

April 14, 2025

Agenda

Lord’s Prayer
Pledge of Allegiance

1:15 p.m. Scott Robinson, Advanced Manufacturing Corridor Group
1:30 p.m. Bob Snavelly, Palmer Energy – RFP Results & Electric Facilities Review

- Approve Minutes
- Approve Before/After Expenditures
- Approve Supplemental Appropriation
- Approve Inter-Fund Transfer/Advance
- Approve Out of County Travel – Clerk of Courts
- Approve Out of State Travel - Coroner
- Declare Obsolete – Office Equipment/Furniture - EMA
- Approve Prisoner Agreement – Village of Newcomerstown
- Approve Promotion – Custodial Worker II
- Reinstate July 30, 2025 Meeting
- Cancel August 4 & 6, 2025 Meetings
- Accept Donation – Framed United States Volunteer Service Certificate
- MOU – Statewide Consortium of County Law Library Resources Board
- Notification for Designation – Public Depository
- Approve Agreement – MARCS Mobile Voice Delivery System
- Notice of Award – TUS-VAR GR, Phase 8 - Engineer
- Pay Bills
- Other Business
- Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION
MONDAY, THE 14th DAY APRIL, 2025 WITH THE FOLLOWING MEMBERS PRESENT:

Kristin Zemis
Greg Ress
Mitch Pace

Commissioner Kristin Zemis presiding.

The Lord’s Prayer and The Pledge of Allegiance were recited.

RESOLUTION (358-2025) APPROVE MINUTES

It was moved by Commissioner Pace, seconded by Commissioner Zemis, to approve the minutes from the April 9, 2025 meeting as written.

VOTE: Kristin Zemis, yes;
Greg Ress, abstained;
Mitch Pace, yes;

RESOLUTION (359-2025) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
BDD	JFS	\$16,943.90

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

RESOLUTION (360-2025) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Recorder	E-0440-A018-A00	E-0230-A006-B03	\$1,000.00	Cover rest of year
Recorder	E-0440-A018-A00	E-0230-A006-B09	\$400.00	Drug testing new employee

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

RESOLUTION (361-2025) INTER-FUND TRANSFER/ADVANCE

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

From: Co. General to Child Service Fund \$456,028.97

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

RESOLUTION (362-2025) OUT OF COUNTY TRAVEL – CLERK OF COURTS

It was moved by Commissioner Ress, seconded by Commissioner Pace, to approve the following travel request as submitted by Wendy Jones, Clerk of Courts:

DATE: June 3 – 6, 2025
LOCATION: Cincinnati, OH
ATTENDEES: Wendy Jones
USING COUNTY VEHICLE: No
EXPENSE: Hotel \$780.89
Valet Fee \$117.00
Mileage \$307.00
TOTAL \$1,204.89

REASON: Clerk Summer Conference

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

RESOLUTION (363-2025) OUT OF STATE TRAVEL – CORONER

It was moved by Commissioner Pace, seconded by Commissioner Ress to approve the following out of state travel request for the Coroner’s Office as recommended by Dr. Jeff Cameron, Coroner:

DATE: September 21 – 26, 2025
LOCATION: Cuba, MO
ATTEND: Rachel Fetty

REASON: Clandestine Grave and Surface Remains Recovery

EXPENSE:	Class	\$525.00
	Hotel	\$350.00
	Airfare	\$500.00
	Rental Car	\$250.00
	Parking	\$75.00
	Meals	\$150.00
	Mileage to Airport	<u>\$115.00</u>
	TOTAL	\$1,965.00

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

RESOLUTION (364-2025) OBSOLETE PROPERTY – OFFICE EQUIPMENT/FURNITURE – EMA

It was moved by Commissioner Ress, seconded by Commissioner Pace, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B). The items will be disposed of in accordance to ORC.

