

April 3, 2024

Agenda

Lord's Prayer
Pledge of Allegiance

9:15 a.m. Highway Patrol Officer, Alex Carroll Recognition – Highway Trooper of the Year for the Post
9:30 a.m. Bid Opening – All-Terrain Tree Trimmer – Engineer

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation

Approve Inter-Fund Transfer/Advance

Authorize Sanitary Engineer to Apply for Cooperative Agreement – Wilkshire Hills WWTP Improvements

Approve License Agreement – Tuscarawas County Coroner

Amend Resolution (786-2023) – Water & Sewer

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 3rd DAY APRIL, 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 (322-2024) APPROVE MINUTES

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the minutes from the April 1, 2024 meeting as written.

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

RESOLUTION (323-2024) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Staley Technologies	Child Support Enforcement	\$13,970.70
Jennifer Schandel	CASA	\$44.40
Brechbuhler Truck Sales LLC	Engineer	\$2,975.14

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

RESOLUTION (324-2024) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Municipal Court	E-0440-A018-A00	E-0180-A002-G16	\$1,000.00	Needed to cover juror fees

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

RESOLUTION (325-2024) 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 (April 2024 Mandated Share) \$18,429.75

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

RESOLUTION (326-2024) – AUTHORIZE DIRECTOR/SANITARY ENGINEER - APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT - WILKSHIRE HILLS WWTP IMPROVEMENTS – PHASE 2

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

WHEREAS, the Board of Commissioners, Tuscarawas County, Ohio (hereinafter referred to as the “LGA”) intend to make certain improvements known as the Wilkshire Hills WWTP Improvements – Phase 2; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the “OWDA”) to finance costs of the construction of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

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

Section 1. That the LGA hereby approves the construction of the aforesaid wastewater treatment plant improvements in cooperation with the OWDA under the provisions, terms and conditions set forth in the “Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project” as set forth in Exhibit A (the “Cooperative Agreement”) and hereby authorizes the Director/Sanitary Engineer of the Tuscarawas County Metropolitan Sewer District, and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

Section 2. That it is found and determined that all formal actions of this resolution concerning and relating to the passage of this resolution were passed in an open meeting of this resolution, and that all deliberations of this Board and of any of its committees 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.

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

DISCUSSION: AUTHORIZE SANITARY ENGINEER TO APPLY FOR COOPERATIVE AGREEMENT – WILKSHIRE HILLS WWTP IMPROVEMENTS – Mike Jones, Sanitary Engineer, stated his total construction budget on this project is \$3.3 million. We have \$1.8 million in ARPA Funds and a \$250,000 ARC grant. This leaves us with \$1.3 million to make up for. An OWDA loan could make up that cost. Looking at financials, we would ask for a 30-year loan term. This resolution is authorizing me to apply for the loan and also signatory permission due to OWDA changing their procedures to electronic signatures.

RESOLUTION (327-2024) APPROVE LICENSE AGREEMENT – TUSCARAWAS COUNTY CORONER

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the following Licensing Agreement with the Tuscarawas County Commissioners, Tuscarawas County Coroner and The Union Hospital Association for a term of twenty years, commencing on February 1, 2024 and ending on January 31, 2044. This action is taken upon recommendation of Dr. Jeff L. Cameron, Coroner and approved as to form by Kristine Beard, Assistant County Prosecutor.

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the "Agreement") dated this 3 day of April 2024, is made and entered into between **THE UNION HOSPITAL ASSOCIATION**, an Ohio non-profit corporation (hereinafter referred to as "Licensor") and the **BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY**, a governmental body and political subdivision organized under the laws of the State of Ohio (hereinafter referred to as "Board"), as well as the **TUSCARAWAS COUNTY CORONER**, an elected governmental official (hereinafter referred to as "Coroner") (the Board and the Coroner are hereinafter collectively referred to as "Licensee").

WHEREAS, Licensor owns and operates Union Hospital located at 659 Boulevard Street, Dover OH 44622 (the "Hospital") and, as part of its operations therein, has facilities for the operation of a morgue and autopsy room, known as Rooms UNN-G-208, UNN-G-208A, UNN-G-208B and UNN-G-208C as shown on Exhibit "A", attached hereto, consisting of approximately 941.9 square feet (the "Licensed Area"); and,

WHEREAS, Licensor and the Coroner have had an informal relationship under which the Licensor has permitted the Coroner to use the Licensed Area in a manner consistent with good professional and medical practices including, but not limited to, and for the purpose of conducting autopsies, external examination, radiological examinations and specimen procurement as well as to hold and store the bodies of deceased individuals in refrigeration units located within the Licensed Area; and,

WHEREAS, as a benefit to the community, Licensor, in furtherance of its charitable mission, and Licensee, in furtherance of its service to the residents of Tuscarawas County, Ohio, desire to formalize an arrangement wherein Licensor desires to grant to Licensee, subject to the terms and conditions contained herein, a non-exclusive, shared right to use (i) the Licensed Area, (ii) the equipment, facilities and improvements located therein as well as (iii) the parking areas, walkways, entrances, hallways, stairwells, elevators and restrooms at the Hospital solely for the purpose of ingress and egress to and from the Licensed Area (collectively, the "License").

