

February 12, 2024

Agenda

Lord's Prayer

Pledge of Allegiance

1:15 p.m. Muskingum Watershed Conservancy District Recognition – Ethan Zucal

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriations

Approve Transfer of Funds

Approve Inter-Fund Transfer/Advance

Approve Treasurer's Investments – January 2024

Approve Advertisement – Classroom Renovation – Sheriff's Office

Authorize Easement – AEP – Multi-Use Building

Approve Agreement – ARPA – Economic Development Corporation – Broadband

Approve Non-General Budget- One Ohio

Pay Bills

Other Business

Approve Proposal – Blasenbauer Plumbing & Heating, LLC - Maintenance

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 12th DAY FEBRUARY, 2024 WITH THE FOLLOWING MEMBERS PRESENT:

Kristin Zemis
Greg Ress

Commissioner Kristin Zemis presiding.

The Lord's Prayer was said.

The Pledge of Allegiance was said.

NOTE: Commissioner Abbuhl was attending a NACo Conference in Washington D.C.

RESOLUTION (146-2024) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the minutes from the February 7, 2024 meeting as written.

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

RESOLUTION (147-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Speedie Auto Salvage	Engineer	\$334.00
Lighthouse Family Center	JFS	\$200.00
Interpreters XP LLP	JFS	\$980.00
Society for Equal Access	JFS	\$77,018.99
Treasurer, State of Ohio	JFS	\$548.25
CBTS (Cincinnati Bell Telephone Service)	JFS	\$1696.05
Capital One	JFS	\$249.30

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

RESOLUTION (148-2024) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Dog Pound	E-1020-B005-B10	E-1020-B005-B04	\$30.00	2023 Audit Fees
Dog Pound	E-1000-B000-B15	E-1000-B000-B11	\$2,500.00	Additional funds needed for audit fees, cost allocation & dangerous drug license
Commissioners	E-1860-U000-U05	E-1860-U000-U10	\$230.00	Audit fees for 2022 & 2023
Commissioners	E-4310-Y055-Y05	E-4310-Y055-Y03	\$50.00	AUDIT FEES FOR 2022 & 2023
Sheriff's Office	E-1680-T012-T20	E-1680-T012-T08	\$4,000.00	Needed for travel expenses while attending training sessions

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

RESOLUTION (149-2024) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Human Resources	E-1930-U035-U02	E-1930-U035-U06	\$1,000.00	Invoice for Audit Fees (2022 & 2023)
Probate/Juvenile Court	E-2095-S079-S06	E-2095-S079-S20	\$500.00	Other expenses
Sheriff's Office	E-2050-X032-X04	E-2050-X032-X13	\$5.00	Needed for auditing fees
Sheriff's Office	E-1607-S082-S07	E-1607-S082-S13	\$300.00	Needed for auditing fees
Sheriff's Office	E-1660-T007-T03	E-1660-T007-T13	\$60.00	Needed for auditing fees
Sheriff's Office	E-1986-U049-U21	E-1986-U049-U31	\$30.00	Needed for auditing fees

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

RESOLUTION (150-2024) 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: Co. General to Tusc. Co Soil Conservation (3rd Qtr Grant) \$49,936.00

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

RESOLUTION (151-2024) APPROVE TREASURER'S INVESTMENTS (January 2024)

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the Treasurer's Investments for January, 2024:

Jeffery S. Mamarella
Tuscarawas County Treasurer
P.O. Box 250
New Philadelphia, OH 44663
Phone (330) 365-3254 • Fax (330) 365-3259

February 8, 2024

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, OH 44663

Commissioners:

As provided by Section 135.35(L)(5) of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of **January, 2024**.

January Depository and Investment income received is: \$365,605.80. This brings the cumulative interest total as of January 31st to \$365,605.80. The updated estimated investment income for 2024 is \$3,000,000.