Quantity	ID #	Description	Reason	Offered Inter-Office	Gov Deals	Proposed Disposal Method
1	LEPC2 00006	24’X48’FOLDING TABLE	Broken			Trash
1	LEPC2 00292	Charger	Obsolete			Trash
1	LEPC 20029	Unitech Scanner	Obsolete			Trash
1	LEPC 200293	Charger	Broken			Trash
1	LEPC2 00014	Kodak Camera	Obsolete			Trash
1	LEPC2 00020	Kodak Camera	Obsolete			Trash
1	LEPC2 00290	Unitech Scanner	Obsolete			Trash
1	LEPC 200293	Unitech Charger	Obsolete			Trash
1	LEPC2 00026	Radio Shack Cassette Player	Obsolete			Trash
1	LEPC2 00017	Calculator/Printer	Obsolete			Trash
1	EMA40 0003	Overhead Projector	Obsolete	Will offer		Trash if no one accepts it
1	EMA40 0034	Folding Table	Broken			Trash
1	EMA40 0190	Monitor	Broker			Trash
1	EMA40 0131	Tower Computer	Outdated			Recycle
1	LEPC2 00018	Paper Shredder	Broken			Trash

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

RESOLUTION (365-2025) PRISONER AGREEMENTS – VILLAGE OF NEWCOMERSTOWN

It was moved by Commissioner Pace, seconded by Commissioner Ress, to approve the prisoner agreement with the following entities for prisoner care at Ninety Dollars (\$90.00) per day as recommended by Sheriff Campbell:

- Village of Newcomerstown

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

RESOLUTION (366-2025) APPROVE PROMOTION – Custodial Worker II

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

WHEREAS, Kris Lowdermilk, County Administrator, has recommended the promotion of Tim Harmon to the position of Custodial Worker II; and

WHEREAS, Tim Harmon has been determined by the Board of Commissioners, to meet the minimum qualifications established for the classification of Custodial Worker II; and

WHEREAS, the Custodial Worker II is to be in the classified service pursuant to Ohio Revised Code.

THEREFORE, be it resolved that **Tim Harmon shall be promoted to the position of Custodial Worker II effective April 21, 2025 at the rate of \$16.24 per hour.**

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

DISCUSSION: APPROVE PROMOTION – Custodial Worker II - *Kris Lowdermilk, County Administrator, stated Mr. Harmon has been employed as a Custodial Worker I for two and a half years and has taken on additional duties and responsibilities.*

RESOLUTION (367-2025) REINSTATE JULY 30, 2025 MEETING

It was moved by Commissioner Ress, seconded by Commissioner Pace to **reinstate** the previously canceled meeting for **Wednesday, July 30, 2025.**

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

RESOLUTION (368-2025) CANCEL AUGUST 4 & 6, 2025 MEETINGS

It was moved by Commissioner Ress, seconded by Commissioner Pace to cancel the Commissioner's meetings on **August 4th & 6th, 2025** due to lack of agenda.

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

RESOLUTION (369-2025) ACCEPT DONATION – FRAMED UNITED STATES VOLUNTEER SERVICE CERTIFICATE – HONORABLE SERVICES FOR PRIVATE PHILIP MYERS

It was moved by Commissioner Pace, seconded by Commissioner Ress to accept the donation of a framed United States Volunteer Service Certificate of Honorable Services for Private Philip Myers.

WHEREAS, the Board of County Commissioners wish to accept the above mention framed certificate signed by Abraham Lincoln, and;

WHEREAS, the certificate has been graciously donated by Marlene Lint, a resident of Tuscarawas County, and;

NOW THEREFORE BE IT RESOLVED, the certificate will be displayed in the William E. Winters Board Room for public viewing.

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

**RESOLUTION (370-2025) MOU – THE STATEWIDE CONSORTIUM OF COUNTY LAW
LIBRARY RESOURCES BOARDS**

It was moved by Commissioner Ressler, seconded by Commissioner Pace, to approve the following memorandum of understanding as approved to form by Kristine Beard, Assistant Prosecuting Attorney:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATEWIDE CONSORTIUM OF COUNTY LAW LIBRARY
RESOURCES BOARDS AND BOARD OF
TUSCARAWAS COUNTY COMMISSIONERS ON BEHALF OF THE
TUSCARAWAS COUNTY LAW LIBRARY RESOURCES BOARD**

This Memorandum of Understanding ("MOU") is made by and between the Statewide Consortium of County Law Library Resources Boards (hereinafter the "Consortium") and the Board of Tuscarawas County Commissioners (hereinafter the "County") on behalf of the Tuscarawas County Law Library Resources Board (hereinafter the "LLRB").

SECTION 1: PURPOSE AND USE

- 1.1 The Consortium is a statewide consortium comprised of all county law library resources boards under R.C. 3375.481. The Consortium is governed by a five-member board authorized by R.C. 3375.481(E)(2) to provide grants to LLRBs.
- 1.2 The County is a political subdivision of the State of Ohio.
- 1.3 The LLRB is a County board.