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, Licensor and Licensee agree as follows:

ARTICLE 1 – GRANT OF LICENSE, TERM AND TERMINATION

1.01. **License.** Licensor hereby grants to Licensee, subject to the terms and conditions contained herein, a non-exclusive, shared right to use (i) the Licensed Area, (ii) the equipment, facilities and improvements located therein as well as (iii) the parking areas, walkways, entrances, hallways, stairwells, elevators and restrooms at the Hospital solely for the purpose of ingress and egress for access to and from the Licensed Area; it being understood and agreed that Licensor shall deliver use of the Licensed Area to Licensee in "as is" condition and Licensor shall have no obligation to undertake and complete and work, modifications, renovations and/or improvements in the Licensed Area, the equipment, facilities and improvements located therein or the parking areas, walkways,

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 Approved as to Form.032024.JAG

entrances, hallways, stairwells, elevators and restrooms at the Hospital intended for ingress and egress to and from the Licensed Area.

1.02. **Initial Term.** The initial term of this Agreement shall be for twenty (20) years, commencing on February 1, 2024 (the "Commencement Date") and ending on January 31, 2044 (the "Initial Term"), unless terminated sooner as provided in this Agreement.

1.03. **Option to Extend Term.** Provided that Licensee is not in default under any of the terms and conditions contained herein, Licensor hereby grants to Licensee an option to extend the term of the Agreement (the "Option to Extend") for one (1) additional ten (10) year period (the "Renewal Term"). The Renewal Term shall commence upon expiration of the Initial Term (i.e., February 1, 2044 and continue thereafter through and including January 31, 2054). The Renewal Term shall be subject to all of the terms and conditions contained in this License. Licensee shall give Licensor written notice of its intent to exercise this Option to Extend not less than six (6) months prior to the expiration of the Initial Term.

1.03. **Early Termination of License.** Notwithstanding any language to the contrary contained herein, Licensor and/or Licensee shall have the right, exercisable by written notice to the other, to terminate this Agreement at any time during the Initial Term or the Renewal Term with or without cause. The termination shall be effective as of the last day of the third (3rd) full calendar month after the date of the written termination notice (the "Termination Date"), provided, however, that Licensee pays to Licensor any and all sums and charges accruing under the Agreement between the date of the written termination notice through and including the Termination Date, as such sums may become due (if any); it being understood and agreed that any sum which cannot be exactly determined by Licensor as of the Termination Date shall be paid by Licensee to Licensor within thirty (30) days after receipt by Licensee of a statement therefor. The obligation of Licensee to pay any such sums shall survive the termination of this Agreement.

ARTICLE 2 - LICENSE FEE

2.01. **License Fee.** As a License Fee, the Licensee shall make an annual payment to Licensor of One Dollar (\$1.00) per annum. The License Fee shall be due and payable on or before February 1st of each year during the Initial Term or Renewal Term, as the case may be. The parties acknowledge and agree that the License Fee constitutes good and valuable consideration from Licensee to Licensor for the License. Licensee, at its discretion, shall have the right to pay the License Fee accruing for the entire Initial Term in a lump sum payment on the Commencement Date..

ARTICLE 3 - INTERESTS OF THE PARTIES AND PERMITTED USE

3.01 **Interests of the Parties.** This Agreement and the License created herein does not provide Licensee with any ownership interest or leasehold estate in the real or personal property of the Hospital, including, but not limited to, the Licensed Area, the equipment, facilities and improvements located therein or the parking areas, walkways, entrances, hallways, stairwells, elevators and restrooms at the Hospital intended for as a means of ingress and egress for access to and from the Licensed Area.. Other than the use and access rights specifically granted to Licensee

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herein, this Agreement does not create, imply, infer or provide Licensee with any additional use of, or access to the Hospital.

3.02 **Permitted Use.** The purpose of this License is to provide appropriate facilities for the Coroner to perform autopsies as well as hold and store the bodies of deceased individuals pending the Coroner's examination thereof as part of Coroner's obligation to investigate and determine the cause of death, as well as to carry out any activity relating to the business, legal duties and responsibilities of the Coroner pursuant to Ohio law, statute, regulation and custom and for no other purpose; it being understood and agreed that the Coroner shall not store the body of a deceased individual in the Licensed Areas for more than fourteen (14) days. Licensee shall use the Licensed Area, the equipment and facilities located therein in a clean, sanitary and safe manner as well as in a manner consistent with good and professional medical practices.

