

Credit cards are designed to make purchases in a manner that meets the needs of County government in an increasingly internet-based business environment. This program is an alternative to the traditional purchasing process and can significantly reduce the number of purchase orders and payments processed, eliminating paperwork and processing time. It is convenient for both the County and the vendor, and the program can also help minimize or eliminate the need for the use of personal funds reimbursed by expense report.

Benefits include an expanded list of merchants from whom purchases can be made, accelerated payment to the vendor, expedited delivery of goods, reduced paperwork, lower overall transaction processing costs per purchase, and the ability to set and control purchasing dollar limits.

Authority

Ohio Revised Code (ORC) Section 301.27 permits counties to use credit cards. The Board of County Commissioners of Tuscarawas County (“Board”), with the advice of the Tuscarawas County Auditor (“Auditor”), shall formulate the policy for the use of the cards. The policy, which will be adopted by the Board through resolution, shall set limits for, among other things, spending, card activity and allowable expenditures. It shall also establish administrative controls that the Board, after consulting with the County Auditor, determines will be sufficient for use of a credit

card. The County Auditor shall develop internal accounting controls in consultation with the Auditor of State.

General Information

The credit card program is not intended to and shall not be used to avoid or bypass the competitive bid requirements of ORC 307.86. Further, the credit card program is not intended to avoid or bypass the appropriation of funds process, approval process (including Data Board approval, as applicable), or payment process. Rather, the program complements the established and existing processes. Expenditures may not exceed appropriations under any circumstances. Billings for authorized purchases made within the limits of appropriated amounts will be paid using County funds.

In accordance with ORC 301.27(E)(1), items and/or services purchased through the credit card program are only for the official use of Tuscarawas County. The card can be used for in-store purchases as well as mail, e-mail, Internet, telephone and fax orders. It shall not be used as an ATM (automated teller machine) card, a debit card, or for cash advances. The card is not to be used for personal or non-work-related purchases.

The card program carries corporate (County) liability, not individual liability; however, **individual liability is imposed for inappropriate use**. Pursuant to the procedure established in ORC 301.27(J) if the Auditor determines that the cardholder has used the credit card beyond the appropriated or authorized amount or for an inappropriate or unlawful purpose, the Auditor shall immediately notify the Board. When the Board determines that the County Treasury should be reimbursed for credit card expenditures beyond the appropriated or authorized amount as provided in this policy or elsewhere in ORC 301.27, it shall give written notice to the Auditor, the appointing authority who authorized the card, and the cardholder. If within thirty (30) days after issuance of this written notice the County Treasury is not reimbursed for the full amount shown on the written notice, a referral will be made to local law enforcement to recover that amount from the cardholder by civil action in a court of competent jurisdiction.

The cardholder's personal credit history is not impacted in any way by participating in the program; however, the cardholder's personal credit may be examined by the Auditor in advance of issuing the card. Any derogatory findings, as determined by the Auditor and Board including, but not limited to, previous collections, delinquencies, or material outstanding balances, may preclude the issuance of a credit card.

Policies and Procedures

1. Definitions

- a. Agency
- b. Coordinator

2. Agency defined and requirements

Pursuant to ORC 301.27(D), an Agency shall be any County elected official, the Board of a County Agency, or any agency that utilizes the County Auditor as its fiscal agent. The Agency may apply to the Board of County Commissioners for authorization to have an employee under its authority use a credit card held by that Agency to pay for any expense allowable under 301.27(E)(1), without submitting a monthly estimate of the employee's work-related expenses as permitted under ORC 301.27(F)(2).

3. Coordinator defined and requirements

Each Agency that participates in the credit card program will name a program coordinator. The Coordinator will be responsible for resolving disputes with merchants and reviewing and reconciling card activity for the Agency's card(s). The Coordinator will be designated when the application for the card is approved by the Board. If the Coordinator is also a cardholder, another employee must serve as an alternate coordinator to approve any transactions involving the Coordinator's card.

The Auditor will be the primary point of contact for the credit card program. The Auditor will be responsible for the certification of funds, the ordering and distributing of cards, processing cardholder applications, limit adjustments, suspensions, cancellations, program compliance, troubleshooting problems encountered with card use or vendor authorization and following up on

lost or stolen cards. The Auditor's office will provide training for department coordinators and cardholders.

4. Establishment of card limits

The maximum limit of credit exposure at any given time will not exceed \$250,000.

Individual credit cards are subject to the following maximum limits, as determined by the Board upon initial approval of the card:

	Range
1. Card Limit	\$500 to \$10,000
2. Daily spending per card:	\$500 to \$10,000
3. Monthly spending per card:	\$10,000
4. Single transaction limit:	10
5. Daily number of transactions per card:	50
6. Monthly number of transactions per card:	

Exception: Pre-approval by the Elected Official or Department Head and County Auditor, or their respective designee, is required for any purchase or use in excess of an established limit.

Purchases may not be split to bypass the single transaction limit.

Through the cardholder application process, Agencies will define limits for specific cardholders, not to exceed the limits established above.

5. Designation of allowed/prohibited transactions

Pursuant to ORC 301.27(E)(1), credit card purchases are allowable for:

- The purchase of any work-related item
- The purchase serves a public purpose

By further example, the following is a non-exclusive list of allowable items:

- Office Supplies, furniture and equipment
- Meals, including reasonable gratuity not to exceed 20%
- Computer supplies
- Building maintenance materials and supplies
- Authorized travel expenses including sales tax for dine in meals and lodging tax, if hotel will not accept the county's sales tax exemption.
- Room Service (requires an itemized breakdown/billing)
- Fuel purchases approved as part of travel expenses
- Capital equipment with express written permission provided by the Board of County Commissioners
- Information Technology hardware, software, and technical support, as permitted by the Data Board and its policies
- Postage
- Recurrent subscriptions and advertising
- Items related to wards in the care of the State of Ohio
- Items allowable and used in the ordinary course of business as permitted under ORC 301.27(E)(1).

The card may not be used to pay for the following:

- Services that are 1099 eligible
- Entertainment/recreation
- Adult publications/entertainment
- Alcoholic beverages
- Any merchant, product, or service normally deemed not consistent with county policy or the Ohio Revised Code

Alternate language suggestion: The above may be lengthened, shortened, omitted in drafting this policy.

ATM, cash advances, gift cards, and all other cash-related transactions are strictly prohibited.

No late charges or finance charges shall be permitted as allowable expenses.

Purchases cannot be used in any manner to circumvent competitive bidding requirements for purchases and contracts as determined by the Ohio Revised Code.

In the event an Agency does not have its own credit card, either the Commissioners' Office or Auditor's Office may make a purchase on its credit card on behalf of another Agency. The Agency must have a purchase order opened prior to any purchase being made. Additionally, this arrangement must be approved by the Elected Official or Department Head and County Auditor prior to any purchase being made.

Any use of a credit card outside of or inconsistent with the above defined appropriate uses will be considered an unauthorized use of the card unless the procedures outlined in ORC 301.27(J) are followed.

6. Virtual Cards

A virtual card is a card for either one-time use or a card tied to a specific set of purchases for on-going use over a defined time period. With the approval of the County Auditor, virtual cards may be created for use in the routine payment of bills previously entered in the finance system. With the approval of the Elected Official or Department Head and County Auditor, virtual cards may be created for any on-line purchases, with limits following those outlined in Section 4.

7. Sales and use tax

Except as otherwise noted elsewhere in this policy, purchases made with the County credit card are tax-exempt. The name of the County and the words "tax-exempt" will be on each card.

If tax is charged inappropriately, the Agency should present a tax exemption certificate to the vendor, and receive a credit for the unnecessary tax.

8. Application for credit card and subsequent profile changes

The Coordinator will prepare the application, obtain written approval of the proposed cardholder, approval from the Agency head or board, and forward it to the County Administrator for his pre-approval. Consistent with sections 4 and 5 above, the application will specify and new or modified monetary and transaction limits for the individual cardholder.

After the application is pre-approved by the Elected Official or Department Head, the Auditor will review the application for compliance with program limits, inquire the cardholder's credit, and recommend either approval or denial to the Board.

-OR- if in the name of the Agency and not a cardholder

After the application is pre-approved by the Elected Official or Department Head, the Auditor will review the application for compliance with program limits and recommend either approval or denial to the Board.

The Board will then act by resolution approving any new cards or modifications to existing cards. Upon approval by the Board, the Auditor's office will have a new card issued or act on any modifications.

9. Cardholder acknowledgment and responsibilities

The cardholder is responsible for the physical custody of the card and for maintaining confidentiality of all information relating to the card such as the account number and expiration date.

