

# March 4, 2024

## Agenda

*Lord's Prayer  
Pledge of Allegiance*

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*1:15 p.m. Developmental Disabilities Awareness Month Proclamation – Kerri Silverthorn  
1:30 p.m. Dover Mayor Shane Gunnoe & Marla Akridge, Executive Director, Tuscarawas Economic Development Corp (TEDC)with Community & Economic Update*

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Approve Minutes

Approve Supplemental Appropriation

Approve Inter-Fund Transfer/Advance

Approve Out of County Travel - Auditor

Approve Special Water Service Agreement – Wayne Township Fire Department

Establish Fund – TuscBDD

Approve 2024 Technical Assistance Agreement – OECC

Appoint Tuscarawas County Park Department Advisory Committee Members

Approve Bond – Assistant Dog Warden, Hayden Keffer

Approve Agreement – CGI Communications dba CGI Digital – County Video Program

Release Senior Levy Funds

Approve Lease Agreement - CSEA

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 4<sup>th</sup> 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 (200-2024) APPROVE MINUTES**

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the minutes from the February 28 , 2024 meeting as written.

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

**RESOLUTION (201-2024) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer	E-1310-P000-P34	E-1310-P000-P22	\$23,874.00	Labor/materials/demo/disposal/replacement of filter #1 Media Dundee Water Treatment Plant (Stanley Miller)
Water & Sewer	E-1310-P000-P34	E-1310-P000-P46	\$11,181.00	Cover County Cost Allocation total due (shortage)
Water & Sewer	E-1300-P300-P16	E-1300-P000-P18	\$20,666.00	Cover County Cost Allocation total due (shortage)

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

**RESOLUTION (202-2024) INTER-FUND TRANSFER/ADVANCE**

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

From: Co. General to Public Assistance (March Mandated Share) \$18,429.75

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

**RESOLUTION (203-2024) OUT OF COUNTY TRAVEL – AUDITOR**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following travel request as submitted by Larry Lindberg, Auditor:

**DATE:** June 4-7, 2024  
**LOCATION:** Huron, Ohio  
**ATTENDEES:** Larry Lindberg  
**USING COUNTY VEHICLE:** yes  
**EXPENSE:** Approximately \$550.00  
**REASON:** 2024 County Auditor's Association of Ohio (CAAO) summer conference and Auditor continuing education as required by ORC 319.04

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

**RESOLUTION (204-2024) – AUTHORIZE SPECIAL WATER SERVICE AGREEMENT - WAYNE TOWNSHIP FIRE DEPARTMENT - DECLARING AN EXCEPTION TO THE TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT'S RULES AND REGULATIONS**

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

WHEREAS, the Board of Commissioners, Tuscarawas County, Ohio (Board), a duly organized and existing political subdivision of the State of Ohio vested with the authority to provide water service within its designated service areas through the Tuscarawas County Metropolitan Sewer District (TCMSD); and

WHEREAS, the Wayne Township Fire Department ("Department") is a duly organized and existing governmental entity responsible for providing fire protection and emergency services within the District's service area;

WHEREAS, TCMSD and the Department desire to enter into an agreement for the supply of water by TCMSD to the Department for fire-fighting purposes;

WHEREAS, the District's current Rules and Regulations require all users to pay for the water they use, and there is no exception for fire departments;

WHEREAS, the Board finds that granting an exception to the District's Rules and Regulations for the Department's fire-fighting use is in the best interest of the public health and safety;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, Tuscarawas County, Ohio as follows:

**Section 1.** The Board hereby authorizes the TCMSD to enter into a special water service agreement with the Department for the supply of water to be used for fire-fighting purposes and authorizes the Sanitary Engineer, Michael Jones, to execute the same.

**Section 2.** The Commissioners hereby declare that the special water service agreement with the Department constitutes an exception to the District's Rules and Regulations requiring all users to pay for water used. This exception is justified by the public benefit of ensuring adequate water supply for fire-fighting purposes.

**Section 3.** It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

*This Resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, Special Counsel.*

#### **Water Service Agreement for Wayne Township Fire Station**

This Agreement, made and entered into as of March 4, 2024, by and between the Board of Commissioners, Tuscarawas County, Ohio ("Board") operating through the Tuscarawas County Metropolitan Sewer District, with its principal place of business at 9944 Wilkshire Boulevard NE, Bolivar, Ohio 44612 ("Supplier"), and the Wayne Township Fire Department, a volunteer fire district, with its principal place of business at 7899 Cherry Run Rd NW, Dundee, OH 44624 ("Fire Department").

WHEREAS, Supplier provides water service to the community, including the area where the Fire Department is expanding its existing fire station; and

WHEREAS, Fire Department desires to obtain water service for the new fire station, which will include a domestic water supply and a dedicated water service line for filling fire trucks; and

WHEREAS, Supplier is willing to provide water service to the new fire station upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Service Connection and Meters:

1.1. Domestic Water Supply – the Supplier will continue to maintain a domestic meter and water service connection to the new and existing fire station using the existing water service line and water meter.

1.1.1. Domestic Water Supply Meter (Meter 1) – This meter is existing and will measure all water used within the station for non-firefighting purposes (i.e. domestic use only)

1.2. Fire Truck Fill Line – the Supplier will install a new tap connection to the existing 8-inch water main. The Fire Department's contractor shall be responsible for all excavation and backfill required for installation of the tap. The Fire Department's contractor shall be responsible for installing a new service line from the tap to the new building as shown on Exhibit A.

