

Tuscarawas Utilities	Water Purchased for Resale	\$3,042.38
Kimble	Container Service	\$62.25
Columbia Gas	Utilities	\$273.94
WP Kolens & Associates	Maint/Repairs	\$554.20
JA's Auto Service	Maint/Repairs	\$86.47
Frontier	Service	\$55.06
Frontier	Service	\$66.92
Newcomerstown Water	Sewage Disposal	\$8,787.84
Troy Pantilis	Cleaning Services	\$320.00
Brechbuhler Scales	Scale Inspection	\$114.90
Haueter Landscaping	Mowing	\$300.00
Jack Doheny Co	Maint/Repairs	\$726.49
Jack Doheny Co	Maint/Repairs	\$159.87
John Deere	Materials	\$108.46
Jack Doheny Co	Maint/Repairs	\$655.95
John Deere	Equipment	\$39.93
USA Bluebook	Materials	\$340.75
Enger Auto	Materials	\$115.96
Holmes Wayne Electric Coop	Utilities	\$740.00
		\$36,147.35
	GRAND TOTAL	\$238,038.90

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

OTHER BUSINESS: *Commissioner Abbuhl reminded the public and those who may want to attend the September 19, 2022 Commissioner's Meeting, it will be held at the Clover Café at the Tuscarawas County Fairgrounds to help kickoff fair week. This is another exciting time in the county for the 4-H Program.*

RESOLUTION (765-2022) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to adjourn at 9:12 a.m. to meet in Regular Session Wednesday, the 14th day of September, 2022.

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

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


 Chris Abbuhl


 Kerry Metzger


 Al Landis

Attest: 
 Clerk

September 14, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

1:15 p.m. Sheriff's Office -Donate Service Weapon to Deputy L. Edward Lulby

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (1)

Approve Out of County Travel – Clerk of Courts - Fouts

Approve Out of County Travel – Clerk of Courts - Stephen

Approve Out of County Travel – Water & Sewer – Jones

Approve Out of County Travel – EMA – McCarthy & James (2)

Authorize – Engineering Associates, Inc – Dundee Water System Expansion

Agreement – ARPA – Tuscarawas County Convention and Visitors Bureau

Adopt 2022 Tuscarawas County Hazard Mitigation Plan – EMA

Approve Allocation – Local Fiscal Recovery Fund - Internal

Approve Allocation – Local Fiscal Recovery Fund - External

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 14th DAY OF SEPTEMBER, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Al Landis

Commissioner Chris Abbuhl presiding.

NOTE: Commissioner Metzger was absent

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

RESOLUTION (766-2022) APPROVE MINUTES

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the minutes from the September 12, 2022 meeting as written.

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

RESOLUTION (767-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Wadsworth Service	Sheriff's Office	\$5,370.44

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

RESOLUTION (768-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer Dept.	E-1310-P000-P34	E-1310-P000-P18	\$11,000.00	Meter parts, Materials, chemicals (Core & Main, National Road Utility, SAL Chemical)

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

RESOLUTION (769-2022) OUT OF COUNTY TRAVEL – CLERK OF COURTS -FOUTS

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Jeanne M. Stephen, Clerk of Courts:

DATE: September 20, 2022
LOCATION: Columbus, OH
ATTENDEES: Jodi Fouts
USING COUNTY VEHICLE: not listed
EXPENSE: \$161.00 = mileage & meals (Certificate of Title Administration Fund)
REASON: Title Committee and Title Manual Committee Meetings

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

RESOLUTION (770-2022) OUT OF COUNTY TRAVEL – CLERK OF COURTS -STEPHEN

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Jeanne M. Stephen, Clerk of Courts:

DATE: September 21, 2022
LOCATION: Columbus, OH
ATTENDEES: Jeanne Stephen
USING COUNTY VEHICLE: not listed
EXPENSE: \$161.00 = mileage & meals (Certificate of Title Administration Fund)
REASON: Monthly Meeting

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

RESOLUTION (771-2022) OUT OF COUNTY TRAVEL – WATER & SEWER DEPT.

