

Agenda

Lord's Prayer
Pledge of Allegiance

2:15 p.m. Samantha Frye Recognition – Owner of Rosalie's Restaurant
2:30 p.m. Times Reporter Recognitions – Jon Baker, Nancy Molner, Andrew Dolph & Times Reporter
2:45 p.m. Marla Akridge, Executive Director, TCEDC – Update on Appalachia Digital Accelerator Grants
3:00 p.m. Bid Opening – Multi Use Building – OCED

Approve Minutes 5-31-23

Approve Before/After Expenditures

Approve Supplemental Appropriation (6)

Approve Flood Plain Development Permit – Altimate Construction, LLC

Remove From Table – Approving Promotion W & S
Approve Promotion – Operations Specialist – W & S

Approve Dog & Kennel Report – May 2023

Update Prevention, Retention & Contingency Plan – JFS

Approve Community Corrections Grant Agreement

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 5th DAY OF JUNE, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Kristin Zemis presiding.

NOTE: Commissioner Abbuhl was absent due to family emergency.

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

RESOLUTION (463-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the minutes from the May 31, 2023 meeting as written.

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

RESOLUTION (464-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Miller's Clothing & Shoes	Maintenance	\$629.42

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

RESOLUTION (465-2023) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
OCED	E-1670-T011-T20	E-1670-T011-T11	\$10.01	Needed to cover BWC charges for 2023
Commissioners	E-0440-A018-A00	E-0410-A818-A16	\$15,000.00	Needed to meet the 2023 agreed upon funding level
Commissioners	E-0440-A018-A00	E-0010-A001-A15	\$295.00	Line item was insufficiently budgeted
Commissioners	E-0440-A018-A00	E-0240-A006-C08	\$4.94	Line item was insufficiently budgeted
Commissioners	E-0440-A018-A00	E-0210-A004-B22	\$40.88	Line item was insufficiently budgeted
Dog Pound	E-1000-B000-B15	E-1000-B000-B09	\$31.72	Line item was insufficiently budgeted
Juvenile Court	E-1700-T022-T20	E-1700-T022-T05	\$175.33	Needed to cover 2023 BWC charges
Law Library	E-1411-S020-S99	E-1411-S020-S04	\$22.35	Cover next payment for worker's comp

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

DISCUSSION: Lee Finley, Flood Plain Coordinator, was present to advise this is just a fill in project to raise the ground above the flood plain.

RESOLUTION (466-2023) FLOOD PLAIN DEVELOPMENT PERMIT – ALTIMATE CONSTRUCTION LLC

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the Floodplain Development Permit to fill an area N of SR 39, from driveway to floodway, to raise elevation to/above 881 MSL for future by Altimate Construction, LLC as submitted by Lee Carl Finley, Floodplain Coordinator.

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

Date: 05/31/2023 # 2023-005

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

Permission is hereby granted to Allen Yoder, Altimate Construction, LLC
 for to fill an area N of SR 39, from driveway to floodway, to raise elev to above 881 MSL, for future construction in Dover Twp
 located at 2602 SR 39 NW, Dover Ohio

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

Estimated Cost \$ 15,000 +/- Elevation of Property 880.5 Ft. (msl)

This information contained in Permit Application Number 2023-005 as well any drawings and plans for development that were submitted to this office are hereby embodied as part of this permit.

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

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

Reviewed by: Lee Carl Finley 5/31/2023
 Tuscarawas SWCF Floodplain Coordinator Date

Approved by: Chris Abbuhl 6/5/2023
 Commissioner Date

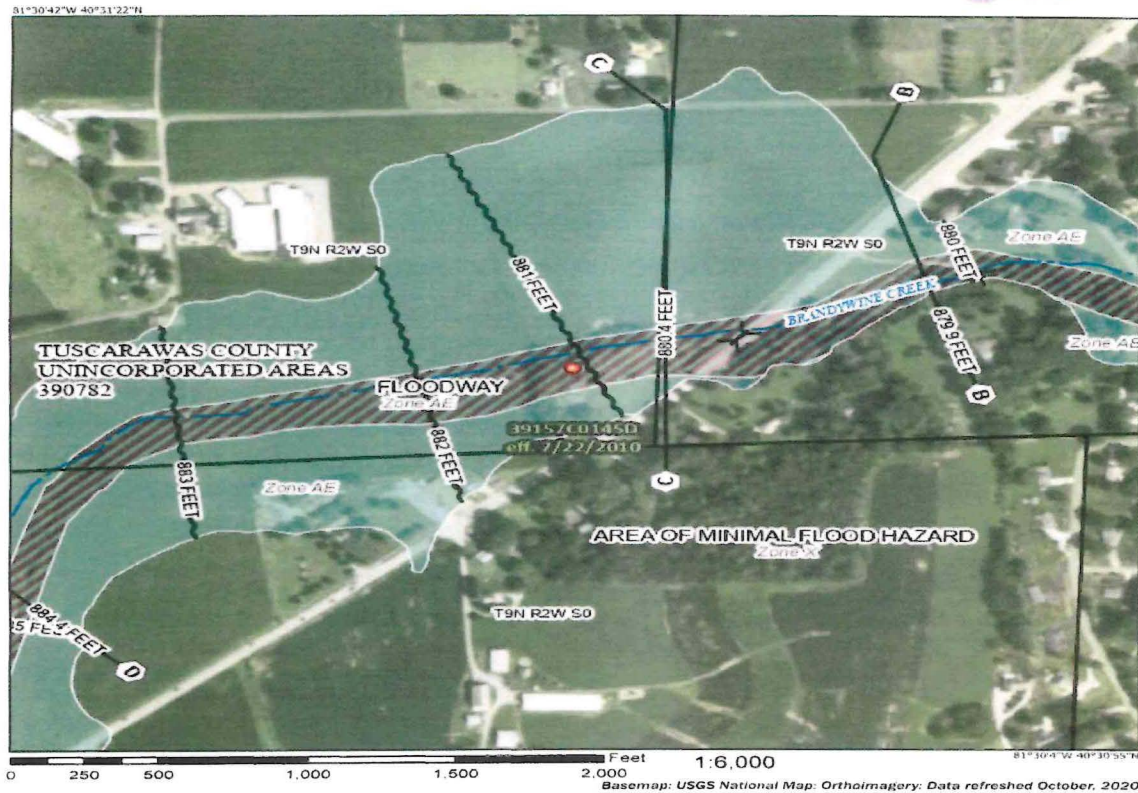
Kristin Zemis 6/5/23
 Commissioner Date

Greg Ress 6/5/23
 Commissioner Date

NOTICE: Tuscarawas County is not responsible for any third-party claims, within or outside the designated Floodplain Hazard Areas, that result from reliance on the Flood Damage Prevention Resolution #502-2010 or any administrative decisions lawfully made thereunder. The property Owner/Developer is required to procure and make available to the public an inspection document that certifies the Floodplain development project mentioned above is installed according to the approved development plan.