- 1.2.1. Fire Truck Fill Line Meter (Meter 2) - This meter will measure all water used to fill fire trucks. The meter shall be provided by the Supplier and shall be installed by the Fire Department's contractor. Upon installation of Meter 2, the Fire Department shall notify the Supplier, and the Supplier will program the meter for incorporation into the Supplier's automated meter reading (AMR) system.
  - 1.2.2. The cost of the new connection and the associated meter shall be in accordance with the User Charge Schedule in effect at the time of the connection.
2. Billing:
    - 2.1. Fire Department shall be billed monthly for all water usage through Meter 1 based on Supplier's standard domestic water rates.
    - 2.2. Fire Department shall not be charged for water usage through Meter 2 for legitimate firefighting purposes, including training exercises.
    - 2.3. Fire Department shall be solely responsible for all costs associated with unauthorized use of water from the fire truck fill line, including, but not limited to, filling swimming pools, construction activities, or any other non-firefighting purpose. In the event of unauthorized use, Fire Department shall be billed for all usage through Meter 2 at the prevailing commercial water rate, and this Agreement may be terminated at Supplier's discretion.
  3. Backflow Prevention:
    - 3.1. Fire Department shall install and maintain backflow prevention devices on all connections to the water supply, in accordance with applicable codes and standards.
      - 3.1.1. Fire Truck Fill Line – the Fire Department shall install and maintain a reduced pressure principle backflow prevention device for this line as specified on the “Water Service Entry Detail” on Exhibit A, attached hereto and incorporated herein.
    - 3.2. The Fire Department shall be required to have a State of Ohio certified backflow technician test the backflow prevention device every 12 months. Fire Department shall be responsible for the cost of repair or replacement of any malfunctioning backflow prevention device.
  4. Maintenance and Repair:
    - 4.1. Supplier shall be responsible for the maintenance and repair of the water service connection from the water main to the street right-of-way and Meter 1. The Supplier shall be responsible for the maintenance and repair of Meter 2.
    - 4.2. Fire Department shall be responsible for the maintenance and repair of fire truck fill line from the street right-of-way up to and including the building.
  5. Term and Termination:
    - 5.1. This Agreement shall be effective as of the date first written above and shall continue for a term of ten (10) years. The Agreement will automatically renew for additional one-year terms unless either party provides written notice to the other of the desire to not renew the agreement or to renegotiate the terms of the agreement.
    - 5.2. This Agreement may be terminated by either party upon 60 days' written notice to the other party for any material breach of this Agreement.

6. Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. There shall be no modifications to the agreement unless in writing and signed by both parties.

7. Notices:

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Supplier:

Attention: Michael Jones, P.E., Director/Sanitary Engineer  
Tuscarawas County Metropolitan Sewer District  
9944 Wilkshire Boulevard NE  
Bolivar, OH 44612

If to Fire Department:

Fire Chief  
Wayne Township Fire Department  
7899 Cherry Run Rd NW, Dundee, OH 44624

8. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

9. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Tuscarawas County Metropolitan Sewer District (“Supplier”)**

*Execution Authorized by Tuscarawas County Commissioner’s Resolution No. 204-2024*

By: \_\_\_\_\_  
Name: Michael Jones, P.E.  
Title: Director/Sanitary Engineer

**Attorney for the County**

By: \_\_\_\_\_  
Name: Steven A. Anderson  
Title: Special Counsel for Supplier

**Wayne Township Volunteer Fire Department**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Fire Chief

**Exhibit A:** Site Plan showing water service connection and meter locations.

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

**DISCUSSION:** *Commissioner Abbuhl stated he is glad to see the Water & Sewer Department partner with the Wayne Township Fire Department to meet the needs of one of our communities. This is government working together with our communities.*

**RESOLUTION (205-2024) ESTABLISH FUND-TuscBDD**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to establish an HCBS ARPA Fund to provide a separate accounting for receipts and expenditures for the grant monies received to support community connections, increase the accessibility of our community and school playground, install universal changing tables at partnering community locations, and increase outreach efforts to the Latino community. The funding will come from the American Rescue Plan and be passed through the Ohio Department of Developmental Disabilities (DODD), and requested by Nate Kamban, Superintendent. The new fund number will be S40.



**Resolution to Establish HCBS ARPA Fund**

**Whereas,** the Tuscarawas County Board of Developmental Disabilities (TuscBDD) entered into a grant agreement with the Ohio Department of Developmental Disabilities (DODD), dated January 24, 2024; and

**Whereas,** the American Rescue Plan Act of 2021 (ARPA) provided qualifying states with a temporary 10 percentage point increase to the federal medical assistance percentage (FMAP) for certain Medicaid expenditures for home and community-based services (HCBS), and states must use state funds equivalent to the amount of federal funds attributable to the increased FMAP to implement or supplement the implementation of one or more activities to enhance, expand, or strengthen HCBS under the Medicaid program; and

**Whereas,** section 3.5 of said agreement requires grant funds “to be recorded separately in the books and records of TuscBDD;” and

**Whereas,** Ohio Rev. Code § 5705.09(F) authorizes the establishment of “a special fund for each class of revenue derived from a source other than the general property tax, which the law requires be used for a particular purpose.”

**Therefore, be it resolved,** by the Tuscarawas County Board of Developmental Disabilities, that we hereby request the Tuscarawas County Board of County Commissioners establish an HCBS ARPA Fund to provide a separate accounting for receipts and expenditures for the grant monies received for projects that will enhance, expand, or strengthen HCBS locally, as is required through section 3.5 of the aforementioned grant agreement.

Motion: **Ryan Yoss**

Second: **Kathleen Arthurs**

<b>Roll Call:</b>	<b>Yea</b>	<b>Nay</b>
Kathleen Arthurs	x	
Lucinda Bihari	x	
Julie Brinkman	x	
Thomas Fantin	x	
Andrea Legg	x	
Donna Wayt	x	
Ryan Yoss	x	



The President declares the motion **carried**.