Monthly Investment Total = \$89,259,126.29

Balance in Checking Acct. – JPMorgan Chase \$14,428,656.68 Huntington \$1,175,494.93

.....
cc: Tuscarawas County Auditor, Prosecutor, Clerk of Courts, Recorder

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

RESOLUTION (152-2024) ADVERTISE – BIDS – TUSCARAWAS COUNTY JAIL AND LAW ENFORCEMENT CENTER – CLASSROOM RENOVATION

It was moved by Commissioner Ress, seconded by Commissioner Zemis to Authorize the following Advertisement for Bids/Legal Notice to contractors for the Bid of Tuscarawas County Jail and Law Enforcement Center, Classroom renovation, for bids to be opened:

Legal Advertisement

Notice to Bidders

Sealed bids in duplicate will be received at the office of the Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663, by 1:30 p.m. on Monday, March 18, 2024 and will be opened and read for the Tuscarawas County Sheriff's Jail and Law Enforcement Center Classroom Renovation at 2295 Reiser Ave. S.E. New Philadelphia, Ohio 44663

The Work for which proposals are invited consists of furnishing all labor and materials to renovate existing inmate and public visiting space and create a new classroom. Project is located at 2295 Reiser Ave. S.E. New Philadelphia, Ohio 44663. The aforementioned work shall include but is not limited to: Demolition, new walls, new doors, counters, base, flooring, ceilings, trim, painting, electrical and mechanical.

Copies of plans are on file and may be obtained at the office of the Architect at 407 4th Street NW Suite B, New Philadelphia, Ohio 44663, (330) 339-4054, and at Builders Exchange of North Canton. The Plans, Specifications and Proposal forms are obtainable from the office of the Architect for a nonrefundable fee of \$100.00 + \$15.00 shipping and handling. This will include one CD of plans and specs and one hard copy of plans and specs. All proposals shall be made on blank forms furnished by the Architect, and shall be enclosed in an opaque envelope, sealed and addressed to the Owner, and titled, "Tuscarawas County Jail and Law Enforcement Center, Classroom Renovation". Contractor's name and trade bidding should appear on exterior of envelope.

No bidder may withdraw his bid for a period of sixty (60) days after the date of the opening thereof.

The Tuscarawas County Sheriff's Office and Tuscarawas County Commissioners, New Philadelphia, Ohio, reserve the right to waive any informalities or to reject any or all bids.

Chapter 4115, Wage and Hours on Public Works of the Ohio Revised Code – State Prevailing Wage applies.

This advertisement may also be viewed or download from the following web address, <http://www.co.tuscarawas.oh.us/> under the "NEWS" Section (Select: "Notice to Bidders- Tuscarawas County Jail and Law Enforcement Center, Classroom Renovation").

Published by order of

The Tuscarawas County Commissioners, New Philadelphia, Ohio

Times Reporter Publication Dates: February 19, 2024

February 27, 2024

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

RESOLUTION (153-2024) EASEMENT & RIGHT OF WAY - MULTI-USE BUILDING – AEP

It was moved by Commissioner Ress, seconded by Commissioner Zemis to authorize the following easement per the request of Ohio Power Company an Ohio corporation and a unit of American Electric Power (AEP):

Eas. _____



Easement & Right of Way

TUSCARAWAS COUNTY BOARD OF COMMISSIONERS, a Political Subdivision of the State of Ohio, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from **Ohio Power Company an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee",** the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a non-exclusive right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in the State of Ohio, County of Tuscarawas, City of New Philadelphia, and known as being part of Outlots 133 and 144 formerly known as Outlots 1 and 12 of Peter Williams' Addition of Outlots to said City as Recorded in Plat Book 1-A, Page 54 of the Tuscarawas County Plat Records. Being part of a 2.919 acre tract of land as described in Official Records Volume 1636, Page 1576-1578 of the Tuscarawas County Recorder's Office. (Parcel # 43-04799-000)

Said lines and facilities shall be constructed within a certain strip of land fifteen (15) feet in width, situated South from, adjacent to and contiguous with the South road right of way line of 9TH Drive NE as now or hereafter laid out or widened. The approximate location of said easement is depicted on "Exhibit A", attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the

National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities, at no cost to Grantor, to a comparable location mutually agreed upon in writing by Grantor and Grantee, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

[REMAINDER OF PAGE INTENTIONALLY BLANK, ACKNOWLEDGEMENTS TO FOLLOW]

WITNESS, Grantor(s) signed this Easement on the 12 day of February (Month), 2024.