COMMENTS:
 --Fill is to be used only in areas mapped as AE on the FIRM. Floodway is to be marked on site prior to filling.
 --Once filling is complete, a Letter of Map Amendment (LOMA) is to be filed with FEMA if area is to be removed from Floodplain. Please submit approved copy to this office if obtained.
 --If fill is placed in floodway, fill will need to be removed, or an FIRM study will need to be submitted to this office

Floodplain Development Permit Tuscarawas SWCF revised: 16 June 2022 (c/f)



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

RESOLUTION (467-2023) REMOVE FROM TABLE – APPROVING PROMOTION – W & S

It was moved by Commissioner Ress, seconded by Commissioner Zemis to remove from the table the resolution for Approving Promotion for Water & Sewer given that additional information was given.

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

RESOLUTION (468-2023) APPROVE PROMOTION – OPERATIONS SPECIALIST

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

WHEREAS, Michael Jones, Director/Sanitary Engineer, has recommended the promotion of Blake Foust to the position of Operations Specialist at the Tuscarawas County Metropolitan Sewer District; and

WHEREAS, Blake Foust has been determined by the Board of Commissioners, to meet the minimum qualifications established for the classification of Operations Specialist; and

WHEREAS, the position of Operations Specialist is in the classification series established in the Collective Bargaining Agreement between the Tuscarawas County Metropolitan Sewer District and AFSCME Ohio Council 8, Local 2308, Sub-Local 1 (“Agreement”); and

THEREFORE, be it resolved that Blake Foust shall be promoted to the position of Operations Specialist. The effective date of the promotion is May 8, 2023 at the rate of \$21.40 per hour in accordance with the Agreement.

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

RESOLUTION (469-2023) DOG & KENNEL REPORT – MAY 2023

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

DOG & KENNEL MONTHLY REPORT

May 2023



Table with 17 rows of dog and kennel statistics for May 2023, including categories like 'Total dogs picked up by Wardens', 'Dogs adopted', and 'Mileage on trucks'.

Submitted by: [Signature]

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

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

RESOLUTION (470-2023) UPDATE PREVENTION, RETENTION & CONTINGENCY PLAN

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following updates to the Tuscarawas County Prevention, Retention and Contingency, (PRC) Plan: Effective July 1, 2023:

MEMORANDUM

DATE: June 1, 2023
TO: Tuscarawas County Commissioners
FROM: David W. Haverfield, Director TCJFS
SUBJECT: Prevention, Retention and Contingency (PRC) Plan

The Tuscarawas County Prevention, Retention and Contingency (PRC) Plan is being updated. We are requesting the following changes be made to the Prevention, Retention and Contingency Plan effective July 1, 2023:

Addition of Rent Expenses – page 25

- a. Includes both monthly rent and monthly mortgage expenses.
- b. No court ordered eviction will be necessary.
- c. Household must have income to sustain the housing on an ongoing basis.
- d. Will not include deposit for a new residence.
- e. Monthly maximum payment of \$1,000 is established.
- f. Maximum payment of \$3,000 in a consecutive five-year period.

Addition of Utility Expenses – page 26

- a. Includes expenses for gas, electric, water, sewer and other heating sources.
- b. Only expenses for current residence are considered.
- c. No disconnect notice will be necessary.
- d. Monthly maximum of \$500 per episode of need is established.
- e. Maximum payment of \$1,500 in a consecutive five-year period.

Addition of Driver’s Education Training Expenses – page 25

- a. Eligibility exists for young adults at age 15.5 years.
- b. Maximum of \$500 per eligible child is paid directly to the vendor of applicant’s choice.

Clarification of Temporary Absence Verbiage – page 03

- a. Addition of verbiage to indicate a court ordered removal is required.
- b. Addition of verbiage that monthly eligibility depends on case plan progress as reported by PCSA.



Removal of Verbiage to Require Three Written Estimates for Expenses – various pages

- a. Replaced three written estimates requirement with verbiage to allow the agency to review all expenses for reasonable cost and appropriateness.

The Planning Committee was emailed the updated version of the PRC Plan and the Amendment on May 15, 2023. This plan was presented at the meeting and all responses received from the meeting and email notice were in favor of the updated plan.

As such, we are now requesting Commissioner approval.

Approved by Resolution:

Chris Abbuhl - Absent
 Commissioner Chris Abbuhl

 Commissioner Kristin Zemis

 Commissioner Greg Ress

6-5-23
 Date
 6/6/23
 Date
 6/6/23
 Date



Prevention, Retention, and Contingency (PRC)

Prepared By Tuscarawas County Job & Family Services
11-01-99

- Revised 05/01/2014
- Revised 04/01/2015
- Revised 03/23/2016
- Revised 09/01/2016
- Revised 10/01/2017
- Revised 03/11/2019
- Revised 10/01/2019
- Revised 04/01/2020
- Revised 07/01/2020
- Revised 05/01/2021
- Revised 10/01/2021
- Revised 05/01/2023
- Revised 07/01/2023

Prevention Services: Designed to divert families from ongoing cash assistance by providing short term, non-assistance.

Retention Services: Provided to assist an employed member of the family in maintaining employment.

Contingency Services: Provided to meet an emergent need which, if not met, threatens the safety, health or well-being of one or more family members.

