

January 25, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

Approve Minutes

Approve Before/After Expenditures

Approve Inter-Fund Transfer/Advance

Approve ARPA Grant – Ohio Outdoor Historical Drama Association – Trumpet in the Land
Approve ARPA Grant – Tuscarawas County Healthcare Consortium

Approver Advertisement for Material Bids – Engineer

Approve Advertisement for Box Truck – Juvenile Probate

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION
WEDNESDAY, THE 25th 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 (84-2023) AMEND AGENDA – SUSPEND 1-23-25 MINUTES

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to amend Agenda to Suspend the January 23, 2023 Minutes and add the resolution to Remove From the Table the Voucher for Job & Family Services for the purchase of a new chair.

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

RESOLUTION (85-2023) SUSPEND THE READING OF THE JANUARY 23, 2023 MINUTES

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to suspend the reading of the minutes of the January 23, 2023 meeting.

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

RESOLUTION (86-2023) REMOVE FROM TABLE – TRANSFER OF FUNDS – JOB & FAMILY SERVICES

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to amend Agenda to Suspend the January 23, 2023 Minutes and add the resolution to Remove From the Table the Voucher for payment for Job & Family Services for the purchase of a new chair since new information was obtained.

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

RESOLUTION (87-2023) APPROVE – CHAIR - JOB & FAMILY SERVICES

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the Voucher for payment of a new chair for Job & Family Services (JFS).

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

RESOLUTION (88-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Kinsex Farms LTD	Engineer	\$715.00
PCR Premier Court Reporting	Engineer	\$235.85
Jessica Cox	JFS	\$232.11
Jessica Cox	JFS	\$386.85
Advantage Family Outreach et al	JFS	394,465.32
Akron Children's Hospital	JFS	\$202.20
Jennifer Conner	JFS	\$146.76
Lighthouse Family Center, LTD	JFS	\$990.00
Luke & Megan Kneuss	JFS	\$703.23
Muskingum Valley Health Center 0951	JFS	\$121.25
Quality Moments	JFS	\$355.96
Sheena & Christopher Goecks	JFS	\$235.77
Society for Equal Access	JFS	\$53,957.49
Through the Years Child Center	JFS	\$690.00
Company Wrench	Engineer	\$2,859.21
Flynn's Tire	Engineer	\$4,027.42
The Ohio CSEA Director's Association	CSEA	\$133.52
Go SHRED Secure Doc. Destruction	CSEA	\$50.53

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

RESOLUTION (89-2023) INTER-FUND TRANSFER/ADVANCE

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

From: Title to County General \$300,000.00

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

RESOLUTION (90-2023) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – OHIO OUTDOOR HISTORICAL DRAMA ASSOCIATION dba TRUMPET IN THE LAND

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Ohio Outdoor Historical Drama Association DbA Trumpet in the Land in the amount of \$9,999.00:

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 BOARD OF COMMISSIONERS, OHIO**, a local government entity in and of the State of Ohio ("County"), and **OHIO OUTDOOR HISTORICAL DRAMA ASSOCIATION, dba TRUMPET IN THE LAND** ("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 Nine Thousand Nine Hundred Ninety-Nine Dollars and Zero Cents (\$9,999); 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.

Ohio Outdoor Historical Drama Association, dba Trumpet In The Land.

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 Nine Thousand Nine Hundred Ninety-Nine Dollars and Zero Cents (\$9,999) ("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 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 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: Ohio Outdoor Historical Drama Association, dba Trumpet
 In The Land
 124 E. High Avenue, PO Box 450
 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.

OHIO OUTDOOR HISTORICAL
 DRAMA ASSOCIATION, dba
 TRUMPET IN THE LAND

By: Margaret M. Bonamico

Print Name: MARGARET M. BONAMICO

Its: General Manager

TUSCARAWAS COUNTY, OHIO

Maghan Needham, CPA, CFC
 County Consultant

12/8/2022
 Date

APPROVED AS TO FORM AND
 CORRECTNESS:

Sebastian W. Brand
 Prosecuting Attorney

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

January 25, 2023

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Chris Mitchell
 Commissioner of Tuscarawas County

1/25/23
 Date

Krista Bemis
 Commissioner of Tuscarawas County

1/25/23
 Date

Steve Ross
 Commissioner of Tuscarawas County

1/25/2023
 Date

EXHIBIT A

PROJECT ACTIVITIES

This purchase is for lighting repairs for Schoenbrunn Amphitheatre towers in order for Ohio Outdoor Historical Drama Association (OOHDA) to continue producing the shows for tourists and the community.

