

January 10, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (1)

Approve Prisoner Agreements

Approve Change Order – Final – Project #4 – TUS-CR-24-7.60

Approve Dog & Kennel Monthly Report – December 2021
Approve Dog & Kennel Annual Report – January through December 2021

Obsolete Property – Court of Common Pleas
Obsolete Property – Law Library

Approve Increase in Salary – JFS

Internet Auction (GovDeals Sellers) – Obsolete County Personal Property

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 10th DAY OF JANUARY, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger
Al Landis

Commissioner Chris Abbuhl Presiding.

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

RESOLUTION (20-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes of the previous meeting as written.

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

RESOLUTION (21-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Capital One	Job & Family Services	\$445.63
J and M Mentoring	Job & Family Services	\$1,793.40
Western Reserve Hospital, LLC	Job & Family Services	\$1,705.00

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

RESOLUTION (22-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer Department	P00-P34	P000-P45	\$41.96	To cover auditor fees

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

RESOLUTION (23-2022) PRISONER AGREEMENTS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Prisoner Agreements with the following entities for prisoner care at seventy dollars (\$70.00) per day as recommended by Sheriff Campbell:

- Village of Strasburg
- City of Dover
- Muskingum Watershed Conservancy District
- Village of Sugarcreek

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

RESOLUTION (24-2022) CHANGE ORDER - FINAL – PROJECT #4-2021 – TUS-CR-24-7.60

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following final change order for Project #402021 TUS-CR-24-7.60 Widening & Resurfacing, in the total amount of \$4,048.21, changing the original contract amount of \$766,110.86 to \$762,062.65, as requested by Joseph Bachman, Engineer.



Joseph S. Bachman, P.E., P.S. Tuscarawas County Engineer
832 Front Avenue SW, New Philadelphia, OH 44663
Phone:(330) 339-6648 Fax:(330) 339-6687 Email: engineer@co.tuscarawas.oh.us

TUS-CR 24-7.60, PID 113911 Project #4-2021

Change Order Request/Approval

Change Order Requested by:

Scott E. Oster
Scott E. Oster, Vice-President
Superior Paving & Materials, Inc.

1-4-22
Date

Recommended by:

Joseph S. Bachman
Joseph S. Bachman, PE, PS
Tuscarawas County Engineer

1/4/22
Date

Approved by:

Tuscarawas County Commissioners

Chris Abbuhl
Chris Abbuhl

1-10-2022
Date

Al Landis
Al Landis

1/10/22
Date

Kerry Metzger
Kerry Metzger

1/10/2022
Date

TUSCARAWAS COUNTY
TUS-CR 24-7 60 WIDENING & RESURFACING
PID 113911 Project #4-2021

CHANGE ORDER (final) -- Quantity adjustments to reflect "as built" conditions versus estimated plan quantities.