LIST OF SERVICES & BENEFITS
Effective July 1, 2023

SERVICE OR BENEFIT	CAP	ASSISTANCE GROUP	ECONOMIC NEED STANDARD	TARGETED GROUP
<p><u>GED Incentive Payment</u></p> <p>Application must be received within 90 days of receiving valid GED certification.</p>	<p>One-time payment of \$200 for each eligible applicant.</p> <p>GED incentive is limited to availability of funding</p>	<p>Parents with minor children</p> <p>Specified relatives with minor children</p> <p>Non-custodial parents</p>	<p>200% Federal Poverty Level (FPL) or determined eligible for OWF, SNAP, or a Medicaid program with income limit of 200% FPL or lower.</p>	<p>Un-employed and underemployed needy families.</p> <p>This service promotes TANF purpose #2</p>
<p><u>Adult Vocational Certification Incentive</u></p> <p>One-time payment to any adult obtaining a certificate for successful completion of a full/part time adult education program at any vocational education institution. Application must be completed, certificate presented at time of application and within 90 days of receipt.</p>	<p>\$300 once per lifetime limit, per adult for any full time course or \$100 for any part time course (full time or part time status is determined by the school).</p> <p>Adult vocational certification incentive is limited to availability of funding</p>	<p>Families with eligible children.</p>	<p>200% FPL or approved for other assistance programs such as OWF, SNAP or a Medicaid category with income limit of 200% FPL or lower</p>	<p>Unemployed and Underemployed households</p> <p>This service promotes TANF Purpose #2</p>
<p><u>Driver's Education</u></p> <p>For young adults at age 15-5 years.</p> <p>Choice of educational institution is at the discretion of the applicant.</p>	<p>Maximum of \$500 per eligible child will be paid directly to the vendor.</p>	<p>Parents with minor children</p> <p>Specified relatives with minor children</p> <p>Legal guardians or legal custodians with minor children</p>	<p>200% Federal Poverty Level (FPL) or determined eligible for OWF, SNAP, or a Medicaid program with an income limit of 200% FPL or lower</p>	<p>Children of needy families who are at least 15-5 years of age and eligible to attend.</p> <p>This service promotes TANF purpose #1</p>
<p><u>Shelter Assistance</u></p> <p>Will include monthly rent or mortgage expenses</p> <p>No court ordered eviction is necessary.</p> <p>Household must have income to sustain ongoing costs</p> <p>Does not include expenses for the <i>deposit</i> on a new residence.</p>	<p>Maximum of \$1,000 per month expense not to exceed total CAP of \$3,000 for a five year period.</p>	<p>Parents with minor children</p> <p>Specified relatives with minor children</p> <p>Legal guardians or legal custodians with minor children</p>	<p>200% Federal Poverty Level (FPL) or determined eligible for OWF, SNAP, or a Medicaid program with an income limit of 200% FPL or lower.</p>	<p>Unemployed and under-employed needy families, legal guardians and specified relatives of minor children with sustainable income to maintain ongoing needs</p> <p>This service promotes TANF purpose #1</p>

LIST OF SERVICES & BENEFITS
Effective July 1, 2023

SERVICE OR BENEFIT	CAP	ASSISTANCE GROUP	ECONOMIC NEED STANDARD	TARGETED GROUP
<p>Utility Assistance</p> <p>Includes expenses for gas, electric, water/sewer or any other heating source</p> <p>Will not include payment for any expenses outside of current residence and must be for use at current residence, therefore, past bills for new connection service will not be covered</p> <p>Disconnect Notice is not required for this service.</p> <p>If request is for a heating or cooling source, a HEAP denial or other notice that services have been exhausted is required.</p> <p>Household must have income to sustain ongoing costs.</p>	<p>Maximum of \$500 per episode of need not to exceed total CAP of \$1,500 for a five year period.</p>	<p>Parents with minor children</p> <p>specified relatives with minor children</p> <p>Legal guardians or legal custodians with minor children</p>	<p>200% Federal Poverty Level (FPL) or determined eligible for OWE, SNAP, or a Medicaid program with an income limit of 200% FPL or lower</p>	<p>Unemployed and under-employed needy families, legal guardians and specified relatives of minor children with sustainable income to maintain ongoing needs</p> <p>This service promotes IANI purpose #1</p>

LIST OF SERVICES & BENEFITS
Effective July 1, 2023

legal guardian, or legal custodian. A minor child is defined as an individual who is under 18 years of age (in school or not) or an individual who is 18 years of age but not yet 19 and is a full-time student in a secondary school (or in the equivalent level of vocational or technical training). A non-custodial parent may receive PRC if he/she has had, at least, 20 hours per week of employment, not averaged, for at least 6 of the past 12 months, has established a court-ordered child support obligation, and has made demonstrated efforts to comply with any court-orders relative to their child support obligation. Demonstrated efforts are defined as the ordered amount of support paid, in at least the last 4 of 6 months in the immediate, preceding 12-month period. For non-custodial parents residing in Tuscarawas County, the service requested must be in the name of the person who is the non-custodial parent. The child of the non-custodial parent must also be a Tuscarawas County resident to be eligible.

A minor child may be "temporarily absent" from the home and the assistance group may still qualify for PRC. During this temporary period, the child is considered to be residing with the parent, specified relative, legal guardian, or legal custodian. "Temporary absence" has the same meaning for PRC as it does for OWF, in accordance with ORC section 5107.10 and OAC 5101:1-3-04. The absence of a member of the assistance group is temporary when the following criteria are met:

- The AG member has been absent for no longer than 45 consecutive days (see next paragraph if the child has been removed by PCSA).
- The location of the AG member is known.
- There is a definite plan set for the return of the absent AG member to the home.
- The absent child shared the home with the assistance group before the onset of the absence.

