


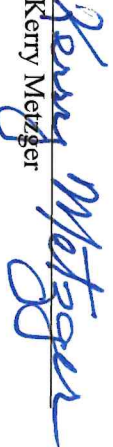
RESOLUTION (831-2022) ADJOURN


It was moved by Commissioner Landis, seconded by Commissioner Metzger, to adjourn at 9:53 a.m. to meet in Regular session Wednesday, the 5th day of October, 2022.

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


Chris Abbuhl


Kerry Metzger


Al Landis

Attest: 
Clerk

October 5, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

9:30 a.m. Larry Lindberg, Auditor and Joan Gladman – Recognition

Approve Minutes

Approve Supplemental Appropriation (3)

Approve Hire – Administrative Assistant

Authorize Engineer Submit Application to OPWC

Approve American Rescue Plan Act Grant – Commissioners

Approve American Rescue Plan Act Grant – Tusc. Co. Health Department

Release Senior Levy Funds

Approve Harbor House to Receive Funds

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 5TH DAY OF OCTOBER, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger
Al Landis

Commissioner Chris Abbuhl presiding.

The Lord's Prayer was said.

The Pledge of Allegiance was said.

RESOLUTION (832-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes from the October 3, 2022 meeting as written.

RESOLUTION (833-2022) AMEND MINUTES – ADD WORDING TO EXECUTIVE SESSION

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to amend the Minutes for October 3, 2022 for the Executive Session Resolution. It should read “No further Action Taken” in the resolution.

VOTE:

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

RESOLUTION (834-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Law Library	E-1411-S020-S99	E-1411-S020-S01	\$500.00	Cover medical insurance costs for the rest of the year. New employee, different plan
Law Library	E-1411-S020-S99	E-1411-S020-S03	\$60.00	Cover Medicare costs for the rest of the year
Law Library	E-1411-S020-S99	E-1411-S020-S05	\$2,350.00	Cover medical insurance costs for the rest of the year. New employee, different plan
Juvenile	E-1565-S068-S50	E-1565-S068-S04	\$1,200.00	Insufficient Funds
OCED	E-1650-T005-T25	E-1650-T005-T20	\$28,000.00	Cover cost for one unit under the PY2021 CHIP Program

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

Discussion: *Kris Lowdermilk, HR Manager, was present to request the hire of Stacy Spillman to become the new Administrative Assistant in the Commissioner's Office.*

Commissioner Abbuhl thanked Crystal DiGenova for the work she has done in the Commissioner's Office. She has been doing double duty since Jane's retirement. We are moving forward in a positive direction and this is going to be some much-needed relief for Crystal.

RESOLUTION (835-2022) APPROVE HIRE – ADMINISTRATIVE ASSISTANT - COMMISSIONERS

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

WHEREAS, Stacey Spillman has been determined by the Board of Commissioners, to meet the minimum qualifications established for the classification of Administrative Assistant.

WHEREAS, the classification of Administrative Assistant is considered to be in the unclassified service, pursuant to Ohio Revised Code.

THEREFORE, be it resolved that Stacey Spillman shall begin her employment as a full time Administrative Assistant effective October 17, 2022, in the unclassified service at a rate of \$18.28 per hour.

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

COMMISSIONER'S JOURNAL 85
OCTOBER 5, 2022

RESOLUTION (836-2022) AUTHORIZE ENGINEER TO PREPARE AND SUBMIT APPLICATIONS AND CONTRACTS IN THE OPWC IMPROVEMENT PROGRAMS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to authorize engineer to prepare and submit applications to participate in the Ohio Public Works Commission State Capital Improvement and/or local transportation improvement program(s) and to execute contracts as required.

RESOLUTION NO 836-2022

A RESOLUTION TO PREPARE AND SUBMIT APPLICATIONS TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENTS AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the State Capital Improvements and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the County of Tuscarawas is planning to make capital improvements to various roads and bridges, and



WHEREAS, the infrastructure improvements described above are considered to be a priority need for the County and are qualified projects under the OPWC programs.

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

Section 1: The County Engineer, Joseph S. Bachman, is hereby authorized to apply for the OPWC funds as described above.

Section 2: The County Engineer, Joseph S. Bachman, is further authorized to enter into any agreements that may be necessary and appropriate for obtaining this financial assistance.