Date: February 26, 2024

This is a true and accurate record of the motion as approved by the Board on February 26, 2024.

*Lisa Sidoti*  
Lisa Sidoti, Executive Administrative Director

Tuscarawas County Board of Developmental Disabilities, TuscBDD Service and Support Center  
610 Commercial Avenue SW, New Philadelphia, OH 44663-9365 • Phone: (330) 308-7173

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

**DISCUSSION:** *Jesse Rothacher, Park Director, stated this is an amendment to a long-standing Technical Assistance Agreement that Tuscarawas County has with the Ohio & Erie Canal Coalition (OECC). This is renewing the agreement for one more year. The only change to the terms is the addition of providing leadership and technical assistance with the respect to the Appalachian Community Development Grant. If we are awarded the grant through the state, the OECC will provide provisions to provide a level of guidance upon award. The OECC also expressed an interest and willingness to be the project manager of those funds if awarded as they manage similar funds for the City of Akron.*

*Commissioner Abbuhl asked what the timeline was on the ARC money. Jesse stated they are waiting on a response. They are anticipating knowing within the next two weeks.*

**RESOLUTION (206-2024) 2024 TECHNICAL ASSISTANCE AGREEMENT - OHIO & ERIE CANALWAY COALITION (OECC)**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the 2024 Amendment to the Technical Assistance Agreement between the OECC and the Tuscarawas County Commissioners, which extends the original Technical Assistance Agreement one additional year for \$12,500 to accomplish the following:

2024 Amendment to the  
Technical Assistance Agreement  
Between  
Ohio & Erie Canalway Coalition  
and  
Tuscarawas County Commissioners

Amend the Technical Assistant Agreement to extend the Agreement for one (1) additional year for \$12,500 to accomplish the following:

- Provide technical assistance and support to the Tuscarawas County Park Department and the Advisory Committee.
- Provide technical assistance and support to the Trail Projects identified in the Tuscarawas County Trail and Green Space Plan, including the McDonnell Trail Connection, Panhandle Passage, Ohio & Erie Canal Towpath Trail, Zeisberger Trails and Parks, Buckhorn Creek Trail, Dover Canal Park, Trenton Heritage Park, Roswell Trail, Zoar Connections Trail Plan, City of Dover Towpath Trail, and New Philadelphia Towpath Trail.
- Provide leadership and technical assistance support for the OMEGA Tuscarawas County Appalachia Community Project Grant to complete the Ohio & Erie Canal Towpath Trail. Some of the areas of assistance include serving as the Grant Administrator, facilitating project and partner meetings, and assisting with project coordination.
- Provide technical assistance support for the Tuscarawas County Park Advisory Committee.
- Assist with the city of New Philadelphia Bicycle and Pedestrian Connectivity Plan and Ohio & Erie Canal Towpath Trail.
- Coordinate the development of the Buckhorn Creek Trail and work with the volunteers assisting with the development of this project.
- Assist with the coordination of the implementation of the Tuscarawas County Trail Plan update and provide technical assistance to community partners.
- Assist with the development of the Kimble Towpath Trail connection between: a) Zoarville and State Route 416; and b) State Route 416 and Dover
- Assist the City of Dover regarding the development of the Ohio & Erie Canal Towpath Trail.
- Assist the City of New Philadelphia regarding the development of the Ohio & Erie Canal Towpath Trail.
- Assist with fundraising for the Trail Projects.

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This resolution authorizes the President or Vice President of the Board of Commissioners to execute the agreement.

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

**RESOLUTION (207-2024) TUSCARAWAS COUNTY PARK DEPARTMENT ADVISORY COMMITTEE (TCPDAC) MEMBER APPOINTMENTS**

It was moved by Commissioner Ress, and seconded by Commissioner Abbuhl to appoint the following members to the Tuscarawas County Park Department Advisory Committee in terms as described below:

Expiring on December 31, 2026:

- Lisa Geers
- Eric Leindecker
- Dylan Sayre

Expiring on December 31, 2027:

- Jill Cunningham
- Kenny Kocarek

These are staggered appointments for the Advisory Committee and are recommended by Park Director Jesse Rothacher.

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

**DISCUSSION: TUSCBDD PROCLAMATION – Nate Kamban, Superintendent, Tuscarawas County Board of Developmental Disabilities (TuscBDD) and Kerri Silverthorn, Community Relations/Special Projects Director, TuscBDD, were present for the Developmental Disabilities Awareness Month Proclamation.**

*Kerri started the presentation by introducing three-year-old twins Holden and Henley who use the early intervention services. Nate stated early intervention is one of their key programs that works with children 0 – 3 years of age when their pediatrician notices there is a delay in their development. TuscBDD has a team of therapists that work with the children. The intervention is done in the home, using things that parents have at their disposal to help their children's needs and milestones. It is ways you can change play activities to help move developmental milestones. Connor DiGenova was in attendance as well. Commissioner Abbuhl stated they got to go to McDonalds and see Connor hard at work. Nate stated Connor teaches a class on different types of monsters at First Success where he attends. Nate thanked the Commissioners for support of the County. TuscBDD just got \$521,000 and there are a lot innovative projects happening with this money.*

*Kerri stated there is a lot of activities going on in the month of March to celebrate Developmental Disabilities Awareness Month. There is a magic show, annual pancake breakfast, and a lot of other things happening.*

The Clerk read the Proclamation onto the record.

**RESOLUTION (208-2024) PROCLAMATION – DEVELOPMENTAL DISABILITIES AWARENESS MONTH – MARCH 2024**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following resolution proclaiming March as Developmental Disabilities Awareness Month.