Rule 5101:1-3-04 also sets forth exception to the requirement that the assistance group member be absent for no longer than 45 consecutive days. Most relevant to PRC is the situation where a child is removed, by court order, from the home by the public children services agency (PCSA), if the agency indicated that there is a reunification plan to return the child to the home within the first six months. Services in these cases will only be provided through PRC for the first six months and monthly eligibility depends upon case plan progress as reported by the PCSA worker

There may be other members in the household who may or may not be related to the minor child/pregnant individual who may significantly enhance the assistance group's ability to achieve economic self-sufficiency; however, these other members may not affect the PRC eligibility of the applicant. Who to include in the PRC

3

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

RESOLUTION (471-2023) AGREEMENT – COMMUNITY CORRECTIONS GRANT AGREEMENT

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following Community Corrections Grant Agreement for PY 2024/2025 with the Bureau of Community Sanctions:

**OHIO DEPARTMENT OF REHABILITATION AND
CORRECTION**

COMMUNITY CORRECTIONS GRANT
AGREEMENT

THIS GRANT AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at 4545 Fisher Road, Suite D, Columbus, Ohio and Tuscarawas County Court of Common Pleas Adult Probation Department (hereinafter referred to as "Grantee"), located at 125 East High Avenue New Philadelphia, OH 44663. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

WHEREAS, the Grantee has submitted a grant application to the Grantor;

WHEREAS, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code ("ORC"), to determine and award grants to assist local governments in community-based law enforcement services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows.

1. **Term:** This Agreement is effective as of the date indicated on the grant approval letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on **June 30, 2025**. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
2. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services set forth in the attached exhibit(s) CCA Exhibit A, TCAP Exhibit B, PSG Exhibit C.
3. **Program Evaluation:** Pursuant to R.C. 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Grantee is achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor, intake and termination data for each individual being served. The Grantee shall maintain internet access for the data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and termination data at intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
 - B. Bi-annual and final expenditure reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph C of OAC 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The final report shall include financial information for expenditures that relate to services for the entire grant period and is due by **February 15, 2026**.

- 5) That the Public Authority shall appoint a prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the prevailing wage coordinator are incorporated herein;
 - a) Set up and maintain files containing all contractor's and subcontractor's payroll reports.
 - b) Maintain a list of pay dates.
 - c) Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor.
 - 1) If the project is to exceed four months all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
 - 2) If the project is to last less than four months, all reports are to be filed weekly after the initial report.
 - d) Monitor compliance with the Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are being complied with.
 - e) At the completion of the project, the Wage Coordinator is to require an affidavit of compliance from each contractor. An affidavit must be sworn to and notarized.
 - f) The coordinator is to report any non-compliance to the Director of the Department of Industrial Relations in writing.
- 6) The PUBLIC AUTHORITY shall notify the CONTRACTOR and the CONTRACTOR shall notify each subcontractor of the identity of the Prevailing Wage Coordinator
- 7) That upon notice by the Prevailing Wage Coordinator or the Department of Industrial Relations to the CONTRACTOR of a failure by a contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (C), the CONTRACTOR shall take such steps as are necessary to cause the contractor, subcontractor or other persons to comply.
- 8) That, upon notice to the PUBLIC AUTHORITY by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor, the PUBLIC AUTHORITY shall withhold any further payments to the CONTRACTOR on this project.
- 9) The CONTRACTOR shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
- 10) The CONTRACTOR shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself and subcontractors.

- C. Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in administering the grant program. Failure to comply with any of these report requirements or other instructions or requests for relevant information by the Grantee may result in the withholding of Funds until such time as Grantee so complies.
4. **Funding:** During the term of this agreement, Grantor shall provide funding as set forth in the attached exhibits. The total amount of funding for this agreement is **\$1,167,900.00**.
5. **Termination and Reduction of Funds:** Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, **June 30, 2025**. Upon termination, Grantee shall refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to the Grantee. Grantee shall have ten (10) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

Furthermore, the Funds may be reduced, or this Agreement terminated by the Grantor if either or both of the following circumstances apply:

- A. The quality and extent of the Program Services has materially changed from the level proposed in the Grantee's grant application;
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.
6. **Staffing:** None of the persons who will staff and operate the Program Services, including those who receive a portion or the entirety of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
7. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
8. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
9. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the guidelines in the attached exhibits. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

10. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, including RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.
11. **Extension of Expenditure Period:** Expenditure period is 30 months. Grantor may extend the expenditure period if a large amount of funds remain unspent at the end of the fiscal year due to unforeseeable circumstances. Unforeseeable circumstances include, but is not limited to, insurrection, riots, statewide health emergencies or depleted work force that is not caused by either party. Extension of the expenditure period will be communicated in a manner determined by Grantor.
12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise 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 said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

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 incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine 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 the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval" letter that such Funds are available to Grantee.

16. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
17. **Drug Free Workplace:** 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.
18. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions RC 3517.13 are in full compliance.
19. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
20. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
21. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
22. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
23. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
24. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
25. **Execution:** This Agreement is not binding upon Grantor unless executed in full.
26. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli

Roger Wilson

Christopher Galli, Chief
Bureau of Community Sanctions

Roger Wilson, Deputy Director
Division of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

Chris Abbuhl; Absent

County Commissioner Date

County Executive Date

Kristin Zennis 6/5/23

County Commissioner Date

Meg Ross 6/5/23

County Commissioner Date

Mayor/City Manager Date

COMMUNITY CORRECTIONS ACT 2.0 GRANT

EXHIBIT A

1. **Purpose:** The Grantor is authorized pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

2. **Funding:** The Grantor awards to the Grantee a maximum amount of **Two Hundred Fifty Eight Thousand Four Hundred Eight Dollars and Zero Cents dollars (\$258,408.00)** (hereinafter referred to as "Funds"), to be paid in quarterly installments for the period beginning with the effective date of this agreement and ending **June 30, 2025**, subject to the terms and conditions of this agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended.

Program's tax identification number is 34-600-2853.

Fiscal Agency designated to act on behalf of the Grantee:

Agency Name: Tuscarawas County Auditor

Agency Contact: Larry Lindberg

3. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for services provided by the Grantee. Grant funding shall be expended for Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue funds to the Grantee, pursuant to the process set forth in paragraph D of OAC 5120:1-5-07.

4. **Program Services:** The Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.

5. **Pre-Sentence Investigation (PSI) Services:** If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:
 - a. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).