SECTION 2: RESPONSIBILITIES OF THE CONSORTIUM

- 2.1 The Consortium will provide a total grant award in the amount of \$ **2,049.92** , on the terms and conditions specified in its Request for Proposals, to the County for use by the LLRB.
- 2.2 A true and accurate copy of the Request for Proposals is attached and incorporated.

SECTION 3: RESPONSIBILITIES OF THE COUNTY LAW LIBRARY RESOURCES BOARD

- 3.1 The LLRB will use the grant funds as described in its grant proposal.
- 3.2 A true and accurate copy of the LLRB's grant proposal in response to the Request for Proposals is attached and incorporated.

SECTION 4: RESPONSIBILITIES OF THE BOARD OF COUNTY COMMISSIONERS

- 4.1 The County will allocate the grant funds to the LLRB fund for use as described in the grant proposal. The County agrees that it will be liable to repay any funds spent in a manner inconsistent with this MOU or the stated purpose, as determined by the Consortium.
- 4.2 A true and accurate copy of the LLRB's awarded funds is attached and incorporated.

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SECTION 5: TERM, TERMINATION

- 5.1 The term of this MOU shall be effective upon execution and shall continue until December 31, 2025. The CLLRB may cancel this MOU by sending a written notice of termination to the Consortium and returning funds at any time during the grant term.
- 5.2 The Consortium reserves the right to terminate this MOU immediately upon verification that grant funds have been or will be used in a manner that is not consistent with the grant proposal or in a manner that otherwise violates the provisions of this agreement. In such an instance, the Consortium will notify the CLLRB and the County of the violation or anticipated violation in writing, and the County and the CLLRB will return all grant funds in full within ten days of such written notification.
- 5.3 All notices in connection with this MOU shall be sent to the following representatives:

Laura S. Novelo, Executive Director
Statewide Consortium of County Law
Library Resources Boards
905 Jackson St.
Toledo, Ohio 43604

Kaley Knapp, Law Librarian/Director
Tuscarawas County LLRB
125 East High Ave.
New Philadelphia, OH 44663

Section 6: MISCELLANEOUS

- 6.1 This MOU constitutes the entire agreement between the parties as to the subject matter described herein, and any changes or modifications to this MOU shall be made and agreed to in a written amendment signed by all parties.
- 6.2 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.
- 6.3 The County and the LLRB agree that, in the performance of this MOU, they will not unlawfully discriminate in their employment or contract practices, on the basis of race, religion, gender, national origin, age, handicap, or veteran status.
- 6.4 The County and the LLRB agree to comply with all applicable federal, state, and local laws in administration of the grant award funds. The County and LLRB, by signatures on this document, certify that they have reviewed and understand the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.
- 6.5 The LLRB agrees to provide the Consortium accurate receipts of all purchases by December 31, 2025, and to refund any unspent funds to the Consortium by February 28, 2026.
- 6.6 If any provision of this MOU shall be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

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- 6.7 The failure of any party to exercise or enforce in any respect any right or provision provided for in this MOU shall not be deemed a waiver of any such right or provision.
- 6.8 This MOU shall bind the parties thereto; and their respective assigns, successors, receivers, and legal representatives of any type whatsoever; and shall not be modified unless done so in writing signed by authorized representatives of all parties.
- 6.9 The headings in this MOU are for reference only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, interpretation, or effect of any of the provision of this MOU.
- 7.0 The County and the LLRB affirmatively represent and warrant to the Consortium that they are not subject to a finding for recovery under R.C. 9.24 or that they have taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualify under that section. The County and the LLRB agree that if this representation and warranty is deemed to be false, the MOU shall be void ab initio as between the parties to this MOU, and any funds paid by the Consortium shall be immediately repaid to the Consortium, or an action for recovery may be immediately commenced by the Consortium for recovery of said funds.
- 7.1 The County and the LLRB affirm that funds received under this MOU will not be used for any political campaign or governmental lobbying in a partisan manner. Funds must be used during the Term and manner as stated above.
- 7.2 The parties to this agreement affirm that the individuals shown as signatories below on this MOU have been duly authorized by their respective organizations.
- 7.3 This MOU shall be fully executed and effective on the last date it has been signed by a party hereto. Failure to execute and return the MOU to the Consortium within 60 days will result in rescission of the grant approval.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereunto have caused this MOU to be executed by their duly authorized representatives.

