

# January 12, 2022

## Agenda

*Lord's Prayer*

*Pledge of Allegiance*

*1:15 p.m. Establishing Fund – TUFF Bags – Sylvia Argento*

*1:30 p.m. Bid Opening - TUS-VAR GR Phase 5 PID 111588 – Engineer's Office*

Approve Minutes

Approve Before/After Expenditures

Approve Contract – Project #1-2022 – TUS-CR 99-0.71

Approve Treasurer's Investments (December 2021)

Approve Agreement – Verizon – EMA

Approve Certification – County Highway Mileage

Approve Prisoner Agreements

Approve Job & Family Services Contracts

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, WEDNESDAY, THE 12th 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 (34-2022)

### 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 (35-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Kyler Lundholm LPM	Tusc. Job & Family Services	\$771.50
M-n-M Visitation Services LLC	Tusc. Job & Family Services	\$660.00
WRH Physicians, Inc	Tusc. Job & Family Services	\$685.00

Jacob & Marilyn Miller	Tusc. Job & Family Services	\$247.05
Mastercard	Sheriff's Office	\$1,162.11
Blue to Gold, LLC	Sheriff's Office	\$858.00

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

**RESOLUTION (36-2022) APPROVE CONTRACT – PROJECT #1-2022 – TUS-CR 99-0.71**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the contract with Black Horse Bridge Construction, Inc in the amount of \$1,461,766.00 for the Project #1-2022, TUS-CR 99-0.71 bridge replacement and appointing Chris Arthurs as Prevailing Wage Coordinator. This action is taken upon recommendation of Joseph Bachman and approved as to form by Robert Stephenson II, Assistant Prosecuting Attorney.

TUSCARAWAS COUNTY PROJECT #1-2022  
 CONTRACT

For **TUS-CR 99-0.71**

THIS CONTRACT, made and entered into at New Philadelphia, OHIO, this 12<sup>th</sup> day of January, 2022, by and between the Board of Tuscarawas County Commissioners, hereinafter called the COUNTY, and a corporation, partnership, individual or \_\_\_\_\_ known as **Black Horse Bridge Construction, Inc.**, with an office located at 5185 Wooster Road West, Norton, OH, hereinafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR has agreed and by these presents does agree that the COUNTY, for the consideration hereinbefore mentioned and contained in the proposal, and under penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and equipment, and shall execute, construct, finish and test in an expeditious, substantial and workman-like manner, said improvements shown on the contract drawings described in the included specifications or required by the COUNTY, with all equipment and appurtenances, commencing work within ten (10) days from the date of notice from the COUNTY to commence work and executing the same within the time and manner specified and in conformity with the requirements set forth in the specifications herein contained and hereunto attached in accordance with the contract drawings of said work on file in the office of the County Engineer and all to the acceptance of said COUNTY.

THE CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times and in such order as the County Engineer or his duly authorized agent may direct. Further, he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the Tuscarawas County Engineer.

IF THE CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this contract according to the true intent and meaning thereof, then the COUNTY may avail itself of any or all remedies provided in that behalf in the contract, and shall have the right and power to proceed in accordance with the provisions thereof. It is hereby agreed by the parties to this Contract that the provisions contained in the "Advertisement for Bids", in "Information and Instruction to Bidders" in the "Proposal and Bid Form", in the "Insurance Specification", in the "Performance Bond", as well as the plans and specifications for the improvement, shall constitute integral parts of the agreement and collectively that they shall comprise and be known as the Contract.

IT IS HEREBY mutually agreed that the COUNTY is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing, and in all respects completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed.