A cardholder is responsible for any and all improper, fraudulent, or inappropriate use of the card. Use of a county credit card for any use other than an authorized or permitted use allowed under ORC 301.27(E)(1) is a violation of law for purposes of ORC 2913.21, in accordance with 301.27(K).

After the card is issued, the cardholder and the Coordinator will meet with the Auditor to acknowledge receipt of the card, to assure that the cardholder understands the intent of the program, and to agree to adhere to the policy and guidelines established by the Board as well as those established by the cardholder's Agency. The cardholder will be required to sign a written acknowledgment of receipt of the card and understanding of the applicable policies. The Auditor will retain the signed acknowledgment and will forward a copy to the Agency.

10. Making purchases; record-keeping

a. Purchase orders

An encumbrance in the name of the card issuer must be established for each card through a purchase order. The purchase order amount should be set based on the monetary and transaction limits established for the card and projected spending. This helps ensure that expenditures do not exceed available appropriations.

b. Original receipts

When making a purchase, the cardholder shall obtain and forward to the Auditor the original receipt with the payment voucher.

Every effort should be made to ensure that the receipt contains the vendor's name, date of purchase, itemized description of purchase, per unit price and extended price. The cardholder will match and attach receipts to billing statements as part of the account reconciliation. **A cardholder will be held personally liable for missing receipts and may be required to reimburse the County for those billed purchases for which a receipt is not present or cannot be produced.**

c. Email, internet, telephone and fax purchases

Credit cards may be used to purchase goods over email, the internet, telephone, or fax. These purchases must be evidenced by written order confirmation along with an original itemized receipt or invoice.

When using the Internet, the cardholder must make sure the web site where the card information is being placed is secure and that all account numbers are encrypted while being passed electronically. A cardholder can determine if the web site address is secure in two ways:

- (1) An Internet web site is secure when the address changes from <http://www> to <https://www>. The "s" stands for secure.
- (2) symbol resembling a "lock" will appear at the bottom of the browser. The "lock" symbol signifies that the web site is secure and that all card numbers will be encrypted when passed.

Cardholders will be held responsible for all orders placed, even those with vendors that turn out not to be legitimate businesses.

The cardholder should inform the vendor that the purchase will be paid through the County credit card and that the purchase is tax exempt. The cardholder should also ensure the vendor will comply with the requirements of items c (above), and e and f (below).

d. Declined attempts

The credit card will be declined if one of the embedded limits is exceeded, if the card issuer has a security concern because of a spending pattern, or, sometimes if the "bill to" address does not match the "ship to" address. The Coordinator and Auditor should be notified if a purchase is denied.

e. Agent, acceptance or service fees

Some companies charge an agent, acceptance or service fee in order to process a credit card charge. If the fee is disclosed upfront, the allowable dollar limit on the fee is five percent of the total bill, not to exceed \$25.00. If the fee is **not** disclosed upfront, the fee needs to be disputed immediately, regardless of the fee amount. If the purchase is being made on state term or countywide contract, the vendor is prohibited from charging additional fees for use of a credit card. The Coordinator and Auditor's office should be notified immediately of this breach of contract.

f. Vendor invoices

The card issuer will pay the vendor and the Auditor will pay the card issuer. Vendors should not invoice the cardholder for purchases made with the credit card; however, the cardholder must always receive an itemized receipt or order confirmation.

g. Purchasing log

Each cardholder will maintain a purchasing log. The log records the transaction date, vendor name, the merchandise purchased, dollar value of sale, how the order was placed (via email, internet, phone, fax, mail or in person). A separate line is required for each purchase. The receipt for each purchase must be stapled to the log to expedite reconciliation with the billing statement. The log must be reviewed and signed by a supervisor or someone designated by the appointing authority. Cardholders cannot review and authorize their own purchasing logs.

h. Monitoring card activity

The Auditor shall serve as administrator for the credit card program with the Elected Official or Department Head having similar access and approval rights. Elected officials, department heads, Coordinators, and cardholders shall have viewing access for their respective area and cards, if desired.

11. Account reconciliation and payment of credit card billing

Each cardholder or Coordinator will receive a statement identifying all transactions made during the billing cycle. The cardholder will reconcile the statement's accuracy against the purchasing log and receipts. Payment cannot be made until the cardholder confirms receipt of the goods or services. A quote or backorder notice is not substantive evidence of the occurrence of the transaction.

The Agency head or its designee is responsible for reviewing the log for the appropriateness of purchases made with the card and for approving each statement for each cardholder under their supervision. The approval must be evidenced by the approver's signature. Once approved for payment, the Agency must submit the original statement, purchasing log and supporting receipts to the Auditor. The County Auditor will issue payment, either by warrant or electronically, to the card issuer.

Timely completion of the reconciliation by the coordinator is imperative to avoid interest charges and late fees. The reconciliation process must be completed within five business days of receiving the cardholder statement. If this time frame cannot be met for any reason, the Coordinator must notify the Auditor.

12. Returns, credits and dispute resolution

Sometimes, there is a problem with a purchased item or service. Examples include, but are not limited to, broken merchandise, the billed amount does not match the quote, the billed amount includes sales tax, the statement contains a charge not recognized by the cardholder, or the statement contains duplicate charges from a vendor. In these instances, the Coordinator or cardholder should try to resolve the dispute with the supplier or merchant. If the purchased item needs to be returned to the supplier for any reason, a credit should be given to the credit card account. The Coordinator should be notified so they can verify that the credit appears on a subsequent statement. The cardholder cannot accept cash, rain check or house credit; credit must be returned to the card.

If the dispute cannot be resolved, the cardholder should contact the Auditor, who will work with the card issuer to resolve the dispute.

13. Late fees or finance charges

No late fees or finance charges shall be paid unless authorized by the Board.

14. Lost or stolen cards

If the card is lost or stolen, the cardholder must notify the card issuer immediately. Upon receipt of the phone call, further use of the card will be blocked. Prompt action will reduce the liability for fraudulent charges. The cardholder must confirm the phone call by written notification to the card issuer via mail or fax, with copies to the Coordinator and the Auditor. The date and time of the phone report of the lost or stolen card should be included in the written notification. The Auditor's office will initiate issuance of a replacement card.

15. Suspension or cancellation of card

The Board reserves the right to cancel a cardholder account at any time. Cardholders who terminate their employment or whose job duties change and no longer include purchasing must surrender the card immediately. The Coordinator must obtain the cards and forward them to the Auditor for cancellation. Cardholders on extended leave or reassignment may have their card suspended. Intentional use of the card for personal purchases or for purchases made in violation of County policy will result in immediate card cancellation and may result in departmental disciplinary action. When and if necessary, the Auditor's office will initiate suspension or cancellation of the card, and will notify the Board and Agency Coordinator.

16. Penalties for improper use of card

The card is to be used by the cardholder to pay for authorized, work-related expenses. The card may not be used to pay for personal transactions. Improper use of the card can be considered misappropriation of County funds. The cardholder and/or the appointing authority may be liable for any expense improperly incurred, in accordance with 301.27(H). This may result in disciplinary action up to and including termination of employment. Improper use can result in immediate cancellation of the cardholder's account. In addition, the cardholder is personally liable for payment of improper purchases and subject to criminal prosecution. ORC 309.12, 301.29(G)(4), 2913.21

17. On-going Training and Acknowledgement

Annually, the Auditor will distribute the policies and procedures to all cardholders and coordinators. The cardholders and coordinators shall sign and acknowledge receipt of the same. The Auditor may conduct training sessions from time-to-time for both cardholders and coordinators.

APPLICATION FOR COUNTY CREDIT CARD PROGRAM

Original _____ **Amended** _____ **Department/Office** _____

Name _____ **Department Coordinator**

Daily spending per card:	_____	(not to exceed \$10,000)
Monthly spending per card:	_____	(not to exceed \$10,000)
Single transaction limit:	_____	(not to exceed \$10,000)
Daily number of transactions per card:	_____	(not to exceed 10)
Monthly number of transactions per card:	_____	(not to exceed 50)

CARDHOLDER ACKNOWLEDGEMENT

The credit card represents the County's trust in you. You are empowered as a responsible agent to safeguard County assets. Improper use of this card can be considered misappropriation of County funds. This may result in disciplinary action up to and including termination of employment and/or criminal prosecution. Your signature below verifies that you have read and understand the County and agency policies and procedures and agree to comply with all the terms and conditions of these policies as well as with all the following responsibilities.