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



**RESOLUTION (209-2024) RECESS**

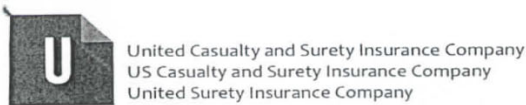
It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to recess at 1:22 p.m., for the purpose of the TuscBDD Recognition picture.

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

*Commissioner Zemis called the meeting out of recess at 1:25 p.m. and back into Regular Session.*

**RESOLUTION (210-2024) APPROVE BOND – UNITED CASUALTY AND SURETY INSURANCE COMPANY**

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the bond for Hayden Keffer as Assistant Dog Warden effective March 1, 2024 as approved by Kristine Beard, Assistant Prosecutor as follows:



**PUBLIC OFFICIAL BOND -  
FOR DEFINITE TERM**

**BOND NO.** UCSX600X1134

KNOW ALL MEN BY THESE PRESENTS, That we Hayden J. Keffer  
of 134 S. Wooster Avenue, Strasburg, OH 44680, as Principal, and  
United Casualty and Surety Insurance Company, a corporation of NE, as Surety are held  
and firmly bound unto Tuscarawas County Dog Warden in the  
penal sum of One Thousand and 00/100 ( \$1,000.00 ) Dollars, lawful money  
of the United States of America, for the payment of which well and truly to be made, said principal binds  
himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its  
successors and assigns, jointly and severally, firmly by these presents.

SEALED and dated this 23rd day of February, 2024.

WHEREAS, the said principal has been  elected or  appointed to the office of:  
Assistant Dog Warden for a definite term beginning March 1, 2024  
and ending March 1, 2025 and is required to furnish a bond for the faithful performance of  
the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden  
Principal shall (except as hereinafter provided) faithfully perform the duties of his/her said office or  
position during the said term, and shall pay over to the persons authorized by law to receive the same  
all moneys that may come into his/her hands during the said term without fraud or delay, and at the  
expiration of said term, or in case of his/her resignation or removal from office, shall turn over to  
his/her successor all records and property which have come into his/her hands, then this obligation to  
be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of  
any public fund resulting from the insolvency of any bank or banks in which said funds are deposited;  
and, if this provision shall be held void, this entire bond shall be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by  
giving to the obligee a written notice of its desire so to cancel and at the expiration of thirty (30) days  
from the receipt of such notice by the obligee the surety shall be completely released as to all liability  
thereafter accruing. If this provision shall be held void, this entire bond shall be void.

WITNESS:

Hayden J. Keffer  
  
(Seal)  
(Principal)

United Casualty and Surety Insurance Company

By:   
JoAnn Smith Attorney-in-Fact



S-2232-1 (4/17)

Producer Name  
(Required in Arizona Only)



UNITED CASUALTY AND SURETY INSURANCE COMPANY  
US Casualty and Surety Insurance Company  
United Surety Insurance Company

UCSX600X1134

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Kelly Specht, Jo Ann Smith, Donna Stolzenbach, Felicia Thomas, Tracie J. Rutzinski, Cynthia S. Richter,  
Dawn E. Gittens, Zachary R. Bradley

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million & 00/100 Dollars (\$3,000,000.00). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 16th day of May, 2023



UNITED CASUALTY AND SURETY INSURANCE COMPANY  
US Casualty and Surety Insurance Company  
United Surety Insurance Company

*Michael T. Porsch*  
Michael T. Porsch, Treasurer

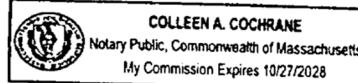
**Corporate Seals**

Commonwealth of Massachusetts  
County of Middlesex ss:

On this 16th day of May, 2023, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
WITNESS my hand and seal.

*Colleen A. Cochrane* (Seal)  
Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 23rd day of February, 2024

**Corporate Seals**



*Robert F. Thomas*  
Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

**PROSECUTOR CERTIFICATION UNDER R.C. 309.11**

The content of the attached bond of Hayden J Keffer, Tuscarawas County Assistant Dog Warden, is approved as to legal form and sufficiency, as required by R.C. 309.11.

*Kristine Beard*  
Kristine Beard, Tuscarawas County Assistant Prosecutor

Date: 2/27/2024

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

RESOLUTION (211-2024) AGREEMENT – CGI COMMUNICATIONS dba CGI DIGITAL – COUNTY VIDEO PROGRAM

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the approve the following agreement between CGI Communication dba CGI Digital. This agreement has been approved as to form by Kristine Beard, Assistant County Prosecutor.



Name: Title: Address: 125 E High Ave City, State, Zip: New Philadelphia OH 44663 Phone number: Email: Website: https://www.co.tuscarawas.oh.us/

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the County of Tuscarawas (the "County") and shall remain in effect from the date both parties sign it until the third anniversary of the date that the completed and approved County Video Program is made available for viewer access on different devices via a link on the https://www.co.tuscarawas.oh.us/ homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce up to 6 one minute videos with subject matter that may include but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate, or Community Organizations
Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)
Provide script writing and video content consultation
Send a videographer to County locations to shoot footage for the videos
Reserve the right to use still images and photos for video production
Create all aspects of video production which includes, storyboarding, shot lists, filming, graphics, color grading, music selection and audio mastering
Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
Provide a final draft of County Video Program content subject to County's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including the final draft, shall be deemed approved if no response is received by us within 30 days of request
Store and stream all videos on CGI's dedicated server
allow businesses to purchase various digital media products and services from CGI and its affiliates
Feature business sponsors around the perimeter of video panels
Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
Facilitate viewer access of the County Video Program from County website, including any alternate versions of County's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the https://www.co.tuscarawas.oh.us/ website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this Agreement. "County Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
Grant the County a license to use CGI's Line of Code to link to and/or stream the videos
Own copyrights of the master County Video Program
Assume all costs for the County Video Program

During the term of this Agreement, the County shall:

- Provide a letter of introduction for the program on County's letterhead
Assist with the content and script for the County Video Program
Provide notice of any changes, revisions, requests or modifications to final video content within 30 days of its receipt
Grant CGI the right to use County's name in connection with the preparation, production, and marketing of the County Video Program
Display the "Coming Soon" graphic link prominently on the https://www.co.tuscarawas.oh.us/ homepage within 10 business days of receipt of HTML source code
Display the "County Video Program" link prominently on its https://www.co.tuscarawas.oh.us/ homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this Agreement
Ensure that this Agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the County Video Program only
Agree that the County will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program. Submissions should be received by CGI by the agreed-upon primary filming date.

