

RESOLUTION NO. 1889

A RESOLUTION DECLARING THE NECESSITY TO LEVY A TAX IN EXCESS OF
THE TEN-MILL LIMITATION

ORC 5705.19, ORC 5705.191, ORC 5705.25, ORC 5705.26

THE COUNCIL FOR THE CITY OF UHRICHSVILLE OF
TUSCARAWAS COUNTY, OHIO, MET IN REGULAR SESSION
ON THE 29TH DAY OF DECEMBER 2020 AT THE OFFICE OF
UHRICHSVILLE CITY COUNCIL
WITH THE FOLLOWING MEMBERS PRESENT

Ronald Miller
Jim Zucal
Robert Baker
Michael Huff

Amy Myers
Eric Harmon
Matt Fox

Mr. Huff MOVED THE ADOPTION OF THE FOLLOWING RESOLUTION

BE IT RESOLVED BY THE Council of the City of Uhrichsville of Tuscarawas County, Ohio
that

Section 1. The Board determines and declares that the amount of taxes which may be raised within the ten mill limitation will be insufficient and that it is therefore necessary to levy a tax in excess of the ten mill limitation for the benefit of **the City of Uhrichsville**, Tuscarawas County, Ohio, for the purpose of **current expenses** at a rate not exceeding **2.8** mills for each one dollar of valuation, which amounts to **\$0.28** for each one hundred dollars of valuation for **5 years** and which levy is

**A RENEWAL OF AN EXISTING LEVY OF 2.8 MILLS
PURSUANT TO OHIO REVISED CODE SECTION 5705.19(A)**

Section 2. The question of approving the levy shall be submitted to the electors of **THE CITY OF UHRICHSVILLE** at the election to be held on the **4th day of May, 2021** and that said levy be placed on the tax list of the current tax year, commencing in **2021**, first due in the calendar year **2022**, in compliance with the provisions of ORC 5705.34, if a majority of the electors voting thereon vote in favor thereof.

Section 3. The City Auditor is directed to certify immediately a copy of this resolution to the County Auditor of Tuscarawas County requesting that the County Auditor certify to this Board the total current valuation of the **CITY OF UHRICHSVILLE** and the dollar amount of revenue that would be generated annually by the **2.8** mill levy.

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TUSC CO BD ELECTION

Section 4. It is found and determined that all formal actions of the Board concerning and relating to the adoption of the resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with law.

Mrs. Myers seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Amy Myers yes
Amy Myers

Eric Harmon yes
Eric Harmon

Matt Fox yes
Matt Fox

Robert Baker yes
Robert Baker

Michael Huff yes
Michael Huff

Ronald Miller yes
Ronald Miller

Jim Zucal yes
Jim Zucal

RECEIVED

JAN 08 2020

TUSCARAWAS CO.
AUDITOR OFFICE

Adopted this 29th day of December, 2020.

Julie Pearch
Auditor

The State of Ohio:

I, **Julie Pearch, Auditor of the City of Uhrichsville, Ohio**, do hereby certify that the foregoing is taken and copied from the Record Proceedings of said **Uhrichsville Council**, and that the same has been compared by me with the Resolution of said Record, and that it is a true and correct copy thereof.

WITNESS my signature this 29th day of December, 2020.

Julie Pearch
Auditor

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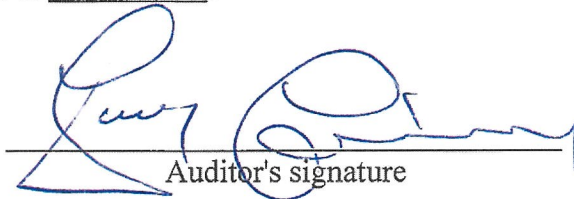
TUSC CO BO ELECTION

Certificate of Estimated Property Tax Revenue

(Use this form when a taxing authority certifies a millage rate
and requests the revenue produced by that rate.)

The county auditor of Tuscarawas County, Ohio, does hereby certify the following:

1. On January 8, 2021, the taxing authority of the City of Uhrichsville (political subdivision name) certified a copy of its resolution or ordinance adopted December 29, 2020, requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by two and eight-tenths (2.8) mills, to levy a tax outside the 10-mill limitation for current expense purposes pursuant to Revised Code §5705.19(A), to be placed on the ballot at the May 4, 2021, election. The levy type is renewal.
2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$133,503.
3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$64,463,020.


Auditor's signature

1/8/2021
Date

Instructions

1. "Total tax valuation" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of personal and public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
2. For purposes of this certification, "subdivision" includes any agency, board, commission or other authority authorized to request a taxing authority to submit a tax levy on its behalf.
3. "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase and (7) replacement with a decrease levies.
4. Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.