Date: October 5, 2022

Tuscarawas County Commissioners

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

RESOLUTION (837-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY HEALTH DEPARTMENT

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 Health Department in the amount of \$300,000.00:

INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS

("Agreement") is made and entered into between, TUSCARAWAS COUNTY, OHIO, a local government entity in and of the State of Ohio ("County"), and the COUNTY AUDITOR'S DEPARTMENT, DEPARTMENT of the County ("Department of the County") ("Grantee Department") and the TUSCARAWAS COUNTY HEALTH DEPARTMENT, a department of the County ("Recipient Department") ("Grantee Department and Recipient Department are sometimes individually referred to as "Party" and collectively as "Parties."

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, through the Grantee Department to the Recipient Department to assist with remedialing the implications of COVID-19 on Tuscarawas County; and,

WHEREAS, Department Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant ("County Grant") in the amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000); and,

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

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

ARTICLE 1. RECIPIENT DEPARTMENT.
Tuscarawas County Health Department.

ARTICLE 2. PROJECT CONSULTANT.

The County shall assign a project consultant (the "Project Consultant") to Department Recipient. The Project Consultant shall act as Recipient Department's contact at the County and Department 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 Departments questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.

The County will provide Recipient Department a County Grant in an amount not to exceed three hundred thousand dollars (\$300,000) ("Grant Amount"). Recipient Department shall submit all receipts, invoices, and purchase orders to the Project Consultant, and the County shall distribute to vendors directly as they are incurred for expenditures in a reasonable timeframe.

Recipient Department hereby acknowledges and agrees that it shall use the County Grant solely for Eligible Expenditures, as defined below. Any expenses incurred by the Recipient Department in an amount which exceeds the Grant Amount, shall be the sole responsibility of Recipient Department to use other funding sources.

ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to Recipient Department's application for the County Grant, Recipient Department 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 Department shall only be permitted to use the County Grant towards 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 9.

If Recipient Department needs to procure materials or services, Recipient Department 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 Department has any questions regarding the procurement requirements, Recipient Department shall ask the Project Consultant prior to making any purchases.

Additionally, Recipient Department 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 Department is not permitted to use the County Grant on, and if Recipient Department expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 9. In the event there is a question about whether an expense is an Eligible Expenditure, Recipient Department shall affirmatively reach out to the County Auditor's Office and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

ARTICLE 5. MONTHLY REPORTING.

Recipient Department 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 Department shall submit monthly expenditure and progress reports, including but not limited to, receipts, invoices, and purchase orders, to the County Auditor's Office 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 Auditor's Office 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 9.

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 deems relevant and related to the use of the County Grant. If requested, Recipient Department shall provide such documentation within seven (7) days. If Recipient Department'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 9.

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. 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 8. SPECIFIC CONDITIONS.

A. Recipient Department 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 Department 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 Department shall allow County to inspect applicable, confidential records.

C. Recipient Department 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 9. 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 Department's assets is appointed by a court of competent jurisdiction.
2. Recipient Department is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient Department'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 Department to remedy such failure within thirty (30) days from the date of written notice from County.
4. Recipient Department'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 Department desires to terminate this Agreement.
6. If Recipient Department defaults on its obligations under Articles 1-9 hereof.

In the event of early termination and if County provided any funds to Recipient Department hereunder, Recipient Department shall repay County funds within thirty (30) business days from the effective date of such termination, all County Grant funds provided hereunder and, upon such repayment, Recipient Department 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 10. INDEMNIFICATION.

Recipient Department 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 Department, and its agents, employees, contractors, sub-contractors, and representatives and/or Recipient Department's failure to comply with federal, state, and local laws, including (as applicable). The obligations under this Article 10 shall survive the termination or expiration of this Agreement.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient Department 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 12. POLITICAL CONTRIBUTIONS.

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

ARTICLE 13. RECORDS AND RETENTION.

Recipient Department shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the County Grant. All costs and expenditures for which Recipient Department 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 Department 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 Department 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 Department 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 Department ceases 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 Department 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 14. GENERAL PROVISIONS.

- A. **Conflict of Interest.** Recipient Department 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 Department 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. **Relationships.** 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 via email.
- 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 deemed and enforced as if this Agreement did not contain the particular provision.

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EXHIBIT A
PROJECT ACTIVITIES

This project will provide capital improvements of the building and property located at 897 East Iron Avenue, Dover, Ohio 44622 to increase access, safety, utility, and structural concerns.