3.04 **Compliance with Hospital Rules.** Licensee shall strictly follow all Hospital rules, regulations, policies and procedures regarding safety, security and emergency concerns as established and/or modified from time to time.

ARTICLE 4 - REPAIRS AND MAINTENANCE

4.01 **Licensor Responsibilities.** Licensor, at its sole cost and expense, shall be responsible for all maintenance, repairs, replacements and supplies necessary to keep the Licensed Area and the equipment and facilities located therein, in good working order and condition, including, but not limited to, being responsible for collection of all trash/debris, routine custodial services and restroom supplies and to keep the morgue rooms free of clutter. Licensee shall give Licensor written notice of the necessity for maintenance, repairs and/or replacements coming to the attention of Licensee following which Licensor shall have a reasonable time to undertake and complete such repairs; it being understood and agreed that Licensee shall permit Licensor full access to the Licensed Area to perform such maintenance or cause such repairs or replacements to be made.

4.02 **Licensee Responsibilities.** Licensee shall be responsible for any damages or diminution in value of the Licensed Area, the equipment, facilities and improvements located therein and the parking areas, walkways, entrances, hallways, stairwells, elevators and restrooms at the Hospital caused by Licensee's actions or inaction; it being understood and agreed that Licensor shall make all required repairs and/or replacements thereto resulting from Licensee's actions or inaction and Licensee shall reimburse Licensor within thirty (30) days after Licensee's receipt on a statement therefor. Licensee shall not be responsible for any damages or diminution in value of the Licensed Area or the equipment, facilities and improvements located therein caused by ordinary usage, wear and tear.

4.03 **Failure to Fulfill Obligations, and Dispute Resolution.** If either party fails to perform its obligations as set forth in Sections 4.01 and 4.02 above, the other party shall provide written notice of the need for such maintenance, repair or replacement. If, after the passage of a reasonable amount of time after such notice the other party fails to correct the deficiency, the parties agree to discuss resolution and if they cannot come to an agreement on such correction, to pursue mediation of any and all differences.

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ARTICLE 5 - UTILITIES

5.01 **Utility Charges.** Licensor shall be responsible for, and timely payment of, all utility charges including, but not limited to, all charges for water, sewer, electricity, natural gas, telephone and internet/data service charges (excluding Licensee's cost to purchase Licensee's telephone and/or internet/data equipment) used in and about the Licensed Area.

ARTICLE 6 - ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

6.01 **No Alterations.** Licensee shall not make any alterations, additions or improvements to the Licensed Area.

ARTICLE 7 - INDEMNITY AND INSURANCE

7.01 **Indemnification by Licensee.** To the extent as may be provided by law, Licensee will indemnify, defend and hold Licensor harmless from and against all claims, demands, loss, cost, expense, and liability whatsoever (including Licensor's cost of defending against the foregoing, such cost as to include attorney's fees) resulting or occurring by reason of Licensee's use and occupancy of the Licensed Area, the equipment, facilities and improvements located therein and the parking areas, walkways, entrances, hallways, stairwells, elevators and restrooms at the Hospital.

7.02 **Insurance.** During the Initial Term and any Renewal Term, Licensee, at its sole cost and expense, shall procure and maintain commercial general liability insurance which shall include liability and contractual liability coverages as will protect Licensor from any and all claims and demands for damages due to death, bodily injury, loss or damage to real or personal property, occurring in, on or about the Licensed Area and/or the use of the equipment, facilities and improvements located therein, the parking areas, walkways, entrances, hallways, stairwells, elevators and restrooms at the Hospital or arising out of or in any way connected with the acts or omissions to act of the Licensee. Such insurance shall provide coverage with limits of liability in an amount not less than \$3,000,000.00 per occurrence (including excess and umbrella liability coverage maintained in force by either party). Licensee shall deposit certificates of such policy or policies with Licensor prior to the Commencement Date; said policy or policies shall name Licensor as an insured parties under such insurance policy or policies and shall bear endorsements to the effect that the insurer agrees to notify Licensor not less than thirty (30) days in advance of any modification or cancellation thereof.

ARTICLE 8 - DEFAULT

8.01 **Default.** If Licensee defaults in the performance of any term, covenant, or condition required to be performed by it under this Agreement, Licensor shall give written notice of the default to Licensee. Licensee shall cure the default within ten (10) days after receipt of Licensor's notice (or if the Default can not be cure within ten (10) days after receipt of Licensor's notice) Licensee shall promptly and diligently commence to cure the default and thereafter proceed to cure the default within a reasonable period of time thereafter, taking into consideration the needed maintenance, repair or replacement, the availability of needed materials and labor and the time to

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properly undertake and complete the required work. If Licensee fails to cure the default within ten (10) days after receipt of written notice or does not commence action to cure correct the default within ten (10) days after receipt of notice or thereafter promptly and diligently proceeds to cure the default within a reasonable period of time taking into consideration the needed maintenance, repair or replacement, the availability of needed materials and labor and the time to properly undertake and complete the required work, then Licensor shall have the right but not the obligation to undertake and cure the default and Licensee shall reimburse Licensor for any and all cost incurred by Licensor therein within thirty (30) days after receipt of Licensor's invoice therefor; it being understood and agreed that Licensee's obligation to reimburse Licensor for such costs shall survive the expiration of this Agreement.