**TUSCARAWAS COUNTY BOARD OF COMMISSIONERS,
a Political Subdivision of the State of Ohio**

By: Chris Abbuhl - Absent

CHRIS ABBUHL
Title: Commissioner

By: *Greg Ress*

GREG RESS
Title: Commissioner

By: *Kristin Zemis*

KRISTIN ZEMIS
Title: Commissioner

STATE OF OHIO,)
COUNTY OF Tuscarawas)

The foregoing instrument was acknowledged before me this 12 day of February (Month), 2024, by ~~CHRIS ABBUHL~~, **GREG RESS**, and **KRISTIN ZEMIS**, Commissioners of the **TUSCARAWAS COUNTY BOARD OF COMMISSIONERS**, on behalf of said Board.



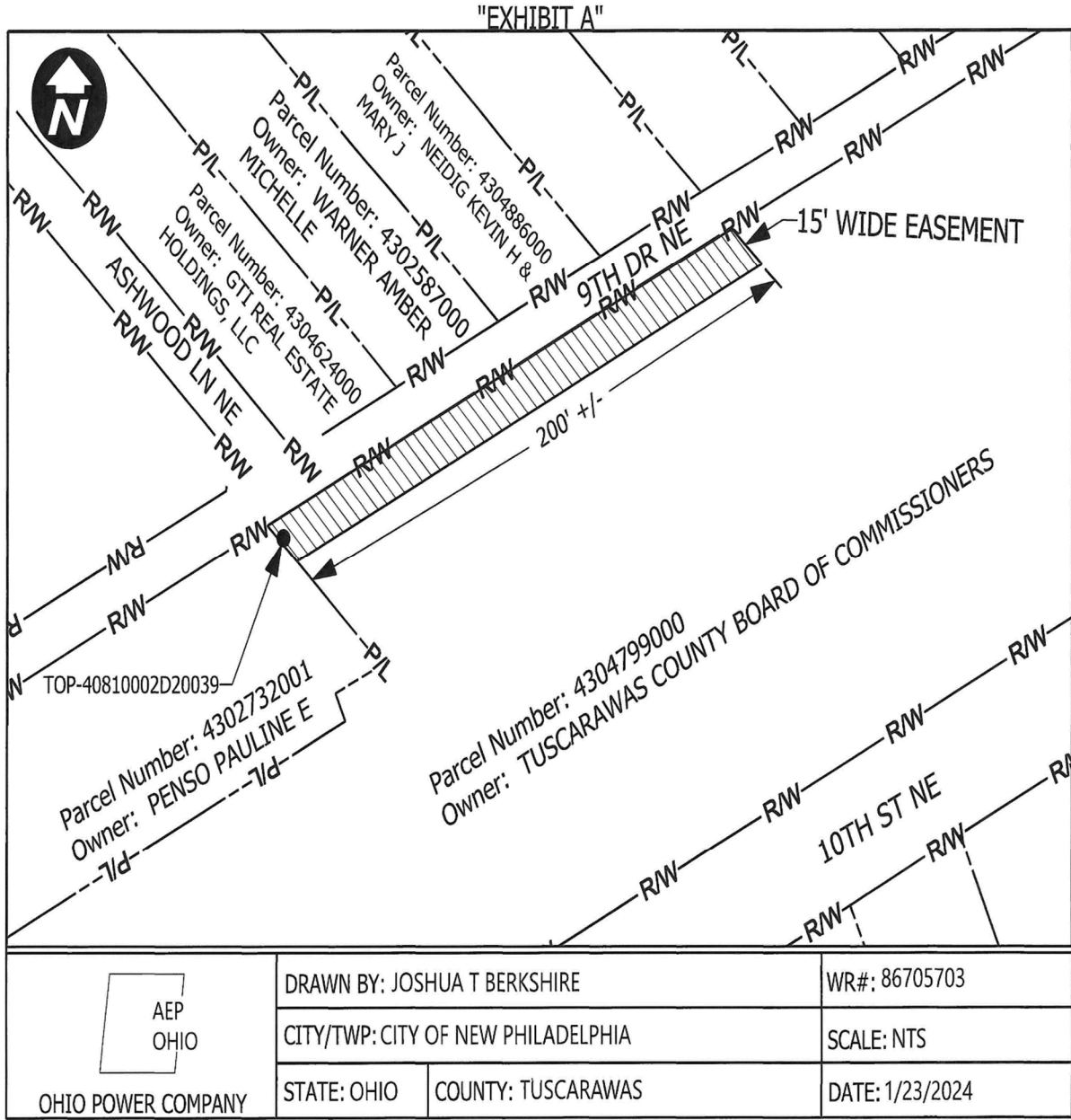
Rhonda Jordan
Notary Public
Rhonda Jordan
Print Name
My Commission Expires 5/15/2027

