

February 6, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

2:15 p.m. Bob Baker w/HARCATUS Update

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (3)

Approve Transfer of Funds (1)

Approve Prisoner Agreements

Approve Dog & Kennel Report – January 2023

Approve Advertisement – Project #5-2023 – Bridge Deck Waterproofing & Paving

Authorize Procurement Process – CHIP Program

Authorize Architectural/Structural Evaluation Services – Norma Johnson Center Red Barn

Authorize Architectural/Structural Evaluation Services – Brandywine Center

Approve ARPA Grant – Tuscarawas County Park Department – Red Barn

Approve ARPA Grant – Tuscarawas County Park Department – Brandywine Grange

Approve change Order #1 – Port Washington Force Main Air Valve Replacement – Water & Sewer

Approve Investment Report – January 2023

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 6th DAY OF FEBRUARY, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Chris Abbuhl presiding.

The Lord's Prayer was said.
The Pledge of Allegiance was said.

RESOLUTION (115-2023) APPROVE MINUTES

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the minutes from the February 1, 2023 meeting as written.

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

RESOLUTION (116-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
YMCA of Western Stark County	JFS	\$3,013.48
Amazon	JFS	\$198.98

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

RESOLUTION (117-2023) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Treasurer's Office	E-1590-S076-S25	E-1590-S076-S14	\$1,465.00	Vicki McCreery retirement payout. Sick \$2,121.83 + \$3,707.40 *25%
Treasurer's Office	E-1590-S076-S25	E-1590-S276-S14	\$16.00	Vicki McCreery retirement payout. Longevity \$62.83 *25%
Treasurer's Office	E-0440-A018-A00	E-0050-A001-C02	\$4,380.00	Vicki McCreery retirement payout. \$2,121.83 Sick + \$3,707.40 vacation *75%
Treasurer's Office	E-0440-A018-A00	E-0050-A201-C02	50.00	Vicki McCreery retirement payout for longevity \$62.83 *75%
Sheriff's Office	E-1680-T012-T20	E-1680-T012-T07	\$7,500.00	State of Ohio required CPT for Law Enforcement Personnel

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

RESOLUTION (118-2023) TRANSFER OF FUNDS

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff's Office	E-0220-A006-A07	E-0220-A006-A08	\$7,500.00	OPOTA dorm is closed and hotel rooms and per diem is needed for trainings

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

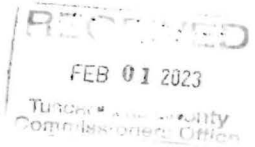
RESOLUTION (119-2023) REMOVE FROM AGENDA – PRISONER AGREEMENT

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to remove the heading "Prisoner Agreement" from the Agenda.

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

RESOLUTION (120-2023) DOG & KENNEL REPORT – JANUARY 2023

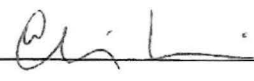
It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the Dog & Kennel Report for January, 2023 as submitted by Elizabeth Lewis, Facility & Adoption Specialist:



DOG & KENNEL MONTHLY REPORT

January 2023

1)	Total dogs picked up by Wardens (a+b)	23
	a. Owner requested pick up	0
	b. Strays picked up by Wardens	23
2)	Strays brought in by public	5
3)	Dogs brought to pound by owners	8
4)	Total dogs to Pound (1+2+3)	35
5)	Dogs adopted	9
6)	Dogs redeemed by owners	12
7)	Number of dogs euthanized	3 (PD=1, OR=2)
8)	Released to rescues	17
	a. Pull fees	\$ 60
9)	Pound fees	\$ 1326
10)	Pick up fees	\$ 360
11)	License fees	\$ 288
12)	Licenses sold on the road by Wardens	0
13)	Licenses sold at the Pound	18
14)	Complaints handled	69
15)	Citations issued	2
16)	Animal claims	0
17)	Mileage on trucks	
	F150 2022	Truck #1 1433.7
	F150 2021	Truck #2 1565.7
	F150 2017	Truck #3 0
		Total 2998.8

Submitted by: 

Euthanasia Key
 Q = Quarantine PD = Pound Dog
 OR = Owner Surrendered (either for health or aggression)

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

RESOLUTION (121-2023) ADVERTISE – BIDS – PROJECT #5-2023 – BRIDGE DECK WATERPROOFING & PAVING

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the advertisement for bids for Project #5-2023, Bridge Deck Waterproofing & Paving, as requested by Joe Bachman, Tuscarawas County Engineer.