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 HEALTH DEPARTMENT

By: *[Signature]*

Print Name: R. Stockert

Is: Board President

TUSCARAWAS COUNTY, OHIO

COUNTY AUDITOR'S DEPARTMENT

By: *[Signature]*

Print Name: Carolee L. Smith

Is: County Auditor

TUSCARAWAS COUNTY, OHIO

County Consultant Maghan Neeklem, CPA, CFC

Date 09/16/2022

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Robert Stephenson II, Assistant Prosecuting Attorney

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

October 5, 2022
Journal 85 Pg. 596

[Signature]
Commissioner of Tuscarawas County

Date 10/5/2022

[Signature]
Commissioner of Tuscarawas County

Date 10/5/2022

[Signature]
Commissioner of Tuscarawas County

Date 10/5/2022

**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. For additional procurement specifications, see the County's Procurement Policy for further information.

**EXHIBIT C
ELIGIBLE EXPENDITURE**

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

- Investments in property, facilities, and equipment of the building and property located at 897 East Iron Avenue, Dover, Ohio 44622

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
MONTHLY REPORT FORM

Project Name		Fiscal Year		Reporting Period	
Project ID	Project Name	Start Date	End Date	Actual	Budget

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

RESOLUTION (838-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY BOARD OF COMMISSIONERS

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 Board of Commissioners in the amount of \$50,000.00:

INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS
PLAN ACT FUNDS
("Agreement") is made and entered into between, TUSCARAWAS COUNTY, OHIO, a local government entity in and of the State of Ohio ("County"), and the COUNTY AUDITOR'S DEPARTMENT, a department of the County
("Grantee Department") and the TUSCARAWAS COUNTY COMMISSIONERS, a board of the County ("Recipient Board"). Grantee Department and Recipient Board are sometimes individually referred to as "party" and collectively as "Parties."

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, through the Grantee Department to the Recipient Board to assist with remedying the implications of COVID-19 on Tuscarawas County; and,
WHEREAS, Board Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant ("County Grant") in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000); and,

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

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

ARTICLE I. RECIPIENT BOARD
Tuscarawas County Commissioners.

ARTICLE 2. PROJECT CONSULTANT.

The County shall assign a project consultant (the "Project Consultant") to Board Recipient. The Project Consultant shall act as Recipient Board's contact at the County and Board 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 Boards questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.

The County will provide Recipient Board a County Grant in an amount not to exceed fifty thousand dollars (\$50,000) ("Grant Amount"). Recipient Board shall submit all receipts, invoices, and purchase orders to the Project Consultant, and the County shall distribute to vendors directly as they are incurred for expenditures in a reasonable timeframe.

Recipient Board hereby acknowledges and agrees that it shall use the County Grant solely for Eligible Expenditures, as defined below. Any expenses incurred by the Recipient Board in an amount which exceeds the Grant Amount, shall be the sole responsibility of Recipient Board to use other funding sources.

ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to Recipient Board's application for the County Grant, Recipient Board 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 Board 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 9.

If Recipient Board needs to procure materials or services, Recipient Board 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 Board has any questions regarding the procurement requirements, Recipient Board shall ask the Project Consultant prior to making any purchases.

Additionally, Recipient Board 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 Board is not permitted to use the County Grant on, and if Recipient Board expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 9. In the event there is a question about whether an expense is an Eligible Expenditure, Recipient Board shall affirmatively reach out to the County Auditor's Office and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

ARTICLE 5. MONTHLY REPORTING.

Recipient Board 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 Board shall submit monthly expenditure and progress reports, including but not limited to, receipts, invoices, purchase orders, to the County Auditor's Office and their Project Consultant by the fifteenth (15th) day of the month following the month of the report (the "Monthly Reports"). For example, Reports for the month of July would be due to the County Auditor by August 15th. The Monthly Reports shall be submitted to the County Auditor's Office 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 9.

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 Board shall provide such documentation within seven (7) days. If Recipient Board'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 9.

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. 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 8. SPECIFIC CONDITIONS.

A. Recipient Board 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 state regulations. Recipient Board shall assume full and complete responsibility for any and all legal and financial obligations of the County, including the payment of any penalty, fine 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 Board shall allow County to inspect applicable, confidential records.