8.02 **Cumulative Remedies.** All rights and remedies of Licensor and Licensee herein shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this License. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

8.03 **Waiver.** A waiver by either Licensor or Licensee of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

ARTICLE 9 - ACCESS BY PARTIES

9.01 **Licensor Access.** Licensor and Licensor's agents, representatives, and employees shall at all times have authority to enter into and on the Licensed Area and use the Improvements.

9.02 **Licensee Access.** Coroner and designated staff members of the Coroner's office, shall at all times have authority to enter into the Licensed Area for any and all permitted uses under this Agreement. Licensor shall not otherwise impede Coroner or designated staff of the Coroner's office, from accessing the Licensed Area and carrying out the permitted uses. To assist Coroner and designated staff members of Coroner's office in gaining timely and efficient access to the Licensed Area, and avoid the unnecessary need and delay (especially in the evenings, on weekends, and during holidays) of having a nurse or security guard to escort Coroner or any designated staff members of the Coroner's office to the Licensed Area, Licensor and Licensee agree that Coroner and designated Coroner staff members must comply with all Hospital security policies and procedures and the Hospital shall issue the Coroner and designated staff members of the Coroner's office with appropriate identification (e.g., badges and/or access cards) in order to gain direct access, as needed, to the Licensed Area.

ARTICLE 10 - ASSIGNMENT AND SUBLICENSE

10.01 **Assignment and Subletting.** Licensee shall not assign, sub-license, convey, encumber, pledge or otherwise transfer this Agreement, the License created herein or the equipment, facilities located in the Licensed Area.

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ARTICLE 11 - MISCELLANEOUS

11.01 Notices & Addresses. Any notice or consent required to be given by or on behalf of either party to the other shall be by registered or certified mail, return receipt requested, addressed to the Licensor and/or Licensee at the address(es) below, or at such other address as may be specified from time to time by notice from either party. All notices shall be considered delivered on the date actually delivered (or, if delivery is attempted but not successful, on the first date that delivery is attempted), and not on the postmarked date.

To Licensor: Union Hospital
659 Boulevard Street
Dover, OH 44622
Attn: Jeffery Pike

with copy to:

The Cleveland Clinic Foundation
9500 Euclid Avenue (NA-4)
Cleveland, Ohio 44195
Attn: Sr. Director of Real Estate

and to:

The Cleveland Clinic Foundation
3050 Science Park Drive (AC321)
Beachwood, Ohio 44122
Attn: Sr. Counsel, Real Estate

To Licensee: Tuscarawas County Office Building
125 East High Avenue
New Philadelphia OH 44663
Attn: County Coroner

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this paragraph.

11.02 Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors, and assigns when permitted as may be permitted herein.

11.03 Ohio Law. This Agreement shall be construed under, and governed by, the law of the State of Ohio.

11.04 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any

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financings or re-financings in any amounts which may now or hereafter be placed against or affect any or all of the land or any or all of the building and improvements now or at any time hereafter constituting part of or adjoining the Hospital. The aforesaid provision shall be self-operative and no further instrument or document shall be required to effectuate said subordination unless otherwise requested. Licensee agrees that if Licensor or any ground Licensor, mortgagee or trustee requests confirmation of such subordination, within ten (10) days after receipt of written request therefor, Licensee shall execute and deliver whatever instruments (including but not limited to a Memorandum of License and/or a Non-Disturbance and Attornment Agreement in recordable form), the form and substance of which shall be approved by the parties, which may be required for such purposes and to carry out the intent of this Section.

11.09 Estoppel Certificates. At any time and from time to time, Licensee agrees, upon request in writing from Licensor, to execute and deliver to Licensor, for the benefit of such persons as Licensor names in such request, a statement in writing and in form and substance satisfactory to Licensor certifying to such of the following information as Licensor shall request, provided that such facts are true and ascertainable: (1) that this Agreement constitutes the entire agreement between Licensor and Licensee and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (2) the dates on which the License Fee, and any other charges accruing hereunder have been paid; (3) that the Licensed Area has been completed on or before the date of such letter and that all conditions precedent to the Agreement taking effect have been carried out; (4) that Licensee has accepted possession of the Licensed Area; (5) that the term of the Agreement has commenced; (6) that Licensee is occupying the Licensed Area; (7) that Licensee knows of no default under the Agreement by Licensor and that there are no defaults or offsets which Licensee has against enforcement of this License by Licensor; and, (8) the actual commencement date of the License and the expiration date of the License.