ADVERTISEMENT FOR BIDS

Electronic bids will be opened at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663, **10:30 am on Wednesday, March 1, 2023** for the following project.

Plans, specifications and contract documents are available at <https://www.bidexpress.com/businesses/45470/home>.

Work will consist of furnishing all services, labor, materials and equipment necessary to perform work as per plans and specifications set forth by the Tuscarawas County Engineer. Specifically, the projects will consist of the following:

Project #5-2023 - Bridge Deck Waterproofing and Paving

-Furnish and install ODOT Item 512.08 Type 3 Membrane Waterproofing, primer and asphalt concrete on one (1) new precast concrete box beam bridge and one

(1) box culvert constructed by County Forces and three (3) existing bridges throughout the 2023 construction season.

Bids shall be in conformity with the Ohio Revised Code

The Tuscarawas County Commissioners reserve the right to reject any or all bids, and to waive any informalities or irregularities in the bids received.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

CHRIS ABBUHL
KRISTIN ZEMIS
GREG RESS

Attest: Rhonda Jordan, Clerk

Publish: The Times Reporter on **February 14, 2023**.
<https://www.co.tuscarawas.oh.us/engineer-project-materials/>

Detailed Bid Tabulations will be posted on above website upon award of bids.

NOTE: Tuscarawas County has implemented the Bid Express website, www.bidexpress.com, as the official depository for bid submittal.

In the case of disruption of communications or loss of services by Bid Express within two hours prior to the deadline for submission of bids, the county will delay the deadline for bid submissions to ensure the ability of potential bidders to submit bids. If this occurs, instructions will be communicated to potential bidders.

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

RESOLUTION (122-2023) AUTHORIZE PROCUREMENT PROCESS – ADVERTISE PUBLIC HEARINGS – PY 2023 COMMUNITY HOUSING IMPACT & PRESERVATION PROGRAM

It was moved by Commissioner Zemis, seconded by Commissioner Ress to authorize the procurement process for Administrative Services and the Advertisement of all public hearings in relation to the PY-2023 Community Housing Impact & Preservation Program (CHIP). The procurement process will include a direct advertisement in the local paper along with direct solicitation packets being mailed to various organizations, agencies or firms.

This resolution also authorizes the President and/or Vice President of the Board of Commissioners to sign any and all documents relating to the PY-2023 CHIP and the CHIP Fair Housing Component. This action is taken upon the recommendation of Scott S. Reynolds, Director for the Tuscarawas County Office of Community & Economic Development.

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

RESOLUTION (123-2023) AUTHORIZE CONTRACT – SCHEMATIC DESIGN PHASE – NORMA JOHNSON CENTER RED BARN PROJECT

It was moved by Commissioner Ress, seconded by Commissioner Zemis to authorize a contract in the amount of Fourteen Thousand Six Hundred Twenty Dollars (\$14,620.00) with John Patrick Picard Architect, Inc. to provide Architectural/Structural Evaluation Services for the Norma Johnson Center Red Barn. This Resolution also authorizes the President and/or Vice-president of the Board of Commissioners to sign all documents relating to the awarding and execution of said contract with John Patrick Picard Architect, Inc.