10/5/22

C. Recipient Board 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 9. 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 Board's assets is appointed by a court of competent jurisdiction.
2. Recipient Board is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient Board'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 Board to remedy such failure within thirty (30) days from the date of written notice from County.
4. Recipient Board'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 Board desires to terminate this Agreement.
6. If Recipient Board defaults on its obligations under Articles 1-9 hereof.

In the event of early termination and if County provided any funds to Recipient Board hereunder, Recipient Board shall repay County funds within thirty (30) business days from the effective date of such termination, all County Grant funds provided hereunder and, upon such repayment, Recipient Board 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 10. INDEMNIFICATION.

Recipient Board 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 Board, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient Board's failure to comply with federal, state, and local laws, including (as applicable) The obligations under this Article 10 shall survive the termination or expiration of this Agreement.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient Board 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 12. POLITICAL CONTRIBUTIONS.

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

ARTICLE 13. RECORDS AND RETENTION.

Recipient Board shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the County Grant. All costs and expenditures for which Recipient Board 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, the Auditor of the State of Ohio may reasonably request, Recipient Board shall make available to County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, all of its Records related to this Agreement. Recipient Board shall permit any of their designees to audit, examine, and make excerpts or transcripts from such Records and any of their 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 Board 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 Board 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 Board 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 14. GENERAL PROVISIONS.

A. Conflict of Interest. Recipient Board represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict

- 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 via email.
- 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 provisions 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 COMMISSIONERS

By: SKY ABBUHL

Print Name: Sky Abbuhl

Its: Maintenance Supervisor

TUSCARAWAS COUNTY, OHIO
COUNTY AUDITOR'S DEPARTMENT

By: [Signature]

Print Name: Carey Lusk

Its: County Auditor

TUSCARAWAS COUNTY, OHIO
Maghan Mackham, CPA, CFC
County Consultant

Date 10/3/2022

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Robert Stephenson II, Assistant Prosecuting Attorney

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

October 5, 2022
Journal 85 Pg. 602

[Signature]
Commissioner of Tuscarawas County

Date 10/5/2022

[Signature]
Commissioner of Tuscarawas County

Date 10/5/2022

[Signature]
Commissioner of Tuscarawas County

Date 10/5/2022

COMMISSIONER'S JOURNAL 85

10/5/22

EXHIBIT A
PROJECT ACTIVITIES

This project is for the installation of touchless plumbing in the Tuscarawas County Courthouse and County Annex building. These buildings provide essential Government functions to the citizens of Tuscarawas County. Keeping the public protected from the spread of COVID-19 is crucial, therefore installing touchless plumbing in county buildings is a simple and affordable way to decrease the spread of Coronavirus and other pathogens.

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. For additional procurement specifications, see the County's Procurement Policy for further information.

COMMISSIONER'S JOURNAL 85

10/5/22

RESOLUTION (839-2022) RELEASE SENIOR LEVY FUNDS

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

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

RESOLUTION (840-2022) APPROVE HARBOR HOUSE TO RECEIVE FUNDS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the allocation of 100% of the marriage license fees imposed by Section 3113.34 of Ohio Revised Code to Harbor House, A division of Personal and Family & Family Counseling Services of Tuscarawas Valley, Inc. New Philadelphia, Ohio for 2023.

Also to approve the allocation of 100% of the divorce, dissolution, annulment proceedings in compliance with Section 2303.201 of the Ohio Revised Code to Harbor House, A Division of Personal and Family Counseling Services of Tuscarawas Valley, Inc. New Philadelphia, Ohio, for 2023.

All documents required by Section 3113.35 ORC have been received.

Distributions of these funds will be made in compliance with paragraph "C" Section 3113.35 Ohio Revised Code, beginning on or about January 1, 2023.

Discussion: *Commissioner Metzger noted these are annual resolutions that are done in order for the funds to be released to the different areas.*

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

RESOLUTION (841-2022) PAY BILLS

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

911				
APCO International	Training/Recertifications		\$90.00	
				\$90.00
Auditor				
Harris Computer Systems	Support Services		\$2,832.10	
Quill	Supplies		\$343.38	
Treasurer State of OH	LGS Audit		\$73.70	\$3,249.18
Child Support				
First Citizens Bank & Trust	Copier Lease		\$347.50	
Staples Business Credit	Office/Janitorial Supplies		\$478.73	
Comdoc	Toner		\$189.62	
Dominion Energy	Service		\$125.86	
				\$1,141.71
Commissioners				
Frontier	Service		\$69.70	
Independent Elevator	Service (2)		\$567.00	
Piney Bowes Global Finance	Lease/Postage Machine		\$2,025.75	
Fenton Brothers	Supplies		\$47.04	
Brandywine Valley Development	Royalty Sharing		\$166.25	
New Philadelphia Muni Court	Filing Fees		\$156.00	
US Bank Equipment Finance	Copier Lease		\$158.64	
Mastercard	Fuel Purchases		\$232.28	
				\$3,422.66