Easement prepared by Ohio Power Company AA
Address: 933 E High Avenue, New Philadelphia, OH 44663 Dwg. No. 86705703 W003733901
CALL BEFORE YOU DIG !!!

Approved as to form:

Kristine W. Beard
Kristine W. Beard
Tuscarawas County Assistant Prosecutor

02-08-2024
Date



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

RESOLUTION (154-2024) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – THE TUSCARAWAS COUNTY ECONOMIC DEVELOPMENT CORPORATION

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 Economic Development Corporation (TCEDC) 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, OHIO**, a local government entity in and of the State of Ohio ("County"), and **THE TUSCARAWAS COUNTY ECONOMIC DEVELOPMENT CORPORATION** ("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 (\$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.

THE TUSCARAWAS COUNTY ECONOMIC DEVELOPMENT CORPORATION.

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 (\$1,000,000) ("Grant Amount"). The Grant Amount shall be distributed on an advance basis in one-lump sum payment. Recipient shall submit all receipts, invoices, and purchase orders to the Project Consultant for expenditures in a reasonable timeframe, no more than six-months after the advance payment.

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 expenditure and progress reports on a semi-annual basis until project completion. 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 Reports, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 10.

In addition to the 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: Tuscarawas County Economic Development Corporation
339 Oxford Street
Dover, OH 44622

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.

[RECIPIENT]

By: *Maia Akridge*

Print Name: Maia Akridge

Its: Tuscarawas County EDC
Exec. Director

TUSCARAWAS COUNTY, OHIO

Meghan Needham, CPA, CFC

County Consultant

2/9/2024

Date

APPROVED AS TO FORM AND CORRECTNESS:

Kristen V. Bond
Prosecuting Attorney

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

February 12, 2024

Journal 88 Pg. 182

Chris Abbuhl - Absent
Commissioner of Tuscarawas County

2/12/2024

Date

Kurt Zen
Commissioner of Tuscarawas County

2/12/2024

Date

Shelton
Commissioner of Tuscarawas County

2/12/24

Date

EXHIBIT A

PROJECT ACTIVITIES

Tuscarawas County, Ohio in the Appalachian foothills has a diverse economy, with Advanced Manufacturing, Healthcare, Service Sector/Retail, Tourism and Education. Broadband must expand into underserved and unserved areas. Commissioner Abbuhl stated, "Broadband access is not a luxury, it's a necessity today", but there are cost issues. Some residents have no internet or less than 12/5Mbps, so they connect at libraries, schools, restaurants, or Kent State Tuscarawas parking lots.

The Tuscarawas County Economic Development Corporation (TCEDC) and Economic Development Finance Alliance (EDFA) staff and volunteers participated in a 12-week Broadband Accelerator program to identify service gaps toward the goal of reliable, affordable broadband for all. A feasibility study was done, data were analyzed, and RFI's and RFP's were reviewed to select a provider. This project connects 10,725 underserved and unserved households and 246 businesses for a total of \$295 per home and businesses, compared to \$2500-\$3500 with other ISPs.