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:

- Lighting Repairs for Schoenbrunn Amphitheatre Towers

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 Project ID			Spreadsheets must be submitted electronically through Sharefile website provided by the County. Spreadsheets alone are not sufficient. Copies of reporting documentation (proof of payment and invoices) 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 Above 0.00				
				Award Amount Remaining 0.00				

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

RESOLUTION (91-2023) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY HEALTHCARE CONSORTIUM

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Healthcare Consortium in the amount of \$1,000,000.00:

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 BOARD OF COMMISSIONERS, OHIO**, a local government entity in and of the State of Ohio ("County"), and **TUSCARAWAS COUNTY HEALTHCARE CONSORTIUM** ("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 One Million Dollars and Zero Cents (\$1,000,000); 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 Healthcare Consortium.

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 One Million Dollars and Zero Cents (\$1,000,000) ("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.

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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 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 Tuscarawas County constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling County to terminate this Agreement at its option.

ARTICLE 13. POLITICAL CONTRIBUTIONS.

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

ARTICLE 14. RECORDS AND RETENTION.

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

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

ARTICLE 15. TAX REPRESENTATION.

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

ARTICLE 16. GENERAL PROVISIONS.

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

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

For County:	Tuscarawas County Commissioners' Office Tuscarawas County 125 E High Ave, New Philadelphia, OH 44663
For Recipient:	Tuscarawas County Healthcare Consortium 125 E High Ave, Room 225 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]

EXHIBIT A
PROJECT ACTIVITIES

This project is for reimbursement of COVID-19 related health care claims incurred starting March 3, 2021.

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

TUSCARAWAS COUNTY
HEALTHCARE CONSORTIUM

By: *[Signature]*
Print Name: Jeffery S. Marmorellan
Its: Chief Person

TUSCARAWAS COUNTY, OHIO

Maghan Needham, CPA, CFC
County Consultant
12/15/2022
Date

APPROVED AS TO FORM AND
CORRECTNESS:

[Signature]
Prosecuting Attorney

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

January 25, 2023
Journal 86 Pg. 285

[Signature]
Commissioner of Tuscarawas County
1/25/2023
Date

[Signature]
Commissioner of Tuscarawas County
1/25/23
Date

[Signature]
Commissioner of Tuscarawas County
1/25/2023
Date

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:

- Reimburse healthcare related COVID-19 claims.

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.

The County Commissioners reserve the right to reject any or all bids.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

CHRIS ABBUHL
KRISTIN ZEMIS
GREG RESS

ATTEST: Rhonda Jordan, Clerk

Publish: The Times Reporter on February 14, 2023
<http://www.co.tuscarawas.oh.us/Engineer/Projects.htm>

Bid Tabulations will be posted on above website upon award of bids.

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

RESOLUTION (93-2023) ADVERTISE – BIDS – BOX TRUCK – JUVENILE COURT

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the advertisement for bids for box truck to store and deliver non-perishable food, as requested by Sylvia Argento, Juvenile/Probate Court Administrator.

ADVERTISEMENT FOR BID:

Sealed bids will be received at the Office of the Clerk of the Board of County Commissioners of Tuscarawas County, 125 East High Avenue, New Philadelphia, OH 44663 until February 15, 2023 @ 9:30 a.m. for the purchase of the vehicle listed below. Specifications and bid sheets can be obtained at no cost at www.co.tuscarawas.oh.us/Commissioners

Vehicle Purchase

The Tuscarawas County Juvenile Court (TCJC) is securing bids for a Box Truck to store and deliver non-perishable food. The truck will be backed up to a warehouse loading dock, and pallets of food will be loaded into the back of the truck with a forklift.

