

# August 22, 2022

## Agenda

*Lord's Prayer*  
*Pledge of Allegiance*

9:15 a.m. Mark Fahner & David Kramer – Altafiber Broadband presentation

Suspend Reading of the Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (5)

Approve Transfer of Funds (2)

Approve Out of County Travel - HR

Approve Unclaimed Monies – Auditor’s Office

Approve Bond – Dog Warden – Kenneth Griffith

Approve ARPA Grant – Tusc. Co. Public Library

Award Contract – John Patrick Architect Inc. – Multi-Use Building (E High)

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 22<sup>ND</sup> DAY OF AUGUST, 2022, WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl  
Kerry Metzger  
Al Landis

Commissioner Abbuhl presiding.

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

### **RESOLUTION (689-2022) SUSPEND READING OF THE MINUTES**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to suspend the reading of the minutes.

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

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### **OTHER BUSINESS – FLOOD PLAIN PERMIT - DIXON: Commissioner Abbuhl brought this request up under other business to make sure it is not delayed any longer.**

**Discussion:** Lee Finley, Flood Plain Coordinator was present to request approval of a flood plain permit for Dr. Philip Dixon. Mr. Finley stated the applicant has submitted all of the necessary paperwork although he is not sure what they are going to do for septic. There is a place on the project site that is higher so he thinks they will probably install at that place. They will utilize a port-a-pot until they have the septic completed. The water only goes up one one-hundredth of a foot in that area. Everything has met code.

RESOLUTION (690-2022) FLOOD PLAIN PERMIT - DIXON

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the flood plain development permit for Dr. Philip Dixon as recommended by Lee Finley, Flood Plain Coordinator:

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

Date: 18 August 2022

# 2022-006

\$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 Dr. Philip Dixon
for Installing a new double-wide manufactured home along the Sugar Creek in Dover Twp
located at 2057 Saltwell Rd NW, Dover OH 44622

The Development Permit application submitted by Hartzler Homes 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 \$ 200,000 Elevation of Property 874.5 Ft. (msl)

This information contained in Permit Application Number 2022-005 as well any drawings and plans for development that were submitted to this office are hereby also embodied as part of this permit.

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

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

Reviewed by: Lee Carl Finley, REHS (Tuscarawas SWCD Floodplain Coordinator) Date: 8.18.2022
Approved by: Chris Abbuhl (Commissioner) Date:
Kerry Metzger (Commissioner) Date:
Al Landis (Commissioner) Date:

NOTICE: Tuscarawas County is not responsible for any flood damages, within or outside the designated Floodplain Hazard Areas, that result from reliance on the Flood Damage Prevention Resolution #502-2010 or any administrative decisions lawfully made thereunder. 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: Home is being installed in area to the east of the Sugar Creek. Future septic will be installed to the N of the home site, out of the 100 yr floodplain (Zone AE). Residents will be bringing in water for drinking.

VOTE:

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

**RESOLUTION (691-2022) BEFORE/AFTER EXPENDITURES**

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

VENDOR	OFFICE	AMOUNT
Lauren Illumination	JFS	\$1,000.00

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

**RESOLUTION (692-2022) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Auditor	E-4060-Y018-Y05	E4060-Y018-Y02	\$669.35	Unclaimed monies refund to Co. General
Juvenile/Probate	E-1210-M051-M11	E-1210-M051-M10	\$10.80	Workers Comp
Local Fiscal Recovery	E-2000-U056-U99	E-2000-U056-U10	\$62,354	Village of Tuscarawas Water Treatment Plant Improvements
Local Fiscal Recovery	E-2000-U056-U99	E-2000-U056-U11	\$311,234	Village of Baltic Waterline Replacement on Maple Street
Local Fiscal Recovery	E-2000-U056-U99	E-2000-U056-U14	\$52,753	\$2,753 for Tuscarawas County Public Library AEDs; \$45,000 for Noah's Hope Child Advocacy Center Parking Lot Improvements; \$5,000 for Noah's Hope Child Advocacy Center Technology
Local Fiscal Recovery	E-2000-U056-U99	E-2000-U056-U21	\$308,376	\$94,650 for purchase of Juvenile Court Box Truck for TUFF Bags Program; \$213,726 for Juvenile Court TUFF Bags Program food
Local Fiscal Recovery	E-2000-U056-U99	E-2000-U056-U35	\$225,419	\$14,599 to Convention and Visitors Bureau for Sewer Line Repairs; \$70,000 to Convention and Visitors Bureau for Ticket Program; \$30,000 to Dennison Depot for Handicap Access; \$78,000 to Newcomerstown Historical Society for Lenape Diaspora memorial; \$32,820 to Historical Schoenbrunn Village for Trailhead
Local Fiscal Recovery	E-2000-U056-U99	E-2001-U056-U53	\$400,000	Revenue Loss – Brandywine Center Improvements
Local Fiscal Recovery	E-2000-U056-U99	E-2001-U056-U54	\$1,242,000	REV LOSS - ENGINEER-ROAD IMPROVEMENTS
Local Fiscal Recovery	E-2000-U056-U99	E-2001-U056-U55	\$350,000	REV LOSS - HISTORIC RED BARN PHASE I
Local Fiscal Recovery	E-2000-U056-U99	E-2001-U056-U56	\$400,000	REV LOSS FOR RECORDER DOCUMENT SCANNING
Local Fiscal Recovery	E-2000-U056-U99	E-2001-U056-U57	\$466,950	REV LOSS – HUMAN RESOURCES/PAYROLL SYSTEM UPGRADE

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

**RESOLUTION (693-2022) TRANSFER OF FUNDS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
OCED	T005-T20	T005-T21	\$3,226.00	CHIP HOME Return funds
Auditor's Office	E4061-Y018-Y21	E4061-Y018-Y31	\$26,552.73	To help pay for refund back into General Fund

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

**RESOLUTION (694-2022) TRAVEL – HR**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following travel request for Human Resources:

DATE: October 13,2022  
LOCATION: Kent State Stark Conference Center  
ATTEND: Kris Lowdermilk, Mellissa Clark  
REASON: 2022 Employment Law Update  
CO. CAR: No  
EXPENSE: \$120.00 registration

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

**RESOLUTION (695-2022) TRANSFER OF UNCLAIMED MONIES TO CO. GENERAL**

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to transfer:

The amount of \$14,669.35 from the Unclaimed Monies Fund (Y18) to the County General Fund (A00). In accordance to Ohio Revised Code Section 9.39, all monies not claimed within a five year period shall revert to the General Fund. The County Auditor has provided a list of the unclaimed monies that have been held in the County's Unclaimed Monies Fund (Y18) in excess of 5 years which can be transferred to the County General Fund (A00).

The amount of \$26,552.73 from the Undistributable Probate Funds to the County General Fund (A00). In accordance with Ohio Revised Code 2113.64 and 3113.65. The County Auditor has provided a list of the undistributable monies that have been held in the Undistributable Probate Fund in excess of five years which can be transferred to the County General Fund (A00).

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

**DISCUSSION ALTA FIBER BROADBAND PRESENTATION**

Mark Fahner, David Kramer and Theodore Heckman all of Altafiber formerly known as Cincinnati Bell joined the meeting via Go To Meeting. Those present in the audience included Marla Akridge, John Kelly and JC Shively of the Tuscarawas County Economic Development Corporation as well as the three commissioners, the acting clerk, Greg Ress, commissioner candidate, and Mary Alice McClintock of WTUZ.

Altafiber has been working closely on broadband with Marla Akridge (TCEDC) and Jeannette Wierzbicki (OMEGA). Mr. Fahner had an opportunity to meet with Ms. Akridge, Mayor Day and Mayor Gunnoe regarding broadband. As a company they have been deploying fiber for the better part of 10 years in the surrounding areas extending their traditional footprint into Davton, Kentucky and surrounding areas. Under

their new ownership they are keen on expanding their footprint targeting Tuscarawas, Stark and Summit counties. They would like to gauge the interest from the community.

