

January 23, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

2:15 p.m. Tess Bilbrey – ABM – Infrastructure Renewal Program
2:30 p.m. Lee Finley, Flood Plain Coordinator, Annual Report for Flood Plain Activity

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (4)

Approve Inter-Fund Transfer/Advance

Approve Advertisement for Bid – Reprofilling/Resurfacing CR 37 (Pleasant Valley Rd)

Approve Proposal – Wood Electric – Public Defender’s Office

Approve Prisoner Agreements

Approve Apiary Inspector – Don Ackerman

Approve ARPA Grant – The United Way

Approve Flood Plain Development Permit – Sandyville Pump Station Repair Work

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 23rd DAY OF JANUARY, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (70-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the minutes from the January 18, 2023 meeting as written.

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

RESOLUTION (71-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Quality Moments	JFS	\$294.50
The Village Network	JFS	\$1,000.00
Treasurer, State of Ohio	JFS	\$639.50
Sean & Alisha Ketchem	JFS	\$340.00
Business Information Systems	Probate/Juvenile Court	\$2,101.75
Business Information Systems	Probate/Juvenile Court	\$2,101.75
Piedmont Gas	Engineer	\$464.50
Muskingum County Juvenile Detention Center	Juvenile Detention Services	\$57,600.00
Geib	Veterans Service Office	\$1,000.00
Matthew Bender & Co., Inc	Veterans Service Office	436.81
Cuyahoga Co. Medical Examiner	Coroner	\$8,850.00
Cuyahoga Co. Medical Examiner	Coroner	\$1,475.00
NMS Labs	Coroner	\$594.00
Smith Livery Service	Coroner	\$6,100.00
Todd Stanley	Coroner	\$317.04
Luke & Megan Kneuss	JFS	\$386.85
Through the Years Child Center	JFS	736.00

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

RESOLUTION (72-2023) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	E-0440-A018-A00	E-0410-A015-A15	\$77,237.00	Amount certified by Auditor that can be transferred into Budget Stabilization. This places the appropriation in the "transfer out" line item of the Co General Fund
Board of Elections	E-1855-T045-T10	E-1858-T045-T33	\$7,849.35	To appropriate for the return of unexpended Security & Accessibility grant monies to the Secretary of State
Road & Bridge	E-1200-K000-K40	E-1200-K000-K29	\$100,000.00	Contract Services
Law Library	E-1411-S020-S99	E-1411-S020-S13	\$125.00	Cover costs/reimburse part-time employee for Notary Public fees

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

RESOLUTION (73-2023) INTER-FUND TRANSFER/ADVANCE

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following inter-fund transfer/advance as per State Auditor's recommendation:

From: Co. General to 911 Sales Tax	\$20,000.00
Co. General to Children Services	\$103,893.64

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

RESOLUTION (73-2023) ADVERTISE – BIDS – PROJECT #2-2023 – REPROFILING/RESURFACING CR 37 (PLEASANT VALLEY RD)

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the advertisement for bids for Project #2-2023 – Reprofiling/Resurfacing CR 37 (Pleasant Valley Road) for the repaving of CR 37 (Pleasant Valley Rd) in Union & Mill Townships as requested by Joseph Bachman, County Engineer:

ADVERTISEMENT FOR BIDS

Electronic bids will be opened at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663, at **9:30 am on Wednesday, February 8, 2023** for the following project:

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

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

Project #2-2023 –Reprofiling/Resurfacing CR 37 consists of repaving County Road 37 (Pleasant Valley Road) in Union and Mill Townships.

Bidders must be currently pre-qualified with and in good standing with ODOT. The bidder must possess work types and perform work equal to at least 30% of the total amount of the submitted bid price.

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

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

CHRIS ABBUHL
KRISTIN ZEMIS
GREG RESS

Attest: Rhonda Jordan, Clerk

Publish: The Times Reporter on **January 24, 2023**
<https://www.co.tuscarawas.oh.us/engineer-project-materials/>

Detailed Bid Tabs will be posted at the above site when the project is awarded.