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TUSC CO BD ELECTION

RESOLUTION 1890

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN THE TUSCARAWAS COUNTY COURT, UHRICHSVILLE, OHIO
PUBLIC DEFENDER**

This Agreement is entered into by and between the Tuscarawas County Public Defender Commission, with a mailing address of 153 N. Broadway, New Philadelphia, Ohio, 44663, (hereinafter referred to as the "COUNTY"), and the **CITY OF UHRICHSVILLE**, with a mailing address of c/o Julie Pearch, Clerk, P.O. Box 288, Uhrichsville, Ohio 44683, (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the Tuscarawas County Defender Commission has been formed and has appointed a Public Defender in the County of Tuscarawas.

WHEREAS, the Tuscarawas County Public Defender Commission pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent adults charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services.

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the State Maximum Fee Schedule for Appointed Counsel, in conflict situations, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35.

WHEREAS, this Agreement has been authorized by the CITY Res. # 1890 passed by the **Uhrichsville City Council** on 12/29/20.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The COUNTY contracts with the CITY to provide legal representation in **Tuscarawas County Court** on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty, except in those matters where the Public Defender, its attorneys or designees have a conflict of interest.
- 1.2 The Public Defender's Office shall assign a licensed practicing attorney, qualified to represent indigent persons in the **Tuscarawas County Court** of Uhrichsville, Ohio, and to provide qualified professional representation for that assigned indigent person during the term of this agreement. The Public Defender's Office shall select in its sole discretion the attorney to represent said indigent persons in these Courts and said attorney selection may change from time to time. The attorney selected by the Public Defender's Commission to represent indigent person shall be responsible for the representation of said indigent person in the **Tuscarawas County Court** of Uhrichsville, Ohio, and the Public Defender's Office may at its option provide additional attorneys or replacement counsel if conflicts in scheduling arise with the attorney assigned to the Court. The Courts shall not direct that other counsel be appointed or assigned without the consent of the Director of the Public Defender Commission.
- 1.3 The County Public Defender shall not be required to prosecute any appeal, post-conviction remedy, or any proceedings, unless he is first satisfied that there is arguable merit to the proceeding.
- 1.4 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.
- 1.5 A major purpose of this agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the County Public Defender or appointed counsel in conflict situations, provide legal representation in the **Tuscarawas County Court** for indigent adults charged with any violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.

2. COMPENSATION

2.1 CITY agrees to pay the COUNTY as follows:

The sum of **Thirteen Thousand Dollars (\$13,000.00)** which shall constitute full and complete payment for all the Public Defender services during the term of this agreement. This amount does not exceed the fee schedule adopted under O.R.C. 120.33.

2.2 The sum shall be paid in annual payments of **Thirteen Thousand Dollars (\$13,000.00)** by and before **March 1, 2021**.

2.3 Counsel appointed for representation in the **Tuscarawas County Court** in conflict situations shall be paid according to the schedule promulgated by the County under O.R.C. 120.33 by Tuscarawas County. At no time, shall CITY be charged for assigned counsel fees in cases in which a conflict situation would prevent the Public Defender's Office from providing representation.

3. DURATION OF CONTRACT AND TERMINATION

3.1 The term of this agreement shall be **January 1, 2021 to December 31, 2021**.

3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.

3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested or is hand delivered.

3.4 This agreement is automatically canceled, without requirement of notice, if any payment required by Section 2.1 of this agreement is not made within forty-five (45) business days of the date on which it is due.

4. TERMS OF AGREEMENT

4.1 Indigency and client eligibility for representation under this agreement shall be determined under the terms of Ohio Revised Code §120.05 and the Ohio Administrative Code.

4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender within sixty (60) days of the end of the calendar month in which a case is

finally disposed of by the Court, the **Tuscarawas County** Clerk shall promptly notify the COUNTY of the Municipal ordinance cases completed and pending in any month.

- 4.3 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.
- 4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. PARTICIPATION IN RECOUPMENT PROGRAM and APPLICATION FEE ASSESSMENT

The Parties agree to participate in a recoupment program for partially indigent defendants' counsel fees as provided in Ohio Administrative Code 120-1-05 and 120-1-03(J), and also the application fee program set out in ORC 120.36.

6. MODIFICATION

- 6.1 This contract may not be amended orally.
- 6.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Robert Cottrell 12-29-20
City Date

Danielle Lurie, Chairman Date
Tuscarawas County
Public Defender Commission

Trisha Addison 12/29/20
City Date

Mary 12/29/20
City Date

Gerald A. Latanich, Director Date
Tuscarawas County Public Defender

Approved by:

Timothy Young Date
Ohio Public Defender