Commissioner Abbuhl asked if they would work with fixed wireless as Tuscarawas County's topography is challenging. He also asked what the base average speed would be for service.

Mr. Fahner said they work mainly on fiber to premise adding they have acquired a company in May that has fixed wireless capabilities as well. Mr. Kramer affirmed they have the ability to do both fixed and wireless. They have finished a cost study for Tuscarawas County and would like to follow up. He is looking at 100% fiber and is looking at partnerships to provide broadband. They would not just in and do a certain area like Dover or New Philadelphia, they would do the entire county. They hook up service directly to homes/premises, they do not stop at the street.

Commissioner Landis asked if they have gone into rural areas not just the metropolitan areas? Mr. Fahner affirmed they have been into some surrounding areas where the profile is very similar to Tuscarawas County in terms of density. Commissioner Landis also asked if the fiber is in ground or strung? Mr. Kramer stated it is both, they usually have 60% air and 40% in ground but it depends on each location.

Commissioner Metzger asked how much of their work has been done in Cincinnati and surrounding area that is the last mile of broadband service? Mr. Kramer answered, "all of it". They historically are not middle mile. He added that 2 gig by 2 gig the lowest speed is 250/125. They have low income offers as per the government at \$39.99 per month with no data limit and no data cap. 1 gig by 1 gig is around \$64.99-\$69.99 no contract for a 3 year period at 100/20 ACP. With the low income program the residents would receive a \$30 credit from the government and use it towards other speeds.

Commissioner Abbuhl stated the metropolitan areas in the county have decent coverage so their main concern is more of the rural areas. With telehealth, education, agriculture, family connections, economic development it is very important to provide reliable and affordable service especially to those unserved or underserved.

Mr. Kramer would like to present the county with a report as they actively look for partnerships (they have 6-8 already in place) and will be looking to serve the entire county. They can deploy fiber within 16-18 months usually completing in 36-40 months. They have a construction contingency in place. They will send Ms. Akridge a Non-Disclosure Agreement by the end of the week if not sooner so they can further discuss the proprietary details in another meeting sometime in September.

RESOLUTION (696-2022) APPROVE BOND – DOG WARDEN – KENNETH GIRFFITH

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the bond for Kenneth Griffith as Dog Warden effective September 30, 2022 as approved by the Prosecutor as follows:



OFFICIAL BOND

Bond No. S429839

<b>PRINCIPAL:</b> (Official's Full Name and Address) KENNETH J. GRIFFITH 428 E 2ND ST UHRICHSVILLE, OH 44683-1744	<b>Office Elected or Appointed to:</b> DOG WARDEN
<b>OBLIGEE:</b> (Name of Governmental Body and Address where bond will be filed) TUSCARAWAS COUNTY COMMISSIONERS 125 E HIGH AVE NEW PHILADELPHIA, OH 44663-2503	<b>Penal Amount of Bond:</b>  \$ 1,000.00
<b>SURETY:</b>  Employers Mutual Casualty Company 717 Mulberry St. Des Moines, IA 50309-3872	<b>Term of Office:</b> From: 09/30/2022 To: 09/30/2023

KNOW ALL MEN BY THESE PRESENTS:

That we, the Principal and Surety, are held and firmly bound unto the Obligee in the stated penal sum, lawful money of the United States, to be paid to said Obligee, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, the said Principal has been duly elected or appointed to the office as aforesaid within the jurisdiction of and for the said Obligee.

NOW THEREFORE, if said Principal shall render a true account of his office and of his doings therein to the proper authority when required thereby or by law, and shall promptly pay over to the person or persons entitled thereto all money which may come into his hands by virtue of his office, and shall promptly account for all balances of money remaining in his hands at the termination of his office, and shall exercise all reasonable diligence and care in the preservation and lawful disposal of all money, books, papers and securities or other property appertaining to his said office, and deliver them to his successor or to any person authorized to receive the same, if he shall faithfully and impartially, without fear, favor, fraud or oppression, discharge all other duties now or hereafter required of his office by law, then this bond to be void, otherwise in full force.