Ref. No.	Item No.	Approx Unit Quantities	Item Descriptions	Superior - Bid Price Unit Price	Total Price	As Built Quantities Quantity	Total Price	As Built \$ - Bid \$ Change Order	
1	103.05	1	LS Premium for contract bond	4,000.00	4,000.00	1.00	4,000.00	0.00	
2	202	105	SY Pavement removed, concrete drives, as per plans	37.00	3,885.00	144.50	5,346.50	1,461.50	
3	204	417	SY Subgrade Compaction	2.50	1,042.50	144.50	381.25	661.25	
4	254	6.231	SY Pavement Planning, Asphalt Conc (6")	7.50	46,732.50	6.231	46,732.50	0.00	
5	254	421	SY Pavement Planning, Asphalt Conc (6")	10.00	4,210.00	438.20	4,382.00	172.00	
6	301	1,410	CY 8" Asphalt Conc Base (FG84-22)	111.00	156,510.00	1,415.04	157,069.44	559.44	
7	407	2,853	GAL Track Coat	2.50	7,132.50	3,794.00	9,485.00	2,352.50	
8	408	4,154	GAL Prime Coat	3.80	15,785.20	3,209.66	12,196.71	3,588.49	
9	411	15	CY Stabilized Crushed Agg. (Drives)	105.00	1,575.00	0.00	0.00	-1,575.00	
10	441	1,003.00	CY 1.25" Asphalt Conc. Surface Course, Type 1, (448) (FG84-22), No RAP, APP	146.75	147,190.25	1,044.83	153,328.80	6,138.55	
11	441	1,410	CY 1.75" Asphalt Conc. Int. Course, Type 2, (448), APP	124.75	175,897.50	1,417.96	176,890.51	993.01	
12	611	5	EA Catch Basin Adjusted To Grade, APP	860.00	4,300.00	9.00	7,740.00	3,440.00	
13	614	1	LS Maintaining Traffic	29,000.00	29,000.00	1.00	29,000.00	0.00	
14	614	3.54	MI Work Zone Center Line, Class II, 642 Paint	500.00	1,770.00	3.54	1,770.00	0.00	
15	617	8.300	SY Shoulder Preparation	0.25	2,075.00	0.00	0.00	-2,075.00	
16	617	7.13	CY 3" Compacted Aggregate, APP	46.00	32,798.00	606.43	27,895.78	4,902.22	
17	623	1	LS Construction Layout Stakes	985.00	985.00	1.00	985.00	0.00	
18	624	1	LS Mobilization	6,390.00	6,390.00	1.00	6,390.00	0.00	
19	643	3.54	MI Edge line, 4", Type 1	2,610.00	9,239.40	3.60	9,396.00	156.60	
20	643	1.77	MI Center Line, Type 1	3,253.00	5,737.81	1.82	5,920.46	182.65	
21	659	200	SY Seeding & Mutching, Class 1, APP	10.00	2,000.00	0.00	0.00	-2,000.00	
22	832	1,000	EA Erosion Control Fabric	1.00	1,000.00	0.00	0.00	-1,000.00	
23	Special Item	5,192	SY (30") Wide Pavement Overlay	19.35	100,465.20	5,142.00	99,497.70	-967.50	
24	Special Item	26	EA Mailbox Support-Removed & Reset	245.00	6,370.00	15.00	3,675.00	-2,695.00	
CHANGE ORDER TOTAL - As Built Total - Bid Total								\$765,110.86	\$762,062.65

CONTRACT RECAPITULATION: ORIGINAL CONTRACT AMOUNT = \$766,110.86
CHANGE ORDER = \$4,048.21
REVISED CONTRACT AMOUNT = \$762,062.65
Percentage of Change Order to Original Contract Amount -0.53%

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

RESOLUTION (25-2022) DOG & KENNEL REPORT – DECEMBER 2021

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the Dog & Kennel Report for December 2021 as submitted by Elizabeth Lewis, Facility & Adoption Specialist:



DOG & KENNEL MONTHLY REPORT

December 2021

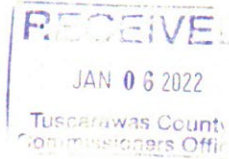
1)	Total dogs picked up by Wardens (a+b)		<u>26</u>
	a. Owner requested pick up		<u>0</u>
	b. Strays picked up by Wardens		<u>26</u>
2)	Strays brought in by public		<u>7</u>
3)	Dogs brought to pound by owners		<u>18</u>
4)	Total dogs to Pound (1+2+3)		<u>51</u>
5)	Dogs adopted		<u>5</u>
6)	Dogs redeemed by owners		<u>17</u>
7)	Number of dogs euthanized		<u>3</u>
8)	Released to rescues		<u>25</u>
	a. Pull fees	\$	<u>140</u>
9)	Pound fees	\$	<u>600</u>
10)	Pick up fees	\$	<u>350</u>
11)	License fees	\$	<u>288</u>
12)	Licenses sold on the road by Wardens		<u>0</u>
13)	Licenses sold at the Pound		<u>18</u>
14)	Complaints handled		<u>43</u>
15)	Citations issued		<u>3</u>
16)	Animal claims		<u>0</u>
17)	Mileage on trucks		
		F150 2021	Truck #1 <u>1992</u>
		F150 2017	Truck #2 <u>2129.2</u>
		F150 2013	Truck #3 <u>0</u>
			Total <u>4121.2</u>