- b. All completed PSI reports must be emailed, within 30 days of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
6. **Program Reporting:** The Grantee shall prepare and submit to the Grantor the following reports:
- A. **Expenditure Reporting:** Expenditure reports shall be completed in accordance with the CCA 2.0 Grant Financial guidelines.
 - 1. **Expenditure Report:** Bi-annual expenditure reports shall be completed in Intelligrants by the Grantee and submitted thirty (30) days after the end of each bi-annual period per the CCA 2.0 financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
 - 2. **Final Expenditure Report:** The final expenditure report shall be completed in intelligrants, reporting all grant funds expended during the grant period. The final expenditure report shall be submitted by **February 15, 2026**.
 - B. **Performance Reporting:** Performance reports shall be completed in accordance with the ODRC Community Corrections grant manual.
 - 1. **Performance Reports:** Bi-annual performance reports shall be completed in Intelligrants by the Grantee and submitted thirty (30) days after the end of each bi-annual period per the ODRC Community Corrections grant manual. Performance reports shall indicate the measurable progress made toward achieving the established performance outcomes/goals approved in the FY24/25 grant application. The established performance-based standards for subsidized community corrections act programs are in accordance with OAC 5120:1-5-08.

The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services.
7. **Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision probation deviation cap shall be ten percent during the term of this Agreement and if said cap is impermissibly exceeded then Funds shall be reduced.

TARGETED COMMUNITY ALTERNATIVES TO PRISON GRANT

EXHIBIT B

1. Purpose: The Targeted Community Alternatives to Prison (TCAP) grant provides funds to a participating county that signs an Memorandum of understanding (MOU) pursuant to R.C. 5149.38 that individuals sentenced by the court for a felony of the fifth degree or a felony of the fifth or fourth degree shall not serve the term in an institution under the control of the department of rehabilitation and correction, but instead shall serve the sentence as a term of local confinement in a facility of a type described in division C or D of R.C. 2929.34.

2. Funding: The Grantor awards to the Grantee a maximum amount of Five Hundred Forty Four Thousand Three Hundred Eighty Eight Dollars and Zero Cents dollars (\$544,388.00) (hereinafter referred to as "Funds"), to be paid in quarterly installments for the period beginning with the effective date of this agreement and ending June 30, 2025, subject to the terms and conditions of this agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds

Program's tax identification number is 34-600-2853.

Fiscal Agency designated to act on behalf of the Grantee:

Agency Name: Tuscarawas County Auditor

Agency Contact: Larry Lindberg

3. Program Services: As a recipient of Funds available through the Community Non-Residential Programs Subsidy, during the term of this Agreement, Grantee specifically acknowledges its obligation to implement and be responsible for the program services set forth in Grantee's Memorandum of Understanding (MOU), incorporated herein by reference. The MOU was created by Grantee in response to Grantor's Targeted Community Alternatives to Prison (T-CAP) solicitation. The Grantee is permitted to revise program services in its sole discretion so long as they follow the grant fiscal guidelines.

4. Program Reporting: The Grantee shall prepare and submit to the Grantor the following reports:

A. Expenditures: Expenditure reports shall be completed in accordance with the TCAP Grant Financial guidelines.

1. Bi-annual Expenditure Report: The bi-annual expenditure reports shall be completed in Intelligrants submitted thirty (30) days after the end of each bi-annual period per the TCAP financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.

2. Final Expenditure Report: The final expenditure report shall be completed in intelligrants, reporting all grant funds expended during the grant period. The final expenditure report shall be submitted by February 15, 2026.

PROBATION SERVICES GRANT

EXHIBIT C

1. **Purpose:** Pursuant to RC 2301.32, as amended by H.B. 166, 133rd General Assembly, the Grantor is authorized to offer a Probation Services Grant (PSG) to provide a county funding for probation services in lieu of an agreement for the Grantor to establish and operate full community control supervision services for individuals under community control within its jurisdiction, provided that the general assembly has appropriated sufficient funds for that purpose. Grantee herein accepts funds in lieu of the Grantor providing community control services.
2. **Funding:** The Grantor awards to the Grantee a maximum amount of **Three Hundred Sixty Five Thousand One Hundred Four Dollars and Zero Cents dollars (\$365,104.00)** (hereinafter referred to as "Funds"), to be paid in quarterly installments for the period beginning with the effective date of this agreement and ending **June 30, 2025**, subject to the terms and conditions of this agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been

Program's tax identification number is 34-600-2853.

Fiscal Agency designated to act on behalf of the Grantee:

Agency Name: Tuscarawas County Auditor

Agency Contact: Larry Lindberg

3. **Acceptance of Funds Discontinues Grantor's Supervision:** The Parties agree that upon the Grantee's previous acceptance of Funds, the Grantor discontinued all supervision duties for offenders under community control within its jurisdiction, to include but not limited to treatment in lieu, judicial release, diversion programs, or other probation supervision. The Parties further agree that Grantor has no obligation to provide community control services for the Grantee unless the Parties enter into a new agreement for Grantor to provide such services to Grantee.

The parties further agree that any termination of a Probation Services Grant does not allow the Grantor to re-initiate the provision of community control services to the Grantee unless the Parties enter into an agreement for Grantor to provide such services.

4. **Program Services:** As set forth in the approved PSG grant application, incorporated herein by reference.
5. **Pre-Sentence Investigation (PSI) Services:** If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:
 - A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).

- B. All completed PSI reports must be emailed, within 30 days of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.

6. Program Reporting: The Grantee shall prepare and submit to the Grantor the following reports:

- A. **Expenditures:** Expenditure reports shall be completed in accordance with the Program Services Grant Financial guidelines.
 - 1. **Bi-annual Expenditure Report:** The bi-annual expenditure reports shall be completed in Intelligrants submitted thirty (30) days after the end of each bi-annual period per the Probation Services Grant financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
 - 2. **Final Expenditure Report:** The final expenditure report shall be completed in intelligrants, reporting all grant funds expended during the grant period. The final expenditure report shall be submitted by **February 15, 2026**.

