

October 24, 2022

Agenda

*Lord's Prayer
Pledge of Allegiance*

9:15 a.m. Alex Douglas, Eagle Scout – Recognition

9:30 a.m. Lee Finley – Flood Plain Permit – Mineral City Pump Station Repair Work

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (4)

Declare Obsolete – Office Equipment – Veterans Service Office

Re-Appoint – Tuscarawas County University Branch District Board of Trustees – Kendall

Approve ARPA Grant Agreement – Tuscarawas County Public Library - \$10,000

Approve ARPA Grant Agreement – Tuscarawas County Public Library - \$41,000

Pay Bills

Other Business

Adjourn

RESOLUTION (902-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes from the October 19, 2022 meeting as written.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (903-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Mayle Homes, et.al	JFS	\$138,635.22

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (904-2022) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer Dept	E-1310-P000-P34	E-1310-P000-P38	\$6,000.00	Water purchased for resale – Village of Tuscarawas
Water & Sewer Dept	E-1300-P300-P16	E-1300-P000-P07	\$4,000.00	Cover upcoming services – lab, customer billing, uniform rental, etc
Water & Sewer Dept	E-1300-P300-P16	E-1300-P000-P08	\$3,895.05	Feasibility study for the Village of Baltic (Dynotech, Inc)
Water & Sewer Dept	E-1300-P300-P16	E-1300-P100-P01	\$17,000.00	Cover upcoming utility bills – AEP, gas, phone, etc.
Water & Sewer Dept	E-1310-P000-P34	E-1310-P000-P36	\$6,000.00	Cover upcoming utility bills – phone, gas, electric, etc.
Sheriff's Office	E-1607-	E-1607-	\$225.37	

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: *Commissioner Abbuhl advised the audience that everything we own has a number assigned to it, every piece of equipment, furniture or anything the county owns. When it is no longer usable and has to be discarded, it must be discarded in a proper way so tax payers know where their money is going and why the piece of equipment is being thrown away.*

RESOLUTION (905-2022) OBSOLETE PROPERTY – OFFICE EQUIPMENT – VETERANS SERVICE OFFICE

It was moved by Commissioner Landis, seconded by Commissioner Metzger, 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.

V293 Heavy Duty Stapler Broken Trash

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (906-2022) RE-APPOINT – DISTRICT BOARD OF TRUSTEES – TUSCARAWAS COUNTY UNIVERSITY BRANCH DISTRICT BOARD OF TRUSTEES - KENDALL

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the re-appointment of Kiley Kendall to the District Board of Trustees for the Tuscarawas County University Branch District Board of Trustees. The term will expire in January, 2027, as per the requirement of ORC 5126.024.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (907-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY PUBLIC LIBRARY

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Public Library in the amount of \$10,000.00:

TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT
THIS TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT ("Agreement") is made and entered into between, TUSCARAWAS COUNTY, OHIO, a local government entity in and of the State of Ohio ("County"), and the TUSCARAWAS COUNTY PUBLIC LIBRARY ("Recipient").

WITNESSETH THAT:

WHEREAS, The County is the recipient of Seventeen Million Eight Hundred Sixty-Seven Thousand Three Hundred Ninety-Six Dollars and Zero Cents (\$17,867,396.00) in funding pursuant to the American Rescue Plan Act of 2021 ("ARPA"); and,

WHEREAS, In conjunction with the American Rescue Plan Act, the County desires to award grant funding to local non-profit organizations to assist with remediating the implications of COVID-19 on Tuscarawas County and its residents; and,

WHEREAS, Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant ("County Grant") in the amount of Ten Thousand and Zero Cents (\$10,000); and,

WHEREAS, The County believes it is in its best interest to award Recipient a County Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, County and Recipient agree as follows:

ARTICLE 1. RECIPIENT.

Tuscarawas County Public Library.

ARTICLE 2. PROJECT CONSULTANT.

The County shall assign a project consultant (the "Project Consultant") to Recipient. The Project Consultant shall act as Recipient's contact at the County and Recipient shall contact the Project Consultant with any questions regarding the County Grant, Eligible Expenditures, Ineligible Expenditures, reports, financial information, document retention, and any and all concerns, questions, or comments regarding this Agreement. The Project Consultant will coordinate with the County's internal team to resolve Recipient's questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.

The County will provide Recipient a County Grant in an amount not to exceed ten thousand dollars (\$10,000) ("Grant Amount"). The Grant Amount shall be distributed to on a monthly reimbursement basis. Recipient shall submit all receipts, invoices, and purchase orders to the Project Consultant, and the County shall reimburse Recipient for expenditures in a reasonable timeframe.

Recipient hereby acknowledges and agrees that it shall use the County Grant solely for Eligible Expenditures, as defined below. Any expenses incurred by Recipient in an amount which

exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the County.

ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to Recipient's application for the County Grant, Recipient has identified its specific uses for the County Grant, as more particularly described on the attached and incorporated Exhibit A (the "Project Activities"). The County has pre-approved the Project Activities, and Recipient shall only be permitted to use the County Grant towards the Project Activities. Utilizing the County Grant for any activity, purchase, or service other than those specifically listed on Exhibit A shall be deemed a violation of this Agreement, and the County shall be permitted to terminate this Agreement in accordance with Article 10.

If Recipient needs to procure materials or services, Recipient shall solicit or purchase such materials or services in accordance with the County's procurement requirements, as more particularly outlined on the attached and incorporated Exhibit B. If Recipient has any questions regarding the procurement requirements, Recipient shall ask the Project Consultant prior to making any purchases.

Additionally, Recipient acknowledges and agrees that the Project Activities are subject to the items identified as "Eligible Expenditures" in Exhibit C, attached hereto and incorporated herein, and the items identified as "Ineligible Expenditures" in Exhibit C. The Ineligible Expenditures are expenses in which Recipient is not permitted to use the County Grant on, and if Recipient expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 10. In the event there is a question about whether an expense is an Eligible Expenditure, Recipient shall affirmatively reach out to the County and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

ARTICLE 5. MONTHLY REPORTING.

Recipient understands and agrees that it is responsible for retaining and compiling any and all supporting documentation related to the use of the County Grants funds. Recipient shall submit monthly expenditure and progress reports, including but not limited to, receipts, invoices, and purchase orders, to the County and their Project Consultant by the fifteenth (15th) day of the month following the month being reported upon (the "Monthly Reports"). For example, Reports for the month of July would be due no later than August 15th. The Monthly Reports shall be submitted to the County and the Project Consultant on the form attached and incorporated as Exhibit D. If Recipient fails to maintain, create, or submit the Monthly Reports, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 10.

In addition to the Monthly Reports, the County retains the right to request any and all documentation related to the use of the County Grant at any time, including, but not limited to, invoices, financial statements, receipts, and any other documents that the County deem relevant and related to the use of the County Grant. If requested, Recipient or the Recipient's designee shall provide such documentation within seven (7) days. If Recipient or Recipient's designee fails to provide such documentation, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 10.

ARTICLE 6. TIMELINE.

Recipient hereby acknowledges and agrees that all County Grant must be used to cover costs incurred by the recipient between March 3, 2021, and December 31, 2024, and funds shall be expended, in their entirety, by December 31, 2026.

ARTICLE 7. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

- 1) Recipient is duly organized, and validly existing under the laws of the State of Ohio;
- 2) Recipient is properly registered with Tuscarawas County as a vendor;
- 3) Recipient is properly registered at SAM.gov and has an active UEI number;
- 4) Recipient is not disbarred from receiving federal funding;
- 5) Recipient is required to provide their W-9

In the event Recipient's representations under this Article 7 are discovered to be untrue, Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 8. CONFLICT OF INTEREST.

Recipient acknowledges, understands, and agrees that Recipient must avoid a conflict, or perceived conflict of interest, in all dealings related to its expenditure of the County Grant under this Agreement. No Employee, officer, agent, family member, or partners of Recipient may have a financial interest in or other tangible personal benefit from prospective vendors. Additionally, officers, employees, and agents of Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from prospective vendors.

Recipient shall report any and all conflicts, or perceived, conflicts to the Project Consultant prior to engaging with the vendor and any relationship must be documented and disclosed in a written statement to Project Consultant. The County will review and determine whether Recipient's relationship poses a conflict of interest. Recipient's violation of this Article 8 shall result in the immediate termination of this Agreement and Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 9. SPECIFIC CONDITIONS.

- A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds, and all applicable federal regulations, including 2 C.F.R. 200 and prevailing wage requirements. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless County and its elected officials, officers, agents, and employees therefrom.

- B. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow County to inspect applicable, confidential records.
- C. Recipient agrees to supply additional information upon reasonable request by the County and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 10. TERM AND TERMINATION.

This Agreement shall terminate December 31, 2026 unless extended to a later date by amendment and may be immediately terminated by the County in the event of or under any of the following circumstances:

1. A receiver for Recipient's assets is appointed by a court of competent jurisdiction.
2. Recipient is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient to remedy such failure within thirty (30) days from the date of written notice from County.
4. Recipient's violation of any applicable federal, state, local law, or regulation applicable to the County Grant or ARPA.
5. If, prior to the receipt of any funding from County hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.
6. If Recipient defaults on its obligations under Articles 1-9 hereof.

In the event of early termination and if County provided any funds to Recipient hereunder, Recipient shall repay to County within thirty (30) business days from the effective date of such termination, all County Grant funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by County. If no funds were provided prior to termination, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 11. INDEMNIFICATION.

Recipient shall defend, indemnify, and hold harmless County and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient's failure to comply with federal, state, and local laws, including (as applicable). The obligations under this Article 11 shall survive the termination or expiration of this Agreement.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of Tuscarawas County constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling County to terminate this Agreement at its option.

ARTICLE 13. POLITICAL CONTRIBUTIONS.

Recipient affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 14. RECORDS AND RETENTION.