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

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

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

RESOLUTION (75-2023) APPROVE PROPOSAL – FLAT PANEL LIGHT FIXTURES – WOOD ELECTRIC – PUBLIC DEFENDER

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following proposal submitted by Wood Electric, Inc. in the amount of \$5,675.00 to install new LED flat panel light fixtures in the Public Defender's Office.



WOOD ELECTRIC INC.

January 6, 2023

Tusc. County Public Defenders
ATTN: Michelle Pompey
203 Fair Ave., NE
New Philadelphia, OH 44663
pompeym@co.tuscarawas.oh.us

RE: Light Replacement

Dear Ms. Pompey,

Wood Electric, Inc. is pleased to offer the following budget quote for the above named project. Our proposal is based on the following conditions and exclusions:

Scope of Work:

- Provide and install all labor and material necessary to add twenty-five (25) new LED flat panel light fixtures necessary to replace obsolete, non-efficient existing light fixtures.
- All work to be performed during normal working hours 7 AM to 5 PM, Monday through Friday

Labor & Materials & Equipment for work stated above.....Price \$5,675.00
Five Thousand Six Hundred Seventy-Five Dollars (\$5,675.00)

Respectfully submitted,

Eric Maendel
Project Manager/Estimator

md

OH EL#17303 - EQUAL OPPORTUNITY EMPLOYER -
Telephone: 330.339.7002 Fax: 330.339.3917 Email: info@woodelectric.net
210 11th St NW, New Philadelphia, OH 44663
www.woodelectric.net

Tusc. County Public Defenders
January 6, 2023
Page #2

Wood Electric, Inc.

RE: Light Replacement

I the undersigned as agent for the above named customer/subscriber have read the attached contractual terms and by signing this agreement indicate my understanding and agreement to the terms as written.

Accepted. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signed: Chris Abbuhl President of Board Commissioners
Authorized Agent Title

Please Print: Chris Abbuhl Date: 1/25/2023

For immediate processing, please sign and return all pages via email to info@woodelectric.net or by fax to 330-339-3917

Please Note: This proposal may be withdrawn by us if not accepted within 30 days.

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

RESOLUTION (76-2023) PRISONER AGREEMENTS – VILLAGE OF BOLIVAR & VILLAGE OF BARNHILL

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the prisoner agreement with the following entities for prisoner care at Eighty Dollars (\$80.00) per day as recommended by Sheriff Campbell:

- Village of Bolivar
- Village of Barnhill

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

Discussion: *Commissioner Abbuhl stated it is very hard to find bee keepers. Especially ones that do all of the inspections that Mr. Ackerman has been doing. Mr. Ackerman has been doing a fantastic job.*

RESOLUTION (77-2023) APPOINT DON ACKERMAN APIARY INSPECTOR

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

WHEREAS, Don Ackerman has been determined by the Board of Commissioners to meet the minimum qualifications established for the position of Deputy Apiarist. Mr. Ackerman has met the statutory requirements of the Ohio Department of Agriculture.

WHEREAS, Don Ackerman shall be employed as an Independent Apiary Contractor and shall be appointed Deputy Apiarist with the consent and concurrence of the State of Ohio Director of Agriculture and shall be responsible to them for enforcement of sections 909.01 and 908.18, inclusive, of the Ohio Revised Code. Appointment shall be contingent upon the successful execution of the Independent Contractor agreement.

THEREFORE, be it resolved that Don Ackerman be employed as Deputy Apiarist at a rate of \$14.00 per hour with a mileage rate of \$0.60 not to exceed a total appropriation of \$2,500.00.