1. I understand the card is for County-approved purchases only, and I agree not to charge personal purchases. I understand that all charges will be billed directly to and paid directly by the County. The bank cannot accept any monies from me directly. Therefore, any personal charges billed to the County could be considered misappropriation of County funds. In the event of misappropriation, I acknowledge and authorize any wrongly spent funds to be taken from my regular earnings (including any vacation, sick, or compensatory time payouts).
2. The card is issued in my name. I will not allow use of the card inconsistent with County policy. I am accountable for any and all charges against the card.
3. If the card is lost or stolen, I will immediately notify the card issuer by telephone. I will provide the card issuer written notification by mail or fax, with copies to the County Auditor and my agency coordinator.
4. As the card is County property, I understand that I am required to comply with internal control procedures designed to protect County assets. This may include being asked to produce the card to validate its existence and account number.
5. I will record all transactions on a purchasing log, attaching the related original receipts. I will receive a monthly statement listing all activity during the statement period, and will reconcile it with the purchasing log. I will resolve any discrepancies by contacting the vendor first, and then involving the County Auditor's office, when necessary. I understand that I will be personally liable for any purchases if I cannot provide the original receipt.

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

DISCUSSION: RECOGNITION: Glenn Speers – 44 Years Volunteering – *Glenn Speers introduced his sister, Vicki Speers and Chad Elliott, Athletic Director at Newcomerstown High School (NCHS) who accompanied him to our meeting. Glenn started running the time clock for NCHS in 1979. This season will be his 45th year. He also runs the scoreboard for the Volleyball teams. He also travels to the away games with the basketball teams to keep the books. Mr. Elliott stated Mr. Speer should have been honored years ago, so he decided to honor him now. Commissioner Ress stated they are lucky to have you. It takes a lot of volunteers no matter what school you are with to make good sports programs. Mr. Elliott stated finding volunteers is the hardest part of this job. He knows that every week the score board is going to be taken care of. He knows he can count on Glenn to be there. Vicki stated if Glenn was not at Newcomerstown, he would have made another place his home! Commissioner Zemis stated a love for the game is what it takes in a servant's heart. We are very proud of you. Commissioner Abbuhl stated Glenn needs to train someone to succeed him. They are going to have very big shoes to fill! You can teach them the value of community service, volunteerism and what they can do for the school district. Forty-four years is remarkable. Glenn stated he has the best seat in the house.*

The Clerk read the recognition onto the record.

RESOLUTION (256-2024) RECOGNITION – 44 YEARS DEDICATION & VOLUNTEERISM - SPEER

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following resolution of recognition for Glenn Speer for volunteering for 44 years.



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

RESOLUTION (257-2024) RECESS

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to recess at 1:25 p.m., for the purpose of Recognition pictures.

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

Commissioner Zemis called the meeting out of recess at 1:28.m. and back into Regular Session.

DISCUSSION: JOINT EQUIPMENT AGREEMENT: *Doug Bachman, Engineer, was present and stated this is a first of its kind. We are going to purchase equipment along with Carroll County and Coshocton County to be shared to help improve our tree trimming services along our right-of-ways to speed up our processes. Commissioner Abbuhl stated this is a great idea. This is what County government is supposed to do.*

RESOLUTION (258-2024) APPROVE AGREEMENT – JOINT EQUIPMENT PURCHASE – CARROLL, COSHOCTON AND TUSCARAWAS COUNTY BOARDS OF COMMISSIONERS - ENGINEER

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the agreement between the Carroll County Board of Commissioners, Coshocton County Board of Commissioners and Tuscarawas County Board of Commissioners to share equally an All-Terrain Tree Trimmer. This action is taken upon recommendation of Doug Bachman, Engineer and approved as to form by Kristine Beard, Assistant County Prosecutor.

COOPERATIVE PURCHASE & SHARED USE AGREEMENT FOR ROAD MAINTENANCE EQUIPMENT

This Cooperative Agreement for Shared Road Equipment (hereafter "Agreement") is entered into by and between the Board of Commissioners of Carroll County, Ohio, the Board of Commissioners of Coshocton County, Ohio, and the Board of Commissioners of Tuscarawas County, Ohio (hereafter individually as "Party" and collectively as "Parties") this 18 day of March, 2024, do hereby agree and recite under the respective authorities herein as follows:

RECITALS

WHEREAS, the Board of Commissioners of Carroll County, Ohio, the Board of Commissioners of Coshocton County, Ohio, and the Board of Commissioners of Tuscarawas County, Ohio wish to enter into a cooperative agreement for the sharing of a particular piece of road maintenance equipment; and

WHEREAS, Ohio Revised Code Section 9.482 permits political subdivisions discretion to enter into agreements with other political subdivisions when said subdivisions are legally permitted to exercise or perform any function or render any service for the contracting recipient they are legally empowered to do; and

WHEREAS, Ohio Revised Code Section 5549.02(B) permits the legislative authority of any two or more political subdivisions, through joint action, to unite in the joint purchase, maintenance, use, and operation of any machinery, tools, trucks, and equipment for the use in constructing, maintaining, and repairing roads, and may prorate the expense on such terms as are mutually agreed upon; and

WHEREAS, the Board of Commissioners of Carroll County, Ohio, the Board of Commissioners of Coshocton County, Ohio, and the Board of Commissioners of Tuscarawas County, Ohio are political subdivisions of the State of Ohio; and

WHEREAS, the Board of Commissioners of Carroll County, Ohio, the Board of Commissioners of Coshocton County, Ohio, and the Board of Commissioners of Tuscarawas County, Ohio find that it is necessary for the purchase of an all-terrain, four-wheel drive tree trimmer for the construction, maintenance, and repairing of County Roads in each of their respective counties; and

WHEREAS, the Board of Commissioners of Carroll County, Ohio, the Board of Commissioners of Coshocton County, Ohio, and the Board of Commissioners of Tuscarawas County, Ohio find that it is necessary to share in the costs of purchase, maintenance and use of the aforesaid all-terrain, four-wheel drive tree trimmer; and

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed herein, the Parties hereto agree as follows:

1. **Scope of Agreement.** The Parties are hereby contracting with each other for the limited purpose of the purchase, maintenance, and use of the all-terrain, four-wheel tree trimmer only and not as to any other road equipment used for the construction, maintenance, and repair of the County Roads of any Party.
2. **Purchase Price.** The purchase price for the all-terrain, four-wheel drive tree trimmer will be determined through the competitive bid process. Said purchase price shall be paid equally with each Party being responsible for one-third of the bid price.
3. **Ownership Interest.** All Parties agree that each of their respective ownership interests in the all-terrain, four-wheel drive tree trimmer shall be equal one-third (1/3) owners (1/3 ownership interest vested in the Board of Commissioners of Carroll County, 1/3 ownership interest vested in the Board of Commissioners of Coshocton County, and 1/3 ownership interest vested in the Board of Commissioners of Tuscarawas County) and mere use or sole possession of the all-terrain, four-wheel drive tree trimmer by any one of the three Parties while in that Party's possession shall not constitute full

or one hundred percent (100%) ownership interest in the all-terrain, four wheel drive tree trimmer.

For administrative purposes, the Tuscarawas County Engineer shall add the all-terrain, four-wheel drive tree trimmer to their equipment inventory, and will maintain the maintenance records for the all-terrain, four-wheel drive tree trimmer.