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

RESOLUTION (472-2023) PAY BILLS

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

Meeting Date - June 5, 2023

Auditor

Treasurer State of Ohio	Audit Fees	\$2,287.50	
US Post Office	PO Box Rent	\$388.00	
			\$2,675.50

Child Support

ComDoc Inc	Copier Lease	\$166.95	
Dominion Energy	Gas Utility	\$202.23	
First-Citizens Bank & Trust	Copier Lease	\$359.88	
Staples Business Credit	Supplies	\$704.66	
Traci Berry	Travel Reimbursement	\$665.60	
Tusc Co Treasurer	2023 IV-D Contract	\$2,636.03	
			\$4,735.35

Proforma	Supplies	\$3,475.59	
			\$3,475.59
Commissioners			
Abbott Fire & Security	Annual Inspection	\$525.00	
Beaver Creek Landscaping	Services	\$570.00	
Charter Communications	Services	\$69.98	
Dominion Energy	Gas Utility	\$303.20	
Dominion Energy	Gas Utility	\$398.93	
Independent Elevator	Mthly Maint	\$301.00	
Independent Elevator	Mthly Maint	\$266.00	
J & L Sports Center LLC	Night Visn Equip/Sheriff Off	\$10,400.00	
John Neininger	Services	\$161.29	
Miller's Clothing & Shoes	Uniforms	\$629.42	
MNJ Technologies	Remote License Fee	\$402.00	
MNJ Technologies	Server Upgrade	\$968.00	
MNJ Technologies	Equipment	\$998.00	
MNJ Technologies	Equipment	\$3,078.00	
Tusc Co Treasurer	Gas	\$102.58	
			\$19,173.40
Common Pleas			
CourtView Justice Solutions Inc	Software Fees	\$86,355.75	
David E Cain	Travel Reimbursement	\$180.60	
Interpreters XP LLC	Services	\$260.00	
Interpreters XP LLC 3054	Services	\$260.00	
MNJ Technologies	License Fee	\$402.00	
			\$87,458.35
Community & Economic Development			
WE Quicksall & Assoc Inc	CDBG Projects	\$5,362.50	
			\$5,362.50
Dog & Kennel			
AEP	Electric Utility	\$446.67	
Frontier	Service	\$102.99	
Humble Creatures Vet Clinic	Services	\$309.20	
Humble Creatures Vet Clinic	Services	\$300.00	
Scott's Lawn Care	Services	\$240.00	
Verizon Wireless	Service	\$35.10	
			\$1,433.96
EMA			
VEIT	Copier Contract	\$34.41	
Verizon Wireless	Service	\$202.71	
			\$237.12
Engineer			
Advance Auto Parts	Parts	\$9.37	
Asphalt Materials Inc	Material	\$14,668.58	
Beaver Excavating Co	CR #37 Proj #4-2022	\$224,985.32	
Cross Truck Equip	Parts	\$104.53	
Dominion Energy Ohio	Gas Utility	\$411.38	
Fastenal Co	Supplies	\$418.76	
Fastenal Co	Supplies	\$91.92	
Flynns Tire	Tires	\$896.00	
Galicks	Supplies	\$43.20	
Geoshack Ohio LLC	Supplies	\$91.50	
Holmes Rental Station Inc	Equipment Rental	\$140.00	
Joe Bachman	Travel Reimbursement	\$614.40	
Koorsen Fire & Security	Annual Inspection	\$2,750.00	

Koorsen Fire & Security	Services	\$133.77	
Liniform	Services	\$190.20	
Lowes Business Account	Supplies	\$30.39	
McLean	Parts	\$1,607.26	
National Lime & Stone	Material	\$473.03	
New Bedford Engine & Supply LLC	Repair/Parts	\$89.86	
Snyder Brothers Sales & Service	Parts	\$529.91	
Southeastern Equipment Co	Parts	\$8,722.22	
Stony Point Supply	Supplies	\$1,326.60	
Triple R Trailer Sales	Supplies	\$38.32	
Tusc Const Supply	Supplies	\$717.00	
Uebels Welding LLC	Services	\$1,015.88	
Walton Auto Parts	Repair	\$125.00	
Wengerd Fence LLC	CR #82 Proj	\$3,004.00	
Yoder Small Engines	Parts	\$105.63	
			\$263,334.03
Human Resources			
Harris Computer Systems	Uniface License	\$150.12	
Harris Computer Systems	Uniface License	\$43.15	
Martin's Mobile Glass	Repair	\$250.00	
Martin's Mobile Glass	Repair	\$276.00	
Martin's Mobile Glass	Repair	\$39.00	
			\$758.27
Information Technology			
GoTo Technologies USA Inc	Licensing	\$240.00	
OARnet	Service	\$145.00	
			\$385.00
Juvenile/Probate			
ComDoc	Copier Lease	\$52.38	
ComDoc	Copier Lease	\$60.32	
Interpreters XP LLC	Services	\$930.00	
Total First Aid	Supplies	\$42.85	
TRIAD Deaf Services Inc	Services	\$155.00	
Verizon	Service	\$178.91	
XEROX	Copier Lease	\$14.64	
XEROX	Copier Lease	\$14.64	
XEROX	Copier Lease	\$14.64	
			\$1,463.38
Law Library			
Matthew Bender & Co Inc	Book Subscriptions	\$888.63	
Staples	Supplies	\$79.37	
			\$968.00
Prosecutor			
Anna Helter	TDIM Reimbursement	\$51.58	
Lacee Felix	Travel Reimbursement	\$209.38	
Matrix Pointe Software LLC	Subscription Fee	\$3,000.00	
R Scott Deedrick	Travel Reimbursement	\$144.00	
Robert Urban	Travel Reimbursement	\$177.00	
Ryan Styer	Travel Reimbursement	\$192.80	
			\$3,774.76
Southern District			
Charter Communications	Service	\$588.91	
Tusc Co IT Dept	Supplies	\$1,050.00	
Verizon	Service	\$231.28	
			\$1,870.19

Copley Ohio Newspapers	Notice of Publication	\$346.60	
			\$346.60
Water & Sewer			
AEP	Electric Utility	\$897.93	
AEP	Electric Utility	\$36.82	
Charter Communications	Service	\$99.99	
Crossroads Hardware	Supplies	\$15.99	
Crossroads Hardware	Materials	\$15.18	
Frontier	Service	\$52.62	
Frontier	Service	\$55.07	
Frontier	Service	\$66.93	
Frontier	Service	\$55.07	
Hawkins Water Treatment Group	Supplies	\$1,572.00	
JA's Auto Service	Repair	\$339.69	
Sherwin Williams	Supplies	\$22.94	
Tusc Co Commissioners	Principal Payment	\$3,076.25	
Tusc Co Commissioners	Annual Principal Payment	\$8,323.53	
Tusc Co Commissioners	Principal Payment	\$1,301.51	
Tusc Co Commissioners	Principal Payment	\$100.16	
Tusc Co Commissioners	Annual Principal Payment	\$15,000.00	
			\$31,031.68
		GRAND	
		TOTAL	\$428,483.68

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

RESOLUTION (473-2023) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to recess at 2:15 p.m., for the purpose of Recognition.

