

May 23, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

9:15 a.m. *Eagle Scout Recognition – Garrett Thomas – Strasburg High School*
9:30 a.m. *Xavier Pittman Recognition – Computer Networking - BCC*

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (3)

Approve Transfer of Funds (2)

Approve Out of County Travel - HR

Approve – H2OHIO Grant Agreement – OEPA – Water & Sewer

Declare Obsolete – Plantronics Headset – Commissioners

Re-Appoint – ADAMHS Board – Mark Murphy

Approve Credit Card Policy – Commissioners
Approve Procurement Card Policy - Commissioners

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 23RD DAY OF MAY, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Al Landis

Commissioner Chris Abbuhl presiding.

NOTE: Commissioner Kerry Metzger was absent.

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

RESOLUTION (446-2022) APPROVE THE READING OF THE MINUTES

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the minutes from the May 18, 2022 meeting as written.

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

RESOLUTION (447-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Lowe's	JFS	\$134.74

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

RESOLUTION (448-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	E0440-A018-A00	E0130-A002-C28	\$6,000.00	Juvenile Court advertising/printing
Community Corrections	S64-S20	S64-S05	\$10,000.00	Annual renewal of case management system and other reoccurring contract services
Community Corrections	T32-T99	T32-T02	\$550.00	Cover costs of program supplies for drug court (workbooks)

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

RESOLUTION (449-2022) TRANSFER OF FUNDS

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Maintenance	A004-B18	A004-B12	\$3,018.80	New benches and picnic tables for courtyard
Auditor's Office	E-1175-J000-J12	E-1175-J000-J18	\$1,000.00	Upgrade server OS for GIS web server

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

RESOLUTION (450-2022) OUT OF COUNTY TRAVEL – HR

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Kris Lowdermilk, HR Manager:

DATE: June 14, 2022
LOCATION: Columbus, OH
ATTENDEES: Kris Lowdermilk
USING COUNTY VEHICLE: No (220 miles for \$132.00)
EXPENSE: Approximately \$0.00
REASON: PERC semi-annual trustees meeting

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

RESOLUTION (451-2022) – APPROVE - H2OHIO DIRECT ASSISTANCE PWS STANDARD GRANT AGREEMENT - OHIO ENVIRONMENTAL PROTECTION AGENCY

It was moved by Commissioner Landis, and seconded by Commissioner Abbuhl, to approve the foregoing resolution:

WHEREAS, Tuscarawas County has applied to the Ohio Environmental Protection Agency (“OEPA”) for direct assistance through the H2Ohio fund for the purpose of meeting OEPA’s new Lead Service Line Inventory and Mapping requirements for the Wilshire Hills Public Water System; and

WHEREAS, OEPA has reviewed Tuscarawas County's application and has determined to be eligible for funding and up to \$32,800 can be reimbursed upon completion of the project.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners, Tuscarawas County, Ohio

Section 1 – The above referenced Agreement between Tuscarawas County and the Ohio Environmental Protection Agency is hereby approved.

Section 2 – The President of the Board is hereby authorized to execute the Agreement as the Authorized Official for Tuscarawas County.

Section 3 – It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

This Resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, Special Counsel.

Ohio Environmental Protection Agency

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the "Effective Date" by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the **TCMSD Wilkshire Hills PWS**, its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Lead Service Line Inventory and Mapping Program**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. **WHEREAS** ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee's Lead Service Line Inventory and Mapping Program** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, "Eligible Project/Program Costs" may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$32,800.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. **Grant Award.** The Director hereby awards to the **Grantee** a Grant not to exceed **\$32,800.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "**Exhibit 1**" for the **Work Activities** for eligible expenditures for the project/ program activities related to the identification, mapping, and integration of service line information into the

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public water systems asset management program that the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid prior to the effective date of the grant agreement will not be reimbursed pursuant to this agreement.

- A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
 - B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
 - C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "Exhibit 1" and fully incorporated herein.
 - D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "Exhibit 1" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
 - E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.
- ii. **Grant Method of Disbursement and Release of Fund.** The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee may submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant

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award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the effective date of this Grant Agreement.