Submitted by:

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

RESOLUTION (26-2022) DOG & KENNEL ANNUAL REPORT

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Dog & Kennel Report for January through December 2021 as submitted by Elizabeth Lewis, Facility & Adoption Specialist:



DOG & KENNEL ANNUAL REPORT
JANUARY 2021 through DECEMBER 2021

1)	Total dogs picked up by Wardens (a+b)	_____ 323 _____
	a. Owner requested pick up	_____ 8 _____
	b. Strays picked up by Wardens	_____ 315 _____
2)	Strays brought in by public	_____ 57 _____
3)	Dogs brought to pound by owners	_____ 182 _____
4)	Total dogs to Pound (1+2+3)	_____ 562 _____
5)	Dogs adopted	_____ 63 _____
6)	Dogs redeemed by owners	_____ 241 _____
7)	Number of dogs euthanized	_____ 37 _____
8)	Released to rescues	_____ 223 _____
	a. Pull fees	_ \$ _____ 1380 _____
9)	Pound fees	_ \$ _____ 6956 _____
10)	Pick up fees	_ \$ _____ 6940 _____
11)	License fees	_ \$ _____ 4656 _____
12)	Licenses sold on the road by Wardens	_____ 0 _____
13)	Licenses sold at the Pound	_____ 223 _____
14)	Complaints handled	_____ 732 _____
15)	Citations issued	_____ 34 _____
16)	Animal claims	_____ 0 _____
17)	Mileage on trucks	
	2021-F150 Truck #1	_____ 7770 _____
	2017-F150 Truck #2	_____ 22,168 _____
	2013-F150 Truck #3	_____ 13,298.4 _____
	Total	_____ 43,236.4 _____

Submitted by: Chris Abuhl

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

RESOLUTION (27-2022) OBSOLETE PROPERTY – COURT OF COMMON PLEAS

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

- Dell Desktop Computer, J3GS182
- Dell Desktop Computer, 5FRJC42

The items will be disposed of in accordance to ORC.

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

RESOLUTION (28-2022) OBSOLETE PROPERTY – LAW LIBRARY

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

- Kyocera Printer – Missing Parts – FS1370

The items will be disposed of in accordance to ORC.

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

RESOLUTION (29-2022) INCREASE JFS DIRECTOR SALARY

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to grant a 3% increase in the salary of David Haverfield, Director of Tuscarawas County Job & Family Services to the amount of \$95,401.07 effective January 1, 2022

Discussion: *Commissioner Abbuhl noted there was a 3% increase to all non-bargaining unit employees.*

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

RESOLUTION (30-2022) INTENT TO CONDUCT AN INTERNET AUCTION FOR THE SALE OF UNNEEDED, OBSOLETE OR UNFIT COUNTY PERSONAL PROPERTY IN CALENDAR YEAR 2022

The Board of County Commissioners of Tuscarawas County, Ohio, hereinafter referred to as “Board”, met in regular session on the 10th day of January, 2022, at the office of the Board located at 125 East High Avenue, New Philadelphia, Ohio 44663, with the following members present:

Chris Abbuhl

Kerry Metzger

Al Landis

Commissioner Landis moved the adoption of the following Resolution and Commissioner Metzger seconded the motion.