**JOHN PATRICK
PICARD
ARCHITECT INC.**

First North Building
50 North Avenue NE, Suite 102
Massillon, Ohio 44646
PHONE: (330) 471-9000

January 30, 2023

Mr. Scott Reynolds
Director
Tuscarawas County Office of Community and Economic Development
125 East High Avenue
Room #212
New Philadelphia, Ohio 44663

Reference: Architectural/Structural Evaluation Services Proposal for the Norma Johnson Center Red Barn Project

Dear Mr. Reynolds,

Thank you for the opportunity to offer my architectural and structural engineering services in the structural study and scope of repair work narrative for the renovation of the Norma Johnson Center Red Barn project. The schematic design services are an initial design phase that defines the general scope and conceptual design of the project including, documentation of existing conditions, scaled architectural plans/drawings that illustrate the planned renovations/development and outline material specifications and a preliminary project budget.

Architectural Services Include:

- Field measuring to verify and document existing conditions
- Structural evaluation of existing conditions
- Schematic design development and associated meetings
- Develop graphic and written scope of work documents for preliminary costing
- Development of projected cost of construction budget

Some of the documents required and included in this proposal are as follows:

- Schematic site plan
- Schematic floor plans
- Schematic exterior elevations
- Schematic building wall sections
- Schematic Structural repair design narrative



**JOHN PATRICK
PICARD
ARCHITECT INC.**

First North Building
50 North Avenue NE, Suite 102
Massillon, Ohio 44646
PHONE: (330) 471-9000

Architectural Service	\$ 10,620.00
Structural Engineering Narrative	\$ 3,000.00
Construction Estimate Budget Service	\$ 1,000.00

TOTAL COST OF SERVICE \$ 14,620.00

At the conclusion of the Schematic Design Phase, we will present a cost to complete the Construction Documents required for permits and construction, as well as full Construction Administration Services.

All services listed above and any services required beyond services listed are billed (monthly) at the firm's hourly rates as follows: A finance charge of 1-1/2% per month (18% per year) will be added to the unpaid balance after 30 days.

Architect.....	\$ 170.00/hr
Technical Staff.....	\$ 90.00/hr

Reimbursable: Cost shown above does not include reimbursable cost of printing, code related fees, etc. **Estimated At: \$ 500.00. No mark-up is applied to reimbursables.**

Printed and electronic copies of all documents will be provided to the Owner. The original documents remain the intellectual property of the Architect.

If this proposal meets with your approval, please sign and return one copy. This contract can be dissolved by either party with written consent by both parties and full payment for work completed up to the date of termination.

Thank you for the opportunity to offer my services.

Sincerely,

John Patrick Picard
John Patrick Picard Architect Inc.

Approval: Date: 2/6/2023

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

RESOLUTION (124-2023) AUTHORIZE CONTRACT – SCHEMATIC DESIGN PHASE – BRANDYWINE CENTER

It was moved by Commissioner Zemis, seconded by Commissioner Ress to authorize a contract in the amount of Eighteen Thousand Nine Hundred Forty Dollars (\$18,940.00) with John Patrick Picard Architect, Inc. to provide Architectural Schematic Design Services for the Brandywine Center. This Resolution also authorizes the President and/or Vice-president of the Board of Commissioners to sign all documents relating to the awarding and execution of said contract with John Patrick Picard Architect, Inc.



February 2, 2023

Mr. Scott Reynolds
Director
Tuscarawas County Office of Community and Economic Development
125 East High Avenue
Room #212
New Philadelphia, Ohio 44663

Reference: Architectural Schematic Design Services Proposal for the Brandywine Center

Dear Mr. Reynolds,

Thank you for the opportunity to offer my architectural schematic design services in the renovation of your Brandywine Center project located at 3645 Conservation Drive in Dover, Ohio 44622. The schematic design services are an initial design phase that defines the general scope and conceptual design of the project including, documentation of existing conditions, programming/needs study, building and zoning code evaluation, scaled architectural plans/drawings that illustrate the planned renovations/development and outline material specifications and a preliminary project budget.