4. **General Use.** Use of the all-terrain, four-wheel drive tree trimmer shall be shared by and between the Parties and the Parties mutually agree that while in that Party's possession the all-terrain, four-wheel drive tree trimmer shall be used for County Road construction, maintenance, and repair of County Roads in that Party's jurisdiction. It is further agreed that while in the Party's possession, the all-terrain, four-wheel drive tree trimmer shall be used exclusively by that Party. No Party shall sell, transfer, assign, sublet, mortgage, or pledge or otherwise encumber their interest in the all-terrain, four-wheel drive tree trimmer and under this agreement no sale, transfer, assignment, sublease, mortgage, or pledge of this agreement shall be binding on the Parties. In the event any one of the three Parties sells, transfers, assigns, sublets, mortgages, or pledges or otherwise encumbers, the all-terrain, four-wheel drive tree trimmer, this agreement shall be deemed void, canceled, and held for naught. All Parties further agree that the all-terrain, four-wheel drive tree trimmer under this Agreement shall not be loaned, rented, shared, possessed or used in any manner whatsoever by any other political subdivision, township, individual, person, group, organization, or entity while in the Party's possession.
5. **Furnishing Use.** It is further agreed to by all of the Parties that use of the all-terrain, four-wheel drive tree trimmer by any one of the three Parties shall be by mutual agreement and none of the three Parties shall withhold reasonable consent to the other Party's when requesting to use the all-terrain, four-wheel drive tree trimmer when so requested by the Party making the request.
6. **Storage.** Storage of the all-terrain, four-wheel drive tree trimmer herein when not in use shall be at a location as mutually agreed upon by all of the three Parties. When in the Party's possession, any fees for storage shall be borne, in full, by the Party who incurs the cost of any storage of the all-terrain, four-wheel drive tree trimmer while in that Party's possession. None of the three Parties will unreasonably withhold consent to access or actual access to the all-terrain, four-wheel drive tree trimmer while stored in the Party's possession.
7. **Routine Repairs, Maintenance, or Service.** None of the three Parties shall charge the other Parties for any routine services, maintenance, services, or repairs except as provided herein. In the event of a minor maintenance issue, the Party in possession of the all-terrain, four-wheel drive tree trimmer at the time of a minor maintenance issue shall be responsible for all expenses of repairs, maintenance, or service of the all-terrain, four-wheel drive tree trimmer while in that Party's possession. For purposes of this section seven (7) only, the term "minor maintenance" shall be defined as any routine repair, maintenance, or service costs to the all-terrain, four-wheel drive tree trimmer that are less than two hundred dollars (\$200.00). In the event that any routine repair, maintenance, or service cost for the all-terrain, four-wheel drive tree trimmer exceed two hundred dollars (\$200.00), then each Party shall share equally in the costs of any routine repair, maintenance, or service cost incurred to the all-terrain, four-wheel drive tree trimmer. Regardless of the costs involved, at any time of any routine repair, maintenance, or service to the all-terrain, four-wheel drive tree trimmer is needed, the Party in possession shall notify the other Parties of the necessity of any such repairs. In the event of any minor maintenance, the Party making such routine repair, maintenance, or service while the all-terrain, four-wheel drive tree trimmer is in that Party's possession shall provide the other Parties with a copy of a receipt, invoice, or other document evidencing the repair, maintenance, or service made. In the event of any routine repair, maintenance, or service costs beyond minor maintenance, each Party shall be provided with a copy of any receipt, invoice, or other document evidencing the total costs. In the case of any routine repairs, maintenance, or service beyond minor maintenance, all Parties mutually agree to cooperate with the other Parties in

selecting the appropriate routine repair, service, or maintenance repair person(s) or companies to make the necessary repairs, service or maintenance, and remit the respective Party's share of the costs within thirty (30) day of the date the routine repair, service, or maintenance is invoiced. The Parties, at their option and mutual agreement, may remit payment directly to the other Party for their share of the routine repair, service, or maintenance provider directly.

8. **Insurance & Damages.** Each Party shall be responsible for maintaining adequate liability and property insurance for the all-terrain, four-wheel drive tree trimmer herein while in the Party's possession, including loss of use coverage. Each Party shall have and maintain Worker's Compensation coverage for all of their employees using the all-terrain, four-wheel drive tree trimmer herein while in that Party's possession. To the extent the all-terrain, four-wheel drive tree trimmer is damaged, beyond normal wear and tear, while in the Party's possession, that Party shall be responsible for the costs, repair, or replacement and may make a claim upon the applicable insurance policy of the Party. Any costs of repair or replacement in excess of insurance coverage or proceeds shall be borne equally by the Parties regardless of which Party was in possession of the all-terrain, four-wheel drive tree trimmer at the time of casualty, claim, or damage. Any Party receiving any insurance proceeds for loss of the all-terrain, four-wheel drive tree trimmer or for loss of use of the all-terrain, four-wheel drive tree trimmer shall notify the other Parties upon receipt and provide the other Parties with any accounting of expenses incurred as a result of such loss or damage beyond normal wear and tear along with any invoice for payment within thirty (30) days of receipt.
9. **Immunity.** Chapter 2744 of the Revised Code shall apply to all times and to each Party's employees while rendering services associated with the use of the all-terrain, four-wheel drive tree trimmer herein. At all times each Party shall each defend and indemnify their own employees pursuant to Ohio Revised Code Sections 9.482 and 2744.07 for all such services.
10. **Good Faith & Fair Dealing.** The Parties hereby acknowledge and agree that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation and performance. The Parties further acknowledge and agree that in the event of any disagreements arising hereunder, the Parties shall act in good faith to promptly resolve such disagreements. This Agreement, including the Recitals and any Exhibits hereto, which are by this reference incorporated herein and made a part hereof, sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings between the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.
11. **Waiver of Breach.** No waiver by any Party will be effective unless it is in writing and then only to the extent specifically stated and agreed to by the Parties. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of any Party to demand strict performance of the provisions of this Agreement by the other Parties, or any forbearance by any Party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.
12. **Term.** This Agreement shall remain in full force and effect for so long as the all-terrain, four-wheel drive tree trimmer shall be in a reasonably operable condition or until such time as any of the three Parties agree to sell or relinquish their ownership share of the all-terrain, four-wheel drive tree trimmer at which time the non-relinquishing Parties shall have a first right of option to purchase the other Party's share at the fair market value of the all-terrain, four-wheel drive tree trimmer at the time of the purchase reduced to the relinquishing Party's 1/3 ownership interest. In addition, if the all-terrain, four-wheel drive

tree trimmer ceases to be in a reasonably operable condition or becomes obsolete or unfit for public use and the non-relinquishing Parties do not exercise its option herein, the all-terrain, four-wheel drive tree trimmer shall be disposed of pursuant to Ohio Revised Code Section 307.12 depending on its fair market value at the time and any proceeds from thereunder shall be split equally by and between the non-relinquishing Parties.

- 13. **Amendment & Entire Agreement.** The Parties agree that the terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to these terms and are also a complete and exclusive statement of the terms of the agreement between the Parties. This Agreement constitutes the entire agreement by and between the Parties, including any addendum or exhibits signed and attached hereto. No representations, promises, provisions, terms, warranties, conditions, or obligations whatsoever, expressed or implied, other than herein set forth shall be binding upon the Parties. Any amendment to any term or condition contained herein in this Agreement shall be made in writing and executed by all three Parties and effective upon approval by formal action by the Boards of Commissioners of all three Parties through legislative action and authorization.
- 14. **Non-Assignment & Transfer.** This Agreement shall be binding upon the Parties and inure to their benefit and none of the three Parties shall assign, transfer, pledge, mortgage, or delegate any rights, duties, or interest under this Agreement to any other person, Party, or political subdivision whatsoever.
- 15. **Binding Effect.** This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.
- 16. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable or held for naught, all other provisions shall nevertheless continue in full force and effect.
- 17. **Construction of Agreement.** As used in this Agreement, and unless the context clearly requires otherwise, words in the singular include words in the plural, and vice versa, and words in any gender include words in any other gender.
- 18. **Ambiguity.** The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the three Parties by virtue of the authorship of any of the provisions of this Agreement.
- 19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
- 20. **Applicable Law.** This Agreement shall be deemed to be made and, in all respects, shall be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio.

Signatures of Following Page

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their signatures below on the date first written above herein.

BOARD OF CARROLL COUNTY COMMISSIONERS

CARROLL COUNTY ENGINEER

By: _____
 Commissioner

Commissioner

APPROVED AS TO FORM
 CARROLL COUNTY PROSECUTING ATTORNEY

Attest: _____

BOARD OF COSHOCTON COUNTY COMMISSIONERS

COSHOCTON COUNTY ENGINEER

By: _____
 Commissioner

Commissioner

APPROVED AS TO FORM
 COSHOCTON COUNTY PROSECUTING ATTORNEY

Attest: _____

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS

TUSCARAWAS COUNTY ENGINEER

By: Burt Zemis
 Commissioner

Greg Ross
 Commissioner

Chris Caldwell
 Commissioner

Douglas W. Beckman

APPROVED AS TO FORM
 TUSCARAWAS COUNTY PROSECUTING ATTORNEY

Kristin K. Braid

Attest: Khonda Jordan

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their signatures below on the date first written above herein.

BOARD OF CARROLL COUNTY COMMISSIONERS

CARROLL COUNTY ENGINEER

By: Commissioner
Commissioner
Commissioner

APPROVED AS TO FORM
CARROLL COUNTY PROSECUTING ATTORNEY

Attest:

BOARD OF COSHOCTON COUNTY COMMISSIONERS

COSHOCTON COUNTY ENGINEER

By: Dana R. Shuyod
Commissioner
Dwayne R. ...
Commissioner
Commissioner

Handwritten signature and date 2/29/24

APPROVED AS TO FORM
COSHOCTON COUNTY PROSECUTING ATTORNEY

Attest: Bruce Anderson

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS

TUSCARAWAS COUNTY ENGINEER

By: Commissioner
Commissioner
Commissioner

APPROVED AS TO FORM
TUSCARAWAS COUNTY PROSECUTING ATTORNEY

Attest:

IN THE MATTER OF PERMIT FOR THE USE OF COUNTY HIGHWAY RIGHT OF WAY(S)

RENEE MCLEAN

Motion: to approve permits for the use of the following county highway right of way(s) as recommended by the County Engineer:
1. Renee McLean for a driveway on Calvary Rd (CR 23) in Loudon Township;

Action: Vote was recorded as follows: YEA: President Robert E. Wirkner, Vice President Donald E. Leggett II and Commissioner Christopher R. Modranski; NEY: None; ABSENT: None; ABSTAIN: None, Moved by Vice President Donald E. Leggett II, Seconded by Commissioner Christopher R. Modranski. Motion carried on unanimous vote.