2023- APPOINTMENT FOR COUNTY APIARY INSPECTOR

County Tuscarawas	Appoints:	
Name: Don Ackerman		
Street: 9974 Towpath Rd NW		
City: Bolivar	State: OH	Zip: 44612
Phone Number: 330-874-2128		Email: ackermanconst4@cs.com
The county apiary inspector shall serve for the 2023 apiary season (approximate season from March 15 th to October 31 st weather permitting)		
PLEASE COMPLETE ONE FORM FOR EACH COUNTY INSPECTOR AND RETURN BY JANUARY 31st TO THE ADDRESS ABOVE:		
The following was approved on _____ (Date)		

Please Complete All Lines →	\$2,500.00	Appropriation
	\$14.00 p/hr	Compensation Rate (Hourly, Daily)
	\$.60	Mileage Rate
	n/a	Meals (if applicable)

Chris Abbuhl Commissioner
Greg Ress Commissioner
Kristin Zemis Commissioner
Rhonda Jordan Clerk

COUNTY COMMISSIONER CONTACT INFORMATION

County Commissioner Contact Person Name: Chris Abbuhl, President
 Address: 125 E. High Avenue
 City | State | Zip: New Philadelphia OH 44663
 Contact Person: Crystal DiGenova, Admin. Assistant/Office Manager
 Phone: 330-365-3240
 Contact Person Email: commissioners@co.tuscarawas.oh.us



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

RESOLUTION (78-2023) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – THE UNITED WAY OF TUSCARAWAS COUNTY

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the United Way of Tuscarawas County in the amount of \$10,000.00:

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 UNITED WAY OF TUSCARAWAS COUNTY** ("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 Ten Thousand Dollars and Zero Cents (\$10,000); 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.

The United Way of Tuscarawas County.

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 Recipients questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.

The County will provide Recipient a County Grant in an amount not to exceed ten thousand dollars (\$10,000) ("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. 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 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 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 Tuscarawas County as a vendor;
- 3) Recipient is properly registered at SAM.gov and has an active UEI number;
- 4) Recipient is not disqualified 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 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: The United Way of Tuscarawas County
1458 5th Street 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.

THE UNITED WAY OF TUSCARAWAS COUNTY

By: [Signature]

Print Name: ROBIN WALTZ

Its: PRESIDENT/CEO

TUSCARAWAS COUNTY, OHIO

[Signature]
County Consultant

Date 1/19/2023

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Robert Stephenson II, Assistant Prosecuting Attorney

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

January 23, 2023

Journal 86 Pg. 265

[Signature]
Commissioner of Tuscarawas County

Date 1/23/2023

[Signature]
Commissioner of Tuscarawas County

Date 01/23/2023

[Signature]
Commissioner of Tuscarawas County

Date 1/23/2023

EXHIBIT A

PROJECT ACTIVITIES

The United Way of Tuscarawas County is requesting funding for their Dolly Parton Imagination Library of Ohio project in Tuscarawas County. This project provides one book a month to children ages 0-5 at no cost to the family. The cost per child is \$25 a year. Currently 2,765 children in Tuscarawas County are being served. United Way is currently partnered with Tuscarawas County Literacy Coalition to administer the program and individual and civic organizations are approached to help fund 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.

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:

- The purchase and mailing of books to Tuscarawas County children ages 0-5

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: Street: Address: City/State/Zip: In: Project ID:			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 invoice) or eligible expenditures must be submitted. No payments will be made without adequate supporting documentation.					
PROJECT REIMBURSEMENTS								
	Amount	Payment ID/Check Number	Payment/Check Date (MM/DD/YYYY)	Invoice Date (MM/DD/YYYY)	Invoice Number	Vendor Name	Procurement Method	Total Due for Payment
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
Total								
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 Award		0.00		
				Award Amount Remaining		0.00		

Discussion: Commissioner Zemis wanted to abstain from voting because she is a member of the Board of directors of the United Way.

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

RESOLUTION (79-2023) FLOOD PLAIN DEVELOPMENT PERMIT – SANDYVILLE PUMP STATION REPAIR WORK – TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the Floodplain Development Permit for Sandyville pump station repair work in sandy Twp. Located at the intersection of Sandyville Rd NE and Ridge Rd NE, Sandyville as submitted by Lee Carl Finley, Floodplain Coordinator.