Architectural Services Include:

- Field measuring to verify and document existing conditions
Evaluation of existing conditions
Building code review
Schematic design development and associated meetings
Develop graphic and written scope of work documents for preliminary costing
Development of projected cost of construction budget

Some of the documents required and included in this proposal are as follows:

- Schematic site plan and details
Storm water system schematic design narrative

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- General notes and outline specifications
Accessibility guidelines and details
Schematic floor plans
Schematic exterior elevations
Schematic building wall sections
Schematic reflective ceiling plans
Schematic finishes schedule
Schematic window schedule
Schematic door schedules
Code data
Schematic HVAC design narrative
Schematic plumbing design narrative
Schematic electrical design narrative

Table with 2 columns: Service Name and Amount. Includes Architectural Schematic Design and Document Service (\$10,140.00), Structural Engineering Service (Included), Hazardous Material Testing & Report (\$1,000.00), Civil Engineering Narrative (\$1,500.00), Plumbing Engineering Narrative (\$1,500.00), HVAC Engineering Narrative (\$1,500.00), Electrical Engineering Narrative (\$1,500.00), and Construction Estimate Budget Service (\$1,800.00).

TOTAL COST OF SERVICE \$ 18,940.00

At the conclusion of the Schematic Design Phase, we will present a cost to complete the Construction Documents required for permits and construction and provide full Construction Administration.

All services listed above and any services required beyond services listed are billed (monthly) at the firm's hourly rates as follows: A finance charge of 1-1/2% per month (18% per year) will be added to the unpaid balance after 30 days.

Architect.....\$ 170.00/hr
Technical Staff.....\$ 90.00/hr

Reimbursable: Cost shown above does not include reimbursable cost of printing, code related fees, etc. Estimated At: \$ 300.00. No mark-up is applied to reimbursables.

Printed and electronic copies of all documents will be provided to the Owner. The original documents remain the intellectual property of the Architect.

If this proposal meets with your approval, please sign and return one copy. This contract can be dissolved by either party with written consent by both parties and full payment for work completed up to the date of termination.

Thank you for the opportunity to offer my services.

Sincerely,



John Patrick Picard
John Patrick Picard Architect Inc.

Approval:  Date: 2/6/2023

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

Discussion: Robert Baker, HARCATUS President, was in attendance to introduce himself to the new Commissioners. The Vice President is Commissioner Chris Modranski from Carroll County, Secretary is Bryan Bartimus from Harrison County and the Treasurer is Elmer Leeper from Tuscarawas County.

Recently, HARCATUS bought four SUV vehicles for Early Head Start and Regular Head Start. The Senior Nutrition Program has moved to 3rd Street in New Philadelphia. The HEAP program has also moved to Anola Street in Dover.

RESOLUTION (125-2023) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY PARK DEPARTMENT – RED BARN

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Park Department – Red Barn in the amount of \$350,000.00:

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 BOARD OF COMMISSIONERS, OHIO**, a local government entity in and of the State of Ohio ("County"), and the **TUSCARAWAS COUNTY PARKS DEPARTMENT**, a department of the County ("Recipient Department"). Recipient Department is 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, to the Recipient Department to assist with remediating 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 Fifty Thousand Dollars and Zero Cents (\$350,000); 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 Parks 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 fifty thousand dollars (\$350,000) ("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 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 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 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 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 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 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. 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 8. 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 9. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION.

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 10. POLITICAL CONTRIBUTIONS.

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

ARTICLE 11. 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 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 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 12. 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. 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 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 PROJECT COORDINATOR

By: Scott S. Reynolds

Print Name: Scott S. Reynolds

Its: Proj. Coordinator

TUSCARAWAS COUNTY, OHIO

Meghan D. Ducek
County Consultant

Date 1/23/23

APPROVED AS TO FORM AND CORRECTNESS:

Kristina W. Beard
Prosecuting Attorney

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

February 6, 2023

Journal 86 Pg. 327

Christa Alford
Commissioner of Tuscarawas County

Date 2/6/2023

Kristina Zemis
Commissioner of Tuscarawas County

Date 2/6/23

Greg Ross
Commissioner of Tuscarawas County

Date 2/6/23

EXHIBIT A

PROJECT ACTIVITIES

The Christian Pershing barn was accepted by the National Register of Historic Places in 1992. It was deemed significant due to being "an outstanding example of distinctive barn type known as the Pennsylvania German or Sweitzer barn." The barn has recently been deemed unsafe. This project will fund Phase 1 of the necessary safety updates so the building can once again be utilized to host community programs such as outdoor education programs, workshops, festivals, guided hikes, and more. The scope of work consists of the following:

- Address safety concerns and ensure longevity of structure
- Correct lean and repair corner posts
- Seal structure from bats and rodents
- Replace hazardous flooring
- Remove non-original "fixes" from structure
- Create accessible access to structure
- Add finished concrete floor to lower level

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:

- Address safety concerns and ensure longevity of structure
- Correct lean and repair corner posts
- Seal structure from bats and rodents
- Replace hazardous flooring
- Remove non-original "fixes" from structure
- Create accessible access to structure
- Add finished concrete floor to lower level

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
INTERNAL PROJECT EXPENSE FORM
Department Name:
Project ID:
PROJECT TRACKING REPORT
Vendor Name, Invoice Date, Invoice Number, PO Number, Sub-Allocations Form ID or N/A, Amount, Procurement Method, Approved by Proc.
Total
Certification: As a representative of the commission, I certify, on the day of the execution of this report, that the information reported herein is true and correct and that the funds reported herein have been used for the purposes and conditions as detailed in the Project Agreement for this grant.

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

RESOLUTION (126-2023) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY PARK DEPARTMENT – BRANDYWINE GRANGE

It was moved by Commissioner , seconded by Commissioner , to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Park Department – Brandywine Grange in the amount of \$400,000.00:

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 BOARD OF COMMISSIONERS, a local government entity in and of the State of Ohio ("County"), and the TUSCARAWAS COUNTY PARKS DEPARTMENT, a department of the County ("Recipient Board"). Recipient Board is 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, to the Recipient Board to assist with remediating 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 Four Hundred Thousand Dollars and Zero Cents (\$400,000); 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 1. RECIPIENT BOARD.

Tuscarawas County Parks Department.

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, 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 four hundred thousand dollars (\$400,000) ("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 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, 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 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. 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 wage requirements. Recipient Board 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 Board shall allow County to inspect applicable, confidential records.
- 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 8. 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 9. 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 10. POLITICAL CONTRIBUTIONS.

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

ARTICLE 11. 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 and as often as County 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, and any of their designees, all of its Records related to this Agreement. Recipient Board 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 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 12. 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 between the party's self-interest and this agreement or public interest in any manner or degree. Recipient Board 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 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 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 PROJECT COORDINATOR

By: Scott S. Reynolds
Print Name: Scott S. Reynolds
Its: Proj. Coordinator

TUSCARAWAS COUNTY, OHIO

Meghan Neudt
County Consultant
Date: 1/23/23

APPROVED AS TO FORM AND CORRECTNESS:

Kevin M. Beard
Prosecuting Attorney

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

February 6, 2023

Journal 86 Pg. 333

Chris Alford
Commissioner of Tuscarawas County
Date: 2/6/2023

Justin Zennis
Commissioner of Tuscarawas County
Date: 2/6/23

Shag Ron
Commissioner of Tuscarawas County
Date: 2/6/23

EXHIBIT A

PROJECT ACTIVITIES

Tuscarawas County has received land donated by the Soil and Water Conservation District (SWCD) which contains a facility that will be utilized as the Park Department Office. This project will bring the facility (which is not currently in use) to current standards and ADA compliance.

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 Board's application, the County Grant may only be used for the following purposes:

- Upgrades to the current facility to meet safety standards and ADA compliance

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
INTERNAL PROJECT EXPENSES FORM

Request Number: _____
Project ID: _____

PROJECT TRACKING REPORT

Invoice Number	Invoice Date (MM/DD/YYYY)	Invoice Number	PO Number	Date Awaiting Action (FY or YTD)	Amount	Payment Method	Approved to Pay
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
Total							

Is this the final project payment? YES NO

Are all payments in accordance with approved Project Agreement? YES NO

Have all invoices been paid? YES NO

Project: Area of Interest	
Amount: All paid, Remaining	
Amount: Expended from	0.00
Amount: Awaiting Review	0.00

CERTIFICATION: As a duly authorized representative of the recipient, I certify, for the benefit of the American Rescue Plan Act of 2021, that the above information is true and correct and that the recipient agrees with the official accounting records of the recipient.