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Michael Jones, Engineer:

DATE: September 20, 2022
LOCATION: Millersburg, OH
ATTENDEES: Michael Jones
USING COUNTY VEHICLE: No
EXPENSE: Approximately \$30.00
REASON: OMEGA Semi-Annual Membership Meeting

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

RESOLUTION (772-2022) OUT OF COUNTY TRAVEL – EMA

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Alex McCarthy, EMA Director:

DATE: September 21, 2022

LOCATION: Knox County EMA

ATTENDEES: Alex McCarthy

USING COUNTY VEHICLE: Yes

EXPENSE: \$0.00

REASON: Knox County is hosting the directors in Central Ohio to come to their office to participate in the virtual Ohio EMA Fall Conference and Emergency Management Association of Ohio (EMAO) Fall Conference, both taking place on Wednesday, 9/21

DATE: September 27, 2022

LOCATION: Knox County EMA

ATTENDEES: Alex McCarthy & Jenn James

USING COUNTY VEHICLE: Yes (175 miles round trip)

EXPENSE: \$0.00

REASON: We are going over to help evaluate Knox County's annual Hazmat exercise. This will give Jenn a chance to observe an activated Emergency Operations Center and other emergency management functions that take place during hazmat incidents.

VOTE: Chris Abbuhl, yes;

Kerry Metzger, absent;

Al Landis, yes;

Discussion: *Commissioner Abbuhl thanked Alex for always having his supporting documents with his travel requests.*

RESOLUTION (773-2022) – AUTHORIZE - ENGINEERING ASSOCIATES, INC. - ENGINEER DUNDEE WATER SYSTEM EXPANSION – HARDY, STINGY, AMBER, WOODLAND AREAS (PROJECT ID #XR-21-04)

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

WHEREAS, based on the attached evaluation prepared by the Sanitary Engineer, it has been determined that Engineering Associates, Inc. is the most qualified engineering firm for the Project.

NOW THEREFORE BE IT RESOLVED by the Board:

Section 1 – The Board hereby accepts the Sanitary Engineer's evaluation and authorizes the selection of Engineering Associates, Inc. as the Engineer for the Project.

Section 2 – The Board hereby authorizes the Sanitary Engineer, Michael Jones, to negotiate a contract with Engineering Associates, Inc. according to Ohio Revised Code Section 153.69.

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

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

Project: **Dundee Water System Expansion (Hardy-Stingy-Amber-Woodland)**
 Estimated Fee: **> \$50,000**
 Firms Selected for Ranking from General SOQS: **N/A**

	EA		ADR		IBI		MEQ		DIZ			
	Score	Wt Score	Score	Wt Score	Score	Wt Score	Score	Wt Score	Score	Wt Score		
Award 1 to 10 points, with 10 being the best												
Item #1: Ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design services competently and expeditiously.	20%	9	1.8	7	1.4	8	1.6	7	1.4	8	1.6	
Item #2: Past performance of the firm as reflected by the evaluation of previous clients with respect to such factors as control of costs, quality of work, and meeting of deadlines.	20%	9	1.8	7	1.4	8	1.6	8	1.6	7	1.4	
Item #3: Staff experience and team qualifications.	25%	8	2	7	1.75	9	2.25	8	2	9	2.25	
Item #4: Evidence of understanding the Scope of Services and technical competence.	25%	8	2	7	1.75	9	2.25	8	2	8	2	
Item #5: Location of Firm to project site: 0-10 miles = 10 10-50 miles = 5 >50 miles = 3	10%	5	0.5	3	0.3	3	0.3	10	1	3	0.3	
Total Score				8.10		6.60		8.00		8.00		7.55
Notes: 1)												

Discussion: *Commissioner Landis thanked Sanitary Engineer, Michael Jones, for always having the proper documentation with so many projects going on right now. It feels good to be moving forward on many of these projects.*

Commissioner Abbuhl added that Mike Jones does exceptional work and always has all the documentation necessary to make sure that everything is in place.

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

RESOLUTION (774-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY CONVENTION AND VISITOR’S BUREAU

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Convention and Visitor’s Bureau in the amount of \$50,000:

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 the Tuscarawas County Convention and Visitors Bureau ("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 remedialing 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 \$50,000 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 Convention and Visitors Bureau.