Statewide Consortium of County Law
Library Resources Boards

By: _____
Laura S. Novelo, Executive
Director

Date: _____

Tuscarawas County Law Library
Resources Board

By: Wiley Knepp
Law Librarian/Director

Date: April 7th, 2025

Board of Tuscarawas
County Commissioners

By: Kristine Beaulieu
President

Date: 4/14/25

Kristine H. Beaulieu 4-10-2025
Approved as to Form
Assistant County Prosecutor
Kristine Beaulieu

MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATEWIDE CONSORTIUM OF COUNTY LAW LIBRARY
RESOURCES BOARDS AND BOARD OF
TUSCARAWAS COUNTY COMMISSIONERS ON BEHALF OF THE
TUSCARAWAS COUNTY LAW LIBRARY RESOURCES BOARD

ADDENDUM		
AWARD LIST AND AMOUNT		
DATE	ITEMS	AMOUNT
4/7/2025	SHP Laptops (2) Microsoft Office 365 Digital Download (4) McAfee Antivirus (2)	\$2,049.92
TOTAL		\$ 2,049.92

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

RESOLUTION (371-2025) NOTIFICATION FOR DESIGNATION – PUBLIC DEPOSITORY

It was moved by Commissioner Pace, seconded by Commissioner Ress to notify eligible institutions who wish to be considered for designation as a public depository of county funds, per ORC Section 135.33 to submit an application by the end of the day on July 7th, 2025 as requested by Jeffery Mamarella, Tuscarawas County Treasurer.

The purpose of designating public depositories of active and inactive monies for the next succeeding four-year period commencing on August 19, 2025 through August 18, 2029:

The maximum sum of \$55,000,000 for active deposits
The maximum sum of \$75,000,000 for inactive deposits
Maximum total sum of \$130,000,000

Application are to be marked “Depositories” and are to be delivered to the Tuscarawas County Commissioner’s Office, 125 E High Avenue, New Philadelphia, OH 44663.

The Board of Commissioners of Tuscarawas County will designate the Public Depositories at their regular meeting on July 21, 2025 at 1:15 p.m.


THE COMMISSIONERS RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL APPLICATION OR TO WAIVE ANY IRREGULARITIES.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

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

RESOLUTION (372-2025) AGREEMENT – MARCS MOBILE VOICE DELIVERY SYSTEM
ADVANCED KEY - SHERIFF

It was moved by Commissioner Ress, seconded by Commissioner Pace, to approve the following agreement with MARCS for the Mobile Voice Delivery System Advanced System Key.



**Department of
Administrative Services**
Kathleen C. Madden, Director

**KEY RELEASE
AND
TERMS OF USE**

To: Tuscarawas County Sheriff's Office
2295 Reiser Ave SE
New Philadelphia, OH 44663

From: Kathleen C. Madden, Director; Ohio Department of Administrative Services

Date: April 8, 2025

Re: MARCS Mobile Voice Delivery System Advanced System Key

By its signature below **Tuscarawas County Sheriff's Office, 2295 Reiser Ave SE, New Philadelphia, OH 44663** ("Recipient"), represented by **Captain Ryan Lawrence** ("Point of Contact"), acknowledges receipt of the following Ohio Multi-Agency Radio Communication System (MARCS) Mobile Voice Delivery System (MVDS) Advanced System Keys (ASK):

Dongle(s);

☐ E F Johnson – ESK Daughter Key

☐ Programming key(s) _____

☐ Cloning Only key(s) _____

☐ Harris – Advanced Access Control (AAC) – Distribution Key

☐ Programming key(s) _____

☐ Cloning Only key(s) _____

☐ Kenwood – Advance System Key – Access Level

☐ Programming key(s) _____

☐ Cloning Only key(s) _____

☒ Motorola – Advanced System Key - Daughter Key

☒ Programming key(s) _____2

☐ Cloning Only key(s) _____

☐ RELM – Advanced System Key – Child Key

☐ Programming key(s) _____

☐ Cloning Only key(s) _____

☐ TAIT – Advanced System Key – Pass Key


☐ Programming key(s) _____

☐ Cloning Only key(s) _____

Specific information for each MVDS Programming Keys, including serial numbers and expiration dates, are contained in Exhibit A, attached upon completion of programming and signature receipt of the agency.

Office of Information Technology
4200 Surface Road
Columbus, Ohio 43228
The State of Ohio is an equal opportunity employer.