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:

- Broadband Infrastructure in accordance with US Treasury ARPA Final Rule

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 supporting documentation (proof of payment and invoices) of 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/YY)	Invoice Date (MM/DD/YY)	Invoice Number	Vendor Name	Procurement Method	Total Due for Payment
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
							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		

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

RESOLUTION (155-2024) APPROVE BUDGET FOR 2024 – ONE OHIO

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following Budget for 2024:

The following Non-General Fund Budget Appropriation is recommended out of Committee and will be placed on the next Commissioner agenda for resolution & approval

FUND	DEPARTMENT / DESCRIPTION	APPROVED 2024 AMOUNT
U57 2025	One Ohio Fund	124,200.00
TOTAL NON-GENERAL		\$ 124,200.00

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

RESOLUTION (156-2024) PAY BILLS

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

Meeting Date - February 12, 2024

911

Great Lakes Computer Corp	Server Maint	\$3,996.00	
			\$3,996.00

American Rescue Plan Act

Dennison RR Depot Museum	Tourism Reimbursement	\$31,646.46	
John Patrick Picard Architect Inc	Multi-Use Bldg/Arch-Inv #5	\$3,090.00	
Wood Electric Inc	Multi-Use Bldg/Elect-App #2	\$20,769.75	
			\$55,506.21

Auditor

ComDoc	Printer Maint	\$493.72	
ComDoc	Printer Maint	\$211.51	
Great Lakes Computer Corp	Server Maint	\$67.50	
			\$772.73

Child Support

City of NP Water Office	Services	\$90.75
Dominion Energy Ohio	Gas Utility	\$776.72
Language Line Services	Services	\$85.00
ODJFS Human Resource Assoc	2024 Dues	\$100.00
ODP Business Solutions LLC	Supplies	\$429.80

OH Dept of Commerce	Renewal Fee	\$101.25	
Quill Corporation	Supplies	\$172.06	
			\$1,755.58
Clerk of Courts			
First Federal	Service	\$75.75	
Great Lakes (IT)	Server Maintenance	\$180.00	
Occupational Medicine	Services	\$90.00	
Occupational Medicine	Services	\$45.00	
			\$390.75
Commissioners			
City of NP Water Office	Services	\$58.76	
City of NP Water Office	Services	\$296.69	
City of NP Water Office	Services	\$211.00	
City of NP Water Office	Services	\$284.08	
City of NP Water Office	Services	\$65.40	
ComDoc	Copier Contract/Overage	\$58.02	
Dover-Phila Heating & Cooling	HVAC Unit #9	\$8,965.00	
Frontier	Services	\$50.71	
Lowe's Business Acct/SYNCB	Supplies	\$77.76	
Sherwin Williams	Supplies	\$10.19	
			\$10,077.61
Common Pleas			
Crystal Springs Water Co LLC	Supplies	\$34.50	
Elizabeth Stephenson	Supplies Reimbursement	\$12.80	
Interpreters XP LLC	Services	\$260.00	
OWBA/OWBF	Dues 4/1/24-4/1/25	\$50.00	
Thomson Reuters-West Payment Ctr	Mthly Library Plan	\$184.02	
YourMembership.com, Inc	Job Posting	\$644.00	
			\$1,185.32
Community & Economic Development			
Ohio Regional Dev Corp 'ORDC'	PY2021 CHIP CDBG Proj #201	\$10,000.00	
Regional Planning	Shared Services Payroll	\$405.99	
Tusc Co Treasurer	2022 Audit Fees	\$63.30	
Tusc Co Treasurer	2022 Audit Fees	\$141.51	
Tusc Co Treasurer	2022 Audit Fees	\$92.15	
Tusc Co Treasurer	2022 Audit Fees	\$460.67	
			\$11,163.62
Community Corrections			
Ohio AMS	Services	\$23,307.00	
Tusc Co Sheriff's Office	Gasoline	\$59.17	
			\$23,366.17
Dog & Kennel			
Fuel	Supplies	\$390.70	
NP Water Dept	Service	\$100.39	
Tusc Co Treasurer	Audit Fees	\$11.00	
Tusc Co Treasurer	Audit Fees	\$13.71	
			\$515.80
Dress Down			
Charity Stenger	February-Pamela Morley	\$888.00	
			\$888.00
EMA			
EMA of Ohio	Spring Conf Registration	\$100.00	
Zoro Tools Inc	Hazmat Equipment	\$120.98	
Zoro Tools Inc	Hazmat Equipment	\$1,198.08	
Zoro Tools Inc	Hazmat Equipment	\$44.49	
			\$1,463.55

Engineer

Great Lakes Computer Corp	Server Maint	\$180.00	
NP Water Dept	Service	\$328.25	
			\$508.25