9:10 AM

IN THE MATTER OF MONTHLY REPORT DOG WARDEN

9:12 AM
Cason Leggett, Dog Warden appeared before the Board to present his monthly report for February 2024. Warden Leggett advised that 34 dogs were impounded, 21 dogs were adopted by new owners, 15 dogs were reclaimed by their owners, zero dogs were euthanized, zero citations for no license were issued, and 2 citations for running at-large were issued. Warden Leggett advised that 55 dogs were taken in in the months of January and February. If this continues at this pace, they will take in 76 more than they did last year, and last year had a high number of intakes. Warden Leggett thanked his staff for dealing with this many dogs. Warden Leggett thanked Lea Martin who manages Friends of the Carroll County Dog Pound Facebook page. Ms. Martin took videos of dogs that need adopted and posted them on the Facebook page. Commissioner Wirkner asked if there were any adoptions thanks to the videos taken. Warden Leggett answered yes. Warden Leggett thanked the family of Dr. Walters for donating stainless steel kennels to the dog pound. Warden Leggett advised that they aren't runs but can hold sick or injured dogs. The family also donated an examination table. Warden Leggett advised this will allow them to inspect dogs better. Warden Leggett stated that Dr. Walters must have been good at playing fair games, because he had a large collection of stuffed animals. Warden Leggett advised that over 1,000 stuffed animals were donated to the pound and will be given out to any kid that stops by the pound. Commissioner Leggett thanked the family of Dr. Walters. Commissioner Modranski asked how do this year's dog license numbers look compared to last year. Warden Leggett advised that he is waiting to receive the final numbers from the Auditor's office. Warden Leggett stated it looks like online sales are up. Commissioner Modranski asked if the warden started to do license checks this year. Warden Leggett answered not yet. He is still waiting for the Auditor's office to finalize the registrations.

IN THE MATTER OF BID NOTICE CARROLL COUNTY 2024 RESURFACING PROJECT, H-1-2024

9:20 AM
Commissioner Modranski asked which roads are included in the project. Commissioner Wirkner advised that the resurfacing portion of the project includes Apollo Road, Blade Road, and Brenner Road. The pavement repair portion of the project includes Andora Road and Bacon Road.

Motion: to accept bids up to and opened at 9:00 a.m. on April 4, 2024 at the Engineer's Office located at 200 Kensington Road NE, Carrollton, Ohio 44615 for the Carroll County 2024 Resurfacing Project H-1-2024; specifications can be picked up at the Carroll County Engineer's office, Action: Vote was recorded as follows: YEA: President Robert E. Wirkner, Vice President Donald E. Leggett II and Commissioner Christopher R. Modranski; NEY: None; ABSENT: None, Moved by Vice President Donald E. Leggett II, Seconded by Commissioner Christopher R. Modranski. Motion carried on unanimous vote.

9:20 AM

IN THE MATTER OF AGREEMENT/CONTRACT ENGINEER COOPERATIVE PURCHASE & SHARED USE AGREEMENT

9:21 AM
Commissioner Wirkner advised that the Jarraff tree trimmer consists of a self-propelled 75-foot arm with a circular saw. Commissioner Leggett advised that currently the Engineer has to rent a bucket truck to reach the taller trees.

Motion: to approve the Cooperative Purchase and Shared Use Agreement between the Board of Commissioners of Carroll County, Ohio, the Board of Commissioners of Coshocton County, Ohio, and the Board of Commissioners of Tuscarawas County, Ohio for the purchase and maintenance of a Jarraff tree trimmer, as recommended by Brian J. Wise, County Engineer, Action: Vote was recorded as follows: YEA: President Robert E. Wirkner, Vice President Donald E. Leggett II and Commissioner Christopher R. Modranski; NEY: None; ABSENT: None, Moved by Commissioner Christopher R. Modranski, Seconded by Vice President Donald E. Leggett II. Motion carried on unanimous vote.

9:22 AM

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

RESOLUTION (259-2024) APPROVE LEGAL AD – USED ALL-TERRAIN TREE TRIMMER - ENGINEER

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

ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663 until **Wednesday, April 3, 2024 at 9:30 am** for the purchase of one (1) used all-terrain tree trimmer as listed below. Specifications and bid forms are available at <https://www.co.tuscarawas.oh.us/engineer-project-materials/> or by contacting the Tuscarawas County Engineer at engineer@co.tuscarawas.oh.us or 330-339-6648.

Used All-Terrain Tree Trimmer

One (1) used 2015 or newer All-Terrain Tree Trimmer with a maximum 6,000 documented hours.

Bid to be submitted in a sealed envelope marked “Used All-Terrain Tree Trimmer.”

The Tuscarawas County Commissioners reserve the right to reject any or all bids, and to waive any informalities or irregularities in the bids received.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

KRISTIN ZEMIS
GREG RESS
CHRIS ABBUHL

Attest: Rhonda Jordan, Clerk

Publish: The Times Reporter on **March 19, 2024**
<https://www.co.tuscarawas.oh.us/engineer-project-materials/>

** Bid tabulation will appear on the above website one week after bids are opened.

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

BID OPENING: CLASSROOM RENOVATION AT TUSCARAWAS COUNTY SHERIFF’S OFFICE

RESOLUTION (260-2024) ADVISEMENT – BIDS – CLASSROOM RENOVATION – SHERIFF’S OFFICE

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress, to take the Bids for the Classroom Renovation at the Sheriff’s Office under advisement.

CLASSROOM RENOVATION TUSCARAWAS SHERIFF'S OFFICE

BID TABULATION
March 18, 2024 @ 1:30 p.m.

Engineer's Estimate \$90,000

BIDDER	BASE BID	ALTERNATE G-1	BID BOND
Gor-Con Construction	\$159,980.00	\$14,120.00	X

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

RESOLUTION (261-2024) SCOPE AMENDMENT – LOCAL FISCAL RECOVERY FUND

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve a change in project scope from the Local Fiscal Recovery Fund:

It is hereby resolved that the Village of Dennison’s \$100,000 project scope be changed from North 1st Street Sidewalk Improvements to Storm Sewer repair and replacement on Grant Street. This project will correct all of the cross-connections to the sanitary sewer and replace the existing storm sewer from 4th Street to the Stillwater Creek Outfall. See Exhibit A for the project activity description.

EXHIBIT A

PROJECT ACTIVITIES

Storm sewer repair and replacement on Grant Street in Dennison, Ohio. This grant will be in coordination with funding from the Ohio Department of Development Water and Wastewater Infrastructure Grant and the Governor’s Office of Appalachia. The project will correct all of the cross-connections to the sanitary sewer and replace the existing storm sewer along Grant Street from 4th Street to the Stillwater Creek Outfall. The completion of this project is vital to control flooding in the area.



Village of Dennison

**-EXECUTIVE OFFICE-
302 Grant Street
Dennison, Ohio 44621-0147
Phone 740-922-4072
Fax 740-922-0576**



February 1, 2024

RE: Tuscarawas County ARPA Funds

Dear Ms. Needham and Tuscarawas County Commissioners:

The Village of Dennison would like to request an amendment to grant of \$100,000 for funding for the North 1 St Street Sidewalk Project in the Village. The Village would like to change the scope of the project to funding for the Storm Sewer Project on Grant Street. The Village has funding from the Ohio Department of Development Water and Wastewater Infrastructure Grant and the Governor’s Office of Appalachia for the Grant Street Storm Sewer Project. The Grant Street Storm Sewer Project will correct all of the cross-connections to the sanitary sewer and replace the existing storm sewer along Grant Street from 4th Street to the Stillwater Creek Outfall.

Additional cross-connections between the storm sewer and the sanitary sewer were discovered during the preliminary design of the Grant Street Project and the \$100,000 in ARPA funds would greatly assist the Village with completion of this vital project which will control flooding in the area.

Thank you for your consideration of this request.