614-995-0060
das.ohio.gov



TERMS OF USE:

Recipient acknowledges the security of the MARCS MVDS ASK is critical to the integrity, functionality and security of the Ohio MARCS. As long as it possesses a MARCS MVDS ASK, Recipient agrees to the following requirements and responsibilities:

1.) Recipient agrees to keep confidential all MARCS MVDS ASK in its possession at all times. Recipient shall secure all MARCS MVDS ASKs by securing them in a locked drawer or office when not being used for programming. MARCS reserves the right to audit Recipient's security and the MARCS MVDS ASK storage status at any time.

2.) Point of Contact shall maintain the confidentiality of all MARCS MVDS ASKs in Recipient's possession and shall be responsible for the overall security of such MARCS MVDS ASKs. Personnel of Recipient may utilize a MARCS MVDS ASK only under direction of Point of Contact. If Recipient assigns a Full Use or daughter key to a person other than the Point of Contact, the person must sign a copy of this document prior to possession and/or use of the key acknowledging they have read the terms of use. The signed document must be delivered to the MARCS Program Office immediately. Any additional users shall not utilize the MARCS MVDS ASKs until authorized by MARCS.


3.) Recipient shall notify MARCS immediately of any change in personnel. Any unauthorized sharing or copying of the MARCS MVDS ASKs and/or related documentation, publicizing of the MARCS MVDS ASKs, or any other use of the MARCS MVDS ASKs not specifically enumerated herein is expressly prohibited.

4.) Any violation of these terms of use may result in in MARCS program administrative action, up to and including termination of the right to possess MARCS MVDS ASKs. MARCS may seek to prosecute violators pursuant to Section 2913.04 of the Ohio Revised Code and/or other appropriate charges found in the Ohio law.

5.) Where authorized by MARCS, Recipient may perform template creation, cloning of radios, updating and creation of new radio programming, and stand up of new radios on an unlimited basis by programming staff for use on all radios domiciled with the Recipient or managed by the Recipient's communications staff, utilizing the MARCSIP Statewide Voice Communication System.

No other use of any MARCS MVDS ASK is permitted.

2 MARCS Mobile Voice Delivery System Advanced System Key Agreement



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

RESOLUTION (373-2025) NOTICE OF AWARD – TUS-VAR-GR PHASE 8 - ENGINEER

It was moved by Commissioner Pace, seconded by Commissioner Ress to Award the bid for the TUS-VAR GR Phase #8, Project 2-2025, to PDK Construction, Inc for the bid of \$546,852.50 per recommendation of Douglas Bachman, County Engineer.

TUSCARAWAS COUNTY
PROJECT #2-2025
PID # 115227

Notice of Award

TO: PDK Construction Inc.

ADDRESS: 34070 Crew Rd Pomeroy, OH 45769-9715

PROJECT DESCRIPTION: # 2-2025 TUS-VAR GR Phase 8

PART(S) AWARDED: Entire Contract as negotiated.

The County has considered the bid submitted by you on March 18, 2025 for the above-mentioned work in response to its advertisement for bids.

You are hereby notified that your bid, in the amount of \$546,852.50 has been accepted pending funding agency and participating entities approval.

You are required, by the information and instruction to bidders, to execute the Contract and furnish the required certificate of insurance and a copy of your current Worker's Compensation Certificate within 10 calendar days from the date of this notice.

If you fail to comply with the above requirements, the County will be entitled to consider all of your rights arising out of the County's acceptance of your bid as abandoned. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the County.

Dated this 9th day of April, 2025.

By: Douglas N. Bachman
Douglas N. Bachman, Tuscarawas County Engineer

Acceptance of Notice:
Receipt of the above Notice of Award is hereby acknowledged by:

Darin J. Roush this, the 9th day of April, 2025.

Signature & Title: Darin J. Roush PRESIDENT

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TUSCARAWAS COUNTY PROJECT #2-2025

CONTRACT

For TUS-VAR-GR Phase 8 – PID 115227

THIS CONTRACT, made and entered into at Tuscarawas County, OHIO, this 14th day of April, 2025, by and between the Board of Tuscarawas County Commissioners, hereinafter called the COUNTY, and a corporation, partnership, individual or company known as PDK Construction, Inc., with an office located at 34070 Crew Rd, Pomeroy, OH hereinafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR has agreed and by these presents does agree that the COUNTY, for the consideration hereinbefore mentioned and contained in the proposal, and under penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and equipment, and shall execute, construct, finish and test in an expeditious, substantial and workman-like manner, said improvements shown on the contract drawings described in the included specifications or required by the COUNTY, with all equipment and appurtenances, commencing work within ten (10) days from the date of notice from the COUNTY to commence work and executing the same within the time and manner specified and in conformity with the requirements set forth in the specifications herein contained and hereunto attached in accordance with the contract drawings of said work on file in the office of the County Engineer and all to the acceptance of said COUNTY.