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

Date: 01/19/2023 # 2023-001

\$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 Tuscarawas County Metropolitan Sewer Dist
for Sandyville Pump Station Repair Work in Sandy Twp
located at The intersection with of Sandyville Rd NE and Ridge Rd NE, Sandyville

The Development Permit application submitted by Tuscarawas County Sanitary Engineer 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 \$ \$332,350 Elevation of Property 949 +/- Ft. (msl)

This information contained in Permit Application Number 2023-001 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 R.E.M.S. 01/19/2023
Tuscarawas SWCD (Floodplain Coordinator) *Date*
Approved by: Kristin Zemis 01/23/2023
Commissioner *Date*
Chris Abbuhl 1/20/2023
Commissioner *Date*
Greg Ress 1/23/2023
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: Project is repairing/replacing the existing pump station at south end of Sandyville. Final elevations for the construction shall be at or below the grade(s) shown on plans. Elec. components to be waterproofed/elevated against flooding.

Floodplain Development Permit Tuscarawas SWCD revised: 16 June 2022 (lcf)

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

RESOLUTION (80-2023) TABLE BILL – JFS – NEW CHAIR

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to table the bill from JFS for a new chair for \$605 for further review into the amount of the chair.

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

RESOLUTION (81-2023) PAY BILLS

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

Meeting Date - January 23, 2023

911		
APCO International Inc	Training/Recertifications	\$60.00
Environmental Systems Research Inst	GIS	\$1,250.00
		\$1,310.00

American Rescue Plan Act

City of Uhrichsville	Storm Sewer Proj#123 Final	\$105,594.00	
John Patrick Picard Architect Inc	Multi Purpose Bldg Inv #3	\$21,566.50	
			\$127,160.50
Clerk of Courts			
Dan Loibl	Supplies	\$63.50	
Xerox	Copier Contract	\$84.45	
			\$147.95
Commissioners			
AEP	Electric Utility	\$1,448.78	
AEP	Electric Utility	\$3,346.72	
AEP	Electric Utility	\$27.89	
AEP	Electric Utility	\$2,499.90	
BA Widder Architectural Services	Courthouse Security Area	\$6,608.54	
BA Widder Architectural Services	Maint Facilities	\$2,753.53	
BA Widder Architectural Services	Maint Facilities	\$295.56	
Fenton Brothers Electric Inc	Supplies	\$183.09	
Frontier	Services	\$598.00	
Go Shred	Services	\$165.00	
Hall Public Safety	Cruiser Equipment (5)	\$53,213.90	
Mancan	Services	\$799.36	
Menard's	Supplies	\$43.97	
MNJ Technologies	Email Filter/IT	\$5,752.50	
ODP	Supplies	\$64.86	
Wood Electric	Generator Proj	\$19,137.00	
			\$96,938.60
Community & Economic Development			
Hochstler Construction Ltd	CHIP Homes Repairs	\$1,050.00	
Hochstler Construction Ltd	CHIP Home Repairs	\$7,125.00	
Mount Corrick Construction	CHIP CDBG Repairs	\$300.00	
Mount Corrick Construction	CHIP CDBG Repairs	\$735.00	
Ohio Regional Dev Corp 'ORDC'	CHIP CDBG Repairs	\$161.00	
	CHIP CDBG Repair/Soft		
Ohio Regional Dev Corp 'ORDC'	Costs	\$66.00	
	CHIP CDBG Repair/Soft		
Ohio Regional Dev Corp 'ORDC'	Costs	\$842.00	
			\$10,279.00
Community Corrections			
Staples Credit Plan	Supplies	\$334.96	
Tusc Co Sheriff's Office	Gasoline	\$184.74	
			\$519.70
Dog & Kennel			
Action NOW Pest Control	Services	\$45.00	
Cummins Sales & Service	Services	\$453.16	
Millers Clothing	Supplies	\$125.00	
Parkway Auto	Service	\$62.10	
			\$685.26
Engineer			
Advance Auto Parts	Repairs/Parts	\$14.17	
Cargill Inc	Road Salt	\$6,743.12	
Company Wrench	Repairs/Parts	\$2,859.21	
Cross Truck Equipment	Repairs/Parts	\$7.30	
Dover Brake Inc	Repairs/Parts	\$333.21	
Fastenal Company	Supplies	\$195.38	
First Communications	Services	\$20.11	
Flynns Tire	Tires/Repairs	\$4,027.42	
Great Lakes Computer Corp	Services	\$15.78	