This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior communications, understandings, and Agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. The county warrants that it is a tax-exempt entity. The undersigned, have read and understand the above information and have full authority to sign this Agreement.

Tuscarawas County, OH Signature: Kristin Zemis Name (printed): Kristin Zemis Title: Commissioner Date: March 4, 2024 CGI Communications, Inc. D/B/A CGI Digital Signature: Nicole Rongo Name (printed): Nicole Rongo Title: Vice President, Government Relations & Strategic Partnerships Date: February 26, 2024



130 East Main Street, 5th Floor Rochester, NY 14604

Phone: 800.398.3029 cgidigital.com

approved as to form: Kristine W. Beard Assistant Tuscarawas County Prosecutor (Civil Division)

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

**RESOLUTION (212-2024) RELEASE SENIOR LEVY FUNDS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress, to release all senior levy funds available to the Tuscarawas County Senior Center, as requested by Jamie L. Smith, Executive Director of the Tuscarawas County Committee on Aging, Inc.



425 Prospect St., Dover, Ohio 44622

Phone: 330-364-6611

February 27, 2024

Tuscarawas County Commissioners  
125 E. High Ave.  
Room 205  
New Philadelphia, OH 44663

**Subject: Request for available levy funds**

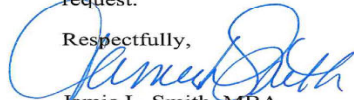
Dear County Commissioners:

The Tuscarawas County Committee on Aging, Inc. is requesting all available levy funds for distribution.

Please make the check payable to the Tuscarawas County Committee on Aging, Inc. The check should be mailed to the following address:

Tuscarawas County Committee on Aging, Inc.  
C/O Jamie L. Smith  
425 Prospect Street  
Dover, OH 44622

Please contact me if you have any questions. Thank you for your attention to this request.

Respectfully,  
  
Jamie L. Smith, MBA  
Executive Director

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

**RESOLUTION (213-2024) LEASE AGREEMENT – TUSCARAWAS COUNTY CHILD SUPPORT ENFORCEMENT AGENCY (CSEA)**

It was moved by Commissioner Ress, and seconded by Commissioner Abbuhl to approve and execute the following Lease Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Child Support Enforcement Agency. This lease has been approved as to form by Kristine Beard, Tuscarawas County Assistant Prosecutor.

**LEASE AGREEMENT**

This lease agreement is made between the Tuscarawas County Commissioners of 125 East High Avenue, City of New Philadelphia, State of Ohio, ("LESSOR"), and the Tuscarawas County Child Support Enforcement Agency of 154 Second Street NE, City of New Philadelphia, State of Ohio, ("LESSEE").

**SECTION ONE  
DESCRIPTION OF LEASED PREMISES**

LESSOR leases to LESSEE and LESSEE leases from LESSOR the building presently known as the Child Support Enforcement Agency Building, located at 154 Second Street NE, New Philadelphia, Ohio ("the premises"). In addition, LESSOR shall provide and maintenance seventeen (17) adjacent designated parking spaces and other adequate parking facilities within a reasonable distance of the premises for the use of the employees of the LESSEE. The premises shall include the office suite known as 152 2<sup>nd</sup> St. N.E., New Philadelphia, Ohio.

**SECTION TWO  
TERM**

The premises is leased for a term of Sixty (60) months, commencing on January 1, 2024, and to end on December 31, 2028, or on such earlier date as this lease agreement may be terminated as provided below.

**SECTION THREE  
RENEWAL OF LEASE**

The lease shall automatically be renewed one (1) time for an identical five (5) year term as provided in the lease agreement. No written notice of intention to renew need be furnished prior to the expiration of this lease agreement. The renewal shall be subject to all terms and conditions as provided in this lease agreement. Additional renewals thereafter shall be subject to negotiations and further agreement of the parties.

**SECTION FOUR  
RENT**

The total yearly rent in the sum of Twenty-Two Thousand and Fifty-Two Dollars 72/100 (\$22,052.72), which sum is payable in the first quarter of each year during that term.

**SECTION FIVE  
USE AND OCCUPANCY**

LESSEE shall use and occupy the premises as offices for the Tuscarawas County Child Support Enforcement Agency and for no other purposes. LESSOR represents that the premises may lawfully be used for such purpose.

**SECTION SIX  
CARE AND REPAIR OF PREMISES**

- A. LESSEE shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances on the premises, and shall, in the use and occupancy of the premises, conform to all laws, order, and regulations of the federal, state, and municipal governments or any of their departments.
- B. LESEE shall make and pay for all alterations to the premises, but not including structural repairs. All improvements made by LESSEE to the premises that are so attached to the premises that they cannot be removed without material injury to the premises shall become the property of the LESSOR on installation/alteration. LESSEE shall neither make nor be responsible for payment for any structural repairs to include heating, cooling, roof, etc. other than assessed through approved county cost allocation plan.
- C. Not later than the last day of the term of this agreement, LESSEE shall, at LESSEE'S expense remove all of the LESSEE'S personal property and those improvements made by the LESSEE that have not become the property of the LESSOR, including trade fixtures, cabinet work, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause excepted.
- D. All property of the LESSEE remaining on the premises after the last day of the term of this lease agreement shall be conclusively deemed abandoned and may be removed by LESSOR.
- E. LESSOR shall be responsible for maintenance of all exterior portions of the leased premises. LESSEE shall be responsible for lawn care and landscaping maintenance. The current agreement allows for the LESSOR to provide these services with reimbursement from the LESSEE through the Indirect Cost Allocation Program.