All bids must be in a sealed envelope marked "Box Truck Bid."

The Commissioners have the right to reject any or all bids and to waive any informalities or irregularities in the bids received.

Submission Guidelines

The Tuscarawas County Juvenile Court is a tax-exempt entity. Our tax-exempt Certificate will be provided to the awarded bidder.

Bid price should include installation, Delivery and Warranty. Electronic bids will not be accepted.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS:

CHRIS ABBUHL
KRISTIN ZEMIS
GREG RESS

ATTENT: Rhonda Jordan, Clerk

Publish: The Times Reporter on January 29, 2023
www.co.tuscarawas.oh.us/Commissioners

Bid Tabulation will be posted on above website upon award of bid.

TUSCARAWAS COUNTY
BID SPECIFICATIONS
One (1) 2022 or newer Box Truck

A. CHASSIS GENERAL

1. 2022 or newer model
2. Maximum gross vehicle weight capacity 26,000 lbs
3. 18' to 20' Length, 8' Wide, 52" from ground to bottom of Liftgate
4. Dry Cargo – (non-refrigerated)
5. 12" Scuff Plate on floor at the base of the interior walls and nose
6. Standard Aluminum roof
7. Heavy Duty rear springs
8. Spring Suspension
9. Rear rollup overhead door constructed of plywood covered with aluminum

B. ENGINE

1. Automatic Transmission
2. V-8 Gasoline (not diesel) engine
3. 4 x 4

C. CAB

1. Back-up camera
2. Running Boards
3. Full size spare tire and wheel
4. Dual airbags
5. Grab handles
6. All season tires
7. Splash guards and Mud flaps
8. Interior dome light
9. Fuel tank to be left side mounted
10. USB port
11. Am/FM radio and clock
12. Dual sun visors
13. Air Conditioning
14. Dual exterior rear-view mirrors

D. ELECTRICAL

1. Back-up alarm
2. Power steering
3. Tilting/telescopic steering column
4. Two-speed, intermittent feature and electric washers with 2-gallon washer fluid reservoir with level indicator
5. Power windows, locks and doors
6. 4-wheel ABS
7. Front shock absorbers
8. Hydraulic powered Liftgate (2000 lbs capacity)
9. Heavy duty rear springs
10. Front axle 20,000 lbs minimum capacity

E. WARRANTY

1. Dealer to state or provide manufacturer's standard warranty information on truck and components. Minimum one (1) year, 100,000-mile, basic vehicle warranty required on truck and drivetrain components

Include delivery to 1060 Cookson Avenue SE, New Philadelphia, OH 44663

O. LITERATURE / MANUALS:

1. Dealer to submit all available printed literature on cab and chassis and individual drive train components with bid.
2. One instruction, parts and service manual to be furnished with chassis

upon delivery .

3. Dealer to provide access to factory build information.
4. Dealer to furnish 45-day tag.
5. Dealer to provide all necessary inspections and title documents to title to the Tuscarawas County Commissioners upon delivery.

P. ALL EXCEPTIONS MUST BE NOTED:

ALL ADDITIONS MUST BE NOTED:

Discussion: *Commissioner Zemis asked for a little background on the TUFF Bags Program. Commissioner Abbuhl stated the TUFF Bags Program has no refrigeration to store food, and one of their request was for a box truck. Commissioner Abbuhl advised Sylvia Argento could give a full breakdown of everything for the Commissioners. The Clerk advised the box truck was not going to be refrigerated. Commissioner Abbuhl stated he misunderstood and the box truck will be more for storage and delivery. The truck will be for non-refrigerated and non-perishable foods only.*

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

RESOLUTION (94-2023)

PAY BILLS

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

Meeting Date - January 25, 2023

Child Support

AEP	Electric Utility	\$1,233.44	
CBTS	Services	\$656.05	
First Communication LLC	Services	\$13.27	
Go Shred	Services	\$50.53	
NP Water & Sewer	Services	\$85.35	
Ohio CSEA Director's Assoc	January Fees	\$133.52	
	BRM Permit & Annual		
Postmaster New Philadelphia	Maint	\$1,100.00	
	22 IV-D Cntrct Common		
Tuscarawas County Treasurer	Plea	\$1,114.83	
Tuscarawas County Treasurer	2022 IV-D Contract Juvenile	\$11,442.00	
			\$15,828.99