Great Lakes Computer Corp	Services	\$15.78	
Hilton Columbus at Easton	PLSO Conference	\$338.00	
Hilton Columbus at Easton	PLSO Conference	\$338.00	
John W Cookson Co	Repairs/Parts	\$3,147.22	
Kinsey Farms LTD	Damage Reimbursement	\$715.00	
Kyle Weygandt	Contracted Safety Services	\$500.00	
National Lime & Stone	Materials	\$11,512.04	
Ohio Machinery	Repairs/Parts	\$1,888.10	
Ohio Machinery	Repairs/Parts	\$247.71	
Palmer Engineering	Design Services	\$6,788.05	
PCR Premier Court Reporting	Services	\$235.85	
PLSO	Conference Registration	\$450.00	
PLSO	Conference Registration	\$450.00	
Rosenberry Towing	Services	\$530.00	
Snyder Brothers Sales & Service	Repairs/Parts	\$50.76	
Southeastern Equipment Co	Repairs/Parts	\$921.54	
Summers Rubber Co	Repairs/Parts	\$254.88	
Tusc Co Township Association	Annual Meeting Fee	\$700.00	
Tusc Const Supply	Supplies	\$1,507.94	
Tusc Const Supply	Supplies	\$2,857.94	
Tusc Construction Supply	Supplies	\$442.06	
Tuscarawas Co Recorder	Services	\$130.00	
Ziegler Bolt & Nut House	Supplies	\$63.16	
			\$48,283.95
Human Resources			
H&M Collision	Car Repairs	\$6,748.61	
Mike's Body Shop	Car Repairs	\$6,126.37	
Mike's Body Shop	Car Repairs	\$4,429.47	
Staples	Supplies	\$206.92	
Tusc Co Chamber of Commerce	Safety Council Fees(Jan-Jun)	\$300.00	
			\$17,811.37
JFS			
Access Tusc Transit	Transportation	\$12,841.20	
Action NOW	Pest Control	\$55.00	
Advantage Family Outreach & FC/Et AI	Boarding Home Purch. Care	\$394,465.32	
Akron Children's Hospital	FC/Medical Services	\$202.20	
Ashley & Robert Bunton Jr	Transportation	\$157.20	
Ashley & Robert Bunton Jr	FC Transportation	\$69.60	
CBTS	Rent & Utilities	\$1,675.81	
	Fraud Promo		
CDW Government Inc	Items/Printers	\$4,186.46	
Charter Communications	Services	\$547.62	
Chrysalis Counseling Center Inc	Services	\$3,105.00	
FCSAO	Executive Meeting Fee	\$190.00	
G&L Supply Co	Supplies	\$829.72	
Go Shred	Services	\$138.75	
Graphic Enterprises	Copier Contracts	\$546.86	
Green Primary School	FC School Fee	\$40.00	
Jennifer Conner	FC Reimbursement	\$146.76	
Jessica Cox	FC Daycare	\$386.85	
JFSHRA	Yearly Dues	\$100.00	
Lighthouse Family Center Ltd	FC Eval	\$990.00	
Lowe's	PRC/Kinship	\$549.83	
Luke & Megan Kneuss	FC Reimbursement	\$703.23	
Malissa Cantarero	Travel Reimbursement	\$356.58	
Menard's	Supplies	\$35.66	