11.10 Counterparts; Electronic Signatures. To facilitate execution, this Agreement may be executed in one or more counterparts; and it shall not be necessary that the signature of each party or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement and the parties hereto agree to be bound thereby. Signatures to this Agreement may be delivered electronically and shall be considered binding.

The balance of this page was intentionally left blank.

Signatures appear on the following page.

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IN WITNESS THEREOF, the undersigned Licensor and Licensee execute this License, as of the date and year first above written.

LICENSOR:

THE UNION HOSPITAL ASSOCIATION
an Ohio non-profit corporation

By: Jason Hergenroeder
Executive Director-Financial Accounting
Date: , 2024

LICENSEE:

BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY
a governmental body and political subdivision organized under the
laws of the State of Ohio

By: Kristin Zemis
Name: Kristin Zemis
Title: President, Board of Commissioners
Date: April 3, 2024

-AND-

TUSCARAWAS COUNTY CORONER
an elected governmental official

By: Jeff L. Cammar M.D.
Name: JEFF L Cammar M.D., Coroner
Date: MARCH 26, 2024

Approved as to Form
Kristine W. Beard
Tuscarawas County Assistant Prosecutor
Date: , 2024

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STATE OF OHIO)
) SS:
COUNTY OF TUSCARAWAS)

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

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Jason Hergenroeder, known to me to be the Executive Director-Financial Accounting of THE UNION HOSPITAL ASSOCIATION, an Ohio not for profit corporation, who acknowledged that he did sign the foregoing instrument, that the same is his free act and deed as an authorized representative of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of ___, 2024.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF TUSCARAWAS)

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

BEFORE ME, the foregoing License was acknowledged before me this 3rd day of April, 2024, by Kristin Zemis, Tuscarawas County Board of Commissioners on behalf of the Tuscarawas County Board of Commissioners.



Rhonda Jordan
Notary Public
my Commission expires: 5/15/2027

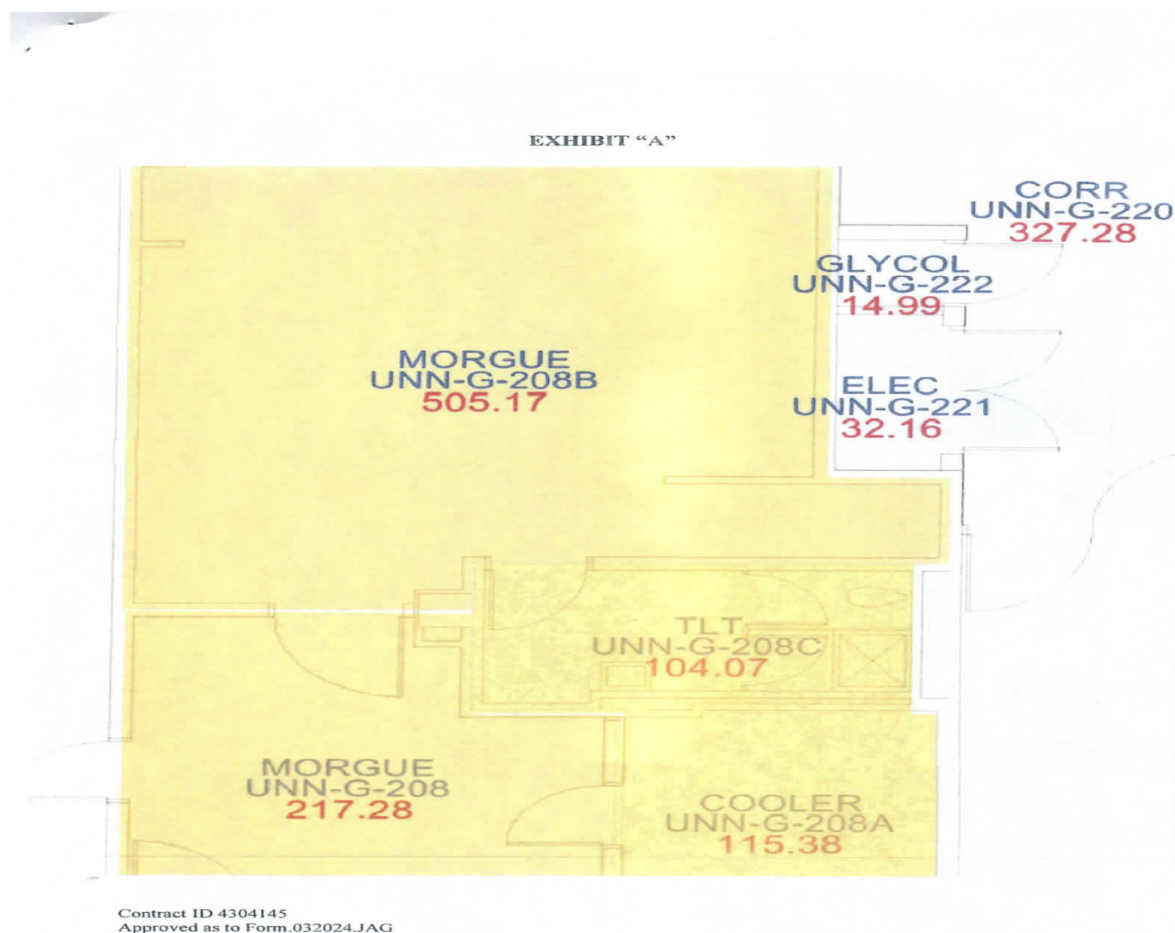
STATE OF OHIO)
) SS:
COUNTY OF TUSCARAWAS)