THE CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times and in such order as the County Engineer or his duly authorized agent may direct. Further, he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the Tuscarawas County Engineer.

IF THE CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this contract according to the true intent and meaning thereof, then the COUNTY may avail itself of any or all remedies provided in that behalf in the contract, and shall have the right and power to proceed in accordance with the provisions thereof. It is hereby agreed by the parties to this Contract that the provisions contained in the "Advertisement for Bids", in "Information and Instruction to Bidders" in the "Proposal and Bid Form", in the "Insurance Specification", in the "Performance Bond", as well as the plans and specifications for the improvement, shall constitute integral parts of the agreement and collectively that they shall comprise and be known as the Contract.

IT IS HEREBY mutually agreed that the COUNTY is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing, and in all respects completing the herein described work and appurtenances in the manner and

under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed.

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DURING THE performance of this contract, the CONTRACTOR agrees as follows:

- (E) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR will comply with Section 107.20 of the 2016 ODOT CMS.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The CONTRACTOR and the COUNTY mutually agree that the relationship formed by this agreement is intended to be that of the customer and independent CONTRACTOR and is not an employment relationship. The CONTRACTOR hereby represents that it is not an entity over which the National Labor Relations Board has ever declined jurisdiction. The CONTRACTOR further agrees and covenants that, should a safety issue or complaint arise from, or involving, an employee, agent or representative of the CONTRACTOR; the CONTRACTOR will indemnify and hold the COUNTY, its employees, directors, officers and commissioners harmless and will assume all legal and financial responsibility for said issue or complaint including, but not limited to, all fines, fees, costs, corrective action, provision of equipment, training and administration. The CONTRACTOR further agrees and covenants that, should a safety related issue suit or complaint be filed against the COUNTY, its employees, directors, officers and commissioners by an employee, agent or representative of the CONTRACTOR, the CONTRACTOR will pay all associated expenses of the COUNTY, its employees, directors, officers and commissioners, as the COUNTY deems necessary, in order to defend, correct or resolve said issue or complaint. CONTRACTOR agrees to reimburse COUNTY for such expenses, attorney's fees or costs within thirty (30) day after receiving written notice from the COUNTY of the incurring of such expenses, costs or obligations.

SUBJECT TO the applicable provisions of law, this Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is

delivered to the CONTRACTOR.

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IN WITNESS WHEREOF, the parties hereunto affixed their signatures, the day and year first above mentioned.

CONTRACTOR

Witness: *Teresa M. McManis*
Teresa M. McManis - Contract Administrator
Date: 4-9-2025

By: *Dan J. Roush*
Dan J. Roush
Title: President

(If the CONTRACTOR is a corporation, the corporate seal must be affixed hereon)

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS

Attest: *Rhonda Spalden*
Date: 4/14/25

By: Kristin Zemis
(Chairman)
Kristin Zemis
4/14/25

Approved as to form and legal sufficiency
Kristin M. Beard
Tuscarawas County Prosecuting Attorney