- B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
 - C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
 - D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **\$32,800.00**.
 - E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.
- III. **Changes to Project or Method of Disbursement.** Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.
- IV. **Grantee's Representations.** Grantee agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. Grantee also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. Grantee accepts such performance as an essential element of this Agreement.
- V. **Nondiscrimination.** The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color, religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The Grantee shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

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- VI. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- VII. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- VIII. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IX. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- X. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- XI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement, including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.
- XII. It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The **Grantee** certifies that neither the **Grantee** nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- XIII. **Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
- XIV. **Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.

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XV. Project Phase and Fiscal Reports.

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the mapping of service lines, which shall include the most current and up to date Lead maps, and identification of lead service lines, integration into a GIS platform, compilation of LSL inventory, and incorporation of service lines into the public water systems' asset management program for future service line replacement planning.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

XVI. Final Reports.

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics demonstrating the mapping of service lines, which shall include the most current and up to date Lead maps, and identification of lead service lines, integration into a GIS platform, compilation of LSL inventory, and incorporation of service lines into the public water systems asset management program for future service line replacement planning.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall: (i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's** fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

XVII. Grantor Right to Audit. Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

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- XVIII. **Records.** Grantee shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.
- XIX. The Grantee shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. Grantee shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The Grantee will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The Ohio EPA shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XX. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the Grantee without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XXI. The Grantee by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) Grantee is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XXII. The Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XXIII. The Grantee affirmatively represents and warrants to Ohio EPA that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The Grantee affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.

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- XXIV.** The Ohio EPA shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement and any grant-related expenditures made prior to the effective date of the Grant Agreement will not be reimbursed.
- XXV.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXVI.** **Indemnity.** **Grantee** agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the **Project/Program**, including any acts or omissions of **Grantee**. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by **Grantee** in carrying out the activities pursuant to this Agreement.
- XXVII.** **Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXVIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the **Grantee**, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIX.** The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.
- XXX.** **Termination.** Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty-five (45) days of **project/program** completion or receiving notification of any termination of the grant or program.

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Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Grantee agrees to pay the Ohio EPA all costs the Ohio EPA incurs for delinquent collections by the Attorney General's office.

XXXI. Notices. All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Sean Stephenson, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW_LSL_Map_Grant@epa.ohio.gov

XXXII. Grant Funds Not Expended: If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire project/program, or until all obligations of the Grantee under this Agreement have been fully satisfied, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: TCMSD-Wilshire Hill PWS

Award: \$32,800.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

Signed:  Date: 5/23/2022
Authorized Official:

Ohio Environmental Protection Agency

OHIO ENVIRONMENTAL PROTECTION AGENCY

BY: _____
Laurie A. Stevenson
Director, Ohio EPA

DATE: _____

Discussion: *Commissioner Landis thanked Sanitary Engineer, Michael Jones for overseeing all of the operations and funding.*

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

RESOLUTION (452-2022) OBSOLETE PROPERTY – SWITCHBOARD HEADSET - COMMISSIONERS

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

- Plantronics C054 Headset

The items will be disposed of in accordance to ORC.

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

RESOLUTION (453-2022) APPOINT - ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD (ADAMHS) – MARK MURPHY

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the re-appointment of Mark Murphy to the Alcohol, Drug Addiction and Mental Health Services Board (ADAMHS). The term will begin July 1, 2022 and end on June 30, 2026.

Discussion: *Commissioner Landis stated he appreciates Mr. Murphy stepping up to serve on the ADAMHS Board especially with the mental illness and addiction issues the community faces. Commissioner Abbuhl added Mr. Murphy is the Superintendent of Tusky Valley Schools and does a fantastic job.*

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

RESOLUTION (454-2022) APPROVE CREDIT CARD POLICY

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the Credit Card Policy as written.

Credit Card Policy Tuscarawas County Commissioners

INTRODUCTION

The Tuscarawas County Commissioners recognizes the value of an efficient method of payment and recordkeeping for certain expenses. Therefore, the Tuscarawas County Commissioners permits employees to use county credit cards for the purchase of goods provided the procedures are followed.