Recipient shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the County Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as County may reasonably request, Recipient shall make available to County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient shall permit County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to County, shall be retained by Recipient and made available for review by County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Recipient concludes its project, but in no event shall records be destroyed prior to January 1, 2032. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the five-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 15. TAX REPRESENTATION.

Recipient certifies that, as of the date of execution, it does not owe any delinquent taxes to Tuscarawas County and/or does not owe delinquent taxes for which Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 16. GENERAL PROVISIONS.

- A. **Conflict of Interest.** Recipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Recipient further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Tuscarawas County, Ohio.
- D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the Tuscarawas County, Ohio.
- E. **Waiver.** A waiver by Tuscarawas County of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect County's rights with respect to any other or further breach.
- F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities to be completed by the local nonprofit.
- G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by

IN WITNESS WHEREOF, County and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

TUSCARAWAS COUNTY PUBLIC LIBRARY

By: Michelle M Morrow Ramsell

Print Name: Michelle Morrow Ramsell

Its: Tuscarawas County Public Library

TUSCARAWAS COUNTY, OHIO

Neghan Needham
County Consultant

Date 10/19/2022

APPROVED AS TO FORM AND CORRECTNESS:

[Signature] 10/20/22
Prosecutors Office

APPROVED BY THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY, OHIO:

October 24, 2022

Journal 85 Pg. 733

[Signature]
Commissioner of Tuscarawas County

Date 10/24/2022

Randy Metzger
Commissioner of Tuscarawas County

Date 10/24/2022

Al Fardis
Commissioner of Tuscarawas County

Date 10/24/2022

certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For County: Tuscarawas County Commissioners' Office
Tuscarawas County
125 E High Ave,
New Philadelphia, OH 44663

For Recipient: Tuscarawas County Public Library
121 Fair Ave NW
New Philadelphia, OH 44663

H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT A

PROJECT ACTIVITIES

This project is for a boiler replacement at the Tuscarawas County Public Library system's main location at 121 Fair Avenue NW, in New Philadelphia, Ohio

**EXHIBIT B
PROCUREMENT REQUIREMENTS**

Must adhere to specific requirements under Uniform Guidance 2 CFR Part 200

Spend Threshold	Procurement Policy	Action
Under \$10,000	Can be purchased directly from identified vendor	<ul style="list-style-type: none"> • Select the vendor of your choice • SAVE all contracts and receipts
\$10,000 - \$50,000	Requires at least three quotes	<ul style="list-style-type: none"> • Contact three qualified vendors to provide quotes • Select the "lowest and best" bid - work with your consultant if unsure
Above \$50,000	Requires either Competitive Sealed Bid or Competitive Proposal	<ul style="list-style-type: none"> • Prepare RFP or RFQ documents • Must receive at least three responses from qualified vendors • Select the "lowest and best" bid - work with your consultant, if you are unsure • Your consultant will review quotes

The noncompetitive proposal process may be used only when the award of a contract is infeasible under small purchase procedure, competitive sealed bidding or competitive proposals. The Grantee must provide written justification to show why a competitive procurement methodology was not used. Use of noncompetitive proposal process must be approved by the project consultant in a formal signed memo before proceeding.

**EXHIBIT C
ELIGIBLE EXPENDITURE**

ELIGIBLE EXPENDITURES:
Per the US Treasury Guidelines and Recipient's application, the County Grant may only be used for the following purposes:

- Boiler replacement at the Tuscarawas County Public Library system's main location at 121 Fair Avenue NW

INELIGIBLE EXPENDITURES:

The County Grant may not be used for:

- Payroll;
- Debt service payments including mortgage principal and interest;
- Damages covered by insurance;
- Reimbursements to donors for donated items or services;
- Property taxes;
- Personal expenses;
- Routine/ongoing operations costs; and
- Any and all other uses that are not identified herein as an "Eligible Expenditure" shall be deemed an Ineligible Expenditure, unless prior written approval is granted by the County.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;

RESOLUTION (908-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY PUBLIC LIBRARY

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Public Library in the amount of \$41,000.00:

TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT
THIS TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT ("Agreement") is made and entered into between, TUSCARAWAS COUNTY, OHIO, a local government entity in and of the State of Ohio ("County"), and TUSCARAWAS COUNTY PUBLIC LIBRARY ("Recipient").

WITNESSETH THAT:

WHEREAS, The County is the recipient of Seventeen Million Eight Hundred Sixty-Seven Thousand Three Hundred Ninety-Six Dollars and Zero Cents (\$17,867,396.00) in funding pursuant to the American Rescue Plan Act of 2021 ("ARPA"); and,

WHEREAS, In conjunction with the American Rescue Plan Act, the County desires to award grant funding to local non-profit organizations to assist with remediating the implications of COVID-19 on Tuscarawas County and its residents; and,

WHEREAS, Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant ("County Grant") in the amount of Forty One Thousand Dollars and Zero Cents (\$41,000); and,

WHEREAS, The County believes it is in its best interest to award Recipient a County Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, County and Recipient agree as follows:

ARTICLE 1. RECIPIENT.