Signed this 12th day of AUGUST, 20 22

*Kenneth J. Griffith*  
 KENNETH J. GRIFFITH Principal  
 Employers Mutual Casualty Company Surety



*Madeline Marrero*  
 MADELINE MARRERO Attorney-in-Fact

STATE OF OHIO, TUSCARAWAS COUNTY, ss:  
 I, KENNETH J. GRIFFITH, solemnly swear that I will support the Constitution of the State of OHIO, and that I will faithfully and impartially to the best of my ability discharge the duties of the office TUSCARAWAS COUNTY DOG WARDEN in

as now or hereafter required by law.  
*Kenneth J. Griffith*  
 KENNETH J. GRIFFITH Principal

Subscribed and sworn to before me, this 17th day of August, 20 22.  
*Capital One Notary*  
 Notary Public





P.O. Box 712 • Des Moines, Iowa 50306-0712

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**MADELINE MARRERO**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

<b>Surety Bond</b>	<b>Principal:</b>	<b>Obligee:</b>
<b>Number</b>	KENNETH J. GRIFFITH	TUSCARAWAS COUNTY
S429839		COMMISSIONERS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

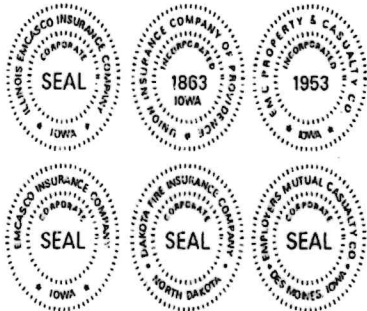
**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



*Scott R. Jean*  
 Scott R. Jean, President & CEO  
 of Company 1, Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

*Kathy Loveridge*  
 Notary Public in and for the State of Iowa



**CERTIFICATE**

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of August, 2022.

*James D. Clough*  
 Vice President

**EMPLOYERS MUTUAL CASUALTY COMPANY**  
**717 MULBERRY STREET, DES MOINES, IOWA 50309**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS**  
**AT DECEMBER 31, 2020**

ASSETS

Bonds	\$ 1,644,719,004
Preferred Stocks	73,146,111
Common Stocks	1,541,201,307
Real Estate	148,055,908
Cash, Cash Equivalents and Short Term Investments	140,448,547
Other Invested Assets	385,467,834
Investment Income Due and Accrued	12,917,797
Premiums and Considerations	608,416,908
Reinsurance	117,759,752
Current Federal Income Tax Recoverable	1,906,914
Net Deferred Tax Asset	28,436,276
Other Assets	98,095,883
<b>TOTAL ASSETS</b>	<b>\$ 4,800,572,241</b>

LIABILITIES & SURPLUS

Losses	\$ 1,637,835,364
Reinsurance Payable on Paid Loss & Loss Adjustment Expenses	22,400,763
Loss Adjustment Expenses	330,173,871
Contingent Commissions	37,148,112
Other Expenses (Excluding Taxes, Licenses and Fees)	37,121,896
Taxes, Licenses and Fees (Excluding Federal Income Taxes)	13,085,190
Borrowed Money	126,985,873
Unearned Premiums	811,695,759
Ceded Reinsurance Premiums Payable (Net of Ceding Commissions)	57,478,561
Other Liabilities	161,124,112
<b>TOTAL LIABILITIES</b>	<b>3,235,049,501</b>
Unassigned Funds (Surplus)	1,465,522,740
Surplus Notes	100,000,000
Surplus as Regards Policyholders	1,565,522,740
<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,800,572,241</b>

I, Jeff Monson, Assistant VP of EMPLOYERS MUTUAL CASUALTY COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities and Surplus of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Iowa.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 1st day of March, 2021

EMPLOYERS MUTUAL CASUALTY COMPANY

*Jeff Monson*  
 \_\_\_\_\_  
 Jeff Monson  
 Assistant VP





Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor  
Judith French - Director