Name: _____ Title: _____
Signature: _____ Date: _____

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

RESOLUTION (127-2023) CHANGE ORDER #1 – PORT WASHINGTON FORCE MAIN AIR VALVE REPLACEMENT – WATER & SEWER

It was moved by Commissioner , seconded by Commissioner , to approve the following change order #1 for the Port Washington Force Main Air Valve Replacement Project, in the total amount of \$0.00, changing the original contract amount of \$153,639.95 to \$153,639.95, as requested by Mike Jones, Sanitary Engineer.

CHANGE ORDER NO.: 1

Owner: Tuscarawas County Commissioners Owner's Project No.:
 Engineer: Tuscarawas County Sanitary Engineer Engineer's Project No.: PW-21-01
 Contractor: Kinsey Excavating & Trucking LLC Contractor's Project No.:
 Project: Port Washington Force Main Air Valve Replacement Project
 Contract Name: N/A
 Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Extension of contract times due to extensive material lead times.

Attachments:

None

Change In Contract Price		Change In Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 153,639.95		Substantial Completion:	2/26/2023
		Ready for final payment:	3/28/2023
{Increase} {Decrease} from previously approved Change Orders No. 1 to No. {Number of previous Change Order}: N/A		{Increase} {Decrease} from previously approved Change Orders No. 1 to No. {Number of previous Change Order}: N/A	
\$ N/A		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 153,639.95		Substantial Completion:	2/26/2023
		Ready for final payment:	3/28/2023
Increase this Change Order:		Increase this Change Order:	
\$ 0.00		Substantial Completion:	3/27/2023
		Ready for final payment:	4/27/2023
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 153,639.95		Substantial Completion:	3/27/2023
		Ready for final payment:	4/27/2023

Recommended by Engineer (if required)	Accepted by Contractor
By: <u>Mike Jones</u>	<u>Bobi Klusey</u>
Title: <u>Director/Sanitary Engineer</u>	<u>President</u>
Date: <u>2/2/2023</u>	<u>2/2/23</u>
Authorized by Owner	Approved by Funding Agency (if applicable)
By: <u>Chris Abuhl</u>	
Title: <u>President</u>	
Date: <u>2/6/2023</u>	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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 and American Society of Civil Engineers. All rights reserved.
 Page 1 of 1

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

RESOLUTION (128-2023) TREASURER'S INVESTMENTS (January 2023)

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the Treasurer's Investments for January, 2023 as submitted by Jeff Mamarella, County Treasurer.

Jeffery S. Mamarella
Tuscarawas County Treasurer
 P.O. Box 250
 New Philadelphia, OH 44663
 Phone (330) 365-3254 • Fax (330) 365-3259

February 3, 2023

Tuscarawas County Commissioners
 125 East High Avenue
 New Philadelphia, OH 44663

Commissioners:

As provided by Section 135.35(L)(5) of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of **January, 2023**.

January Depository and Investment income received is: \$284,949.75. This brings the cumulative interest total as of January 31st to \$284,949.75. The estimated investment income for 2023 is \$2,300,000.