Tuscarawas County Public Library.

ARTICLE 2. PROJECT CONSULTANT.

The County shall assign a project consultant (the "Project Consultant") to Recipient. The Project Consultant shall act as Recipient's contact at the County and Recipient shall contact the Project Consultant with any questions regarding the County Grant, Eligible Expenditures, Ineligible Expenditures, reports, financial information, document retention, and any and all concerns, questions, or comments regarding this Agreement. The Project Consultant will coordinate with the County's internal team to resolve Recipient's questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.

The County will provide Recipient a County Grant in an amount not to exceed forty one thousand dollars (\$41,000) ("Grant Amount"). The Grant Amount shall be distributed to on a monthly reimbursement basis. Recipient shall submit all receipts, invoices, and purchase orders to the Project Consultant, and the County shall reimburse Recipient for expenditures in a reasonable timeframe.

Recipient hereby acknowledges and agrees that it shall use the County Grant solely for Eligible Expenditures, as defined below. Any expenses incurred by Recipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Recipient and Recipient shall not seek reimbursement of such expenses from the County.

ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to Recipient's application for the County Grant, Recipient has identified its specific uses for the County Grant, as more particularly described on the attached and incorporated Exhibit A (the "Project Activities"). The County has pre-approved the Project Activities, and Recipient shall only be permitted to use the County Grant towards the Project Activities. Utilizing the County Grant for any activity, purchase, or service other than those specifically listed on Exhibit A shall be deemed a violation of this Agreement, and the County shall be permitted to terminate this Agreement in accordance with Article 10.

If Recipient needs to procure materials or services, Recipient shall solicit or purchase such materials or services in accordance with the County's procurement requirements, as more particularly outlined on the attached and incorporated Exhibit B. If Recipient has any questions regarding the procurement requirements, Recipient shall ask the Project Consultant prior to making any purchases.

Additionally, Recipient acknowledges and agrees that the Project Activities are subject to the items identified as "Eligible Expenditures" in Exhibit C, attached hereto and incorporated herein, and the items identified as "Ineligible Expenditures" in Exhibit C. The Ineligible Expenditures are expenses in which Recipient is not permitted to use the County Grant on, and if Recipient expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 10. In the event there is a question about whether an expense is an Eligible Expenditure, Recipient shall affirmatively reach out to the County and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

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In addition to the Monthly Reports, the County retains the right to request any and all documentation related to the use of the County Grant at any time, including, but not limited to, invoices, financial statements, receipts, and any other documents that the County deem relevant and related to the use of the County Grant. If requested, Recipient or the Recipient's designee shall provide such documentation within seven (7) days. If Recipient or Recipient's designee

fails to provide such documentation, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 10.

ARTICLE 6. TIMELINE.

Recipient hereby acknowledges and agrees that all County Grant must be used to cover costs incurred by the recipient between March 3, 2021, and December 31, 2024, and funds shall be expended, in their entirety, by December 31, 2026.

ARTICLE 7. RECIPIENT REPRESENTATIONS.

Recipient represents and warrants that all of the following are true at the time of execution of this Agreement:

- 1) Recipient is duly organized, and validly existing under the laws of the State of Ohio;
- 2) Recipient is properly registered with Tuscarawas County as a vendor;
- 3) Recipient is properly registered at SAM.gov and has an active UBI number;
- 4) Recipient is not disbarred from receiving federal funding;
- 5) Recipient is required to provide their W-9

In the event Recipient's representations under this Article 7 are discovered to be untrue, Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 8. CONFLICT OF INTEREST.

Recipient acknowledges, understands, and agrees that Recipient must avoid a conflict, or perceived conflict of interest, in all dealings related to its expenditure of the County Grant under this Agreement. No Employee, officer, agent, family member, or partners of Recipient may have a financial interest in or other tangible personal benefit from prospective vendors. Additionally, officers, employees, and agents of Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from prospective vendors.

Recipient shall report any and all conflicts, or perceived, conflicts to the Project Consultant prior to engaging with the vendor and any relationship must be documented and disclosed in a written statement to Project Consultant. The County will review and determine whether Recipient's relationship poses a conflict of interest. Recipient's violation of this Article 8 shall result in the immediate termination of this Agreement and Recipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 9. SPECIFIC CONDITIONS.

A. Recipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds, and all applicable federal regulations, including 2 C.F.R. 200 and prevailing wage requirements. Recipient shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless County and its elected officials, officers, agents, and employees therefrom.

B. If it becomes necessary for review, audit, or verification purposes, Recipient shall allow County to inspect applicable, confidential records.

C. Recipient agrees to supply additional information upon reasonable request by the County and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 10. TERM AND TERMINATION.