**Certificate of Compliance**

Issued 03/16/2022

Effective 04/02/2022

Expires 04/01/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**EMPLOYERS MUTUAL CASUALTY COMPANY**

of Iowa is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

- |                                   |  |
|-----------------------------------|--|
| Aircraft                          | Multiple Peril - Homeowners              |
| Allied Lines                      | Ocean Marine                             |
| Boiler & Machinery                | Other Liability                          |
| Burglary & Theft                  | Private Passenger Auto - Liability       |
| Commercial Auto - Liability       | Private Passenger Auto - No Fault        |
| Commercial Auto - No Fault        | Private Passenger Auto - Physical Damage |
| Commercial Auto - Physical Damage | Surety                                   |
| Credit                            | Workers Compensation                     |
| Earthquake                        |  |
| Fidelity                          |  |
| Financial Guaranty                |  |
| Fire                              |  |
| Glass                             |  |
| Inland Marine                     |  |
| Medical Malpractice               |  |
| Multiple Peril - Commercial       |  |
| Multiple Peril - Farmowners       |  |

EMPLOYERS MUTUAL CASUALTY COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$5,097,920,452, liabilities in the amount of \$3,360,622,366, and surplus of at least \$1,737,298,086.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

*Judith L. French*

Judith French, Director



INS7230(Rev.6/2003)

Accredited by the National Association of Insurance Commissioners (NAIC)

VOTE:

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

**RESOLUTION (697-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY PUBLIC LIBRARY**

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Public Library in the amount of \$2,752.75:

**TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT**

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

**WITNESSETH THAT:**

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

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

**WHEREAS**, Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant (“County Grant”) in the amount of Two Thousand Seven Hundred Fifty-Two Dollars and Seventy-Five Cents (\$2,752.75); and,

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

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

**ARTICLE 1. RECIPIENT.**

Tuscarawas County Public Library.

**ARTICLE 2. PROJECT CONSULTANT.**

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

**ARTICLE 3. PAYMENT.**

The County will provide Recipient a County Grant in an amount not to exceed Two Thousand Seven Hundred Fifty-Two Dollars and Seventy-Five Cents (\$2,752.75) (“Grant Amount”). The Grant Amount shall be distributed to on a monthly reimbursement basis. Recipient shall submit all receipts, invoices, and purchase orders to the Project Consultant, and the County shall reimburse Recipient for expenditures in a reasonable timeframe.

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

#### **ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.**

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

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

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

#### **ARTICLE 5. MONTHLY REPORTING.**

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

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

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

**ARTICLE 6. TIMELINE.**

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

**ARTICLE 7. RECIPIENT REPRESENTATIONS.**

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

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

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

**ARTICLE 8. CONFLICT OF INTEREST.**

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

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

**ARTICLE 9. SPECIFIC CONDITIONS.**

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

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

**ARTICLE 10. TERM AND TERMINATION.**

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

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

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

**ARTICLE 11. INDEMNIFICATION.**

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

**ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND  
NON-DISCRIMINATION.**

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

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

**ARTICLE 13. POLITICAL CONTRIBUTIONS.**

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

**ARTICLE 14. RECORDS AND RETENTION.**

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

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

**ARTICLE 15. TAX REPRESENTATION.**

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

**ARTICLE 16. GENERAL PROVISIONS.**

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

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

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

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

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

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**



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

TUSCARAWAS COUNTY PUBLIC LIBRARY

By: Brian Herzog

Print Name: Brian Herzog

Its: Assistant Director

TUSCARAWAS COUNTY, OHIO

Meghan Needham, CPA, CFE

County Consultant

08/15/2022

Date

APPROVED AS TO FORM AND CORRECTNESS:

Robert Stephenson II, Assistant Prosecuting Attorney

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

August 22, 2022, 2022

Journal 85 Pg. \_\_\_\_\_

Chris Alkhalil  
Commissioner of Tuscarawas County

August 22, 2022

Date

Kerry Metzger  
Commissioner of Tuscarawas County

August 22, 2022

Date

Al Landis  
Commissioner of Tuscarawas County

August 22, 2022

Date

EXHIBIT A

PROJECT ACTIVITIES

Tuscarawas County Public Library (TCPL) is applying for Tuscarawas County ARPA dollars in the amount of \$2,752.75 to secure funding to purchase AEDs for two locations.