Sincerely,

VILLAGE OF DENNISON

Greg DiDonato
Mayor

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

RESOLUTION (262-2024)

PAY BILLS

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

Meeting Date - March 18, 2024

911

Agile Networks	Service	\$1,240.00	
Marc's/Dept of Admin Services	Marc's	\$38,460.00	
			\$39,700.00

Auditor

Auman Inc dba A&M Service Ctr	Repairs	\$452.85	
			\$452.85

Child Support

City of New Phila Water Office	Services	\$90.75	
Language Line Services	Services	\$50.00	
Ohio CSEA Director's Association	March Clear Fees	\$137.56	
Pitt's Fire Extinguisher Inc	Maintenance	\$86.00	
Quill Corporation	Equipment	\$212.07	
Quill Corporation	Supplies	\$94.26	
Tusc Co Commissioners	CY 2024 Indirect Costs	\$53,382.12	
			\$54,052.76

Clerk of Courts

VEIT	Service	\$870.92	
			\$870.92

Commissioners

Benchmark Construction	Security Station (COB)	\$15,628.94	
Benchmark Construction	Security Station (COB)	\$36,641.06	
First Communications	Service	\$14.67	
First Communications	Service	\$75.97	
Gannett Holdings - Ohio	Subscription 2/1/24-1/31/25	\$83.88	
Go Shred	Services thru 3/12/24	\$325.00	
Sherwin Williams	Supplies	\$119.68	
Staley Technologies	Equipment	\$6,998.60	
Tusc Co Chamber of Commerce	Apr '24 Mtg Fee	\$25.00	
Tusc Co Treasurer	2024 Hazmat Grant	\$18,000.00	
			\$77,912.80

Common Pleas

Environments 4 Business LLC	Office Furniture	\$1,601.28	
Ohio Assoc Court Administration	Registration	\$375.00	
OWBA/OWBF	Registration	\$250.00	
			\$2,226.28

Community & Economic Development

OCCD	Training	\$35.00	
Tusc Co OCED	PY'21 CHIP CDBG/Gen Admin	\$6,424.76	
			\$6,459.76

Coroner

Geib Funeral Home	Services	\$1,105.00	
Verizon Wireless	Service	\$62.34	
			\$1,167.34

Dog & Kennel

Katherine Reynolds	Fee Reimbursement	\$145.00	
Twin City Veterinary Outpatient Clinic	Supplies	\$748.50	
			\$893.50

EMA

Grant Writing USA	Registration	\$465.00	
			\$465.00

Engineer

Ag-Pro Ohio LLC	Parts	\$65.19	
Asphalt Materials Inc	Material	\$13,958.88	
Bob Sumerel Tire Co Inc	Tires	\$254.00	
Company Wrench	Repairs/Parts	\$4,783.92	
Cross Truck Equipment Inc	Parts	\$227.74	
Dover Brake Inc	Parts	\$650.00	
First Communications	Service	\$20.98	
Hammontree & Associates	Services	\$157.00	
OMCTC	Services	\$80.00	
Snap-On Tools dba Douglas Poole	Parts	\$126.05	
Snyder Brothers Sales & Services	Parts	\$163.42	
Summers Rubber Co	Parts	\$354.14	
Triple R Trailer Sales	Parts	\$306.41	
United Sales	Supplies	\$60.00	
Yoder Small Engines	Repairs/Parts	\$173.24	
Young Truck Sales	Parts	\$807.83	
			\$22,188.80

Human Resources

Mike's Body Shop	Repair/TCSO	\$1,362.56	
Mike's Body Shop	Repair/TCSO	\$5,000.00	
			\$6,362.56

JFS - H00

Allen's Muffler & Tire	PRC	\$1,000.00	
Amazon Capital Services	Supplies	\$83.02	
Amazon Capital Services	Equipment - 2 Hard Drives	\$135.98	
Ashley & Robert Bunton Jr	FP Reimbursement	\$61.20	
Blasenbauer Plumbing & Htg	Maint & Filters	\$993.00	
CBTS	Phone System	\$1,691.77	
Elizabeth Benedetto	Travel Reimbursement	\$35.72	
Enterprise FM Trust	Lease Vehicles	\$3,361.66	
Generator Systems Inc	Contract Services	\$352.75	
Kaylee Shalosky	Travel Reimbursement	\$65.41	
Lowe's	Supplies	\$20.88	
Meghan May	Travel Reimbursement	\$57.00	
Robb Rectanus	Travel Reimbursement	\$77.14	
Robert & Emma Troyer	Purchased Services	\$103.80	
	Fraud Incntv-Benefactor		
Rty Inc	Listing	\$1,000.00	
Schoenbrunn Landscaping	Services	\$668.40	
Treasurer State of Ohio	Services	\$425.25	
Verizon Wireless	Cell Phones	\$1,115.31	
Wex Bank	Fuel	\$1,421.53	
			\$12,669.82

Juvenile/Probate

Buehler's Fresh Foods	CASA Volunteer Graduation	\$33.82	
Holiday Inn	Travel Expense	\$260.62	
MNJ Technologies Direct Inc	License Fee	\$334.00	
Staples	Supplies	\$160.29	
			\$788.73

Sheriff

Erwin Septic Service LLC	Service	\$360.00	
Model Uniforms	Services	\$50.00	
Ohio Peace Officer Training Academy	Training	\$600.00	

Ohio State Highway Patrol	Services	\$294.00	
Rex Pipe & Supply	Supplies	\$4,853.93	
Staples	Supplies	\$62.15	
Staples	Supplies	\$52.39	
Tusc Co Treasurer	Cash Advance Repymnt	\$49,769.96	
Wadsworth Service	Repairs	\$2,378.65	
Workwell	Services	\$540.00	
			\$58,961.08
Treasurer			
Tusc Co Commissioners	Cost Allocation	\$826.50	
Tusc Co Commissioners	Cost Allocation	\$2,232.50	
			\$3,059.00
Veterans			
Mastercard	Notary Fee & Supplies	\$84.98	
			\$84.98
Water & Sewer			
AEP	Electric Utility	\$4,314.22	
AEP	Electric Utility	\$8,674.68	
Carter Lumber	Supplies	\$134.55	
Cintas LOC 316	Services	\$1,178.36	
Columbia Gas	Gas Utility	\$331.66	
Core & Main LP	Equipment	\$3,046.20	
Core & Main LP	Materials	\$800.00	
Fitzpatrick Zimmerman Rose	Legal Fees	\$276.25	
Fitzpatrick Zimmerman Rose	Legal Fees	\$191.25	
Fitzpatrick Zimmerman Rose	Legal Fees	\$85.00	
Fitzpatrick Zimmerman Rose	Legal Fees	\$42.50	
Fitzpatrick Zimmerman Rose	Legal Fees	\$276.25	
Frontier	Service	\$53.65	
Frontier	Service	\$60.82	
Great Lakes Water & Waste Systems	Equipment	\$640.00	
Great Lakes Water & Waste Systems	Equipment	\$2,952.00	
Heritage Cooperative	Supplies	\$826.79	
JA's Auto Service	Supplies	\$70.43	
JA's Auto Service	Supplies	\$268.67	
John Deere Financial	Materials	\$35.98	
Kimble Recycling & Disposal Inc	Service	\$67.25	
Kimble Recycling & Disposal Inc	Services	\$2,984.85	
Mission Communications LLC	Service Package Renewal	\$1,198.80	
Ohio Rural Water Association	2024 Membership	\$200.00	
Ohio Rural Water Association	2024 Membership Dues	\$527.50	
Ream & Haager Lab	Services	\$1,251.00	
Ream & Haager Lab	Services	\$2,618.00	
Staufer Manufacturing Co	Supplies	\$104.28	
Staufer Manufacturing Co	Supplies	\$104.28	
Tusc Co Commissioners	Contract Emp/RPR Services	\$4,357.93	
Tusc Co Commissioners	Contract Emp/Gen Maint Serv	\$142.29	
Tusc Co Commissioners	Contract Emp/Gen Maint Serv	\$142.29	
Tuscarawas Utilities	Supplies	\$2,822.72	
Tuscarawas Utilities	Services	\$3,590.89	
US Bank Equipment Finance	Copier Contract	\$166.64	
USA BlueBook	Supplies	\$138.88	
USA BlueBook	Supplies	\$138.88	
			\$44,815.74
	GRAND		
	TOTAL		\$333,131.92

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

OTHER BUSINESS: Commissioner Abbuhl attended the America 250 Commission Meeting. Our community applied for a grant for our first projects for the county. There was a lot of passion and excitement from the Commission about different things going on across the State of Ohio. Tuscarawas County will be hosting one of the Signature Events, *The Buckeye Train*, will take passengers from Dennison Depot to Columbus. This will be happening in April, 2026. Events this big take a lot of planning to put into the place. The Convention & Visitors Bureau have a community as well, and have some things in the works for travel & tourism.