Human Resources

Martin's Mobile Glass	Repair	\$250.00	
			\$250.00

Information Technology

Great Lakes Computer Corp	Server Maint	\$3,084.00	
Horizon	Services	\$445.00	
			\$3,529.00

JFS

Access Tusc Transit	Jan 2024 Transportation	\$16,739.10	
Ashley & Robert Bunton Jr	FP Training	\$97.50	
Barbara Camp-Et/Al	Jan 2024 Net Mileage	\$8,926.20	
Benjamin & Emily Lippert	FP Reimb/Trans	\$17.40	
Benjamin & Emily Lippert	FP Reimb	\$59.05	
Capital One	PRC	\$249.30	
CBTS	Phones	\$1,696.05	
Derek & Savannah McCune	FP Reimb/Trans	\$84.00	
Erik & Tina Kochte	FP Reimb/Trans	\$95.40	
Forensic Fluids Laboratories	Drug Testing	\$98.00	
Horizons of Tuscarawas & Carr	2nd Half Jan 2024 - Trans	\$68.16	
Horizons of Tuscarawas & Carr	2nd Half Jan 2024 - Trans	\$19,779.18	
Interpreters XP LLC	Interpreters	\$980.00	
Interpreters XP LLC	Interpreters	\$1,250.00	
Joshua & Elizabeth Renner	FP Reimb/Trans	\$194.40	
Joshua & Elizabeth Renner	FP Reimb/IV-E Day Care	\$390.00	
Joshua Cottrell	FP Reimb/IV-E Day Care	\$1,422.80	
Kalib & Emalee Winters	FP Reimb	\$33.97	
Kalib & Emalee Winters	FP Training	\$60.00	
Language Line Services	Interpreters	\$36.25	
Lighthouse Family Center Ltd	Court	\$200.00	
Lighthouse Family Center Ltd	Testimony	\$520.00	
Michael & April McKelvey	FP Reimb/Trans	\$106.80	
Northeast Ohio Natrl Gas Corp	PRC	\$258.84	
Patrick D Walker	PRC/Rent	\$1,734.00	
Postmaster New Philadelphia	Permit Fee	\$930.00	
Robert & Emma Troyer	FP Reimb	\$49.37	
Robert A Brotemarkle	Foster Parent Liab Ins	\$7,250.50	
Society for Equal Access	Purchased Services	\$77,018.99	
State of Ohio Treasurer	Contract Services	\$548.25	
Timothy & Jacquelyn McDonnell	FP Reimb/Trans	\$61.20	
Timothy & Jacquelyn McDonnell	FP Training	\$90.00	
Tusc Co Water & Sewer Dept	PRC	\$241.16	
Tusc Co Water & Sewer Dept	Services - Due 2/5/24	\$150.00	
US Postal Service	Postage for Machine	\$2,500.00	
Verizon Wireless	Cell Phones	\$1,509.01	
			\$145,444.88

Juvenile/Probate

Courtview Justice Solutions Inc	Hosting 1/1/24-12/31/24	\$327.62	
Courtview Justice Solutions Inc	Hosting 1/1/24-12/31/24	\$2,707.25	
Courtview Justice Solutions Inc	Hosting 1/1/24-12/31/24	\$2,707.25	
Courtview Justice Solutions Inc	Maint/Supp 1/1/24-12/31/24	\$15,598.10	
Courtview Justice Solutions Inc	Maint/Supp 1/1/24-12/31/24	\$10,887.25	