Commissioners

AEP	Electric Utility	\$56.06
AEP	Electric Utility	\$1,818.01
AEP	Electric Utility	\$410.15
Blasenbauer Plumbing & Heating	Repair	\$110.00
CCAO	Yearly Membership	\$9,598.00
CCAO	Training Fee	\$500.00
Dawson Security & Home Automation	Services	\$120.00
First Communications LLC	Services	\$84.20
First Communications LLC	Services	\$23.49
Frontier	Services	\$524.38
G&L Supply	Supplies	\$1,046.86
Hall Public Safety	Equipment for New Cruisers	\$257.33
John's Sweeper Service	Supplies	\$53.97
Lehigh-Endsley Insurance	Bond Renewal	\$100.00

NACO	Yearly Membership	\$1,852.00	
OMEGA	Yearly Membership	\$8,580.00	
Sherwin Williams	Supplies	\$72.17	
Sherwin Williams	Supplies	\$209.79	
Tusc County Chamber of Commerce	Yearly Membership	\$600.00	
Tuscora Electric	Supplies	\$283.65	
Twin City Chamber of Commerce	Yearly Membership	\$45.00	
VEIT	Supplies	\$1,559.70	
			\$28,903.96
Common Pleas			
Buehlers Fresh Foods	Supplies	\$99.82	
Staley Technologies	Yearly Renewal	\$3,893.00	
VEIT	Copier Contract	\$279.84	
			\$4,272.66
Engineer			
Cargill Inc	Materials	\$3,971.87	
Ferris Chevrolet	Repairs/Parts	\$130.61	
Flynns Tire	Tires/Repairs	\$1,297.70	
Gemstone Gas & Welding Supplies	Materials	\$165.00	
GVM Inc	Repairs/Parts	\$740.84	
John Deere	Repairs/Parts	\$117.59	
Mastermind	Services	\$4,943.00	
National Lime & Stone	Materials	\$4,671.82	
Ohio Machinery	Repairs/Parts	\$519.44	
Snyder Brothers Sales & Service	Repairs/Parts	\$176.69	
Terminal Supply Co	Repairs/Parts	\$493.59	
Triple R Trailer Sales	Repairs/Parts	\$42.21	
Tusc Const Supply	Supplies	\$339.00	
Ziegler Bolt & Nut House	Supplies	\$117.90	
			\$17,727.26
Human Resources			
National PELRA	2023 Membership Fee	\$208.80	
National PELRA	2023 Membership Fee	\$6.20	
Tuscora SHRM	Meeting Fees	\$30.00	
William Lang LLC	Services	\$6,544.80	
William Lang LLC	Services	\$4,450.20	
			\$11,240.00
Information Technology			
Staples	Supplies	\$864.17	
Staples	Supplies	\$8.65	
Staples	Supplies	\$22.17	
			\$894.99
JFS			
Amazon	OHIO START	\$323.52	
Amazon	Supplies/Equipment	\$624.50	
Amazon	PRC	\$3,023.04	
Ashley & Robert Bunton Jr	Transportation	\$40.80	
Capital One	PRC/Clothing	\$113.31	
Clear Communications	Teleconference Interpret	\$207.00	
David & Tiffany Ryan	FP Training	\$60.00	
Derek & Savannah McCune	FC Travel Reimbursement	\$24.00	
Derek & Savannah McCune	FC Trans/Non-Medical	\$48.00	
Enterprise FM Trust	Contract Services	\$4,513.66	
Forensic Fluids Laboratories	Lab Testing	\$5,224.00	
Frontier	Services	\$126.26	
Go Shred	Services	\$138.75	
Goodwill Ind of Greater Cleveland	Parenting Classes	\$2,325.00	