Common Pleas				
Bloom's Printing	Temporary Letterhead	\$100.00		\$100.00
Dog Pound				
Oak Pointe Vet Care	Supplies	\$329.14		
Staples Business Advantage	Supplies	\$36.58		
Fairfield Computer Services	Licensing Software	\$200.00		
SmartBill	Dog License Mailer	\$3,700.00		\$4,265.72
Employees Dress Down Day Fund				
American Diabetes Association	Dress Down Day	\$227.00		\$227.00
Engineer				
Allen Chase Enterprises	Weed Spray	\$3,200.00		
Joe Bachman	Travel & Misc Expenses	\$389.40		\$3,589.40
Information Technology				
MNJ Technologies	Supplies	\$60.00		
Pioneer 360	Internet/Support	\$75.00		
OARnet	Internet Connection	\$145.00		\$280.00
Job & Family Services				
Forensic Fluids Laboratories	Drug Screen	\$3,900.00		
Granger	CSBP Incentive Money	\$653.54		
Monique Bailey et al	AA & SAMS	\$18,041.84		\$22,595.38
Juvenile/Probate				
Comdoc	Service Contract	\$11.21		
Xerox	Leased Copier	\$14.64		
Xerox	Leased Copier	\$14.64		
Xerox	Leased Copier	\$14.64		
Karen Dummermuth	Leased Copier	\$14.64		
Winkhart & Minor	Guardianship Case Fees	\$670.00		
Comdoc	Guardianship Case Fees	\$487.50		
OH Association of Probate Judges	Service Contract	\$22.96		
OH Association of Probate Judges	Registration	\$125.00		
Theresa Wolf	Registration	\$125.00		
Vital Records Holdings LLC	Travel	\$342.50		
Xerox	Microfilm Parentage Case Files	\$1,973.58		
Xerox	Leased Copier	\$14.64		
Xerox	Leased Copier	\$14.64		
Xerox	Leased Copier	\$14.64		
Xerox	Leased Copier	\$14.64		
Massillon Plaque	Wall Plaque	\$226.00		\$4,086.23
Park Department				
Jesse Rothacher	Travel	\$86.40		
World Fuel Services	Fuel	\$614.80		
Marsha Freeland	Travel	\$89.40		
Recorder				
Xerox	Base Copy Charge	\$82.05		\$82.05

Sheriff			
Lowe's	Supplies	\$184.87	
Graphic Enterprises	Copy Charges	\$1,761.92	
Chris Edwards	Travel	\$20.01	
Staley Technologies	Supplies	\$450.00	
Staples	Supplies	\$373.17	
Dutch Creek Foods	Inmate Food	\$7,750.22	
Sysco Food Service	Inmate Food	\$7,224.91	
Verizon Wireless	Cell Phone Service	\$779.05	
Nickles Bakery	Inmate Food	\$511.56	
Oak Pointe Vet Care	K9 Medical Treatment	\$88.40	
Elite Tire Dover	Cruiser Repairs	\$618.81	

\$19,762.92

Water & Sewer

World Fuel Services	Fuel	\$3,970.42	
World Fuel Services	Fuel	\$681.86	
Tusc Co Commissioners	Krizman Land Purchase-Interest	\$108.80	
Tusc Co Commissioners	Building Payment	\$3,076.25	
Tusc Co Commissioners	Krizman Land Purchase-Principal	\$1,292.87	
Bridges Excavating	Hydrant Replacement	\$1,605.00	
Troy Pantiis	Cleaning Services	\$320.00	
Huff Concrete	Maint/Repairs	\$5,700.00	
Vac 2 Go	Maint/Repairs	\$270.00	
JA's Auto Service	Maint/Repairs	\$59.62	
JA's Auto Service	Maint/Repairs	\$55.12	
Hawkins Water Treatment Group	Materials	\$713.50	
Crossroads Hardware	Materials	\$5.76	
Hawkins Water Treatment Group	Materials	\$110.00	
Grainger	Equipment	\$1,249.11	
Jack Doheny Co	Maint/Repairs	\$64.90	
Crossroads Hardware	Materials	\$20.03	
Hawkins Water Treatment	Materials	\$653.50	
American Electric Power	Utilities	\$398.59	