This Agreement shall terminate December 31, 2026 unless extended to a later date by amendment and may be immediately terminated by the County in the event of or under any of the following circumstances:

1. A receiver for Recipient's assets is appointed by a court of competent jurisdiction.
2. Recipient is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient to remedy such failure within thirty (30) days from the date of written notice from City.
4. Recipient's violation of any applicable federal, state, local law, or regulation applicable to the County Grant or ARPA.
5. If, prior to the receipt of any funding from County hereunder and upon giving thirty (30) days prior written notice, Recipient desires to terminate this Agreement.
6. If Recipient defaults on its obligations under Articles 1-9 hereof.

In the event of early termination and if County provided any funds to Recipient hereunder, Recipient shall repay to County within thirty (30) business days from the effective date of such termination, all County Grant funds provided hereunder and, upon such repayment, Recipient shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by City. If no funds were provided prior to termination, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 11. INDEMNIFICATION.

Recipient shall defend, indemnify, and hold harmless County and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient's failure to comply with federal, state, and local laws, including (as applicable). The obligations under this Article 11 shall survive the termination or expiration of this Agreement.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of Tuscarawas County constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling County to terminate this Agreement at its option.

ARTICLE 13. POLITICAL CONTRIBUTIONS.

Recipient affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 14. RECORDS AND RETENTION.

Recipient shall use Generally Accepted Accounting Principles ("GAAP") or the Income Tax Accounting Method in recording and documenting all costs and expenditures related in whole or part to the County Grant. All costs and expenditures for which Recipient will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as County may reasonably request, Recipient shall make available to County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient shall permit County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to County, shall be retained by Recipient and made available for review by County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Recipient concludes its project, but in no event shall records be destroyed prior to January 1, 2032. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the five-year period, Recipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 15. TAX REPRESENTATION.

Recipient certifies that, as of the date of execution, it does not owe any delinquent taxes to Tuscarawas County and/or does not owe delinquent taxes for which Recipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Recipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Recipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Recipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 16. GENERAL PROVISIONS.

- A. **Conflict of Interest.** Recipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Recipient further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Tuscarawas County, Ohio.
- D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the Tuscarawas County, Ohio.
- E. **Waiver.** A waiver by Tuscarawas County of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect County's rights with respect to any other or further breach.
- F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities to be completed by the local nonprofit.
- G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by

certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For County: Tuscarawas County Commissioners' Office
Tuscarawas County
125 E High Ave,
New Philadelphia, OH 44663

For Recipient: Tuscarawas County Public Library
121 Fair Ave NW
New Philadelphia, OH 44663

H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, County and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

TUSCARAWAS COUNTY PUBLIC LIBRARY

By: Michelle McMonow Russell

Print Name: Michelle McMonow Russell

Its: Tuscarawas County Public Library

TUSCARAWAS COUNTY, OHIO

Meghan Audh
County Consultant

Date 10/18/22

APPROVED AS TO FORM AND CORRECTNESS:

[Signature] 10/20/22
Prosecutor's Office

APPROVED BY THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY, OHIO:

October 24, 2022

Journal 85 Pg. 739

[Signature]
Commissioner of Tuscarawas County

Date 10/24/2022

Kerry Metzger
Commissioner of Tuscarawas County

Date 10/24/2022

Al Landis
Commissioner of Tuscarawas County

Date 10/24/2022

EXHIBIT A
PROJECT ACTIVITIES

ARPA funds would be used to purchase new cameras, servers, switches & software licenses needed to replace outdated security camera systems with a newer WAVE security camera system. The original system was installed in 2014 and is a mix of Geovision and Synology systems. This replacement for the new security system is comprised of six buildings across the County including:

1. New Philadelphia Mobile Services Branch
2. Strasburg Branch
3. Sugarcreek Branch
4. Tuscarawas Branch
5. Bolivar Branch
6. Main Library

The benefit of this project is that it allows for increased safety for Tuscarawas County residents, library patrons & staff. It also gives added protection against theft of materials which is both a cost and inconvenience to TCPL patrons. An additional benefit would be to police, fire and other EMS, as they would be able to safely view footage of the buildings in the case of an emergency.

EXHIBIT B
PROCUREMENT REQUIREMENTS

Must adhere to specific requirements under Uniform Guidance 2 CFR Part 200

Spend Threshold	Procurement Policy	Action
Under \$10,000	Can be purchased directly from identified vendor	<ul style="list-style-type: none"> • Select the vendor of your choice • SAVE all contracts and receipts
\$10,000 - \$50,000	Requires at least three quotes	<ul style="list-style-type: none"> • Contact three qualified vendors to provide quotes • Select the "lowest and best" bid - work with your consultant if unsure
Above \$50,000	Requires either Competitive Sealed Bid or Competitive Proposal	<ul style="list-style-type: none"> • Prepare RFP or RFQ documents • Must receive at least three responses from qualified vendors • Select the "lowest and best" bid - work with your consultant, if you are unsure • Your consultant will review quotes

The noncompetitive proposal process may be used only when the award of a contract is infeasible under small purchase procedure, competitive sealed bidding or competitive proposals. The Grantee must provide written justification to show why a competitive procurement methodology was not used. Use of noncompetitive proposal process must be approved by the project consultant in a formal signed memo before proceeding.