CREDIT CARD PROCEDURES

1. Credit card(s) can only be used for official county business.
2. Credit card(s) can only be used by designated employees who have received authorization.
3. There will only be one (1) credit card issued unless otherwise authorized by the Tuscarawas County Commissioners.
4. The Administrative Assistant shall retain credit card(s) in a secured location when not in use.
5. The maximum limit on any credit card will not exceed \$2,000.00.
6. Employees, including appointing authorities, can charge *only the following* work-related expenses to the credit card:
 - Food
 - Transportation
 - Gas & oil (only for vehicles the county owns or leases)
 - Motor vehicle repair and maintenance
 - Telephone
 - Lodging

- Internet service providers
 - Expenses for children temporarily in the care of a public children services agency
 - Webinar expenses
 - Purchase of automatic or electronic data processing or record-keeping equipment, software, or services if the county has established an automatic data processing board. The purchases must comply with Ohio Rev. Code §§ 307.84 to 307.847 and shall not exceed ten thousand dollars per quarter unless approved by county resolution.
7. Credit card expenses cannot exceed appropriations.
 8. Authorized purchase orders must be obtained prior to use of credit card(s).
 9. Payments exceeding authorized card policy limits can be approved after the fact. However, if the over expenditure is not approved, the cardholder or office/department and surety are liable.
 10. Detailed receipts must be obtained when using credit card(s) and provided to the Administrative Assistant. If the Administrative Assistant is making the purchase, detailed receipts will be reviewed by the Executive Assistant.
 11. Once receipts are submitted the Administrative Assistant shall review the items purchased as reflected on the receipts and the purchased items themselves to be certain that:
 - a) Only county-related purchases were made.
 - b) The items purchased were actually received.
 12. Employees may be held liable for charges if receipts are lost or not provided to the Administrative Assistant.
 13. In the event credit card(s) cannot be located or are determined to be stolen, employee(s) must contact the credit card company immediately to cancel credit card(s) and must notify the Administrative Assistant in writing regarding the same.
 14. Any employee utilizing credit card(s) inappropriately or without proper authorization will be subjected to disciplinary action, which can include financial reimbursement, revocation of credit card(s) privileges and/or possible criminal charges.
 15. Offices/Departments shall receive Commissioners' approval prior to paying any late fees, penalties, or interest/finance charges as a result of using the credit card.
 16. Employee(s) authorized to utilize credit card(s) will sign a copy of this policy prior to use of credit card(s).

List of Individuals Authorized to Use Credit Card:

Chris Abbuhl	Dan Rummes
Al Landis	Nathan Colletti
Kerry Metzger	Jesse Rothacher
Jane Clay	Marsha Freeland
Crystal DiGenova	Craig Howell
Kelly Sky Abbuhl	Kris Lowdermilk

Chris Abbuhl 5/23/2022
Signature of Tuscarawas County Commissioner and Date

Al Landis 5/23/2022
Signature of Tuscarawas County Commissioner and Date

Kerry Metzger - absent 5/23/2022
Signature of Tuscarawas County Commissioner and Date

Discussion: *Jane Clay, Executive Assistant, stated the only change to the policy was adding Nathan Colletti to the list of authorized users.*

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

RESOLUTION (455-2022) PROCUREMENT CARD POLICY – COMMISSIONERS

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following Commissioners' updated Procurement Card Policy:

Procurement Card Policy Tuscarawas County Commissioners

INTRODUCTION

Procurement cards are designed to make purchases directly from specified vendors in a manner that accelerates payment, expedites delivery of goods, reduces paperwork and processing time, and helps set and control purchasing limits. Examples of procurement cards are as follows: Walmart, Menards, Lowe's and Staples. Therefore, the Tuscarawas County Commissioners permits employees to use county procurement cards for the purchase of goods provided the procedures are followed;

PROCUREMENT CARD PROCEDURES

1. Procurement card(s) can only be used for official county business.
2. Procurement card(s) can only be used by designated employees who have received authorization.
3. Procurement cards shall not be used to avoid or to bypass the competitive bid requirements of O.R.C. 307.86.
4. The Administrative Assistant shall retain procurement card(s) in a secured location when not in use.
5. The individual procurement cards are subject to the following maximum limits as determined by the Board of Commissioners:

➤ Card Limit:	\$5,000
➤ Daily Spending per Card:	\$5,000
➤ Monthly Spending per Card:	\$5,000
➤ Single Transaction Limit	\$5,000
➤ Daily Number of Transactions per Card:	5
➤ Monthly Number of Transactions per Card:	20
6. Employees, including appointing authorities, can charge *only the following* work-related expenses to the procurement card:
 - Supplies and Materials including Food and Clothing
 - Equipment including Furniture
7. Procurement card expenses cannot exceed appropriations.
8. Authorized purchase orders must be obtained prior to use of procurement card(s).
9. Payments exceeding authorized card policy limits can be approved after the fact. However, if the over expenditure is not approved, the cardholder or office/department and surety are liable.
10. Detailed receipts must be obtained when using procurement card(s) and provided to the Administrative Assistant. If the Administrative Assistant is making the purchase, detailed receipts will be reviewed by the Executive Assistant.