They would like to purchase the same model currently in use at other locations, to simplify staff training and maintaining supplies. The model currently in use is the ZOLL AED Plus, which is available online from AEDSuperstore.com for \$1,799.00. This model comes as a package, with the AED unit, one set of adult pads, the required batteries, a CPR responder pack, and 7-year warranty. To make the AED accessible in an emergency (and secure otherwise), they would also need a ZOLL AED Plus Standard Size Cabinet, priced at \$154.00. Finally, to ensure that they can assist customers of any age that require defibrillation, they would also need to purchase the child-size ZOLL pedi-padz II, priced at \$99.75.

The Village of Strasburg is currently adding AEDs to many locations in that community. The TCPL have agreed to partner with them to share the costs, so our contribution for that unit would be just \$700.00. This grant would be used to cover TCPL's portion for that unit, and the entire cost of a unit for the Bolivar Branch.

**EXHIBIT B**

**PROCUREMENT REQUIREMENTS**

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

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

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

EXHIBIT C

ELIGIBLE EXPENDITURE

**ELIGIBLE EXPENDITURES:**

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

- AED Equipment
- AED Equipment storage cabinet

**INELIGIBLE EXPENDITURES:**

The County Grant may not be used for:

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

EXHIBIT D  
MONTHLY REPORT FORM

TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT OF 2021 ELIGIBLE PROJECT EXPENSES REIMBURSEMENT FORM								
Organization Name			Spreadsheets must be submitted electronically through Sharefile website provided by the County. Spreadsheets alone are not sufficient. Copies of supporting documentation (proof of payment and invoices) of eligible expenditures must be submitted. No payments will be made without adequate supporting documentation.					
Street Address								
City/State/Zip								
Project ID								
PROJECT REIMBURSEMENTS								
	Amount	Payment ID/Check Number	Payment/Check Date (MM/DD/YY)	Invoice Date (MM/DD/YY)	Invoice Number	Vendor Name	Procurement Method	Total Due for Payment
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
<b>Total</b>								
Is this the final project payment? Y/N				Project Award Amount				
Are all expenses requested for reimbursement in accordance with approved Project Agreement? Y/N				Amount Already Received				
Date Project Completed (if applicable)				Amount Requested from Above		0.00		
				Award Amount Remaining		0.00		

Page 1

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

**RESOLUTION (698-2022) AUTHORIZE THE AWARDING OF A CONTRACT WITH JOHN PATRICK PICARD ARCHITECT, INC. FOR THE SCHEMATIC DESIGN PHASE OF THE ARCHITECTURAL SERVICES IN REGARDS TO THE NEW MULTI-USE COUNTY BUILDING**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to authorize a contract in the amount of Sixty-Two Thousand Eight Hundred Ninety-Eight Dollars (\$62,898.00) with John Patrick Picard Architect, Inc. to provide architectural/engineering services for the New County Multi Use Building on the County land at 933 E. High Avenue, New Philadelphia, OH as recommended by Scott Reynolds, Director, Office of Community & Economic Development and approved by Robert Stephenson II, Assistant Prosecuting Attorney. This Resolution also authorizes the President and/or Vice-president of the Board of Commissioners to sign all documents relating to the awarding and execution of said contract with John Patrick Picard Architect, Inc.