**EXHIBIT C
ELIGIBLE EXPENDITURE**

ELIGIBLE EXPENDITURES:
Per the US Treasury Guidelines and Recipient's application, the County Grant may only be used for the following purposes:

- The purchase and installation of new cameras, servers, switches, and software licenses for the security system.

INELIGIBLE EXPENDITURES:

The County Grant may not be used for:

- Payroll;
- Debt service payments including mortgage principal and interest;
- Damages covered by insurance;
- Reimbursements to donors for donated items or services;
- Property taxes;
- Personal expenses;
- Routine/ongoing operations costs; and
- Any and all other uses that are not identified herein as an "Eligible Expenditure" shall be deemed an Ineligible Expenditure, unless prior written approval is granted by the County.

**EXHIBIT D
MONTHLY REPORT FORM**

TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT OF 2021									
ELIGIBLE PROJECT EXPENSES REIMBURSEMENT FORM									
Organization Name				<small>Reimbursements must be submitted electronically through the state website provided by the County. Expenditures above are not sufficient. Copies of supporting documentation (proof of payment and receipt) of eligible expenditures must be submitted. All payments will be made without adequate supporting documentation.</small>					
Address									
City/State/Zip									
Project ID									
PROJECT REIMBURSEMENTS									
Amount	Payment Method (Check/Debit)	Payment Date (MM/DD/YYYY)	Invoice Date (MM/DD/YYYY)	Invoice Number	Vendor Name	Payment Method	Total Due for Payment		
Total									
Is this the final project payment? Y/N			Project Award Amount						
Are all expenses requested for reimbursement in accordance with approved Project Agreement? Y/N			Amount Already Received						
Date Project Completed (if applicable)			Amount Requested from Award		0.00				
			Award Amount Remaining		0.00				

Page 1

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (909-2022)

PAY BILLS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve payment for the following bills:

Meeting Date 10/24/2022

Auditor

Auman Inc dba A&M Service Ctr	Repairs	\$648.63
Child Support		
Renaissance Columbus Westerville	Travel Expense	\$159.00
AEP	Service	\$1,311.07
Go Shred	Service	\$45.00
First Communications	Service	\$13.50
Verizon Wireless	Service	\$80.22
Tusc Co Treasurer	Audit Fees	\$948.90
Gannett Holdings – Ohio	Subscription	\$322.40
CBTS	Services	\$656.06
Tusc Co Sheriff's Office	Contract Services	\$5,362.60

Clerk of Courts

Independence Business Supply	Supplies	\$43.28
Independence Business Supply	Supplies	\$138.40
Tusc Co Treasurer	Audit Fees	\$545.82

Commissioners

Heritage Country Store	Supplies	\$187.20
Treasurer, Tusc Co	Audit Fees	\$14.72
Treasurer, Tusc Co	Audit Fees	\$951.19
Treasurer, Tusc Co	Audit Fees	\$433.95
Treasurer, Tusc Co	Audit Fees	\$1,292.14
Treasurer, Tusc Co	Audit Fees	\$129.70
Martin's Mobile Glass	Insurance Claim	\$250.00
Miceli Glass Co Inc	Insurance Claim	\$616.34
HRN Construction & Restoration	Insurance Claim	\$1,022.49
Graphic Enterprise	Copier Lease	\$97.95
AEP	Electric Service	\$1,963.00
AEP	Electric Service	\$78.16
Sherwin-Williams	Supplies	\$83.98

Common Pleas

Tusc Co Treasurer	Audit Fees	\$42.15
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Community & Economic Development

Tusc Co Treasurer	Audit Fees	\$3,946.21
Nicholas Constr & Remodeling	Contract Costs	\$37,840.00
Tusc Co OCED	Admin	\$4,040.15

Dog Pound

ODP Business Solutions	Supplies	\$16.73
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EMA

Jennifer James	Travel Expense	\$60.86
Blooms Printing	Supplies	\$59.00
Graphic Enterprises	Maintenance	\$67.76

Engineer

National Lime & Stone	Material	\$23,588.79
Newton Asphalt	Material	\$507.53
Kimble Clay & Limestone	Material	\$356.60

Job & Family Services

Advantage Family Outreach	Services	\$157.00
Tammy White	Services	\$600.00
Timothy & Jacquelyn McDonnell	FC Medical	\$124.00
Monique Bailey	FP Reimbursement	\$213.61
Monique Bailey	Transportation	\$4.56
Dr. Jennifer Sabol	FC Medical	\$192.50