Guidestone	OHIO START	\$3,328.66	
Horizons of Tuscarawas & Carrollton	Transportation	\$18,695.68	
Jame & Nicole Watson	Kinship Reimbursement	\$580.69	
John C Reed	Ind Living	\$689.98	
Joshua & Elizabeth Renner	FP Training	\$110.00	
Kennedy Insurance Supply	Bond Renewal	\$200.00	
Kimble Recycling & Disposal	FACES	\$289.00	
Kyler Lundholm LPM	Legal Fees-Non-Recurring	\$1,392.08	
Language Line Services	Services	\$167.95	
Leanne Watson	Child Care Services	\$1,030.49	
Lighthouse Family Center Ltd	Evaluation	\$600.00	
Lighthouse Family Center Ltd	FACES/Evaluation	\$400.00	
Menard's	Supplies	\$19.02	
Ohio CSPC	Reimbursement	\$137.46	
Ohio Turnpike	Fee	\$1.57	
Paul & Desiree Runyon	FC Travel Reimbursement	\$30.00	
Paul & Desiree Runyon	FC Travel Reimbursement	\$15.00	
Propio Language Services	Contract Services	\$285.39	
Rachel Cannon	Supplies/Reimbursement	\$39.99	
Rick & Tammy Christopher	FC Reimbursement	\$112.00	
Robb Rectanus	Travel Reimbursement	\$8.06	
Robb Rectanus	Travel Reimbursement	\$66.09	
Sean & Alisha Ketchum	FC IV-E Daycare	\$540.00	
Shannon Davis	Services	\$76.50	
Steven L Inlow Trust	Independent Living	\$1,210.00	
Summit Endodontic Specialists Inc	FC/E-Care	\$1,563.00	
Tammy White	FACES/Child Care	\$330.00	
The Julia Paige Family Center	Ind Living/Clothing/Shoes	\$138.28	
Timothy & Jacquelyn McDonnell	Wrestling Fee	\$100.00	
Timothy & Jacquelyn McDonnell	Independet Living	\$72.10	
Timothy & Jacquelyn McDonnell	FC Reimbursement	\$124.00	
Treasurer of State, State of Ohio	2021 Audit Findings	\$860.00	
Tusc Co Commissioners	Cash Advance Repayment	\$26,792.18	
Tusc Co Sheriff	Fuel	\$281.23	
Tusc Co Treasurer	Pymnt-Wrong Acct/Reimbrs	\$2,710.00	
Tusc Co Treasurer	Pymnt-Wrong Acct/Reimbrs	\$7,648.48	
Tusc Co Treasurer	FC Prevention Grant	\$4,006.28	
Tyler & Holly Mummert	FC Reimbursement	\$44.55	
UPS	Contract Services	\$49.78	
Wayne & Shanon Matsel	Daycare Reimbursement	\$720.00	
			\$92,257.33
Juvenile/Probate			
Adam W. Wilgus, Judge	Supplies/Reimbursement	\$19.65	
Interpreters XP LLC	Services	\$1,343.75	
Karen Dummermuth	Services	\$408.51	
Staley Technologies Inc	Support Contract	\$1,647.50	
Staley Technologies Inc	Support Contract	\$1,647.50	
			\$5,066.91
Law Library			
Independence Business Supply	Supplies	\$20.62	
			\$20.62
Park			
Craig Howell	Supplies/Reimbursement	\$14.58	
Craig Howell	Travel Reimbursement	\$27.52	
Greg Kimble	Culvert Repair	\$375.00	
Interpretive Graphics	Services	\$2,644.63	
Jesse Rothacher	Travel Reimbursement	\$31.20	


OTHER BUSINESS: *Commissioner Abbuhl stated the Commissioners attended the Jobs Ohio Digital Access Ohio first tower launch with Agile Networks and Smart Way at Breitenbach Vineyards where there is going to be Broadband expansion in the area to the tune of 2,500 homes and 125 businesses. There is a lot more area that needs to be covered in Tuscarawas County and the State of Ohio due to the need for educational purposes, agriculture, and economic development. This is a vital need and we are on the right road to do this. The Broadband Initiative involves a \$40 million investment by Jobs Ohio. Commissioner Zemis stated this is a great start.*

RESOLUTION (95-2023) ADJOURN

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to adjourn at 9:09 a.m. to meet in Regular session Monday, the 30th 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