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

BEFORE ME, the foregoing License was acknowledged before me this ___ day of ___, 2024, by ___, M.D., Coroner, Tuscarawas County, Ohio, on behalf of the Tuscarawas County Coroner's Office.

Notary Public

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

RESOLUTION (328-2024) AMEND RESOLUTION (786-2023) IN PART - AUTHORIZING THE DIRECTOR/SANITARY ENGINEER TO EXECUTE LOAN DOCUMENTS

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

WHEREAS, the Board of Commissioners of Tuscarawas County, Ohio, previously adopted Resolution (786-2023) on September 13, 2023 approving a cooperative agreement with the Ohio Water Development Authority (“OWDA”) for a loan for a Combination Sewer Jetter Truck; and

WHEREAS, it is necessary to amend the existing resolution to include the Director/Sanitary Engineer, Michael Jones, as an authorized signer on the said cooperative agreement; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of Tuscarawas County, Ohio, as follows:

1. The existing resolution dated September 13, 2023 approving the cooperative agreement with OWDA for the construction loan is hereby amended to include the Director/Sanitary Engineer, Michael Jones, as an authorized signer.
2. Michael Jones is hereby authorized to sign all necessary documents related to and including the cooperative agreement, including but not limited to loan disbursement requests, project progress reports, and any other relevant paperwork.
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.

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

RESOLUTION (329-2024) PAY BILLS

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

Meeting Date - April 3, 2024

Auditor

Treasurer State of Ohio	LGS Audit/March 2024	\$4,898.00	
Treasurer State of Ohio	LGS Audit/March 2024	\$4,087.00	
Treasurer State of Ohio	Performance Audit/Mar 2024	\$24,259.70	
			\$33,244.70

Clerk of Courts

Software Computer Group	Service	\$65.99	
Staples	Supplies	\$188.87	
			\$254.86

Commissioners

Brandywine Valley Development	Royalt Sharing-Apr 2024	\$166.25	
Charter Communications/Spectrum	Service	\$74.98	
ComDoc	Copier	\$4,712.00	
Dominion Energy	Gas Utility	\$577.39	
Dominion Energy	Gas Utility	\$197.34	
Dominion Energy	Gas Utility	\$824.25	
Dominion Energy	Gas Utility	\$1,317.46	
EODA	Yrly Membership 1/24-12/24	\$200.00	
Fenton Bros Electric	Supplies	\$24.08	
Go Shred	Services	\$165.00	
Independent Elevator	Services	\$595.00	
John L Neininger	Humane Agent/Mar 2024	\$500.00	
MNJ Technologies	License/1 Year	\$402.00	
ODP Business Solutions LLC	Supplies	\$12.88	
US Bank	Service	\$158.64	
VEIT	Services	\$87.04	
			\$10,014.31

Common Pleas

Interpreters XP LLC	Services	\$260.00	
			\$260.00

Community & Economic Development

Staples	Supplies	\$73.97	
			\$73.97

Dog & Kennel

Cummins	Maint/Inspection	\$268.61	
	Mthly Software		
Fairfield Computer Services LLC	Subscription	\$200.00	
Frontier	Service	\$121.30	
Humble Creatures Vet Clinic	Services	\$308.00	
Oak Pointe Veterinary Care	Supplies	\$217.00	
Verizon Wireless	Service	\$35.10	
			\$1,150.01

EMA

US Bank Equipment Finance	Copier Contract	\$98.59	
VEIT	Copier Contract	\$15.21	
			\$113.80

Engineer

Brechbuhler Truck Sales LLC	Parts	\$2,975.14	
Cargill Inc	Supplies	\$67,073.81	
Clune Consulting Services LLC	Services	\$33.98	
Frontier Communications	Service	\$134.60	
Liniform	Rental	\$157.71	
Mastercard	Supplies	\$373.63	
Michael S Conrad/Conrad Electric	Repairs	\$11,333.11	
Radiator Service	Parts	\$824.00	
			\$82,905.98