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

**RESOLUTION (699-2022) PAY BILLS**

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

Child Support		
Blasenhauer Plumbing	Repairs	\$115.00
American Electric Power	Service	\$1,549.59
Verizon Wireless	Broadband Wireless	\$80.22
Go Shred	Shredding Services	\$45.00
Treasurer Tusc Co	IV-D Contract/Common Pleas Magistrate	\$2,324.01
Treasurer Tusc Co	IV-D Contract/Sheriff's Dept	\$4,173.77
		\$8,287.59
Commissioners		
Go Shred	Shredding Services	\$150.00
Staley Technologies	Service Camera	\$195.00
Staley Technologies	UPS Back Up	\$1,095.00
Cleary & Associates	Legal Fees	\$13,780.16
Frontier	Service	\$598.00
		\$15,818.16
Community & Economic Development		
Ohio Regional Development Corp	CHIP Soft Costs	\$7,352.00
Nicholas Construction	CHIP Home Repair/Change Order	\$2,700.00
Nicholas Construction	CHIP Home Repair	\$13,850.00
Ohio Regional Development Corp	Lead Assessment	\$40.00
Ohio Regional Development Corp	Furnace Inspections/Lead Assessment	\$750.00
		\$24,692.00
Coroner		
Axis Forensic Toxicology	Tox Screen	\$370.00
Axis Forensic Toxicology	Tox Screen	\$370.00
		\$740.00
Engineer		
Yoder Small Engines	Repairs/Parts	\$40.31
Tusc Co Water & Sewer	Service	\$46.76
Piedmont Gas	Gas Service	\$7.88
Occupational Medicine Center	Drug Tests & Physicals	\$72.00
First Communications	Long Distance	\$24.17
Truck Sales & Service	Repairs/Parts	\$31.27
United Sales	Repairs/Parts	\$80.80
Young Truck Sales	Repairs/Parts	\$630.21
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	\$207.80
Black Horse Bridge Construction	Project #1-2022	\$14,196.42

Juvenile/Probate			
Newhouse Printing	Forms	\$720.00	
			\$720.00
Recorder			
GovOS	Contract Services	\$4,125.00	
			\$4,125.00
Sheriff			
Unity Tactical	SWAT Supplies	\$1,242.00	
Arney Automotive	Cruiser Repairs	\$1,816.59	
Rosenberry Towing	Services	\$278.50	
Staley Technologies	Program Radios & Portables	\$435.00	
Mastercard	Travel/Training	\$671.00	
Fenton Brothers	Supplies	\$173.00	
Steel Valley Portable X-Ray	Inmate X-Rays	\$150.00	
Diamond Medical Supply	Supplies	\$59.73	
Diamond Medical Supply	Inmate Medical Treatment	\$9,496.93	
			\$14,322.75
Veterans			
Finishing Touch Carpet Cleaning	Office Cleaning	\$468.00	
Columbus Marriott Northwest	Lodging	\$732.00	
Parkway Auto Group	Service	\$63.75	
Xerox Financial	Lease Payment	\$188.75	
			\$1,452.50
Water & Sewer			
Uline Inc	Equipment	\$456.43	
Middaugh Printers	Supplies	\$305.00	
SAL Chemical	Materials	\$1,700.40	
Hydraflo	Materials	\$701.08	
American Electric Power	Service	\$301.68	
Frontier	Service	\$301.63	
Northeast OH Natural Gas	Utilities	\$60.22	
Staples	Supplies	\$113.22	
JAM Industrial Supply	Materials	\$93.60	
Ream & Haager	Lab Services	\$3,066.00	
The New Co	Materials	\$76.38	
ProCore Power Equipment	Materials	\$93.13	
Ream & Haager	Lab Services	\$663.00	
Troy Pantilis	Cleaning Services	\$320.00	
USA Bluebook	Equipment	\$162.59	
USA Bluebook	Materials	\$246.95	
World Fuel Services	Fuel	\$3,886.22	
Frontier	Service	\$44.36	
Ream & Haager	Lab Services	\$852.00	
Otto Electric	Maint/Repairs	\$689.00	
			\$14,132.89
	GRAND TOTAL		\$99,628.51

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

**RESOLUTION (700-2022) ADJOURN**

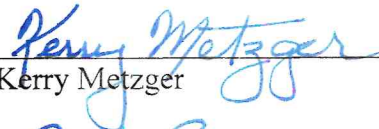
It was moved by Commissioner Metzger, seconded by Commissioner Landis, to adjourn at 9:43 a.m. to meet in Regular Session, Wednesday, the 24th day of August, 2022.

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

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



Chris Abbuhl



Kerry Metzger



Al Landis

Attest:   
Acting Clerk