WHEREAS, House Bill 226 of the 124th General Assembly, which became effective on January 6th, 2002, provides that a board of county commissioners may sell county personal property, including motor vehicles acquired for the use of county offices and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, by internet auction; and

WHEREAS, R.C. § 307.12(E), as amended by House Bill 226, requires a board of county commissioners to adopt, during each calendar year, a resolution expressing its intent to sell county personal property by internet auction; therefore, be it

RESOLVED, that the Board hereby expresses its intent to sell, by internet auction during calendar year 2022, county personal property which is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and be it further

RESOLVED, that the internet auction will be conducted in accordance with the terms and conditions described in the document called “Online Sales - Terms and Conditions”, a true copy of which is attached hereto and is incorporated herein by reference as if fully re-written herein; and be it further

RESOLVED, that, in addition to the terms and conditions as stated in the aforesaid document called “Online Sales - Terms and Conditions”, the internet auction will also be conducted in the following manner and/or under the following additions terms and conditions:

the auction shall be conducted on a continuous basis through accessing the Tuscarawas County web site located at www.co.tuscarawas.oh.us; and be it further

RESOLVED, that the number of days of bidding on the property involved, as specified in R.C. § 307.12(E), will be 15 days, including Saturdays, Sundays, and legal holidays; and be it further

RESOLVED, that in order to enable the Board to use software provided by GovDeals, Inc. to facilitate the offering of county personal property for sale by internet auction, the Board does hereby approve and enter into a written contract called GovDeals Sellers Agreement (hereinafter "Agreement") with GovDeals, Inc., a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard, Suite 110, Montgomery, Alabama 36117, telephone number 866-377-1494, to conduct the internet auction on the county's behalf, and a true copy of the said Agreement is attached hereto and is incorporated herein by reference as if fully re-written herein; and be it further

RESOLVED; that the Board will publish in the Bargain Hunter, a newspaper of general circulation in the county, a summary of the information contained in this resolution and that this summary will be published in that newspaper on the following dates: January 18, 2022 and February 1, 2022, the second date being at least 10 days after but not more than 20 days after the first publication of the notice; and be it further

RESOLVED, that a notice similar to the one published in the newspaper will be posted continually throughout the remainder of the calendar year 2022 in a conspicuous place in the offices of the county auditor and the offices of the Board and on the Tuscarawas County web site at <http://www.co.tuscarawas.oh.us/>; and be it further

RESOLVED, that the Board reserves unto the Board or its representative the right, at a later date, to do any or all of the following: (a) to establish the minimum prices that may be accepted for any specific items of county personal property that is the subject of the internet auction; (b) to establish other or additional terms and conditions concerning any particular internet sale that may occur, including but not limited to terms and conditions concerning requirements for pick up and/or delivery of the property, method of payment, and payment of sales tax in accordance with applicable laws; and/or (c) to reject any and all bids and/or to withdraw from sale any of the items listed; and be it further

RESOLVED, that the information described in the paragraph above will be provided on the internet at the time of the auction itself and, in addition, may be provided before that time, upon request, after the terms and conditions have been determined by the Board or its representative; and be it further

RESOLVED, that the Clerk of the Board is hereby directed to deliver a certified copy of this resolution to the County Auditor of Tuscarawas County, Ohio so that the County Auditor can act on the Certificate of Availability of Funds that is to be attached to the Agreement pursuant to R.C. § 5705.41(D)(1); and be it further

RESOLVED, that the Clerk of the Board is hereby ordered to take the steps necessary to implement this Resolution including, making arrangements for publication in the newspaper of a summary of the information contained in this resolution and for posting the required notices in the offices of the County Auditor and Commissioners and on the Tuscarawas County website.

ROLL CALL VOTE:

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

Liquidity Services Operations LLC dba GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between Liquidity Services Operations LLC dba GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the Tuscarawas County Commissioners ("Client"), having its principal place of business 125 East High Avenue - New Philadelphia, Ohio 44663.