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

Commissioner Zemis called the meeting out of recess at 2:20 p.m. and back into Regular Session for the purpose of Recognition.

NOTE: *The 2:15 p.m. was unable to attend.*

RESOLUTION (474-2023) RECOGNITION – TIMES REPORTER, JON BAKER, NANCY MOLNER & ANDREW DOLPH

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following recognitions for the Times Reporter, Jon Baker, Nancy Molner & Andrew Dolph.

CONGRATULATIONS

Times Reporter

On behalf of Tuscarawas County Commissioners, we would like to extend to you a very big **CONGRATULATIONS ON RECEIVING 1st PLACE FOR BEST DIGITAL PRESENCE CATEGORY** at the Annual Ohio Associated Press Media Editors contest.

You are an inspiration to Tuscarawas County and have made your community very *proud!* Not only do you represent your county and your community, but residents who live all over the place and can read the Times Reporter online. We want to wish you all the best!!

You have proven yourself to be a very strong business 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
Chris Abbuhl

Kristin Zemis
Kristin Zemis

Greg Ress
Greg Ress

CONGRATULATIONS

Jon Baker

On behalf of Tuscarawas County Commissioners, we would like to extend to you a very big **CONGRATULATIONS ON RECEIVING 1st PLACE FOR THE BEST BUSINESS WRITER & 2nd PLACE HONORS FOR THE BEST SPOT NEWS COVERAGE CATEGORY** at the Annual Ohio Associated Press Media Editors contest.

You are an inspiration to Tuscarawas County, The Times Reporter, and have made your community very *proud!* Not only do you represent your county and your community, but residents who live all over the place who can read your articles online. We want to wish you all the best!!

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
Chris Abbuhl

Kristin Zemis
Kristin Zemis

Greg Ress
Greg Ress

CONGRATULATIONS

Nancy Molner

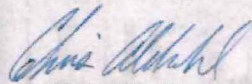
On behalf of Tuscarawas County Commissioners, we would like to extend to you a very big CONGRATULATIONS ON RECEIVING 1st PLACE IN THE BEST ENTERPRISE REPORTING CATEGORY & 2nd PLACE FOR BEST FEATURE WRITER at the Annual Ohio Associated Press Media Editors contest.

You are an inspiration to Tuscarawas County, The Times Reporter, and have made your community very *proud!* Not only do you represent your county and your community, but residents who live all over the place who can read your articles online. We want to wish you all the best!!

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


Kristin Zemis


Greg Riss

CONGRATULATIONS

Andrew Dolph


On behalf of Tuscarawas County Commissioners, we would like to extend to you a very big CONGRATULATIONS ON RECEIVING 1st PLACE FOR BEST PHOTOGRAPHER, BEST NEWS PHOTO, BEST FEATURE PHOTO & 3rd PLACE FOR BEST SPORTS PHOTO at the Annual Ohio Associated Press Media Editors contest.

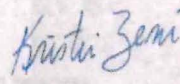
You are an inspiration to Tuscarawas County, The Times Reporter, and have made your community very *proud!* Not only do you represent your county and your community, but residents who live all over the place who can see your photos online. We want to wish you all the best!!

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


Kristin Zemis


Greg Riss

DISCUSSION: *Commissioner Ress* wanted to thank Jon, Nancy and Andrew for the outstanding job they do. *Commissioner Ress* stated he still reads the paper, and his mother called him and told him the article Jon had written was a well written article. The paper covers diverse stories and we still have local news that is still reported to the local people. *Commissioner Zemis* told the winners congratulations and stated she still reads the newspaper as well, but it is on her phone. She asked if they were all here, who was running the paper? The life-line of the paper is sitting in our board room. You are all respected by your industry. *Commissioner Ress* added that everyone is always nice and respectful and this is quality. *Jon* said thanks. *Nancy* thanked everyone for the recognition and noticing what they do.

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

RESOLUTION (475-2023) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to recess at 2:27 p.m., for the purpose of the Broadband Update.

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

Commissioner Zemis called the meeting out of recess at 2:37 p.m. and back into Regular Session for the purpose of the Broadband Update.

BROADBAND UPDATE: *Marla Akridge*, Executive Director, TCEDC, was present to give an update on the Appalachia Digital Accelerator Grants. *Ms. Akridge* stated last year Tuscarawas County participated in the Ohio Broadband Accelerator Program which lasted 16 weeks and during the program, goals and objectives were put together to get connectivity to Tuscarawas County. Since then, the Commissioners have appropriated funds for broadband. The Appalachia Regional Commission (ARC) awarded Connect Humanity an ARISE (Appalachia Regional Initiative for Stronger Economies) Grant. The grant was \$6.3 million to be used in the thirteen Appalachia states. When the broadband team found out about the grant, they filled out an application for funding and was awarded \$50,000. The Connect Humanity not only gives the grant, but will also assist us with a business plan. This business plan will help us put together mapping for the whole county. It also helps us with Broadband Equity Access and Deployment (BEAD) funds which has been set aside by the Federal Government. The BEAD money will not be disbursed until next year, but if you do not have a comprehensive plan of what your broadband needs are, you can not apply for the BEAD money. The rest of this year, we will be putting together our plan with the consultants through Connect Humanity and our providers in the area.