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 \$60,000 ("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, and 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 (15th) day of the month following the month being reported upon (the "Monthly Reports"). For example, Reports for the month of July would be due no later than August 15th. The Monthly Reports shall be submitted to the County and the Project Consultant in 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 County'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 must be used to cover costs incurred by the recipient between March 3, 2021, and December 31, 2024, and funds shall be expended, in their entirety, by December 31, 2026.

ARTICLE 7. 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 Tuscawawas 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 County.
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 County. 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 Tuscawawas 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 Tuscawawas 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 Tuscawawas 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 and, if required or applicable, is approved by the Commission of the Tuscawawas County, Ohio.
- E. **Waiver.** A waiver by Tuscawawas 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 Convention and Visitors Bureau
124 E High Ave.
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 deemed 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.

RECIPIENT

By: *D. Rossman*

Print Name: D. ROSSMAN

Is: Executive Director

TUSCARAWAS COUNTY, OHIO

Maghan Neale, CRA, CFC
County Consultant

Date: 09/09/2022

APPROVED AS TO FORM AND CORRECTNESS:

Robert Stephenson II
Robert Stephenson II, Assistant Prosecuting Attorney

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

September 14, 2022

Journal 85 Pg. 481

John Miller
Commissioner of Tuscarawas County

Date: 9/14/2022

Kerry Metzger, Absent
Commissioner of Tuscarawas County

Date: 9/14/2022

Al Jones
Commissioner of Tuscarawas County

Date: 9/14/2022

EXHIBIT A
PROJECT ACTIVITIES

- Travel Tusc Ticket Program**
- Free admission to local tourism sites in the County for County residents and residents of surrounding Counties.
 - Printing and Marketing of Travel Tickets
 - Reimbursement to tourism sites that participate in the program

EXHIBIT B
PROCUREMENT REQUIREMENTS

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

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

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

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

Discussion: Alex McCarthy, EMA Director, was present to request approval for the 2022 Tuscarawas County Hazard Mitigation Plan. Every five years, FEMA requires every county to update their Hazard Mitigation Plan. This is a 300-page document that gives a history and geography of your county and what kind of hazards the county normally faces. The EMA tries to rank hazards from the most significant to the least significant. The rankings are not based on their prevalence or how often they occur, but local impacts on people, property and what the economic losses would be.

The top three hazards in Tuscarawas County are dam failure, extreme temperatures and hazmat incidents. Once the hazards are identified, every community in this county has the opportunity to identify various actions that they can take or if they would like to pursue grant funding in order to mitigate or lesson the impacts of some of these hazards in the future.

A couple of graphics being looked at are a few local creeks being changed up a little to increase out-flow. One example is Goettge Run which sometimes backs up into the Dover Chemical facility.

Agriculture would be a big concern should we ever have a drought. This would cause economic impact. EMA coordinates with local dam owners to insure they are responsible and dams are being kept up to date in accordance to Ohio Department of Natural Resources (ODNR) rules and regulations because dam failure does not happen frequently, but can put many properties in jeopardy. EMA would also like to talk with the Tuscarawas County Fair Board to see about getting some grant funding to have a tornado shelter on the premises.

Commissioner Landis asked what the impact of extreme temperatures have on the county. Alex stated this is the one of the most concerning hazards. An example is this past summer when the Derechos knocked out power for days and there were extreme hot temperatures. Likewise, in the winter, a snow storm hits and the power is knocked out and there are extreme cold temperatures. This makes residents susceptible to heat or cold illnesses.

Commissioner Abbuhl asked if log jams at the bridges were an issue? With more and more people using the river for recreation, log jams can damage the integrity of the bridge and recreational uses of the river. The log jams also become an issue because snakes like to take up residency in the log jam. Is this something that has been discussed or becoming an issue? Alex stated in terms of county-wide projects this issue was not on the list. There was a major log jam that was just removed from Goettge Run because it affects flooding as well.

Commissioner Landis followed by telling Alex that he and his team do an excellent job and thanked the whole team. This has been a very busy Summer for EMA. Alex stated his team takes pride in the work they do.