- 1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1 Access to a GovDeals online "Seller Asset Management" (SAM), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of SAM
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 **Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 **Payment:**
 - 4.1 If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice.

unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Ohio.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc
 Signature: _____
 Print Name: Steve Kranzusch
 Title: Vice President and General Manager
 Date: _____

Client: Tuscarawas County Commissioners
 Signature: 
 Print Name: Chris Abbuhl
 Title: Tuscarawas County Commissioner
 Date: January 10, 2022

Memo of Understanding Contact:
 Attention: Sales Support
 100 Capitol Commerce Blvd, Ste 110
 Montgomery, AL 36117
 Telephone Number: 866.377.1494
 Fax Number: 334.387.0519
 Email: salessupport@govdeals.com

Flexible Pricing Options (FPO)	
Select one from options described in GovDeals Memo of Understanding- Exhibit A:	
<u>Client Collects Proceeds</u>	
<input checked="" type="checkbox"/>	Option A1 (7.5% Seller- 0% Buyer)
<input type="checkbox"/>	Option A2 (0% Seller- 7.5% Buyer)
<u>Client elects FSS (GovDeals collects Proceeds)</u>	
<input type="checkbox"/>	Option B1 (7.5% Seller- 5% Buyer)
<input type="checkbox"/>	Option B2 (5% Seller- 7.5% Buyer)
<input type="checkbox"/>	Option B3 (2.5% Seller- 10% Buyer)
<input type="checkbox"/>	Option B4 (0% Seller- 12.5% Buyer)

EXHIBIT A - Online Auction Memo of Understanding

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5% fee, but not less than \$5.00. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. All proceeds will be remitted electronically by Automatic Clearing House (ACH). A detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact: Chris M. Mohr, President of Board Commissioners
(Person to receive invoices) Name and Title
E-Mail Address: Commissioners@co.tuscarawas.oh.us
Phone Number: 330-365-3240

Please provide the required information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

EXHIBIT C - Online Auction Memo of Understanding

Tuscarawas County Commissioners
New Philadelphia, Ohio

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." Tuscarawas County Commissioners (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and GovDeals from liability therefore.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on **GovDeals**. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

LEGAL ADVERTISEMENT

On January 10, 2022 the Tuscarawas County Board of Commissioners entered into an agreement with GovDeals, Inc. to provide online auction services to the County for calendar year 2022. Tuscarawas County hereby creates the following rules pursuant to Ohio Revised Code 307.12:

The Tuscarawas County Board of Commissioners has determined that surplus property including motor vehicles acquired for the use of County offices and departments, and road machinery, equipment, tools or supplies, which is not needed for the public use, or is obsolete or unfit for the use it was acquired is appropriate to be sold by Internet auction, and by a resolution dated January 10, 2022, the Tuscarawas County Board of Commissioners has declared its intent to sell property through the Internet.

The auctions shall be conducted on a continuous basis through accessing the Tuscarawas County website located at www.countytuscarawas.oh.us and double clicking on the GovDeals icon. The surplus items shall be posted for fifteen days including Saturdays, Sundays and legal holidays.

The County will also post a notice of such Internet auction on the bulletin board in the county office building on a continuous basis.

A notice will appear continuously on the County's web site that surplus property is available through Internet auction.

All property is offered for sale "As Is, Where Is". Tuscarawas County makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to the any payment for loss of profit or any other money damages – special, direct, indirect or consequential, and

The County reserves the right to reject any and all bids and to withdraw from sale of any of the items listed.

By order of the Tuscarawas County Board of Commissioners

Publish: January 18, 2022 & February 1, 2022

RESOLUTION (31-2022)

PAY BILLS

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

Meeting Date 01/10/2022

911

Frontier	Service	\$199.88	
Ohio State Highway Patrol	LEADS	\$600.00	
Frontier	Service	\$45.80	
APCO International	Training/Recertifications	\$215.82	
Frontier	Wireless Tariff	\$221.13	
			\$1,282.63

Auditor

Harris Computer Systems	Support Services	\$2,646.82	
Government Forms & Supplies	Tax Forms	\$653.34	
			\$3,300.16