Marla gave a shout out to the committee which consisted of education providers, library staff, broadband providers, OSU Extension, business leaders and several IT Specialists. The committee meets quarterly. *Marla* quoted Commissioner Abbuhl saying "Broadband is not a luxury, it's a necessity" since he is an advocate for getting broadband to everyone in our county. Every sector of life uses broadband in one form or another. The Affordable Connectivity Program (ACP), helps people who can't afford broadband to not only get internet, but they provide cell phones and refurbished computers to people who do not have them. This committee is getting us prepared for the larger funding opportunities for broadband for our county.

Commissioner Zemis stated it is very important to lay the ground work so we are in a good position for the BEAD money grant. *Commissioner Ress* asked if *Marla* knew how much money the BEAD money would be for our county? *Marla* stated she did not know per county or state, but the BEAD money is in the billions for the United States.

Everyone agreed that not much can be done without broadband from farming, education, medical, small business, big business, broadband is not just for Netflix anymore.

RESOLUTION (476-2023) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to recess at 2:48 p.m., for the purpose of Bid Opening.

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

Commissioner Zemis called the meeting out of recess at 3:00 p.m. and back into Regular Session for the purpose of Bid Opening.

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to take the following bids under advisement; Multi-Use Building, as publicly opened and read by John Picard, Architect.

BID TABULATION SHEET

PAGE 1

JOHN PATRICK PICARD ARCHITECT, INC.
 First North Building
 50 North Avenue NE, Suite 102
 Massillon, Ohio 44646
 Phone (330)471-9000

PROJECT: New Multi-Use Facility for Tuscarawas County
 06/05/23 @ 3:00 pm

Bidder General Contractor	Add (1,2,3,4)	Allow.	Base Bid	Alternate #G-1 Build out the Commissioners' space ADD	Alternate #G-2 Ceramic tile in lieu of luxury vinyl tile ADD	Alternate #G-3 Monument signage ADD	Alternate #G-4 Walk off mat system ADD	Alternate #G-5 Stacked wood wall ADD	Alternate #G-6 Solid surface countertop ADD	Alternate #G-7 2'-0" x 4'-0" acoustical ceiling ADD
1 Massillon Construction	X	X	\$369,300.00	\$37,200.00	\$12,600.00	\$12,300.00	\$16,000.00	\$6.40	\$7,600.00	\$13,600.00
2 Avondale Contractors	X	X	\$3,726,000.00	\$36,700.00	\$26,045.00	\$19,900.00	\$3,560.00	\$4,400.00	\$2,445.00	\$19,300.00

Alternate #G-8 60 mil EPDM roof ADD	Alternate #G-9 Stone band masonry wainscot ADD	Alternate #G-10 Concrete foundation ADDEDUCT	Alternate #G-11 Upper cabinetry ADD	Alternate #G-12 Circus ADD	Alternate #G-13 6" decorative millwork cove base ADD	Alternate #G-14 Mechanical edge dock leveler ADD	Alternate #G-15 Curtis at front parking lot and back parking lot ADD
\$2,600.00	\$8,200.00	\$18,200 ADD	\$7,000.00	\$10,100.00	\$1,000.00	\$3,500.00	\$33,000.00
\$1,170.00	\$36,590.00	\$98,325.00	\$6,600.00	\$11,320.00	\$3,735.00	\$4,740.00	\$55,945.00

Alternate #G-16 Roll blinds type 'A' ADD	Alternate #G-17 Upgraded operable wall/partition system ADD	Alternate #G-18 Additional (10) ten parking spaces ADD	Alternate #G-19 Asphalt paved alley ADD	Unit Cost #G-1 Remove and dispose of poor soils PER CUBIC YARD	Unit Cost #G-2 Gravel fill to replace poor soils PER CUBIC YARD
\$3,450.00	\$3,130.00	\$11,600.00	\$19,500.00	\$29.00	\$46.00
N/A	\$3,300.00	\$21,840.00	\$19,800.00	\$11.60	\$40.69

BID TABULATION SHEET

JOHN PATRICK PICARD ARCHITECT, INC.
 First North Building
 50 North Avenue NE, Suite 102
 Massillon, Ohio 44646
 Phone (330)471-9000

PROJECT: New Multi-Use Facility for Tuscarawas County
 06/05/23 @ 3:00 pm

Bidder Electrical Contractor	Add (1,2,3,4)	Clar.	Allow.	Base Bid	Alternate #E-3
					Monument lighting fixture 400
1 Abbott Electric	X		X	\$808,496.00	\$2,850.00
2 Hilscher-Clarke Electric	X		X	\$549,260.00	\$1,760.00
3 Wood Electric	X		X	\$411,700.00	\$1,100.00
4					

Bidder Plumbing Contractor	Add (1,2,3,4)	Allow.	Base Bid
1 Pete-man Plumbing	X	X	\$206,000.00
2 Flickinger Plumbing	X	X	\$216,000.00
3 Standard Plumbing & Heating	X	X	\$260,000.00
4 RT Hampton Plumbing & Heating	X	X	\$206,000.00

Bidder Mechanical Contractor	Add (1,2,3,4)	Clar.	Allow.	Base Bid
1 Flickinger Plumbing	X	N/A	X	\$87,000.00
2 Standard Plumbing & Heating	X	N/A	X	\$500,000.00
3 Alpine Heating	X	N/A	X	\$495,000.00
4 RT Hampton Plumbing & Heating	X	N/A	X	\$434,628.00

Bidder Fire Protection	Add (1,2,3,4)	Allow.	Base Bid
1 Fire FOE	X	X	\$75,900.00
2			
3			
4			

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

RESOLUTION (478-2023) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to adjourn at 3:18 p.m. to meet in Regular session Wednesday, the 7th day of June, 2023.

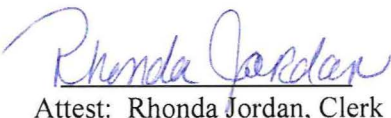
VOTE: Chris Abbuhl, absent;
 Kristin Zemis, yes;
 Greg Ress, yes;

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.

 Absent
 Chris Abbuhl


 Kristin Zemis


 Greg Ress


 Attest: Rhonda Jordan, Clerk