RESOLUTION (75-2022) 2022 Tuscarawas County Hazard Mitigation Plan - County Adoption Resolution

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to adopt the following Mitigation Plan:

WHEREAS, Tuscarawas County, Ohio is most vulnerable to natural and human-made hazards which may result in loss of life and property, economic hardship, and threats to public health and safety, and *WHEREAS*, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities, and

WHEREAS, *Tuscarawas County* acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds, and

WHEREAS, the 2022 Tuscarawas County Hazard Mitigation Plan has been developed by the Tuscarawas County Emergency Management Agency in cooperation with other county departments, officials and citizens of *Tuscarawas County*, and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the 2022 Tuscarawas County Hazard Mitigation Plan, and

WHEREAS, the 2022 Tuscarawas County Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-made hazards that face the County and its municipal governments,

NOW THEREFORE BE IT RESOLVED by the governing body for *Tuscarawas County*:

- The 2022 Tuscarawas County Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of *Tuscarawas County* and
- The respective officials and agencies identified in the implementation strategy of the 2022 Tuscarawas County Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

ADOPTED, this 14th day of September, 2022

ATTEST:
Shirley Peters Clerk
 Commissioner: *Chris Abbuhl*
Tuscarawas County
 Commissioner: Absent
 Commissioner: *Al Landis*

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

Discussion: *Sheriff Orvis Campbell was present to give the Commissioners a history on L. Edward Luty, who is a Sheriff Deputy that has worked for free for more than 45 years and has bought three cruisers and donated them to the Sheriff's Department. He paid for all of his own training courses, equipment, gear, whatever he needed to do the job. Deputy Luty would not take any money in return for anything. Mr. Luty is an anomaly. There has never been anyone like him in the past and will not be in the future. Deputy Luty has worked under many different sheriffs over the years. Deputy Luty is going to retire after 45 years. Sheriff Campbell would like to donate his service weapon to him as a gesture of the respect the Sheriff's Department has for him.*

RESOLUTION (776-2022) DONATE SERVICE WEAPON TO DEPUTY L. EDWARD LUTHY UPON RETIREMENT

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

WHEREAS: The service weapon used by Deputy L. Edward Luthy is a Smith & Wesson 2.0 9mm gun, (S/N NBL 5963).

WHEREAS: Deputy L. Edward Luthy has retired from the Tuscarawas County Sheriff's Office after 45 years of service.

NOW, THEREFORE, BE IT RESOLVED, the Board of Tuscarawas County Commissioners do hereby donate one Smith & Wesson 2.0 9mm gun (S/N NBL 5963) to Deputy L. Edward Luthy upon his retirement from the Tuscarawas County Sheriff's Office.

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

SHERIFF'S OFFICE: *Commissioner Abbuhl stated it is good that Sheriff Campbell is recognizing Deputy Luthy for all he has done and sometimes people move on and they don't get the appreciation they probably should because life gets in the way. Someone like this is really unique.*

LOCAL FISCAL RECOVERY FUND: *Larry Lindberg, Auditor, stated the first Local Fiscal Recovery Fund Resolution relates to Revenue Loss. This is for county projects and the second Local Fiscal Recovery Fund Resolution refers to projects that are specifically identified under the American Rescue Plan. Everyone who wanted ARPA Funds has gone through an application process identifying and summarizing their different projects and why they are needed. There is also a consulting firm helping to go through the applications and these are the recommendations of the committee and the consultants.*

RESOLUTION (777-2022) APPROVE ALLOCATION - LOCAL FISCAL RECOVERY FUND

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following allocations for County Projects from the Local Fiscal Recovery Fund

Revenue Loss Replacement is an eligible expenditure that fall under the category Section 6 specifically 6.1 Provision of Government Services of the U.S. Treasury guidance of allowable uses of recovery funds.

1. ADA Compliant Touchless Doors and payment box – CSEA - \$29,000
2. Facility Improvements – Tuscarawas County Health Department
 - a. Safety and Security Projects - \$150,000
 - b. ADA Accessibility Projects - \$150,000

Broadband is an eligible expenditure that fall under the category Section 5 specifically 5.21 Broadband: Other Projects of the U.S. Treasury guidance of allowable uses of recovery funds.