Menard's	Supplies	\$211.36	
Michael & April McKelvey	FC Transportation	\$42.00	
Missy Mazeska	FC Reimbursement	\$72.89	
Monique Bailey	Travel Reimbursement	\$16.80	
Monique Bailey	Transportation	\$5.88	
Muskingum Valley Health Center	Evaluation	\$121.25	
OJFS East Central OH District Dire	Dues & Mtg Registration	\$500.00	
Paul & Desiree Runyon	Transportation	\$67.20	
PCSAO	Yearly Dues	\$6,155.98	
PCSAO	Meeting Fee	\$190.00	
Propio Language Services LLC	Services	\$293.93	
Public Children's Services Assoc	Member Fees	\$2,575.00	
Quadient Inc	Supplies	\$200.45	
Quadient Leasing USA Inc	Postage Machine Lease	\$594.75	
Quality Moments	FC Therapy	\$355.96	
Ridgway's Auto Repair	PRC/Auto Repair	\$593.74	
Ronald & Denise Tedrick	FC Transportation	\$63.00	
Ronald & Denise Tedrick	FC Reimbursement	\$160.45	
Sheena & Christopher Goecks	FC Reimbursement	\$235.77	
Skylar Smolak	Travel Reimbursement	\$35.00	
Society for Equal Access	Transportation	\$53,957.49	
Staples Business Credit	Supplies	\$365.53	
Staples Business Credit	Office Chair	\$605.00	
Superfleet Mastercard Program	Transportation	\$66.51	
Through the Years Child Center	FC Daycare	\$690.00	
Travelodge	Travel Reimbursement	\$156.00	
Tusc Co Commissioners	Cost Allocation	\$8,843.40	
Tusc Co Commissioners	Rent & Utilities	\$3,110.66	
Tusc Co Commissioners	Cost Allocation	\$3,522.84	
Tusc Co Treasurer	Contract Services	\$1,067.50	
Tusc Co Treasurer	Audit Fee	\$2,560.95	
Tusc Co Water & Sewer Dept	Water/Sewer Services	\$150.00	
Tuscora Electric Supply Co	Supplies	\$144.55	
Verizon Wireless	Services	\$435.24	
Verizon Wireless	Services	\$1,411.94	
			\$511,898.67
Juvenile Detention Services			
Muskingum Co Juvenile Detention Ctr	1st Qtr Services	\$57,600.00	
			\$57,600.00
Law Library			
Independence Business Supply	Supplies	\$50.16	
			\$50.16
Park			
Menard's - New Philadelphia	Supplies	\$50.75	
Ohio Parks & Recreation Assoc	Membership	\$300.00	
Owen's Implement	Supplies	\$22.50	
			\$373.25
Public Defender			
AEP	Electric Utility	\$421.79	
Cargnel's Cleaning Service LLC	Services	\$500.00	
Charter Communications	Services	\$307.32	
CSEA	CAC Utilities	\$124.37	
	NAPD		
Nicole Stephan	Membership/Reimbrs	\$40.00	
Stutzman Lawn & Landscaping	Services	\$152.50	
TIAA Commercial Finance Inc	Copier Contract	\$255.63	
			\$1,801.61