- 11. Once receipts are submitted the Administrative Assistant shall review the items purchased as reflected on the receipts and the purchased items themselves to be certain that:
 - a) Only county-related purchases were made.
 - b) The items purchased were actually received.
- 12. Employees may be held liable for charges if receipts are lost or not provided to the Administrative Assistant.
- 13. In the event procurement card(s) cannot be located or are determined to be stolen, employee(s) must contact the procurement card company immediately to cancel procurement card(s) and must notify the Administrative Assistant in writing regarding the same.
- 14. Any employee utilizing procurement card(s) inappropriately or without proper authorization will be subjected to disciplinary action, which can include financial reimbursement, revocation of procurement card(s) privileges and/or possible criminal charges.
- 15. Offices/Departments shall receive Commissioners' approval prior to paying any late fees, penalties, or interest/finance charges as a result of using the procurement card.
- 16. Employee(s) authorized to utilize procurement card(s) will sign a copy of this policy prior to use of procurement card(s).

List of Individuals Authorized to Use Procurement Card:

List of Individuals Authorized to Use Credit Card:

- Chris Abbuhl
- Al Landis
- Kerry Metzger
- Jane Clay
- Crystal DiGenova
- Kelly Sky Abbuhl
- Daniel Rummes
- Nathan Colletti
- Jesse Rothacher
- Craig Howell
- Marsha Freeland
- Kris Lowdermilk

Chris Abbuhl 5/23/2022

Signature of Tuscarawas County Commissioner and Date

Al Landis 5/23/2022

Signature of Tuscarawas County Commissioner and Date

Kerry Metzger - absent 5/23/2022

Signature of Tuscarawas County Commissioner and Date

Discussion: Jane Clay, Executive Assistant, stated the only change is adding Nathan Colletti as an authorized user.

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

RESOLUTION (456-2022)

PAY BILLS

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

Meeting Date 05/23/2022

911

APCO International	Training/Recertifications	\$107.91	
Frontline Public Safety	Annual Maintenance	\$3,150.00	
Staples	Supplies	\$89.12	
			\$3,347.03

American Rescue Plan Act

Copley Ohio Newspapers	ARPA RFQ Legal Ad	\$137.16	
			\$137.16

Auditor

Harris Computer Systems	Support Services	\$2,646.82	
			\$2,646.82

Child Support

CBTS	Service	\$649.11	
Verizon Wireless	Broadband Wireless	\$80.22	
American Electric Power	Service	\$1,534.45	
OH CSEA Director's Association	Registration	\$75.00	
OH CSEA Director's Association	CLEAR Fee	\$129.64	
			\$2,468.42

Clerk of Courts

Tusc Co Commissioners	Cost Allocation	\$38,270.00	
Software Computer Group	Service	\$39.99	
Jodi Fouts	Travel	\$122.10	
Jeanne Stephen	Travel	\$116.93	
			\$38,549.02

Commissioners

American Electric Power	Service	\$22.56	
American Electric Power	Service	\$4,620.32	
Pitney Bowes	Supplies	\$645.96	
Copley Ohio Newspapers	Legal Ad	\$51.14	
Dawson Security	Security Upgrade	\$2,016.00	
Dawson Security	Security Upgrade	\$3,764.00	
Frontier	Service	\$598.00	
Menards	Supplies	\$66.33	
BA Widder Architectural Services	Architect Services	\$764.31	
Mike's Body Shop	Cruiser Repair/Ins	\$2,147.62	
Mike's Body Shop	Cruiser Repair/Ins	\$3,347.74	
Tuscora Electric	Supplies	\$67.48	
			\$18,111.46

Community Corrections

Tusc Co Sheriff's Office	Fuel	\$338.20	
Parkway Ford	Vehicle Maintenance	\$947.54	
			\$1,285.74

Coroner

Axis Forensic Toxicology	Tox Screens	\$3,280.00	
Smith Livery Service	Body Removals	\$2,198.00	
			\$5,478.00

Dog Pound

Oak Pointe Vet Care	Supplies	\$258.14	
Action Now	Pest Control	\$37.00	
Humble Creatures	Medical Care	\$385.00	
			\$680.14