Clerk of Courts

Home 2 Suites by Hilton	Lodging	\$119.00	
			\$119.00
Commissioners			
Koorsen	System Communicator/Antenna	\$1,815.00	
Brandywine Valley Development	Royalty Sharing	\$166.25	
Menards	Supplies	\$1.99	
The Selinsky Force	Services	\$358.40	
CUA Refinishing	Insurance Claim/Cruiser Repairs	\$1,036.75	
Tuscora Electric	Supplies	\$222.36	
Go Shred	Shredding Services	\$165.00	
G & L Supply	Supplies	\$66.42	
NP Water Dept	Service	\$324.50	
NP Water Dept	Service	\$164.57	
NP Water Dept	Service	\$194.20	
Office Depot	Supplies	\$37.69	
Martin's Mobile Glass	Ins. Claim/Windshield Repair & Replacement	\$318.00	
NACO	2022 Membership	\$1,852.00	
			\$6,723.13
Common Pleas			
Thomson Reuters	Library Plan	\$156.32	
Matthew Bender & Co	Legal Publications	\$287.47	
Tusc Co IT Dept	Supplies	\$110.88	
Elizabeth Stephenson	Reimb/Supplies	\$26.68	
Judge Michael Ernest	Travel	\$126.50	
			\$707.85
Coroner			
Cuyahoga County Medical Examiner	Autopsy	\$1,475.00	
Cuyahoga County Medical Examiner	Autopsy	\$1,475.00	
Staples	Supplies	\$442.10	
Cuyahoga County Medical Examiner	Autopsy	\$1,475.00	
Jeffrey Cameron	Mileage	\$14.30	
Todd Stanley	Mileage	\$135.30	
Catherine Clarke	Mileage	\$40.70	
			\$5,057.40
Dog Pound			
Tusc Co Sheriff's Office	Fuel	\$620.81	
NP Water Dept	Service	\$77.51	
			\$698.32
Emergency Management			
Tusc Co Sheriff	Supplies	\$46.59	
			\$46.59
Engineer			
Liniform	Uniform Rental	\$148.60	
RJ Wright & Sons	Gas & Fuel Oil per bid	\$21,215.48	
Holmes Wayne Electric	Service	\$23.50	
Kimble Recycling	Trash Dumpster	\$81.00	
Stony Point Supply	Bridge & Culvert Supplies	\$194.10	
Gray Eeering	Crane Repair	\$125.00	
Dynamic Hydraulics	Repairs/Parts	\$68.00	
Gemstone Gas & Welding	Bridge & Culvert Supplies	\$6.00	
Gemstone Gas & Welding	Bridge & Culvert Supplies	\$33.95	
Starlight Enterprises	Office Cleaning	\$424.00	
			\$22,319.63
Information Technology			
United Training Commercial	Employee Training	\$6,990.00	
			\$6,990.00

Job & Family Services

Treasurer Tusc Co	Audit Fees	\$1,067.54	
Jordan McNiff	Reimb Overpayment	\$39.53	
Western Physicians Inc	FC Medical Expenses	\$685.00	
Benjamin & Emily Lippert	FC Clothing Reimb	\$87.52	
Jacob & Marilyn Miller	FC Clothing & Incidental Reimb	\$247.05	
Dr Nicholas Varrati MD	Drug Screens	\$98.00	
Alan Bridges	Independent Living/Incentive Check	\$100.00	
M-n-M Visitation Services	Visitation	\$660.00	
Lace Realty	FACES/Rent & Deposit	\$1,300.00	
Kyler Lundholm LPM	Non-Recurring Adoption Expenses	\$771.50	
Kaylee Shalosky	Travel	\$13.91	
Tusc Co Commissioners	Postage Reimb	\$660.86	
Staples Business Credit	Supplies	\$355.14	
Menards	Supplies	\$24.95	
US Postal Services	Postage	\$2,500.00	
Amazon	Supplies	\$119.84	
First Choice Pest Management	PRC/Pest Control	\$600.00	
JC Equity Group	COVID PRC/Rent	\$900.00	
Travelodge	Adult Protective	\$186.28	
LexisNexis	User Fees	\$339.00	
Cincinnati Bell Technology	Phone Bill	\$3,301.23	
Robb Rectanus	Travel	\$16.68	
			\$14,074.03