Date: 4-11-2025

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

RESOLUTION (374-2025) PAY BILLS

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

Meeting Date - April 14, 2025

911			
APCO International Inc	Training	\$107.91	
MNJ Technologies	License Renewal	\$6,574.00	
			\$6,681.91
American Rescue Plan Act			
John Patrick Picard Architect Inc	Red Barn/Services/Inv #2	\$3,551.67	
	Tusc Co Health		
John Patrick Picard Architect Inc	Bldg/Services	\$21,569.20	
			\$25,120.87
Child Support			
Tusc Co Clerk of Courts	2025 IV-D Contract	\$286.37	
Tusc Co Clerk of Courts	2025 IV-D Contract	\$303.88	
			\$590.25
Commissioners			
Amazon Capital Services	Supplies	\$23.98	
Blasenbauer Plumbing/Heating	Repair	\$80.00	
ComDoc Inc	Copier Contract	\$64.58	
Go Shred	Services	\$165.00	
Lowes Business Acct/SYNCB	Supplies	\$669.52	
Tuscarawas County Treasurer/Eng	March Gasoline	\$20.15	
			\$1,023.23
Common Pleas			
Blooms	Supplies	\$200.00	
Delta Hotels Marriott	Travel Expense	\$427.65	
Ohio Alcohol Monitoring Systems LLC	SCRAM Monitoring	\$341.00	
VEIT	Copier Contract	\$230.87	
			\$1,199.52
Community & Economic Development			
Full Service Network	EMA VoIP Set Up/Maint Fee	\$449.99	
Gannett Ohio LocaliQ	Legal Ad/Jail Addition	\$204.48	
	Engineer's Renovation -		
Hasenstab Architects	Expansion App #1	\$1,382.00	
			\$2,036.47
Coroner			
City of Uhrichsville	Services	\$150.00	
Steubenville Radiology Associates Inc	Services	\$49.80	
Verizon	April Service	\$62.44	
			\$262.24
Engineer			
821 Consultants	Training	\$250.00	
Advance Auto Parts	Parts	\$38.54	
Cargill Inc	Material	\$30,915.40	
Corey Foster	Services	\$250.00	
Galicks	Supplies	\$940.00	
Kimble Clay & Limestone	Material	\$730.75	
Lambert Buick GMC Inc	2025 GMC Sierra 1500	\$44,467.00	
Lambert Buick GMC Inc	2025 GMC Sierra 1500	\$44,467.00	
Liniform	Supplies	\$168.10	
National Lime & Stone	Materials	\$1,077.66	
Rex Pipe & Supply	Supplies	\$30.46	

Snyder Brothers Sales & Service	Parts	\$163.03	
Soehnlén Sand & Gravel Inc	Materials	\$1,398.60	
Twin City Automotive	Parts	\$107.45	
Yoder Small Engines	Repairs/Parts	\$173.31	
			\$125,177.30

JFS - H00

Advocates for Success	Mar 2025 Inv/Cleaning Serv	\$500.00	
Amazon Capital Services	Supplies	\$29.46	
Ashley & Robert Bunton Jr	FP Trans	\$378.00	
Betty Jo Wilson	FP Trans	\$67.20	
Charter Communications	Internet	\$109.99	
Cynthia Collins	FP Trans	\$268.80	
Krugliak Wilkins Griffiths Dougherty	Union Negotiations	\$589.00	
Menards	Supplies	\$46.94	
Ohio Turnpike	Tolls	\$73.50	
Propio LS LLC	Interpreters	\$612.01	
Treasurer State of Ohio	Fingerprints	\$392.00	
US Postal Service	Postage for Machine	\$2,500.00	
Verizon Wireless	Cell Phone/Ohio Start	\$36.67	
Verizon Wireless	Cell Phones	\$999.37	
			\$6,602.94

JFS - S00

Alexandra Bodenheimer	Ind Lvg	\$150.00	
Arizbeth Dendariarena Perez	Ind Lvg	\$135.00	
Ashley & Robert Bunton Jr	FP Reimb	\$559.56	
Ashley & Robert Bunton Jr	Ind Lvg/FP Reimb	\$187.82	
Ashley & Robert Bunton Jr	FP Trans	\$1,160.60	
Aubrey Helms	Individual Living	\$135.00	
Betty Jo Wilson	FP Reimb/Trans	\$19.57	
Betty Jo Wilson	FP Reimb	\$61.77	
Betty Jo Wilson	FP Reimb/Trans	\$247.13	
Carol Haglock	Ind Lvg/FP Reimb	\$209.00	
Cynthia Collins	Foster Parent Travel	\$19.40	
Cynthia Collins	FP Reimb/Trans	\$89.80	
David & Cierra McMillen	FP Daycare	\$874.72	
David & Marybeth Miller	FP Reimb	\$62.79	
Dianeliz Dendariarena Perez	Individual Living	\$235.00	
Erik & Tina Kochte	Donation Fund-Sports Fee	\$100.00	
Flourish - By Newsymom	Daycare IV-E	\$2,025.92	
Kayla Kirkpatrick	Ind Lvg/Prom Dress		
Melymbrosia Associates Inc	/Graduation & Incentive	\$315.99	
Mika Hughes	FACES	\$490.00	
Propio LS LLC	Individual Living	\$80.00	
Richelle Lefler	Interpreters	\$161.65	
Shannon Nesmith	CS Payment	\$444.99	
Sierra Chapman	CS Payment	\$135.63	
Sonny & Jessica Garretson	CS Payment	\$1,023.10	
Treasurer State of Ohio	FP Trng	\$22.50	
Treasurer State of Ohio	Fingerprints	\$184.00	
Tusc Co Health Dept	Fingerprints	\$230.00	
Tuscarawas County Board of DD	B Cert	\$25.00	
	BD Home 12/6/24-3/6/25	\$16,943.90	
			\$26,329.84
Park			
Kimble Recycling & Disposal Inc	Service	\$21.90	
Menards - NP	Supplies	\$26.71	
			\$48.61