RESOLUTION (263-2024) RECESS

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to recess at 1:39 p.m., for the purpose of the 911 Committee Appointments.

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

Commissioner Zemis called the meeting out of recess at 1:45 p.m. and back into Regular Session for the purpose of the 911 Committee Appointments.

RESOLUTION (264-2024) APPOINT BOARD MEMBER – TUSCARAWAS COUNTY 9-1-1 REVIEW COMMITTEE

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the appointment of Commissioner Zemis, Chairperson, Sheriff Orvis Campbell and Mayor Joel Day to the Tuscarawas County 9-1-1 Review Committee.

**Tuscarawas County
 9-1-1 Final Plan**

Date Adopted: March 18, 2024

With the revisions of Chapter 128 of the Ohio Revised Code effective October 3, 2023, Tuscarawas County has amended the 9-1-1 Final Plan.

Due to the Customer Premise Equipment (CPE) product life cycle and manufacture hardware refresh requirements, the County's On-Premise, IP Based, Geo-Diverse 9-1-1 solution was migrated to an Ohio Frontier Communications Hosted, IP Based, Geo-Diverse 9-1-1 platform. The contract was executed in June, 2021 and the system went live on November 8, 2023.

This platform maintains all functions and features as the previous system and is in compliance with the NENA i3 Standards and the Native Emergency Services IP Network (ESINet) connectivity standards. This system provides enhanced disaster recovery measures, due to the core equipment being located in off-premise, secured Frontier Data Centers, and not being housed in a Tuscarawas County Building.

This upgrade has allowed Tuscarawas County to continue to provide 9-1-1 service in the county and will allow the County to accept new technology as it becomes available. Also, it has enabled the County to have backup call taking abilities by utilizing a Mobile Command Post position that can be deployed anywhere there is internet access of suitable bandwidth. The connection for the Mobile Command Post can be any provider, mobile or terrestrial based, and can operate over WiFi or hard-wired connection.

Tuscarawas County E9-1-1 Central Dispatch will continue to be the sole Primary PSAP for Tuscarawas County. It will receive all 9-1-1 calls directed to Tuscarawas County. Central Dispatch will also provide dispatching services within Tuscarawas County for all EMS agencies, all fire agencies, and all law enforcement agencies, with the exception of, the Ohio State Highway Patrol, City of Dover Police, and City of New Philadelphia Police. These agencies maintain their own dispatching services.

In the event the Primary PSAP is unable to process 9-1-1 calls, or if more 9-1-1 calls are received than there are open lines, calls will "roll-over" to the Secondary PSAP. There is one (1) Secondary PSAP included in the system, located at the Guernsey County Sheriff's Office.

Tuscarawas County has reciprocated services to Guernsey County. As a Secondary PSAP for Guernsey County, Tuscarawas County E9-1-1 Central Dispatch will receive roll-over emergency calls originating within Guernsey County.

Equipment
 Primary PSAP
 Motorola VESTA 9-1-1 Call Processing System
 Six (6) workstations at the Tuscarawas County Sheriff's Office
 One (1) Mobile Command Post

Equipment Cost
 Motorola VESTA 9-1-1 Call Processing System, equipment, and Frontier Communications hosted service with five (5) years of maintenance, purchased in 2021.
 Total - \$270,765.94

The Uninterrupted Power Supply (UPS) Single Module Liebert System will continue to be maintained.

**Tuscarawas County
9-1-1 Final Plan**

Network

All networking connections between the Primary and Secondary PSAP and Frontier Data Centers will be provided and maintained by Frontier North.

ORC §128.06 (C): In counties that contain only one public safety answering point, the composition of the 9-1-1 review committee shall consist of three members as follows:

- (1) If the public safety answering point is not operated by the board of county commissioners, the committee shall be composed of the following:**
 - (a) A member of the board of county commissioners, or the member's designee, who shall serve as chairperson of the committee;**
 - (b) One of the following:**
 - (i) If the public safety answering point is operated by a township, then a member of the board of township trustees;**
 - (ii) If the public safety answering point is operated by a municipal corporation, then the chief executive officer of the municipal corporation;**
 - (iii) If the public safety answering point is operated by a subdivision that is not a township or municipal corporation or is operated by a regional council of governments, then an elected official of that subdivision or regional council of governments.**
 - (c) A member who is an elected official of the most populous township or municipal corporation in the county that does not operate the public safety answering point. When determining population under this division, population residing outside the county shall be excluded.**

The three (3) voting members of the County 9-1-1 Program Review Committee are as follows:

- 1. Kristin Zemis, Commissioner, Tuscarawas County
*Chairperson.
Board of County Commissioners Member or Designee.*
- 2. Orvis Campbell, Sheriff, Tuscarawas County
Elected official of a subdivision or regional council of governments, not of a township or municipal corporation, responsible for the operation of the public safety answering point.
- 3. Joel Day, Mayor, City of New Philadelphia
Elected official of the most populous township or municipal corporation in the county that does not operate the public safety answering point. When determining population under this division, the population residing outside the county shall be excluded.

**Tuscarawas County
9-1-1 Final Plan**

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 - (iii) If the public safety answering point is operated by a subdivision that is not a township or municipal corporation or is operated by a regional council of governments, then an elected official of that subdivision or regional council of governments.**
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Elected official of a subdivision or regional council of governments, not of a township or municipal corporation, responsible for the operation of the public safety answering point.
- 3. Joel Day, Mayor, City of New Philadelphia
Elected official of the most populous township or municipal corporation in the county that does not operate the public safety answering point. When determining population under this division, the population residing outside the county shall be excluded.

**Tuscarawas County
9-1-1 Final Plan**

§128.07(A)(1): Which telephone companies serving customers in the county and, as authorized in division (A) of section 128.03 of the Revised Code, in an adjacent county will participate in the 9-1-1 system?

- Landline: AT&T Ohio, Frontier North Inc.
- VoIP: Bandwidth, CenturyLink, CoreTEL, FracTEL, Onvoy, Peerless Network of Ohio, Spectrum
- Cellular: AT&T, Metro PCS, New Cingular, Verizon, T-Mobile

§128.07(A)(2): The location of the Public Safety Answering Point (PSAP) as defined in §128.01(P) and the number of 9-1-1 Positions:

- PSAP Name: E9-1-1 Central Dispatch, Tuscarawas County Sheriff's Office
- PSAP Location: 2295 Reiser Ave SE, New Philadelphia, OH 44663
- Number of 9-1-1 Phone Positions: 6

§128.07(A)(2): How will the PSAP connect to the County's preferred Next Generation 9-1-1 (NG91-1) System?

E9-1-1 Central Dispatch is using a Hosted Solution through Frontier Communications and will connect to the State ESINet through Frontier's connection.

§128.07(A)(2): From what geographic territory [city, village, township, etc.] will the PSAP receive 9-1-1 calls?

E9-1-1 Central Dispatch will receive all 9-1-1 calls generated within Tuscarawas County, which includes the following communities:

Townships: Auburn, Bucks, Clay, Dover, Fairfield, Franklin, Goshen, Jefferson, Lawrence, Mill, Oxford, Perry, Rush, Salem, Sandy, Sugarcreek, Union, Warren, Warwick, Washington, Wayne, York

Cities: Dover, New Philadelphia, Uhrichsville

Villages: Baltic, Barnhill, Bolivar, Dennison, Gnadenhutten, Midvale, Mineral City, Newcomerstown, Parral, Port Washington, Roswell, Stone Creek, Strasburg, Sugarcreek, Tuscarawas, Zoar

§128.07(A)(2): Within the territories listed above, will Enhanced 9-1-1 or NG9-1-1 service be provided? (check all that apply)

- Enhanced 9-1-1
- NG9-1-1

**Tuscarawas County
9-1-1 Final Plan**

§128.07(A)(2): What subdivisions will be served by the PSAP? [Police, Fire, EMS, etc.]