\$20,355.33

GRAND TOTAL

\$84,038.18

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

OTHER BUSINESS: Commissioner Abbuhl announced Perry Alexander from the Auditor of State Office is present in the meeting. Mr. Alexander stated he was in the area so he decided to join the meeting. Mr. Alexander added as a disclaimer that anytime any office or any elected official needs anything or any kind of help, to contact him, this is what we do as liaisons, connect the dots. If anyone needs anything documented and do not know where to go, just send them my way. Commissioner Abbuhl added that anything we do at the County level is a partnership with the State. I think we are all representing the same people. We appreciate you being here today.

RESOLUTION (842-2022) RECESS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to recess at 1:17 p.m., until 1:30 p.m. for the purpose of Recognition for the Auditor's Office.

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

Commissioner Abbuhl called the meeting out of recess at 1:30 p.m. and back into Regular Session, for the purpose of the Recognition for the Auditor's Office.

Discussion: Larry Lindberg, Auditor, and Joan Gladman from the Auditor's Office were present. Larry started by saying this award is for the 2020 Report, this is the 35th consecutive year Tuscarawas County has received the award. Tuscarawas County received the award for the first time in 1986 under Auditor John Beitzel and Steve Shearer was the person responsible like Joan Gladman is today.

Commissioner Abbuhl stated we are very fortunate to have the staff we have in charge of the Auditor's Office. We appreciate everyone being here today. The State level appreciates when you have staff at the local level that has the expertise and the financial background that we have here in Tuscarawas County.

Commissioner Landis congratulated Larry and Joan and the Auditor's Staff because 35 years in a row is beyond comprehension to do it year after year. Mr. Landis appreciates the communication and professionalism in the Auditor's Office. Any time I have had dealings with the Auditor's Office and staff, they go beyond the call of duty and treat everyone with respect.

Commissioner Metzger thanked Joan for helping out with this achievement, because this is great teamwork and you are part of that great team. Mr. Metzger has appreciated working with Larry over the last 17 years. "You have been extremely professional, great communication skills and it has been a great working relationship. Mr. Lindberg has always worked for the good of Tuscarawas County" stated Mr. Metzger.

Commissioner Abbuhl closed by stating the Auditor's Office not only does all the Audit work, but also allows time for others if there are questions from any office and they do not know the answer, the first person to call is Larry. The budget process is coming up, and Larry's office will be on speed-dial.

RESOLUTION (843-2022) RECOGNITION – COUNTY AUDITOR & STAFF – CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following resolution of recognition for the Tuscarawas County Auditor & Staff for receiving the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.



On behalf of Tuscarawas County, we would like to recognize Larry Lindberg, Tuscarawas County Auditor and his Staff, notably Joan Gladman, for once again receiving the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for Tuscarawas County's Comprehensive Annual Financial Report for the Fiscal Year Ending December 31, 2020.

The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Thank you for your due diligence in financial reporting.

Congratulations and thank you!
 The Tuscarawas County Board of Commissioners,
Chris Abbuhl
 Chris Abbuhl
Kerry Metzger
 Kerry Metzger
Al Landis
 Al Landis

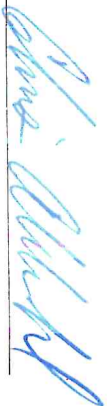
VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (844-2022) ADJOURN

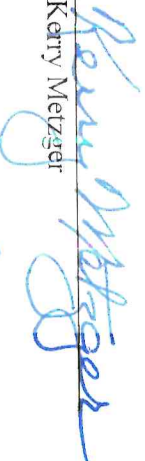
It was moved by Commissioner Metzger, seconded by Commissioner Landis, to adjourn at 1:39 p.m. to meet in Regular session Wednesday, the 12th day of October, 2022.

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



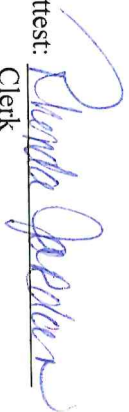
Chris Abbuhl



Kerry Metzger



Al Landis

Attest: 

Brenda Speck
Clerk