**SECTION SEVEN  
ALTERATIONS, ADDITIONS, OR IMPROVEMENTS**

LESSEE shall not, without first obtaining the written consent of LESSOR, make any alterations, additions, or improvements in, to or about the premises.

**SECTION EIGHT  
PROHIBITION AGAINST ACTIVITIES THAT  
INCREASE FIRE INSURANCE RATES**

LESSEE shall not do or suffer anything to be done on the premises that will cause an increase in the rate of fire insurance on the building in which the premises are located.

**SECTION NINE  
ACCUMULATION OF WASTE OR REFUSE MATTER**

LESSEE shall not permit the accumulation of waste or refuse matter on the premises or anywhere in or near the building in which the premises is located. LESSEE shall provide regular waste and refuse removal service for the premises.

**SECTION TEN  
COMPLIANCE WITH RULES AND REGULATIONS**

LESSEE shall observe and comply with the rules and regulations set forth below, which are made part of this lease agreement, and with such further reasonable rules and regulations as LESSOR may prescribe, on written notice to LESSEE, for the safety, care, cleanliness of the premises and the building in which the premises are located and the comfort, quiet enjoyment, and convenience of other occupants of the building in which the premises are located.

**SECTION ELEVEN  
SNOW REMOVAL**

LESSOR shall provide snow removal services for removal of all snow from the parking lot in the rear of the building, the sidewalks surrounding the building and entryways. The current agreement allows for the LESSOR to provide these services with reimbursement from the LESSEE through the Indirect Cost Allocation Program.

**SECTION TWELVE  
HEAT**

LESSEE agrees to furnish and pay for heat on business days adequate and reasonable for the premises, or when and as needed.

**SECTION THIRTEEN  
WATER**

LESSEE agrees to furnish and pay for hot and cold water for lavatory and other purposes.

**SECTION FOURTEEN  
CLEANING SERVICES**

LESSOR agrees to furnish and pay for cleaning services customary in the building in which the premises are located. LESSEE will reimburse the LESSOR through the Indirect Cost Allocation Program.

**SECTION FIFTEEN  
AIR CONDITIONING**

LESSEE agrees to provide, furnish, pay for and maintain air conditioning on the premises on business days, or when and as needed. LESSEE agrees to furnish and pay for electricity on business days adequate and reasonable for the premises, or when and as needed.

**SECTION SIXTEEN  
ELECTRICITY**

LESSEE agrees to furnish and pay for electricity for usual office requirements. LESSEE agrees to furnish and pay for electricity on business days adequate and reasonable for the premises, or when and as needed.

**SECTION SEVENTEEN  
DAMAGES TO BUILDING**

In any case in which the use of the premises is affected by any damage to the building in which the premises are located, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the premises are not reasonably usable for the purpose for which they are leased under this agreement.

**SECTION EIGHTEEN**

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**WAIVERS OF SUBROGATION**

In spite of provisions of Section Six of this lease agreement, in the event of loss or damage to the building in which the premises located, or the premises, or any contents located in or on the premises, each party shall look first to any insurance in its favor before making any claim against the other party. To the extent possible without additional cost, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance. Each party, to the extent permitted, for itself and its insurers waives all insured claims against the other party.

**SECTION NINETEEN  
EFFECT OF FAILURE TO INSIST ON  
STRICT COMPLIANCE WITH CONDITIONS**

The failure of either party to insist on strict performance of any covenant or condition of this lease agreement, or to exercise any option contained in this lease agreement, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**SECTION TWENTY  
SUBORDINATION OF LEASE AGREEMENT**

This lease agreement shall be subject and subordinate to all underlying lease agreements and to mortgages and trust deeds that may now or hereafter affect such lease agreements or the real property of which the premises form a part, and also to all agreements and the mortgages and trust deeds. Although no instrument or act on the part of the LESSEE shall be necessary to effectuate such subordination, LESSEE will, nevertheless, execute and deliver such further instruments confirming such subordination of this lease agreement as may be desired by the holders of the mortgages and trust deeds or by any of the LESSORS under such underlying lease agreements. LESSEE appoints LESSOR attorney-in-fact, irrevocably, to execute and deliver any such instrument for LESSEE.

**SECTION TWENTY-ONE  
NOTICES**

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered or sent by registered or certified mail in an addressed postpaid envelope. If the notice is addressed to LESSEE, it shall be addressed to LESSEE at the premises. If the notice is addressed to the LESSOR, it shall be addressed to LESSOR at LESSOR'S address as set forth above. Notice shall be deemed to have been duly given if delivered personally, on delivery, and if mailed on the 14<sup>th</sup> day after the mailing notice.

**SECTION TWENTY-TWO  
LESSOR'S RIGHT TO INSPECTION, REPAIR  
AND MAINTENANCE**

LESSOR may enter the premises at any reasonable time, on adequate notice to LESSEE (except that no notice need be given in case of emergency) for the purpose of inspection or making of such repairs, replacements, or additions in, to, on and about the premises or the building in which the premises are located, as LESSOR deems necessary or desirable. LESSEE shall have no claim or cause of action against the LESSOR by reason of such entry except as provided in Section Twenty-Three of this lease agreement.