Human Resources

Mastercard	Supplies	\$31.96	
			\$31.96

Information Technology

OARnet	Services	\$270.00	
Staples	Supplies	\$163.46	
Staples	Supplies	\$800.34	
			\$1,233.80

JFS - H00

Auman Inc	Van 4-Brake Pads & Rotors	\$370.81	
Beth Kiggans	Exp Rpt/Meals	\$19.34	
ODP Business Solutions, LLC	Supplies	\$43.96	
Tammy S Adams	First Aid	\$88.85	
Wex Bank	Purchased Services	\$1,273.47	
			\$1,796.43

JFS - S00

Aaron & Chevelle Barger-Et/Al	Apr 2024/AA & SAMS	\$18,800.07	
Ann Price	Child Support	\$216.78	
Ashley & Robert Bunton Jr	FP Reimb	\$54.76	
Britany Wilson	Child Support	\$39.98	
Doug & Anna Dingman	Social Security	\$353.40	
Forensic Fluids Laboratories	D Test	\$5,200.00	
Julie and Lester Cerana	Child Support	\$288.22	
LLA Therapy LLC	Medical	\$8.76	
Lovelle Scott	Social Security	\$413.00	
Michael & Kortnee Cameron	Social Security	\$943.00	
Superfleet Mastercard Program	Fuel	\$270.73	
			\$26,588.70

Juvenile/Probate

Double Tree/Hilton Jacksonville Riverfront	Travel Expense	\$749.12	
Double Tree/Hilton Jacksonville Riverfront	Travel Expense	\$749.12	
Independence Business Supply	Supplies	\$54.00	
Independence Business Supply	Supplies	\$81.00	
Total First Aid	Supplies	\$36.45	
			\$1,669.69

Muni Court Probation

Ohio AMS	Services	\$4,606.50	
			\$4,606.50

Park

Mastercard	Supplies	\$20.00	
Mastercard	Supplies	\$18.17	
			\$38.17

Prosecutor

Ohio Victim Witness Association	Yearly Membership	\$100.00	
			\$100.00

Sheriff

Dominion Energy Ohio	Gas Utility	\$2,809.77	
Dutch Creek Foods	Supplies	\$2,447.30	
FedEx	Services	\$38.59	
Gordon Food Service Inc	Supplies	\$9,316.32	
Mastercard	Training	\$330.00	
Nickles Bakery	Supplies	\$1,272.18	
Northern Safety Co Inc	Supplies	\$37.93	
RJ Wright & Sons	Gasoline	\$1,113.20	
RJ Wright & Sons	Gasoline	\$2,521.36	
Silco	Maintenance	\$2,947.00	
Staples	Equipment	\$309.98	
Sysco Food Services Cleveland	Supplies	\$6,126.25	
US Bank Equipment Finance	Copier Leases	\$89.66	
			\$29,359.54

Treasurer

Independence Business Supply	Supplies	\$111.38	
Tuscarawas County Recorder	Fees	\$266.00	
			\$377.38

Water & Sewer

AEP	Electric Utility	\$68.78	
AEP	Electric Utility	\$748.45	
Frontier	Service	\$55.75	
Frontier	Service	\$54.59	
Frontier	Service	\$51.45	
Great Lakes Water & Waste Systems	Equipment	\$3,320.00	
Harris Battery Company Inc	Supplies	\$250.26	
JA's Auto Service	Tires	\$504.49	
John Albers	Legal Fees	\$9,150.00	
John Albers	Legal Fees	\$9,150.00	
Lowe's	Materials	\$215.29	
Lowe's	Equipment	\$85.44	
Lowe's	Materials	\$37.98	
National Lime & Stone Company	Materials	\$171.03	
NCTWater	Services	\$9,228.64	
Tusc Co Commissioners	Krizman Property/Well Prot	\$1,312.40	
Tusc Co Commissioners	Krizman Property/Well Prot	\$89.27	
Tusc Co Commissioners	Office Bldg/Garage Prin		
Tusc Co Commissioners	Pymnt	\$3,076.25	
			\$37,570.07

GRAND TOTAL \$231,389.87

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

DISCUSSION: HIGHWAY TROOPER OF THE YEAR FOR POST RECOGNITION – ALEX CARROLL – Trooper Alex Carroll stated Sargent Clint Armstrong who is Assistant Post Commander at the New Philadelphia Post has accompanied him today. Trooper Carroll graduated from NPHS in 2012 and joined the HP in 2017. Trooper Carroll stated his favorite part of the job is meeting and helping people, whether it be changing a tire on the side of the interstate, giving directions, or anything else I can do to make someone's day better.