	Maint/Supp 1/1/24-12/31/24	\$613.37	
Courtview Justice Solutions Inc			
Judge Thomas Swift	Travel Reimbursement	\$430.58	
Judge Thomas Swift	Travel Reimbursement	\$61.98	
Puritas Springs Software	License Renewal	\$475.96	
Vista Solutions Group LP	Mthly Maint/Support	\$6,488.22	
			\$40,297.58
Law Library			
Matthew Bender & Co	Subscription Fee	\$583.70	
ORALL	Membership	\$20.00	
Tusc Co Treasurer	2022 Audit Charges	\$92.17	
			\$695.87
Park			
CLP Services	Rental	\$110.00	
Kimble Recycling & Disposal Inc	Services	\$20.90	
Miller Engine Shop	Repairs	\$134.49	
ProCore Power Equipment LLC	Equipment	\$49.99	
Tusc Co Sheriff's Office	Jan Fuel	\$254.87	
United Rentals (North America) Inc	Rental	\$105.00	
US Bank Equipment Finance	Copier Contract	\$166.57	
			\$841.82
Prosecutor			
MNJ Technologies	Equipment	\$245.00	
			\$245.00
Recorder			
Tusc Co Treasurer	Audit Fees	\$36.64	
			\$36.64
Sheriff			
Blooms Printing & Design	Supplies	\$525.00	
Clearwater Packaging Inc	Supplies	\$810.17	
Gerald L Kendle Jr	Services	\$530.00	
John E Reid & Associates	Travel Expense	\$1,500.00	
Model Uniforms	Service	\$25.00	
NP Water Dept	Services	\$2,290.53	
VEIT	Copier Charges	\$406.02	
VEIT	Copier Charges	\$207.41	
			\$6,294.13
Southern District			
Mid-American Court Services	Services	\$195.00	
Quill	Supplies	\$357.86	
			\$552.86
Treasurer			
Tusc Co Treasurer	Audit Fees	\$52.46	
			\$52.46
Veterans			
Xerox Financial Services	Mthly Protection Plan	\$188.75	
Finishing Touch Carpet Cleaning LLC	Services	\$650.00	
Action NOW Inc	Services	\$45.00	
Eagle Auto Truck Plaza	Mthly Fuel	\$824.81	
			\$1,708.56
Water & Sewer			
AEP	Electric Utility	\$509.44	
AEP	Electric Utility	\$103.18	
Columbia Gas	Gas Utility	\$2,010.99	
Columbia Gas	Gas Utility	\$447.10	

Enterprise Fleet Mgmt	Vehicle Lease	\$1,358.83
Enterprise Fleet Mgmt	Vehicle Lease	\$3,158.11
Fenton Bros Electric	Supplies	\$128.90
Frontier	Service	\$60.82
Holmes-Waynes Electric Cooperative	Electric Utility	\$1,491.00
JA's Auto Service	Services	\$52.01
Kimble Company	Service	\$67.25
Lowe's	Materials	\$82.57
Lowe's	Supplies	\$25.82
Matthew Hawk	Credit/Refund	\$48.22
Modern Auto & Truck Parts LLC	Equipment	\$36.99
Modern Auto & Truck Parts LLC	Materials	\$12.98
Modern Auto & Truck Parts LLC	Materials	\$82.92
Ohio Mid-Eastern Gov Assoc	Registration	\$30.00
RJ Wright & Sons	Fuel	\$3,338.37
Tuscarawas Utilities	Services	\$7,046.76
Tuscarawas Utilities	Supplies	\$2,765.66
		\$22,857.92
	GRAND TOTAL	\$334,396.31

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

OTHER BUSINESS:

RESOLUTION (157-2024) APPROVE PROPOSAL – AC-12 SYSTEM REPLACEMENT – BLASENHAUER PLUMBING & HEATING LLC

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following proposal submitted by Blasenbauer Plumbing & Heating, LLC in the amount of \$25,000.00 to replace the indoor and outdoor section of the air conditioning system.

BLASENHAUER PLUMBING & HEATING, LLC 8638 N. High Street • P.O. Box 456 MINERAL CITY, OHIO 44656 Phone (330) 859-2112 Ohio License #26391 & #14810		PROPOSAL AND ACCEPTANCE	
PROPOSAL SUBMITTED TO Tuscarawas County Commissioners		PHONE (330) 365-3240	DATE October 17, 2023
STREET 125 E. High Ave.		JOB NAME AC-12 system replacement	
CITY, STATE AND ZIP CODE New Philadelphia, Ohio 44663		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE
We hereby submit specifications and estimates for: replacement of the indoor and outdoor sections of the air conditioning(cooling) system. NOTE: There was much time spent on trying to come up with indoor equipment that would fit in the space available. The existing unit is smaller than anything available today in a conventional air handler, and the access to the unit is very narrow/restricted. The current system is rated at 6-tons of cooling, but likely putting out much less after 27 years of use. The connected ductwork is only sized for 4 to 5 tons maximum. Hence, my proposal:			
Install a 5-ton high pressure air handler(this type already being used on AC-5 through 10, and AC-14) connected to the existing ductwork with an air cleaner and transitions as needed, with the steam heating coil left in its current position. Connect refrigerant lines, drain line, electric supply, and thermostat. Seal and insulate duct connections as needed. Outdoors, install a York 5-ton 13.4 SEER2 condensing unit, with new disconnect and wire/conduit to unit. Includes low ambient controls and start assist. Connect refrigerant lines, pressure test and evacuate. Charge and operate system, adjusting charge as needed. Adjust airflow as needed.			
WARRANTY: Five years on outdoor unit, one year on other parts and labor.			
We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:			
Twenty-five thousand and-----no/100 dollars (\$ 25,000.00).			
Payment to be made as follows: Net 15 days from invoice date.			
All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.		Authorized Signature 	Jack Billow HVAC Manager
		Note: This proposal may be withdrawn by us if not accepted within 60 days.	
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		Signature 	
Date of Acceptance 2/12/2024		Signature	