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**SECTION TWENTY-THREE  
INTERRUPTION OF SERVICES OR USE**

Interruption or curtailment of any service maintained in the building in which the premises are located, if caused by strikes, mechanical difficulties, or any causes beyond LESSOR'S control whether similar or dissimilar to those enumerated, shall not entitle LESSEE to any claim against LESSOR or to any abatement in rent, and shall not constitute constructive or partial eviction, unless LESSOR fails to take such measures as may be reasonable under the circumstances to restore the service without undue delay. If the premises are rendered untenable in whole or part for a period in excess of thirty (30) business days by making of repairs, replacements, or additions, other than those made with LESSEE'S consent, there shall be a proportionate abatement of rent during the period of such untenability.

**SECTION TWENTY-FOUR  
CONDITIONS OF LESSOR'S LIABILITY**

LESSEE shall not be entitled to claim a constructive eviction from the premises unless LESSEE shall first notify LESSOR in writing of the condition or conditions giving rise to such eviction, and, if the complaints be justified, unless LESSOR shall have failed within a reasonable time of receipt of the notice to remedy such conditions.

**SECTION TWENTY-FIVE  
ENTIRE AGREEMENT**

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

**SECTION TWENTY-SIX  
MODIFICATION OF AGREEMENT**

Any modifications of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

**SECTION TWENTY-SEVEN  
QUIET ENJOYMENT**

LESSOR covenants that if, and so long as, LESSEE pays the rent, and any additional rent is provided, and performs the covenants of this lease agreement, LESSEE shall peaceably and quietly have, hold, and enjoy the premises of the term mentioned, subject to the provisions of this lease agreement.

**SECTION TWENTY-EIGHT  
PARAGRAPH HEADINGS**

The title to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

**SECTION TWENTY-NINE  
BINDING EFFECT OF SUCCESSORS AND ASSIGNS**

The provisions of this lease agreement shall apply to, bind, and inure to the benefit of the LESSOR and LESSEE, and their respective heirs, successors, legal representatives, and assigns. It is understood that the term LESSOR as used in this lease means only the owner, a mortgagee in possession, or a term LESSEE of the building in which the premises are located, so that in the event of any sale of the building or of any lease of the building, or if mortgagee shall take possession of the premises, LESSOR named shall be entirely freed and relieved of all covenants and obligations of LESSOR subsequently accruing under the lease agreement. It shall be deemed without further agreement that the purchaser, the term

LESSEE of the building or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of LESSOR under this agreement.

**SECTION THIRTY  
GOVERNING LAW**

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

**SECTION THIRTY-ONE  
COUNTERPARTS**

This lease agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one of the same instrument.

IN WITNESS WHEREOF, each party to this lease has caused it to be executed in New Philadelphia, Ohio, on the date indicated below.

**TUSCARAWAS COUNTY COMMISSIONERS**

  
Chris Abbuhl

Date: 3-4-2024

  
Greg Ress

Date: 3-4-2024

  
Kristin Zemis

Date: 3-4-2024

**TUSCARAWAS COUNTY CHILD SUPPORT ENFORCEMENT AGENCY:**

\_\_\_\_\_  
Traci A. Berry, Director

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

**Tuscarawas County Child Support Enforcement Agency  
Section I  
Rental Calculations**

(Revised January 2024)

(A)	<b>Building Capital Charge for Building Purchase</b>		
	Purchase Price	\$400,000.00	
	Interest Expense	\$ 14,781.00	
	Less Land Value	( \$20,990.00)	
	Net Allowable Cost	\$292,791.00 @ 100%	
(B)	<b>Building Renovations Charge</b>		
	Renovating Costs	\$758,566.00	
	Less Reimbursement	( <u>\$49,721.00</u> )	
	Net Allowable Costs	\$708,845.00@100%	
	<b>Total Allowable Costs: A+B = \$1,102,636.00</b>		
	Building Capital Costs:	\$393,791.00@ 50 years =	\$7,875.82
	Renovating Costs:	\$708,845.00@ 50 years =	\$14,176.90
	Combined:		\$22,052.72
	Minus Coroner Charge by FTE:		<u>(\$ 2,280.25)</u>
			\$19,772.47
	<b>Monthly Depreciation Expense</b>		
	\$22,052.72/12 months =	\$1,837.73	
	<b>Monthly Lease Expense:</b>		
	\$19,772.47/12 months =	\$1,647.71	
FTE Charge:	Coroner Staff (FTE)	= 3	
	CSEA Staff (FTE)	= 26	
	<b>TOTAL FTE</b>	<b>= 29</b>	
% Charge based on FTE:	Coroner	= 10.34%	
	CSEA	= 89.66%	
	<b>TOTAL</b>	<b>= 100.00%</b>	

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Approved as to form:

  
 Kristine W. Beard  
 Tuscarawas County Assistant Prosecutor

\_\_\_\_\_  
 Date

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



**RESOLUTION (214-2024)**

**PAY BILLS**

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

**Meeting Date - March 4, 2024**

**911**

Frontier	Service Upgrade	\$136,000.00	
Frontier	Service Upgrade	\$62,975.86	
Frontier	Service	\$46.30	
Frontier	Service	\$239.37	
Frontier	Service	\$238.14	
			\$199,499.67

**Auditor**

Staples Business Advantage	Supplies	\$40.56	
			\$40.56

**Clerk of Courts**

Staples	Supplies	\$260.96	
			\$260.96

**Commissioners**

Brandywine	Royalty Sharing Mar 2024	\$166.25	
Frontier	Service	\$62.12	
Frontier	Service	\$227.48	
Frontier	Service	\$1,274.80	
Independent Elevator LLC	Mthly Maintenance	\$595.00	
Wayne Garage Door Sales & Service	Certification/JFS	\$305.00	
			\$2,630.65