1. Tuscarawas County Commissioners - Broadband – \$1,000,000

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

RESOLUTION (778-2022) APPROVE ALLOCATIONS – LOCAL FISCAL RECOVERY FUND

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following allocations from the Local Fiscal Recovery Fund:

Healthy Childhood Environments— This expense is an eligible expenditure that fall under the category Section 2 specifically 2.14 (Early Learning)

1. United Way
 - a. Dolly Parton's Imagination Library - \$10,000

Strong Healthy Communities – These expenses are eligible expenditures that fall under the category Section 2 specifically 2.22 (Neighborhood Features that Promote Health and Safety)

1. Village of Dennison
 - a. Sidewalk improvements - \$100,000
2. Tuscarawas County Public Library
 - a. Heating Improvements - \$10,000
 - b. Security Camera System - \$41,000
3. The Tuscarawas County Pony League, Inc.
 - a. Turf Tuscora Diamond - \$25,000

Aid to Impacted Industries— These expenses are eligible expenditures that fall under the category Section 2 specifically 2.35 (Aid to Tourism, Travel or Hospitality)

1. Tuscarawas Arts Partnership
 - a. LoveTusc Sculpture Tour - \$8,000
2. Clay Capital Heritage Center
 - a. Phase 4 Capital Improvements - \$12,500

Infrastructure – This expense is an eligible expenditure that fall under the category Section 5 specifically 5.6 (Storm Water)

1. City of Uhrichsville
 - a. Storm Sewer Improvement - \$105,594

Infrastructure – This expense is an eligible expenditure that fall under the category Section 5 specifically 5.10 (Drinking Water: Treatment)

1. Village of Midvale
 - a. Water Treatment Plant Improvements - \$100,000

Infrastructure – This expense is an eligible expenditure that fall under the category Section 5 specifically 5.1 (Clean Water: Centralized Wastewater Treatment)

1. Village of Tuscarawas
 - a. Wastewater Treatment Plant Improvements - \$100,000

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

Discussion: *Commissioner Landis thanked the committee that reviews these applications. We appreciate our consultants and this is something the entire group has taken very seriously by trying to invest the recovery money in the best possible places that are long-term and quality of life issues in Tuscarawas County. Commissioner Landis thanked Larry Lindberg, Auditor, and his team for all of their hard work. Commissioner Abbuhl added by hiring the consultants, we were doing everything properly according to the guidelines, we were protecting the county and long-term projects. Everyone involved has done an amazing job so far. We could have used all of the recovery money internally, but we chose to share the funds county-wide for long-term projects.*

RESOLUTION (779-2022)

PAY BILLS

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

Meeting Date 09/14/2022

911

Tritech Software Systems	Subscription	\$926.10
Language Line Services	Interpreter	\$325.96
Agile Networks	Fiberlink Services	\$1,240.00
APCO International	Training/Recertifications	\$60.00
APCO International	Training/Recertifications	\$67.53
APCO International	Training	\$27.47

\$2,647.06

Commissioners

Pitney Bowes Reserve Account	Postage	\$20,000.00
Independence Business Supply	Desk w/return & File Cabinets	\$2,747.25
Levco Striping	Striping Services	\$800.00
Levco Striping	Striping Services	\$425.00
MNU Technologies	Computer Equipment/Prosecutor	\$402.00
Beavercreek Landscaping	Mowing Services	\$300.00
KU Resources, Inc	Professional Services/CR 37 Legal	\$6,140.30
KU Resources, Inc	Professional Services/CR 37 Legal	\$285.70
Sherwin Williams	Supplies	\$41.99

\$31,142.24

Common Pleas

Forensic Diagnostic Center	Evaluator's Travel	\$135.00
Copeco, Inc	Contract Base Rate	\$174.57
Verizon	Service Contract	\$60.22
Forensic Diagnostic Center	Evaluator's Travel	\$135.00
Forensic Diagnostic Center	Evaluator's Travel	\$135.00