PACC-898-2
 PRINTED IN U.S.A.

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

DISCUSSION: MUSKINGUM WATERSHED CONSERVANCY DISTRICT RECOGNITION: *Ethan Zucal, Engagement and Outreach Coordinator, was present with several representatives of the Muskingum Watershed Conservancy District (MWCD). Ethan started by thanking the Commissioners for having the Watershed District in, their continued support and recognizing them. Ethan stated there is representatives from each of the areas that were recognized and he passed the meeting over to them. Eric Stechschulte, Deputy Chief, Planning and Projects, stated on of the main projects they are working on is the Buckeye Trail, and were awarded the Merrill Gilfillan Award for Visionary Agency Partners by the Buckeye Trail Association. Dylan Sayre, Trails Coordinator, the Trails Program began in 2021. We have been busy building and maintaining our trail system. There are about 29 miles off off-road trails and about 29 miles of on-road trails as well. The whole state has 1,400 miles of trail. We have a great partnership with the Buckeye Trail Association.*

Dave Lautenschleger, Chief of Engineering, stated the Chippewa Creek runs into the Tuscarawas River. These eight flood control dams are in Wayne, Medina and Tuscarawas County. There is 33 miles of channel that is also maintained by this project. Adam Liston, Chippewa Project Coordinator, which is a sub-district of MWCD and the Corps of Engineers. Chippewa Project oversees eight dams. Four of them are dry and four of them are wet. We were honored to be awarded the Best Maintained Dam by the Ohio Dam Safety Organization.

Matt Thomas, Chief of Conservation, is looking for this year to be a kick-off for some of our philanthropy funding towards scholarships, fellowships and community grants in coordination with the Foundation for Appalachian Ohio for \$200,000 a year. This will cover all counties in the watershed. We were very honored to be awarded the Chaddock Philanthropist of the Year Award by the Foundation for Appalachian Ohio.

Craig Butler, Executive Director, added the MWCD is very thankful for the recognitions. Not only the Commissioners but by the partners that we have. This is a reflection of our staff members.

Commissioner Zemis, stated the MWCD is a community asset to Tuscarawas County. We appreciate the effort that you are making. There is a lot that goes into being able to go to a lake and camp and enjoy yourselves for a weekend. We are happy to see the investment not only in our community, but the district as a whole. Congratulations.

Mr. Butler added that the MWCD wanted to try and find out what their economic impact was in the counties that they serve, so they used the same assessment that the gas & oil development across the state. Using the same method, the assessment estimated that with the \$200 million that has been invested in the MWCD infrastructure. The assessment revealed that the impact was just under \$1 billion and we are just getting started!

Commissioner Ress closed by thanking everyone for all of the work and dedication they put into our Conservation District.

The Clerk read the recognition onto the record.

RESOLUTION (158-2024) RECOGNITION – MUSKINGUM WATERSHED CONSERVANCY DISTRICT

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following resolution of recognition for the Muskingum Watershed Conservancy District.



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

RESOLUTION (159-2024) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Zemis to adjourn at 1:23 p.m. to meet in Regular session Wednesday, the 21st day of February , 2024.

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

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.



Kristin Zemis



Greg Ress



Attest: Rhonda Jordan, Clerk