Monthly Investment Total = \$95,723,598.84

Balance in Checking Acct. – JPMorgan Chase \$7,467,294.44 Huntington \$1,155,367.24

.....
 cc: Tuscarawas County Auditor, Prosecutor, Clerk of Courts, Recorder

Discussion: *Commissioner Abbuhl stated January Depository Investment Income was \$284,949.75, which brings the Total Cumulative Amount to \$284,949.75. The estimated income for 2023 is \$2.3 million. If this continues at this rate, we will surpass the \$2.3 million estimated amount.*

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

RESOLUTION (129-2023) PAY BILLS

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

Meeting Date - February 6, 2023

911			
Agile Networks	Services	\$1,240.00	\$1,240.00
Auditor			
Treasurer, State of Ohio	Audit Fee	\$1,522.50	\$1,522.50
Clerk of Courts			
First Federal	Service	\$53.00	
Tusc Co Commissioners	Supplies	\$1,455.72	
Tusc Co Commissioners	Supplies	\$3,067.41	
			\$4,576.13
Commissioners			
Brandywine Valley Development	Royalty Sharing	\$166.25	
Buckeye Power Sales Co Inc	Repair	\$781.83	
Charter Communications	Services	\$168.98	
Dan Rummes	Parts Reimbursement	\$40.11	
Dawson Security/Home Automation	Service	\$75.00	
Distillata Co	Supplies	\$375.00	
First Stop Signs	Bldg Signage Upgrade	\$2,636.00	
First Stop Signs	Supplies	\$60.00	
Frontier			

Gardiner	Qtrly Maint Agreement	\$6,640.50	
Go Shred	Services	\$426.00	
Go Shred	Services	\$59.00	
Hanhart Agency Inc	Bond	\$44.00	
Hanhart Agency Inc	Bond	\$56.00	
Kelly Sky Abbuhl	Part Reimbursement	\$12.80	
MNJ Technologies	Equipment/Juv-Probate	\$3,948.00	
Schoenbrunn Landscaping	Lawn Program 2023	\$190.62	
Sherwin Williams	Supplies	\$65.91	
Sherwin Williams	Supplies	\$41.99	
Sherwin Williams	Supplies	\$204.95	
Tusc Co Soil Conservation	2nd Grant Distribution-		
	2023	\$42,436.00	
Tuscarawas Insurance Agency	Bond	\$125.00	
Tuscarawas Insurance Agency	Bond	\$125.00	
			\$58,748.64
Common Pleas			
Hilscher-Clarke Electric Co Inc	Services	\$855.00	
OWBA	Membership Renewal	\$50.00	
			\$905.00
Coroner			
Cathern S. Clark	Travel Reimbursement	\$153.62	
			\$153.62
Dog & Kennel			
Graphic Enterprises	Fuel	\$114.07	
Humble Creatures Vet Clinic	Services	\$138.00	
Scott's Lawn Care	Services	\$95.00	
Scott's Lawn Care	Services	\$155.00	
Staley Technologies	Services	\$60.00	
Tusc Co Sheriff's Office	Fuel	\$1,090.85	
			\$1,652.92
Engineer			
Gemstone Gas & Welding Supplies	Supplies	\$186.85	
Joe Bachman	Travel Reimbursement	\$611.93	
Joe Bachman	Travel Reimbursement	\$103.87	
Liniform	Services	\$201.40	
Ohio Cat	Equipment	\$146,919.11	
Summers Rubber Co	Repairs/Parts	\$607.12	
			\$148,630.28
JFS			
Michael & April McKelvey	FP Travel Reimbursement	\$23.40	
			\$23.40
Juvenile/Probate			
Interpreters XP LLC	Services	\$353.60	
Staples	Supplies	\$252.95	
Staples	Supplies	\$24.99	
Total First Aid	Supplies	\$79.65	
TRACO Business Systems	Supplies	\$102.45	
Verizon Wireless	Services	\$108.94	
Williams Toyota Lift	Repair	\$247.97	
Williams Toyota Lift	Supplies	\$687.60	
Williams Toyota Lift	Supplies	\$49.76	
Williams Toyota Lift	Repair	\$94.03	
			\$2,001.94
Law Library			
Kresge Law Libr/Univ.of Notre Dame	Orall Yrly Dues	\$40.00	
			\$40.00