Human Resources

Harris Local Government	Uniface & Payroll License	\$40.33	
Harris Local Government	Uniface & Payroll License	\$140.29	
			\$180.62
Juvenile/Probate			
Traco Business Systems	Supplies	\$96.90	
Verizon	Service	\$146.55	
			\$243.45
Law Library			
Stark County Bar Association	Notary Materials	\$59.90	
-			\$59.90
Park Department			
Homer Unkefer Inc	Kubota RTV	\$16,700.00	
BA Widder Architectural Services	Architect Services	\$325.82	
Menards	Supplies	\$129.94	
Piedmont Gas	Service	\$65.84	
			\$17,221.60
Sheriff			
First Communications	Long Distance	\$76.60	
Pro-Tech Security Sales	DTF/Pole Camera System	\$8,125.00	
Miller & Co	Porta Potty Rental	\$95.00	
Diamond Drugs	Inmate Medical Treatment	\$5,850.18	
Union Hospital	Inmate Medical Treatment	\$148.87	
ProCore Power Equipment	Mower Supplies	\$36.99	
G & L Supply	Supplies	\$438.61	
Legal & Liability Risk Management	Training	\$550.00	
Capital Tire	Cruiser Repairs	\$523.10	
Buckeye State Sheriff's Assoc	Lifesaving Award	\$4.56	
MNJ Technologies	Monitor	\$320.00	
			\$16,168.91
Veterans			
Xerox Financial Services	Lease	\$188.75	
The Pearl Coffee Co	Office Coffee	\$52.52	
Crystal Springs	Office Water & Cooler Rental	\$48.00	
			\$289.27
Water & Sewer			
Stony Point Supply	Materials	\$375.00	
Frontier	Service	\$43.53	
Mission Communications	Contract Services	\$718.80	
Stony Point Supply	Materials	\$44.55	
Miller's Clothing	Materials	\$371.95	
ProCore Power Equipment	Equipment	\$1,129.00	
Mission Communications	Contract Services	\$5,475.60	
Holdsworth Welding Service	Contract Services	\$1,968.00	
World Fuel Services	Fuel	\$1,959.18	
World Fuel Services	Fuel	\$1,891.19	
Copley Ohio Newspapers	SOQ Legal Ad	\$92.28	
SAL Chemical	Materials	\$751.42	
			\$14,820.50
	GRAND TOTAL		\$121,688.04

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

Discussion: Commissioner Abbuhl stated there were two members from Strasburg Boy Scout Troop 72 that have earned their Eagle Scout award. Garrett Thomas who is here today and the other is Rory Chismar who will be here at a later date. Garrett Thomas introduced the guests who were in attendance with him; Strasburg High School Principal, Kevin McDougal, along with Garrett's parents Josh and Nancy Thomas. Garrett has been in scouts since he was in kindergarten. Mr. Thomas' Eagle Scout Project was rebuilding the brick pillars at the entrance of the Grandview Cemetery. The pillars have been there since the founding of the cemetery, they were crumbling and falling apart. Mr. Thomas, with the help of his cousin, father and other boy scouts were able to tear down the old pillars and re-build them. There will be a placard placed there for dedication.

Mr. McDougal added the character and integrity that Garrett has gained through his years of going through Boy Scouts is evident in the hallways of Strasburg every day. Garrett is a respected individual who promotes school culture whether it be in the music programs or classroom. The school is very proud of him.

Mrs. Thomas stated she is beyond proud of her son and very thankful for the Boy Scouts of America and also the local Boy Scout Troop in Strasburg with Troop Leader, Jim Hill. Mr. Hill volunteers his time to help these boys build the character and commitment they need for life-long achievement.

Commissioner Landis thanked Garrett for his efforts, dedication and commitment. It is a privilege when an Eagle Scout comes to a meeting because they are rare. The Eagle Scout title is an honor that Mr. Thomas will carry with him through life. Mr. Landis asked Garrett what his plans were after school. Garrett stated he wants to attend OSU for Physics and become a gun designer.

Commissioner Abbuhl thanked everyone for coming in and read the recognition certificate.