Prosecutor

Anna Helter	Travel Reimbursement	\$70.00	
Blooms Printing & Design	Supplies	\$400.00	
Interpreters XP LLC	Services	\$185.00	
Matrix Pointe Software LLC	Monthly Subscription Fee	\$300.00	
			\$955.00

Sheriff

Amazon	Supplies	\$73.42	
Arney Automotive LLC	Repairs	\$3,004.34	
Elite Tire Dover Inc	Repairs	\$3,976.48	
Mastercard	Supplies	\$371.33	
Mastercard	Supplies	\$355.27	
Silco	Maintenance	\$1,081.00	
Terminix Commercial	Service	\$130.00	
			\$8,991.84

Southern District

Charter Communications	Service	\$598.38	
Mid-American Court Services	Service	\$507.00	
Quill	Supplies	\$957.77	
Quill	Supplies	\$239.94	
			\$2,303.09

Treasurer

Diebold Nixdorf Inc	New Drive Up Window	\$25,850.00	
Diebold Nixdorf Inc	New Drive Up Window	\$9,575.00	
Hilton Hotels	Travel Expense	\$334.00	
Hilton Hotels	Travel Expense	\$334.00	
			\$36,093.00

Veterans

Charter Communications	Service	\$248.89	
ComDoc	Copier Contract	\$52.96	
Eagle Auto Truck Plaza	Fuel	\$418.00	
Master Card	Annual Dues	\$50.00	
Master Card	Supplies	\$293.64	
Parkway Auto Group	Repair	\$93.99	
	Pymnt/Equip Protection		
Xerox Financial Services	Plan	\$188.75	
			\$1,346.23

Water & Sewer

AEP	Electric Utility	\$4,989.24	
AEP	Electric Utility	\$36.04	
Cintas LOC 316	Services	\$1,136.70	
Hawkins Water Treatment Group	Supplies	\$635.50	
John Deere Financial	Materials	\$16.99	
John Deere Financial	Materials	\$175.82	
			\$6,990.29

**GRAND
TOTAL \$251,752.63**

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

DISCUSSION: ADVISEMENT – ADVANCED MANUFACTURING CORRIDOR – *The members of the Advanced Manufacturing Corridor Group were present: Scott Robinson, Tusc. County Chamber of Commerce, Bob Alsept, BCC, Nick Homrighausen, Harrison County CIC, Frank Polen, BCC, William Beisel, Kent State Tusc., Paul Sykshoorn, Kent State Tusc., and JoAnn Breedlove, Stark Tusc. Workforce Development Board, and asked the Board to continue their contribution to the*

Advanced Manufacturing Corridor to support their program for the kids and to continue to enhance the schools with state-of-the-art equipment.

RESOLUTION (375-2025) ADVISEMENT – ADVANCED MANUFACTURING CORRIDOR

It was moved by Commissioner Pace, seconded by Commissioner Ress to take the request for a \$25,000 contribution to the Advanced Manufacturing Corridor Program under advisement.

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

DISCUSSION: RFP RESULTS & ELECTRIC FACILITIES REVIEW – Bob Snavelly, Palmer Energy, gave update on Village of Parral and update on the aggregate companies.

RESOLUTION (376-2025) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Pace to adjourn at 1:50 p.m. to meet in Regular Session Wednesday, the 16th day of April, 2025.

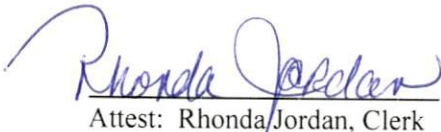
VOTE: Kristin Zemis, yes;
Greg Ress, yes;
Mitch Pace, yes;

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


Mitch Pace


Attest: Rhonda Jordan, Clerk