Ashley & Robert Bunton, Jr	FP Training & Wtr Sample Test	\$230.00
Daniel & Kaitlyn Swick	FP Training Reimbursement	\$60.00
Ivan & Ina Hostetler	FP Training Reimbursement	\$120.00
Chrysalis Counseling Ctr, Inc	Services	\$3,105.00
Certified Interpreters United, LLC	Services	\$300.00
Joshua & Elizabeth Renner	Transportation	\$6.36
David & Erma Miller	Transportation	\$7.20
Charter Communications	Services	\$109.99
Enterprise FM Trust	Services	\$3,634.66
Telelanguage, Inc	Services	\$166.55
G & L Supply Co	Supplies	\$805.05
Ashley & Robert Bunton, Jr	Transportation	\$163.20
Frontier	Services	\$125.36
Ohio CSPC	Recoupment	\$330.68
Tusc Co Water & Sewer Dept	Services	\$150.00
Blasenhauer Plumbing & Htg	Services	\$131.00
Wood Electric, Inc	Repair	\$354.97
Business Card	Travel Expense	\$3,691.95
Business Card	Services	\$554.85
Business Card	Travel Expense	\$117.26
Tyler & Holly Mummert	FP Reimbursement	\$40.17
Raymond & Laura Miller	FP Reimbursement	\$55.48
Melvin & Verna Yoder	FP Reimbursement	\$55.37
David & Marybeth Miller	FP Reimbursement	\$19.15
David & Erma Miller	FP Reimbursement	\$395.45
Luke & Megan Kneuss	FP Reimbursement	\$56.51
Kandi Moore	FP Reimbursement	\$694.93
Dan & Laura Weber	FP Reimbursement	\$400.02
Dan & Anna Gutmann	FP Reimbursement	\$189.87
Juvenile/Probate		
Tusc Co Treasurer	Audit Fees	\$11.42
Verizon Wireless	Services	\$195.78
K & M Coffee Service	Supplies	\$13.77
K & M Coffee Service	Supplies	\$24.34
Shannon Davis	Services	\$262.50
Law Library		
Thomson Reuters-West Pymnt Ctr	Books	\$517.18
Stark Co Bar Assoc	Books	\$60.20
Park Department		
Blasenhauer Plmbing/Heating	Service	\$344.82
Treasurer, Tusc Co	Audit Fees	\$100.22
Kimble Company	License Agreement	\$1.00
Warther Woodworking	Supplies	\$456.00
Canal Tavern of Zoar, LLC	Supplies	\$385.00
CLP Services	Supplies	\$100.00
Piedmont Gas Co	Utility	\$6.82
Blasenhauer Plmbing/Heating	Service	\$827.68
Kimble Recycling & Disposal	Service	\$20.00
United Rentals (N. America) Inc	Service	\$90.00
Rex Pipe & Supply Co	Supplies	\$3.51
Menards – NP	Supplies	\$45.95
Menards – NP	Supplies	\$87.54
Lowes	Supplies	\$61.20
Sheriff		
Tusc Co Treasurer	Audit Fees	\$271.75
Tusc Co Treasurer	Audit Fees	\$70.00
Tusc Co Treasurer	Audit Fees	\$21.55
First Communication	Service	\$68.53
Gardiner	Service	\$592.00
MNJ	Service	\$7,171.00
MNJ	Subscription	\$6,546.00
Tusc Co Treasurer	Audit Fees	\$138.00
Fenton Bros Electric	Supplies	\$571.16

Tuscarawas Co Treasurer	Audit Fees	\$225.37
Arney Automotive	Repairs	\$2,457.06
Southern Court		
Navitas Credit Corp	Service	\$412.20
Tusc Co Treasurer	Audit Fees	\$23.68
Twin City Water & Sewer	Service	\$66.00
Tusc Co Treasurer	Audit Fees	\$12.96
Water & Sewer		
Copley Ohio Newspapers, Inc	Bid Advertisement	\$283.02
First Communications, LLC	Telephone Services	\$202.12
Tusc Co Soil & Water	Permit Fee	\$25.00
Huff Concrete	Road Repair	\$500.00
Frontier	Service	\$50.43
Henry Heating & Cooling, Inc	Repair	\$484.02
GRAND TOTAL		\$131,674.10

VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, yes;

Discussion: *Commissioner Abbuhl introduced the Douglas Family which was here for their son, Alex, who received his Eagle Scout Rank. Parents, Nathan & Amanda, Siblings, Zach & Meagan, Grandparents Dick & Linda Cox and Dan & Cindy Douglas. Mr. Abbuhl gave some background on Alex such as being in scouts since the 1st grade, earned his Arrow of Light with Pack 84, had numerous roles with Troop 84, was Chaplin Quartermaster and currently holds the rank of Assistant Patrol Leader, 40 Merit Badges, took on leadership during the pandemic and organized meetings virtually, stands out as a well-rounded civic minded individual but also one with a heart of gold. A comment Alex made when he was interviewed was "What I have accomplished through Scouting is not what I have done alone, but what I have done with a team of friends." The whole family volunteers at Park Christian Church, The Polar Express, Mr. & Mrs. Douglas belong to the Lions, there is a lot of community activity this family participates in.*

Alex stated once he graduates, he would like to get into the IBW which is the Electrical Union. Alex attends Buckeye Career Center (BCC) and is in the Electrical Technology Program and is a Senior at Claymont High School.

Nathan, stated they are very proud of Alex, he is a very driven person. He sets his goals and goes for them. All three children do that very well. Mr. Abbuhl stated as well as marching band, he also plays the guitar in the church.