RECOGNITION

Garrett Thomas for Attaining the Rank of Eagle Scout

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

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

WHEREAS, it is estimated that in 2019, young men performing their Eagle Scout projects provided \$218.1 million worth of service to communities throughout the United States; and

WHEREAS, Garrett Thomas, from Boy Scout Troop 72 in Strasburg, Ohio, oversaw and organized the rebuilding of the brick columns at the entrance of the Grandview Union Cemetery.

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

WHEREAS, Garrett Thomas is a member of the Strasburg baseball team, plays electric guitar, and plays trombone in the marching band. Garrett is also a member of the National Honor Society and has earned varsity letters for both band and academics.

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




 Chris Abbuhl

 Kerry Metzger

 Al Landis

Discussion: *Commissioner Abbuhl announced Xavier Pittman is a Junior at Claymont High School and attends Buckeye Career Center (BCC) as well. Xavier won first place in Computer Networking at the Business Professionals of America National Leadership Conference in Texas. The field of computers is ever-changing and is always going to need young minds like Xavier's to continue to upgrade technology further into the electronic age.*

Mr. Pittman introduced Bill Alexander, Computer Tech./Network Systems teacher at BCC and stated Mr. Alexander is one of the people who has gotten Mr. Pittman where he is today. He could not have done any of this without Mr. Alexander's guidance. Mr. Pittman stated getting to National's was a lot studying, learning new things and finding a comfort zone. Mr. Pittman learns best with the hands-on approach so he can be in control and poking at things to see what they do.

Julie Brinkman, Assistant Principal at BCC, stated she recognized the face of Xavier, but he did not spend any time in her office! Mrs. Brinkman said the purpose of BCC is to put quality students to work in the communities or further their educations in college. All of the students belong to Student Organization and Xavier's organization is Business Professionals of America (BPA). Mr. Alexander takes a group of students every year to Regionals, State and Nationals. Mr. Pittman rose to the top very quickly and BCC is very proud of him and his accomplishments.

Shyanne Carroll, Public Relations Coordinator at BCC, pops in to classes and takes pictures of the students. Mr. Alexander's students are not always happy to see Ms. Carroll in there taking pictures, but will smile if she asks them too. Ms. Carroll wanted to personally congratulate Mr. Pittman and all of the other students who went to Nationals as well. A national champion is very exciting and BCC tries very hard to make their students career and college ready.

Commissioner Landis stated he is so pleased to have Mr. Pittman in the meeting and to have met him. Mr. Pittman has humbleness, self-confidence, and problem-solving abilities. Mr. Landis asked Mr. Pittman what his best quality or attribute was to make him a national champion? Mr. Pittman replied he is able to work very quickly. The final part of the competition was finding information and putting it down. It was essentially typing, reading, typing, figuring out where to look and knowing where to go for information. It is all about being able to work quickly, handle the pressure well and where to look. Commissioner Landis added Mr. Pittman can do all of the above, but he can also comprehend and that is an amazing skill to have at such a young age.

Mr. Alexander added that Xavier is very curious and has positioned himself well for the future. Not only has he won a national award, he has also earned two professional industry credentials this year in CompTia A+ and Network +. By the time he graduates he will have a few more. He will make a company proud.

Commissioner Abbuhl read recognition.

**RESOLUTION (457-2022) RECOGNITION – FIRST PLACE – COMPUTER NETWORKING-
XAVIER PITTMAN**

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following resolution recognizing Xavier Pittman for winning first place in Computer Networking at the Business Professionals of America National Leadership Conference.


CONGRATULATIONS

Xavier Pittman


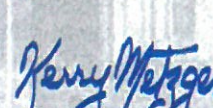

On behalf of Tuscarawas County Commissioners, we would like to extend to you a very big **CONGRATULATIONS ON WINNING FIRST PLACE IN COMPUTER NETWORKING!!**

You are an inspiration to Tuscarawas County, Claymont High School, Buckeye Career Center and have made your community very *proud!* Not only did you represent your county and your community at the *Business Professionals of America National Leadership Conference*, but also the state of Ohio.

You have proven yourself to be a very strong individual and leader. Words cannot express how proud of you we are. We want to wish you all the best for your future.



The Tuscarawas County Board of Commissioners, on behalf of the entire Tuscarawas County community, we congratulate you!


Chris Abbuhl
 
Kerry Metzger
 
Al Landis

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

RESOLUTION (458-2022) ADJOURN

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to adjourn at 9:38 a.m. to meet in Regular session Wednesday, the 25th day of May, 2022

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



Al Landis

Attest:

Clerk