Park		
AEP Ohio	Electric Utility	\$138.59
AEP Ohio	Electric Utility	\$163.75
AEP Ohio	Electric Utility	\$46.00
CLP Services	Services	\$110.00
Yoders Small Engines LLC	Supplies	\$12.00
		\$470.34
Recorder		
Ohio Recorders Association	Membership Dues	\$2,571.32
		\$2,571.32
Sheriff		
AED Superstore	Supplies	\$128.00
Bernard Food Industries	Supplies	\$650.16
Dominion Energy Ohio	Gas Utility	\$4,084.66
Erwin Septic Service LLC	Services	\$340.00
Fisher Auto Parts	Supplies	\$126.39
Fisher Auto Parts	Supplies	\$11.97
Jones Family Dentistry	Services	\$50.00
Legal Liability Risk Mgmt Inst	Training	\$175.00
Mastercard	Travel Reimbursement	\$704.60
Radiology Associates of Canton	Services	\$183.66
Sherwin Williams	Supplies	\$194.16
Terminix Commercial	Services	\$1,515.72
US Bank Equipment Finance	Copier Contracts	\$557.93
Verizon Wireless	Services	\$1,555.56
Wadsworth Service	Repairs	\$1,183.00
		\$11,460.81
Southern District		
Verizon Wireless	Services	\$141.54
		\$141.54
Treasurer		
County Treasurers Association	2023 Membership Dues	\$2,587.24
		\$2,587.24
Veterans		
Boyd's Mower & Repair	Services	\$230.00
Charter Communications	Services	\$229.11
Columbus Marriott Northwest	Travel Expenses	\$366.00
ComDoc Inc	Copies	\$3.72
Crystal Springs Water Co LLC	Services & Supplies	\$65.00
Independence Business Supply	Supplies	\$12.00
MNJ Technologies	Equipment	\$96.00
PinMart	Supplies	\$2,190.00
Pitney Bowes Global Financial Services	Contract Fee	\$151.56
		\$3,343.39
Water & Sewer		
AEP	Electric Utility	\$71.29
AEP	Electric Utility	\$155.27
Crossroads Hardware	Materials	\$28.06
Frontier	Services	\$66.42
Frontier	Service	\$64.40
Frontier	Service	\$55.51
Frontier	Service	\$54.56
Frontier	Service	\$51.31
Hillvard Ohio	Supplies	\$316.64

Iron Mountain	Services	\$245.94	
Kinsey Excavating	Repairs	\$4,969.72	
Lowe's	Materials	\$134.00	
Lowe's	Equipment	\$94.98	
Lowe's	Materials	\$594.05	
NCTWater	Services	\$1,102.44	
NCTWater	Services	\$7,625.70	
Stony Point Supply	Materials	\$117.44	
Stony Point Supply	Materials	\$67.40	
			\$16,134.34
		GRAND	
		TOTAL	\$256,203.41

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

OTHER BUSINESS: *There is a bill from Job & Family Services (JFS) that needs to be paid as well. JFS was not able to get it to us before the noon deadline yesterday.*

RESOLUTION (130-2023) PAY BILL

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve payment for the following bill:

Boarding Home Payroll \$27,602.00

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

Commissioner Ress inquired as to whether we usually use local contractors or out of town ones? Commissioner Abbuhl stated we can and have used local contractors and vendors in the past, however, we also have other vendors and contractors from outside the county that apply. Often times, decisions are made on recommendations from those who went through the review process of the bids for contracts and bring their recommendations before the Board.

Commissioner Ress stated he would like to use local when we can.


Commissioner Zemis stated as long as the company meets the bid requirements or the ARPA requirements. It is often incumbent of us to rely on the people with the expertise because they are better at determining which bids are the best. It is always important to shop at home.

RESOLUTION (131-2023) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to adjourn at 2:24 p.m. to meet in Regular session Wednesday, the 8th day of February, 2023.

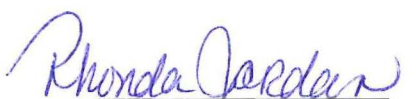
VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.


 Chris Abbuhl


 Kristin Zemis


 Greg Ress


 Attest: Rhonda Jordan, Clerk