Commissioner Landis asked Alex to tell us a little bit about the project he did to obtain his Eagle Scout Rank. Alex stated he refurbished the lobby at the Twin City Christian Center which is the local food bank in Uhrichsville. The lobby was not as welcoming as it could have been. Alex tried to brighten it up. He replaced chairs and furniture so people who may not be having a great experience in life could have a good experience at the food bank with their circumstances. Mr. Landis stated what Alex did will last for many years. Mr. Douglas stated there was over 100 combined hours in the project. Mr. Landis thanked Alex for his contribution to the community.

Commissioner Metzger congratulated Alex on his very prestigious award and he should be very proud of his accomplishment. Mr. Metzger stated, "One thing I always tell any Eagle Scout is to make sure to use this to your benefit. Use your Eagle Scout honor on your resumes. Be proud of what you have accomplished. If there are two applicants for the same job and your equal, that Eagle Scout recognition will give you an advantage over the other person. Employers look at that and they know what Eagle Scouts are involved with. This may give you an edge." Congratulations.

Commissioner Abbuhl read the recognition onto the record.

RESOLUTION (910-2022) RECOGNITION – EAGLE SCOUT – ALEX DOUGLAS

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following recognition of Alex Douglas for attaining rank of Eagle Scout.

RECOGNITION

Alex Douglas for Attaining the Rank of Eagle Scout

WHEREAS, becoming an Eagle Scout is the highest rank attainable in the Boy Scouts of America, with years of hard work, rank advancement projects, and week to week dedication being the hallmarks of this honor; and

WHEREAS, according to the National Eagle Scout Association, roughly only five percent of all Boy Scouts become Eagle Scouts, approximately only 2.6 million since 1912, the year of the first Eagle Scout; and

WHEREAS, Alex Douglas, from Boy Scout Troop 84 in New Philadelphia, Ohio, oversaw and organized the refurbishing of the Twin City Christian Service Center Lobby in Uhrichsville which received all new lighting, walls receptacles, new ceiling tile, freshly painted walls and trim, new tables and chairs, freshly waxed floor and replacing the tops of two large storage unit pallets which the food pantry uses to stock items.

WHEREAS, Alex Douglas was recently awarded the rank of Eagle Scout, the highest award in scouting, a rank achieved, and work ethic demonstrated by few within Tuscarawas County; and

WHEREAS, Alex Douglas is a Senior at Claymont High School and BCC in the Electrical Technology Program. He is part of the Marching Band, Drama Department, Track, Mock Trial, 4-H and National Technical Honor Society. Alex is a member of Park Christian Church and is active in Youth Group and the Praise Team.

THEREFORE, be it resolved by the Tuscarawas County Board of Commissioners to hereby recognize Alex Douglas for his achievement in becoming an Eagle Scout, and commend him on his remarkable service to his community in Tuscarawas County.



Chris Abbuhl
Chris Abbuhl

Kerry Metzger
Kerry Metzger

Al Landis
Al Landis

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: Lee Finley, Floodplain Coordinator, was present to request a Floodplain Permit for Tuscarawas County Metropolitan Sewer District. The footprint of this permit will be within the flood waters that back up from Dover Dam will be less than what it is now. This is pretty standard and there is not much to do with it.

RESOLUTION (911-2022) FLOOD PLAIN DEVELOPMENT PERMIT – TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT – MINERAL CITY PUMP STATION REPAIR WORK

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Floodplain Development Permit for Mineral City Pump Station Repair Work – Project is repairing/replacing the

existing pump station at south end of High St. as submitted by Lee Carl Finley, Floodplain Coordinator.

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

Date: 10/21/2022 # 2022-008

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

Permission is hereby granted to Tuscarawas County Metropolitan Sewer Dist
for Mineral City Pump Station Repair Work in Sandy Twp
located at So High St, Mineral City, at intersection with Newcumberland Rd NE

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

Estimated Cost \$ 326,000 Elevation of Property 901 +/- Ft. (msl)

This information contained in Permit Application Number 2022-008 as well any drawings and plans for development that were submitted to this office are hereby also embodied as part of this permit.

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

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

Reviewed by: Lee Carl Finley, REHS (Tuscarawas SWCD Floodplain Coordinator) Date: 10-21-2022
Approved by: Chris Abbuhl, Commissioner Date: 10/24/2022
Kerry Metzger, Commissioner Date: 10/24/2022
Al Landis, Commissioner Date: 10/24/2022

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

COMMENTS: Project is repairing/replacing the existing pump station at south end of High St. Final elevations for the construction shall be at or below the existing pre-construction grade. Elec. components are to be waterproofed against flooding.

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

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (912-2022) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to adjourn at 9:29 a.m. to meet in Regular session Wednesday, the 26th day of October, 2022

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.

Chris Abbuhl
Chris Abbuhl

Kerry Metzger
Kerry Metzger

Al Landis
Al Landis

Attest: Rhonda Jordan
Clerk