Juvenile/Probate

OH Association of Probate Judges	Conference Registration	\$100.00	
Xerox	Leased Copier	\$58.46	
Tusc Co IT Dept	Supplies	\$63.77	
Xerox	Leased Copier	\$30.40	
Xerox	Leased Copier	\$31.17	
			\$283.80

Park Department

Tuscora Electric	Supplies	\$53.32	
Menards	Supplies	\$929.95	
Menards	Supplies	\$20.39	
Information Technology	USB Ethernet Adapter	\$34.99	
Marsha Freeland	Mileage	\$106.43	
			\$1,145.08

Prosecutor

Staples Credit Plan	Supplies	\$248.77	
			\$248.77

Sheriff

Verizon	Data Cards	\$949.90
Verizon Wireless	Cell Phone Service	\$719.44
Dutch Creek Foods	Inmate Food	\$6,662.67
Nickles Bakery	Bread	\$676.20
Dominion Energy	Natural Gas	\$5,488.65
Frontier	Service	\$2,323.77
Wood Electric	Repairs	\$298.17
HC Lobalzo & Sons	Repairs	\$1,022.77
G & L Supply	Supplies	\$228.14
Lowe's	Supplies	\$145.13
RJ Wright & Sons	Gasoline	\$3,084.00
RJ Wright & Sons	Gasoline	\$7,598.00
Mastercard	Travel/Training	\$1,162.11
Blue to Gold	Online Training	\$858.00
Graphic Enterprises	Copy Charges & Supplies	\$731.53

US Bank Equipment Finance	Copier Lease	\$589.96	
Wells Fargo Financial Leasing	Copier Lease	\$96.80	
Staley Technologies	Repairs	\$385.00	
MNJ Technologies	Supplies	\$268.00	
Staples	Supplies	\$1,843.45	
			\$35,131.69
Treasurer			
Tusc Co IT Dept	Supplies	\$351.30	
			\$351.30
Veterans			
Tusc Co IT Dept	Supplies	\$136.88	
Riceland Cabinet Corp	Conference Room Cabinets	\$1,913.00	
			\$2,049.88
Water & Sewer			
Staufer Manufacturing	Materials	\$45.77	
Enger Auto	Materials	\$60.63	
Environmental Management	Materials	\$5,559.00	
Frontier	Service	\$54.58	
American Electric Power	Serviced	\$358.48	
Enger Auto	Materials	\$4.49	
Lowe's	Materials	\$60.60	
Staufer Manufacturing	Materials	\$45.77	
ProCore Power Equipment	Maintenance/Repairs	\$6.25	
Wayne Garage Door	Repairs	\$340.00	
Otto Electric	Maintenance/Repairs	\$225.00	
Newcomerstown Water	Sewage Disposal	\$8,787.84	
American Electric Power	Service	\$654.07	
Frontier	Service	\$50.45	
Frontier	Service	\$52.56	
Charter Communications	Internet Service	\$99.99	
Haueter Landscaping	Snow/Ice Removal	\$30.00	
Fenton Brothers	Materials	\$79.02	
Diversified Fall Protection	Equipment	\$2,314.00	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$63.75	
Fitzpatrick Zimmerman & Rose	Legal Fees	\$85.00	
			\$18,977.25
	GRAND TOTAL		\$119,506.51

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

NO OTHER BUSINESS TO BRING BEFORE THE BOARD.

RESOLUTION (32-2022) ADJOURN


It was moved by Commissioner Landis, seconded by Commissioner Metzger, to adjourn at 9:11 a.m. to meet in Regular session Wednesday, the 12th day of January, 2022

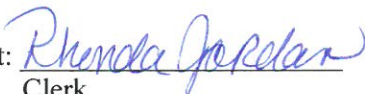
VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

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


Chris Abbuhl


Kerry Metzger


Al Landis

Attest: 
Clerk