Commissioner Abbuhl stated he has seen Troopers changing tires along the highway and appreciates that they go above and beyond their duties. Mr. Abbuhl addressed Sgt. Armstrong by stating law enforcement is a tough job to have and I would think you are ecstatic to have someone like Trooper Carroll who is wanting to do this type of work because there are so many big challenges in serving the public. There are a lot of obstacles and often times some negative public comments for this type of law enforcement work, but we appreciate what you do. Sometimes it is difficult to find good, qualified

candidates to do this type of work, however, you have a very qualified law enforcement officer with Trooper Carroll. **Sgt. Armstrong** stated this is a very dynamic job. People think we are just out there writing tickets, but it is more than that. Trooper Carroll is with our Mobile Field Force, which is a team that responds to any significant public event. Trooper Carroll assisted at East Palestine during the train derailment. Trooper Carroll is also in the promotion process trying to take my job when I'm gone. Recruitment has been an issue. Our numbers across the state are low. We are doing a big push to recruit new people because no one wants to do law enforcement anymore. **Commissioner Abbuhl** added we appreciate having good people in place that are protecting us. Congratulations Trooper Carroll. **Commissioner Zemis** stated this is a needed and noble profession. We appreciate you and so does your post. **Commissioner Ress** thanked the Troopers for their service. Hopefully the recruiting efforts get better and we can change that pattern.

The clerk read the recognition onto the record.

RESOLUTION (330-2024) RECOGNITION – ALEX CARROLL – NEW PHILADELPHIA HIGHWAY PATROL

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the following resolution of recognition for New Philadelphia Highway Patrol Officer Alex Carroll.



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

Chris Abbuhl, yes;

RESOLUTION (331-2024) RECESS

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to recess at 9:21 a.m., for the purpose of taking pictures with the Highway Patrol Recognition.

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

Commissioner Zemis called the meeting out of recess at 9:24 a.m. and back into Regular Session.

OTHER BUSINESS: SUNDAY CREEK HORIZONS - Commissioner Ress stated he received a message from Jay Hottinger of Sunday Creek Horizons. We need to get with Scott from Economic Development and Legal to renew our extension. **Commissioner Zemis** added their particular skills are unique. We do not want them to stop their work with us, so we need to get this renewal completed. **Commissioner Abbuhl** stated Congressman Balderson has funding available and Sunday Creek is working on getting some of that for Tuscarawas County. **Commissioner Zemis** stated the Commissioners have been very happy with the product that Sunday Creek is delivering. If all goes well, the county will benefit quite well from another award.

LT. GOVERNORS OFFICE - Commissioner Zemis updated that Mary Kate Hastings from the Lt. Governor's Office called to follow up on some issues related to their recent visit to Buckeye Career Center (BCC). They announced the new plant that is going to operate in Dover, and other topics discussed were infrastructure, housing and other challenges that our county might have as we absorb this new development into our county and also to make it more attractive as we go forward. Ms. Hastings suggested getting a round-table together so members of the county who are stake-holders in making our county more attractive, but also meeting the demands of housing and infrastructure. The round-table would include county, State Department of Development and other agencies so we can learn what they may have available to us for infrastructure improvements and housing, etc. Ms. Hastings taxed the Tuscarawas Commissioners with the duty of selecting folks from our community that we think should be involved in the round-table discussions. The entities that came to mind for me are OCED, Regional Planning, Mayors, Engineers, Water & Sewer so far.

RESOLUTION (332-2024) ADVISEMENT – USED ALL-TERRAIN TREE TRIMMER BID OPENING – ENGINEER

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to take the bids for the used all-terrain tree trimmer under advisement.

USED ALL-TERRAIN TREE TRIMMER

TUSCARAWAS COUNTY

BID TABULATION
April 3, 2024 @ 9:30 a.m.

BIDDER	BID AMOUNT	BOND
Frontier Power Company	\$110,000.00	

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

OTHER BUSINESS: SENIOR CENTER - Vicki Yates, Director of Fund Development, Tuscarawas Senior Center, was in attendance and invited the Commissioners to Senior Day on May 7, 2024. Lunch will be served; Ken the Ventriloquist will perform and the King & Queen will be crowned.

SENATOR BROWN – Commissioner Abbuhl stated he received a call from Senator Brown informing us about the \$896,000 grant the Water & Sewer Department received. Mike stated, the grant is from Senator Brown's Office, but it is going through the EPA's State Tribal Assistance Grant Program. The EPA will be administering the monies. This funding will be going towards the Emergency Transmission Water Line that will be connected to Canton for emergency back up sources.

OMEGA AD IN PAPER – Kris Lowdermilk, HR Manager, made mention of an OMEGA story in the Times Reporter that made mention of an ARC Grant of \$250,000 for Wilkshire Hills WWTP. There are other projects listed for Tuscarawas County that are receiving money from OMEGA and it is just amazing how much funding and how many projects there are.

RESOLUTION (333-2024) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to adjourn at 9:39 a.m. to meet in Regular session Monday, the 8th day of April , 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