\$639.79

Community & Economic Development

Tusc Co OCED	Admin/B-F-21-1CT-1	\$5,339.04
Mount Corrick Construction	CHIP Home Repair	\$23,225.00

\$28,564.04

Dog Pound

Action Now	Pest Control	\$37.00
Humble Creatures Vet Clinic	Medical Care	\$265.00
Kimble	Service	\$164.50
Staley Technologies	Supplies	\$560.42

\$1,026.92

Engineer

Dynamic Hydraulic Services	Repairs/Parts	\$1,233.30
Ohio Machinery	Repairs/Parts	\$1,358.45
Bakersville Garage	Repairs/Parts	\$113.92
Triple R Trailer Sales	Repairs/Parts	\$21.00
Asphalt Materials	Mat'l per bid	\$12,536.68
Truck Sales & Service	Repairs/Parts	\$75.53
The Glass House	Windshield Replacement	\$550.00
Conrad Electric	Electrical Work	\$1,306.10
Soehnlen Sand & Gravel	Topsoil	\$1,005.40
Summers Rubber	Repairs/Parts	\$34.94
World Fuel Services	Fuel Oil & Gas per bid	\$38,864.91
Carpenter Heating & Cooling	Service	\$188.55
Jamar Technologies	Traffic Counter Supplies	\$716.10

\$58,004.88

Growth Fund			
Tusc Co OCED	FY 2022 4 th Qrt	\$13,849.75	
			\$13,849.75
Information Technology			
Horizon	Internet Connection	\$608.00	
MNJ Technologies	Equipment	\$28.50	
Digicert, Inc	Wildcard Certificate	\$848.00	
			\$1,484.50
Job & Family Services			
Brenda Hughes et al	NET Mileage Reimbursement	\$9,698.40	
			\$9,698.40
Juvenile/Probate			
Anthony Flex	Travel	\$639.42	
Karen Ross Quinlan	Travel	\$784.38	
			\$1,423.80
Park Department			
Kimble Co	Dumpster Service	\$57.26	
Canal Tavern of Zoar	Volunteer Recognition Event	\$345.00	
			\$402.26
Sheriff			
Kimble	Litter Disposal	\$100.96	
Kimble	Litter Disposal	\$22.52	
Verizon Wireless	Cell Phone Service	\$780.65	
NP Water Dept	Service	\$3,455.55	
Mastercard	Training	\$13.76	
Mastercard	Transport Prisoners	\$2,015.30	
Trinity Hospital Twin City	Labs	\$385.00	
Staples	Supplies	\$387.48	
On City Streets, Inc	CIT Training	\$808.75	
Fisher Auto Parts	Cruiser Supplies	\$167.84	
World Fuel Services	Gasoline	\$3,717.55	
John M Ellis	CIT Training	\$300.00	
G & L Supply	Supplies	\$1,860.02	
Dutch Creek Food	Immate Food	\$5,843.59	
Sysco Food Service	Immate Food	\$7,038.89	
World Fuel Services	Gasoline	\$15,149.79	
			\$42,047.65
Water & Sewer			
Kimble Co	Sewage Disposal	\$1,905.37	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$63.75	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$22.50	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$63.75	
Ream & Haager	Lab Services	\$4,108.50	
The New Co	Materials	\$48.80	
Stony Point Supply	Materials	\$354.25	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$21.25	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$233.75	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$21.25	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$21.25	
Ream & Haager	Lab Services	\$2,313.00	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$21.25	
			\$9,198.67
GRAND TOTAL			\$200,129.96

VOTE:

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

OTHER BUSINESS: *Commissioner Abbuhl wanted to remind the public the meeting on Monday, September 19th will be held at the Tuscarawas County Fairgrounds in the Clover Cafe @ 9:00 a.m.*

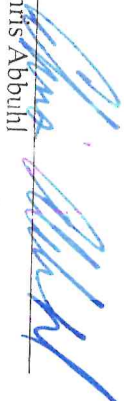
RESOLUTION (780-2022) ADJOURN

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to adjourn at 1:41 p.m. to meet in Regular session Monday, the 19th day of September, 2022

VOTE:

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

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


Chris Abbuhl


Al Landis

Attest:
Clerk