**Community Corrections**

Melymbrosia Associates	Assessment	\$400.00	
			\$400.00

**Coroner**

Catherine S Clark	Feb Travel Reimbursement	\$140.50	
Rachel Fetty	Feb Travel Reimbursement	\$87.60	
			\$228.10

**Dog & Kennel**

Frontier	Service	\$121.30	
Humble Creatures Vet Clinic	Services	\$541.00	
Verizon Wireless	Service	\$35.10	
			\$697.40

**EMA**

Great Lakes Computer Corporation	Server Maintenance	\$180.00	
US Bank Equipment Finance	Copier Contract	\$103.51	
VEIT	Copier Contract	\$10.23	
			\$293.74

**Engineer**

Clark Company/Clark Clay Co	Material	\$684.08	
Clune Consulting Services LLC	Services	\$252.44	
Dominion Energy Ohio	Gas Utility	\$1,415.64	
Independence Business Supply	Supplies	\$12.52	
Industrial Electronic Repair	Parts	\$2,500.00	
OMCTC	Services	\$112.00	
R&R Truck Sales Inc	Equipment/New Truck	\$135,000.00	
Rob Lint	Travel Reimbursement	\$27.85	
Zashin & Rich	Legal Services	\$2,025.00	
			\$142,029.53

**Information Technology**

Staples	Supplies	\$983.94	
Staples	Supplies	\$21.21	
Staples	Supplies	\$122.65	
			\$1,127.80

**Juvenile/Probate**

Adam W Wilgus	Travel Reimbursement	\$208.81	
ComDoc	Copier Contract	\$67.76	
ComDoc	Copier Contract	\$42.20	
Ohio Judicial Conference	Registration Fee	\$50.00	
			\$368.77

**Sheriff**

BA Widder Architect	Services	\$4,193.30	
Frontier	Service	\$2,842.24	
HC Lobalzo & Sons Inc	Repairs	\$825.00	
Michael Snider	Travel Reimbursement	\$45.24	
Model Uniforms	Services	\$25.00	
Rex Pipe & Supply	Supplies	\$191.80	
Silco	Annual Inspection	\$865.00	
Wadsworth Service	Contract Services	\$1,197.83	
Workwell	Services	\$65.00	
Zashin & Rich Co LPA	Legal Services	\$3,412.00	
			\$13,662.41

**Southern District**

Quill	Supplies	\$1,456.48	
			\$1,456.48

**Water & Sewer**

Hawkins Water Treatment Group	Supplies	\$802.00	
Iron Mountain	Services	\$442.69	
J Wayne Backhoe LLC	Services	\$1,200.00	
Ohio Rural Water	Training	\$325.00	
Tusc Co Commissioners	Krizman Property Purchase Office Bldg/Garage	\$1,311.31	
Tusc Co Commissioners	Payment	\$3,076.25	
Tusc Co Commissioners	Krizman Property Purchase	\$90.36	
			\$7,247.61

**GRAND TOTAL \$369,943.68**

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

**DISCUSSION: SCHEFFLER GROUP USA; Dover Mayor, Shane Gunnoe and Executive Director, of Tuscarawas Economic Development Corporation, Marla Akridge, were present with a big announcement for Tuscarawas County. Marla started by announcing the Schaeffler Group will be building a 137,000 square foot manufacturing facility in Dover and bringing 450 jobs to the area. Schaeffler also operates a manufacturing facility in Wooster and Strongsville. The new facility in Dover will manufacture electric beam axles and electric drivetrain systems to support the hybrid/EV industry. This project was a lot of late nights and lost sleep! We were in the running with KY, PA, and MI that had about 50 cities involved for the project.**

**Mayor Gunnoe added this is a very transformational project for the community. There is 13 acres that will be in front of the plant that will be left for green space for now. Schaeffler Group offers benefits, and significant wages, the average wage is \$40,000 and child care on site for their employees. There will need to be road improvements to Crown Rd. The state is giving \$775,000 to start the road project. The Ohio Tax Credit Authority approved 15-year 2.228% payroll tax credit for this project.**

**Commissioner Abbuhl asked if homework had been done with the school systems and other entities and everyone is on board with this? The Mayor stated they have met with the schools and Buckeye Career Center (BCC) and they Schaeffler is coming again Wednesday to meet again because they want to build a strong relationship with the schools because that is their future employees.**

*Mayor Gunnoe stated we will be asking for Tax Increment Financing (TIF) agreement which will authorize the Tuscarawas Economic Development & Finance Alliance (EDFA) to enter into bonds for some of the development costs for this project.*

*Commissioner Ress congratulated Mayor Gunnoe and Marla for heading this project up and getting it to our community. One of the biggest concerns I have is housing in the area. What have you discussed concerning this? Marla stated one of her staff members is in Columbus as we speak and one of the workshops is exploring different revenue strains for the infrastructure specifically for housing. Mayor Gunnoe stated what we are facing and dealing with is not uncommon. This is going to be an issue that every city and village is going to have to continue to address. We think a lot of the people working at Scheffler Group will already live in the area or commute from surrounding communities.*

*Commissioner Abbuhl asked about a timeline for ground breaking, etc. Marla stated a tentative date for groundbreaking is August 2024. There will be corporate people coming in from Germany for this. Also, we have had vendors and local businesses contact us and wanting to do some of the work on this project and Scheffler tries to use local.*

*All of the Commissioners thanked Mayor Gunnoe and Marla for all of the hard work they put into this project. It is going to be great for the whole area.*

**RESOLUTION (215-2024) ADJOURN**

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to adjourn at 1:52 p.m. to meet in Regular session Wednesday, the 6th 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