Direct Dispatching:
Law Enforcement Agencies: Tuscarawas County Sheriff, Bolivar Police, Dennison Police, Port Washington Police, Midvale Police, Gnadenhutten Police, Tuscarawas Police, Sugarcreek Police, Strasburg Police, Uhrichsville Police, Roswell Police, Newcomerstown Police

Fire/EMS Agencies: Bolivar Fire, Dover Fire, Dennison Fire, Delaware Valley Joint Fire (Port Washington), Arrowhead Joint Fire (Gnadenhutten), Rush Township Fire, Warwick Township Fire (Tuscarawas), Baltic Fire, Sugarcreek Fire, Wayne Township Fire (Dundee), Strasburg Fire, Newcomerstown Fire, Mineral City Fire, Fairfield Township Fire, Stone Creek Fire, York Township Fire, Uhrichsville Fire, New Philadelphia Fire, Smith Ambulance, Tri-County Ambulance, Sherrodsville Fire

Call Relay / Call Transfer:
Law Enforcement Agencies: Dover Police, New Philadelphia Police, Ohio State Highway Patrol

Fire/EMS Agencies: East Sparta Fire, Regional EMS, Tippecanoe Fire

§128.07(A)(2): Identify if the PSAP is going to respond to calls by directly dispatching an emergency service provider, relaying a message to the appropriate emergency service provider, or by transferring the call to the appropriate emergency service provider (check all that apply):

- Directly dispatching
- Relaying message
- Transferring call

§128.07(A)(3): How must originating service providers connect to the core 9-1-1 system identified by the final plan and what methods will be utilized by the originating service provider to provide 9-1-1 voice, text, other forms of messaging media, and caller location to the core 9-1-1 system?

E9-1-1 Central Dispatch uses a Hosted Solution through Frontier Communications. Originating service providers will connect to Frontier Communications' core, as specified by Frontier Communications.

§128.07(A)(4): If the PSAP does not directly dispatch emergency services needed for an incident, without significant delay, the request shall be transferred, or the information electronically relayed to the entity that directly dispatches the potentially needed emergency services. How will the transfer or electronic relay be accomplished?

Using the Vesta phone console, E9-1-1 Central Dispatch will call the correct dispatching agency(ies) and connect the caller with the agency. Or, E9-1-1 Central Dispatch will call the correct dispatching agency(ies) and relay the needed dispatch information.

**Tuscarawas County
9-1-1 Final Plan**

§128.07(A)(5): Which subdivision or regional council of government will establish, equip, furnish, operate, and maintain the PSAP?

The Tuscarawas County Sheriff's Office has established, equipped, furnished, operates, and maintains E9-1-1 Central Dispatch.

§128.07(A)(6): Provide a projection of the initial cost to establish, equip, and furnish the PSAP.

Projected cost: \$1,745,865.00

§128.07(A)(6): Provide the annual cost of the first five years of operating and maintaining the PSAP.

Annual cost year 1	\$1,745,865.00
Annual cost year 2	\$166,029.00
Annual cost year 3	\$166,895.00
Annual cost year 4	\$171,807.00
Annual cost year 5	\$176,924.00
Total	\$2,427,520.00

§128.07(A)(7): Is the cost of establishing, equipping, furnishing, operating, or maintaining the PSAP listed above being funded through charges imposed under §128.35?

Yes No

§128.07(A)(7): Will the cost of establishing, equipping, furnishing, operating, or maintaining the PSAP be allocated among the subdivisions served by the PSAP and, if any such cost is to be allocated, what is the formula for allocating it?

The cost of establishing, equipping, furnishing, operating, and maintaining E9-1-1 Central Dispatch will not be allocated among subdivisions.

§128.08(A)(8): Provide information on how each emergency service provider will respond to a misdirected call or the provision of a caller location that is either misrepresentative of the actual location or does not meet the requirements of the FCC or other accepted national standards as they exist on the date of the call origination.

In the event a misdirected or roll-over emergency call for service is received, the appropriate public service agency shall be notified by either call transfer or call relay. As public servants, Telecommunicators will assist all callers to the best of their ability, regardless of jurisdictional boundaries.

When it is determined that the location of an emergency call for service is located within another PSAP's jurisdiction, the Call Taker shall:

1. Create a new call for service in the CAD system.
2. Obtain and verify the incident location and call back phone number.
3. Determine the nature of the incident, without delay.

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**Tuscarawas County
9-1-1 Final Plan**

4. Ascertain the appropriate PSAP having jurisdiction of the emergency call for service.
5. Announce to the caller, "Please, stay on the line while I connect you with (agency's name)" and then transfer the emergency call to that agency.
6. The Call Taker shall remain on the line with the caller to ensure the transfer is received.
7. When the public service agency answers, the Call Taker shall announce, "This is Tuscarawas County 911 Central Dispatch transferring an emergency call."
8. The Call Taker will provide the incident location, caller's call back phone number, and nature of the incident.
9. The receiving agency will take possession of the call and the Call Taker may disconnect.

If a transfer is necessary because of a misdirection error, other than a cell phone tower (i.e. – because of an MSAG error), it is the Call Taker's responsibility to notify the Communications Captain. The Communications Captain will notify the proper phone provider to correct any errors.

When an emergency call cannot be immediately transferred, the Call Taker shall continue to process the call. The Call Taker shall obtain all necessary information from the caller and immediately relay the information to the proper agency.

If the incident is a medical emergency, the call shall be processed using Emergency Medical Dispatching (EMD) protocols. The Call Taker will first attempt to transfer the call to the appropriate agency. If the transfer cannot be completed, or if the receiving agency is not able to provide EMD instructions, the Call Taker shall remain on the line and provide EMD protocols.

When transferring a TDD emergency call:

1. The Call Taker shall follow the steps outlined above.
2. If the proper jurisdiction can successfully communicate with the caller, the Call Taker shall disconnect from the call.
3. If the proper agency cannot successfully communicate with the TDD caller, the Call Taker shall remain on the line and obtain the necessary information for the appropriate public safety response. The information shall be relayed to the proper jurisdiction.

When a misdirected call of a non-emergency nature is received, the Call Taker may provide the caller with the telephone number of the appropriate agency or transfer the call to the appropriate agency (call referral).

§128.021: Adoption of rules establishing technical and operational standards for PSAPs. Check the answer next to each question (2) for your PSAP:

Does the PSAP currently meet the PSAP rules? Yes No
 If no, will the PSAP have to comply in 2 years? Yes No N/A

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**Tuscarawas County
9-1-1 Final Plan**

§128.07(B)(1)(a): The 9-1-1 program review committee shall send a copy of the final plan to the following:

- Board of commissioners of the county
- The legislative authority of each municipal corporation in the county
- The board of township trustees of each township in the county.

**the above notifications must be sent either by certified mail or, if the committee has record of an internet identifier of record associated with the board or legislative authority, by ordinary mail and by that internet identifier of record.

§128.07(B)(1)(b): The 9-1-1 program review committee shall also send a copy of the final plan to the board of trustees, directors, or park commissioners of each subdivision served by a PSAP under the plan.

§128.07(B)(2): The 9-1-1 program review committee shall also file a copy of its final plan with the Ohio 9-1-1 Program Office not later than April 3, 2024.

§128.07(B)(2): Any revisions or amendments made to the final plan shall be filed with the Ohio 9-1-1 Program Office not later than ninety (90) days after adoption.

§128.01(T): A final plan means a final plan adopted under §128.08(B) (and turned in on April 3, 2024 to the Ohio 9-1-1 Program Office) or as an amended final plan adopted under 128.12. (to reflect any changes made to the final plan after April 3, 2024).

§128.05: The name and contact information for the County 9-1-1 Coordinator:

Ryan Lawrence
LawrenceR@co.tuscarawas.oh.us
330-339-2000

§128.25: The name and contact information of the single point of contact for the 9-1-1 Program Office who has the authority to assist in location-data discrepancies, 9-1-1 traffic misroutes, and boundary disputes between PSAPS.

Ryan Lawrence
LawrenceR@co.tuscarawas.oh.us
330-339-2000

**Tuscarawas County
9-1-1 Final Plan**

9-1-1 Program Review Committee Approval Acknowledgment:

1. Kristin Zemis, Commissioner, Tuscarawas County
*Chairperson.
Board of County Commissioners Member or Designee*

Signature:  Date: 3-18-2024

2. Orvis Campbell, Sheriff, Tuscarawas County
Elected official of a subdivision or regional council of governments, not of a township or municipal corporation, responsible for the operation of the public safety answering point.

Signature:  Date: 3-18-2024

3. Joel Day, Mayor, City of New Philadelphia
Elected official of the most populous township or municipal corporation in the county that does not operate the public safety answering point. When determining population under this division, the population residing outside the county shall be excluded.

Signature:  Date: 3-18-2024

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

RESOLUTION (265-2024) ADJOURN

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to adjourn at 1:48 p.m. to meet in Regular session Wednesday, the 20th day of March , 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.


Kristin Zemis


Greg Ress


Chris Abbuhl


Attest: Rhonda Jordan, Clerk