Recorder			
Crystal Springs	Supplies	\$29.00	
			\$29.00
Sheriff			
Arney Automotive	Repair	\$182.04	
Arney Automotive	Repairs	\$2,095.27	
Bernard Food Industries	Supplies	\$1,312.86	
David Gerber	Travel Reimbursement	\$29.16	
Diamond Drugs Inc	Supplies	\$7,983.22	
Elite Tire Dover Inc	Tires/Alignment	\$624.54	
G&L Supply	Supplies	\$75.49	
Helbling's Supply Inc	Supplies	\$48.88	
Mastercard	Gas	\$50.19	
Michelle Scott	Supplies/Reimbursement	\$36.19	
Staley technologies	Supplies	\$3,497.00	
Todd's Mowing	Repair	\$103.02	
Todd's Mowing	Repair	\$249.93	
Trinity Hospital Twin City	Services	\$55.00	
Union Hospital	Services	\$93.25	
United Site Services	Rental	\$111.00	
Willo Product Co	Jail Door Repair	\$53,000.00	
Willo Product Co	Jail Door Repair	\$21,500.00	
			\$91,047.04
Treasurer			
Daniel Loibl	Supplies	\$107.98	
SmartBill	Services	\$6,024.70	
			\$6,132.68
Veterans			
Consolidated Stitches LTD	Services	\$116.75	
Jerry J. Murphy	AAA Membership Fee	\$90.00	
			\$206.75
Water & Sewer			
AEP	Electric Utility	\$1,954.68	
AEP	Electric Utility	\$795.01	
AEP	Electric Utility	\$7,625.11	
East Central Ohio Bldg Authority	Permit Fee	\$642.00	
Environmental Products & Access LLC	Equipment	\$315.98	
First Communications	Services	\$202.88	
Frontier	Services	\$44.82	
Frontier	Services	\$44.82	
Frontier	Services	\$339.58	
Frontier	Services	\$51.29	
Harris Battery	Supplies	\$108.00	
Harris Battery	Supplies	\$255.72	
MES (Warren Fire Equipment)	Services	\$55.00	
MES (Warren Fire Equipment)	Services	\$55.00	
Mission Communications LLC	Equipment	\$310.00	
Pump Systems	Equipment	\$15,819.00	
Smart Bill	Supplies	\$1,965.00	
Smart Bill	Supplies	\$1,965.00	
Smart Bill	Services	\$2,245.04	
Staples	Supplies	\$332.69	
The Thrasher Group Inc	Services	\$45,400.00	
The Thrasher Group Inc	Services	\$48,000.00	
Tuscarawas SWCD	Permit Fee	\$25.00	

\$128,551.62

**GRAND
TOTAL \$1,100,827.11**

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

ABM PRESENTATION: Tess Bilbrey, ABM, Infrastructure Renewal Program, was present to introduce a program that ABM uses. It is a funding program for infrastructure and facility improvements. ABM is a very large multi-billion-dollar company with 33,000 employees just in the state of Ohio. There is an aviation team, a janitorial team, any team you can think of that would service buildings, ABM has. They are the largest EV charging station provider in the country. Tess is part of the building solutions team. This team goes to cities and counties and looks for ways to fund facility and infrastructure improvements. Anything that consumes water or energy; those are items that will be looked at and assessed.

Commissioner Abbuhl asked if ABM assesses gas and power? Tess stated gas, water, and electric is what ABM will assess when they come at no cost to the County with an Energy Engineer to assess all of the County buildings. ABM will then come back in about three weeks and present their findings. This is a State-run program ran with State Legislation to help guarantee this findings. The overall goal is to increase the sustainability within the existing buildings.

FLOOD PLAIN ACTIVITY REPORT: Lee Finley, Flood Plain Coordinator, was present to give the annual Flood Plain Activity Report and the progress being made. There are several projects in the works, the Tuscarawas County Metropolitan Sewer District is doing upgrades to the different pump stations within the County. Kimble is installing gas lines along I-77 South. There was a permit issued to the Tuscarawas County Park Department to expand the Towpath Trail from the Fink Truss Bridge in Old Zoarville to the back side of Dover Dam. Also, the ODNR Huff Run/Lindentree Road Project is under way. There was a total of twelve permits issued in 2022. Twenty-Nine site Visits were done. Mr. Finley also has all of the soil samples taken in the County on file.

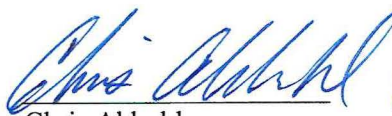
Commissioner Abbuhl stated he appreciates all that Mr. Finley does, and he is very thorough and his documentation is always able to be backed up and is done properly.

RESOLUTION (82-2023) ADJOURN

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to adjourn at 2:50 p.m. to meet in Regular session Wednesday, the 25th day of January, 2023.

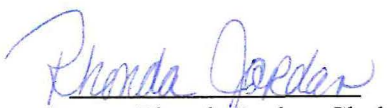
VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

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


Chris Abbuhl


Kristin Zemis


Greg Ress


Attest: Rhonda Jordan, Clerk