DURING THE performance of this contract, the CONTRACTOR agrees as follows:

(E) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR will comply with Section 107.20 of the current ODOT CMS.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The CONTRACTOR and the COUNTY mutually agree that the relationship formed by this agreement is intended to be that of the customer and independent CONTRACTOR and is not an employment relationship. The CONTRACTOR hereby represents that it is not an entity over which the National Labor Relations Board has ever declined jurisdiction. The CONTRACTOR further agrees and covenants that, should a safety issue or complaint arise from, or involving, an employee, agent or representative of the CONTRACTOR; the CONTRACTOR will indemnify and hold the COUNTY, its employees, directors, officers and commissioners harmless and will assume all legal and financial responsibility for said issue or complaint including, but not limited to, all fines, fees, costs, corrective action, provision of equipment, training and administration. The CONTRACTOR further agrees and covenants that, should a safety related issue suit or complaint be filed against the COUNTY, its employees, directors, officers and commissioners by an employee, agent or representative of the CONTRACTOR, the CONTRACTOR will pay all associated expenses of the COUNTY, its employees, directors, officers and commissioners, as the COUNTY deems necessary, in order to defend, correct or resolve said issue or complaint. CONTRACTOR agrees to reimburse COUNTY for such expenses, attorney's fees or costs within thirty (30) day after receiving written notice from the COUNTY of the incurring of such expenses, costs or obligations.

SUBJECT TO the applicable provisions of law, this Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures, the day and year first above mentioned.

CONTRACTOR  
Witness: [Signature] By: [Signature]  
Date: December 31, 2021 Title: President

(If the CONTRACTOR is a corporation, the corporate seal must be affixed hereon)

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS  
Attest: [Signature] By: [Signature]  
Date: 1/12/2022 (Chairman)  
[Signature]  
[Signature]

Approved as to form and legal sufficiency  
[Signature]  
Tuscarawas County Prosecuting Attorney  
Date: 1/12/22

E-3

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

RESOLUTION (37-2022) TREASURER'S INVESTMENTS (December 2021)

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Treasurer's Investments for December as per the recommendation of Tuscarawas County Treasurer, Jeffery S Mamarella.

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

January 4, 2022

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 **December, 2021**.

December Depository and Investment income received is: \$48,683.22. This brings the cumulative interest total as of December 31<sup>st</sup> to \$190,710.64. The estimated investment income for 2021 is \$150,000.

Monthly Investment Total = \$73,544,310.49

Balance in Checking Acct. – JPMorgan Chase \$4,936,680.61      Huntington \$1,154,967.24

.....

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

Monthly Inventory Report  
 Obligations and Securities  
 for County of Tuscarawas  
 As of December 31, 2021

Description	Folio #	Call Type	Treasurer's Book Value	Yield	Quantity	Maturity Date	Purchase Date
Courthouse Improvement Bond	17-18	25 yr/5 yr call	\$817,706.92	3.610%	\$817,706.92		
Comenity Cap Bk	13-19	n/a	\$249,000.00	2.800%	\$249,000.00	3/15/2022	3/15/2019
Eaglebank	15-19	n/a	\$249,000.00	2.650%	\$249,000.00	4/28/2023	4/30/2019
Goldman Sachs	16-19	n/a	\$246,000.00	2.560%	\$246,000.00	5/2/2022	5/1/2019
Morgan Stanley PVT Bank	18-19	n/a	\$246,000.00	2.550%	\$246,000.00	6/6/2022	6/6/2019
Morgan Stanley Bank NA	19-19	n/a	\$246,000.00	2.550%	\$246,000.00	6/6/2022	6/6/2019
Ally Bank	32-19	n/a	\$247,000.00	2.150%	\$247,000.00	8/8/2022	8/8/2019
American Express Nat'l Bank	12-20	n/a	\$248,000.00	1.350%	\$248,000.00	3/31/2022	3/31/2020
Berkshire Bk/Pittsfield	14-20	n/a	\$248,000.00	1.250%	\$248,000.00	4/12/2022	4/8/2020
Synovus Bank GA	15-20	n/a	\$248,000.00	1.450%	\$248,000.00	10/17/2022	4/17/2020
West Michigan Com Bank	17-20	n/a	\$249,000.00	0.950%	\$249,000.00	4/26/2022	4/24/2020
FHLB	08-21	3 mo	\$1,000,000.00	0.650%	\$1,000,000.00	2/26/2026	2/26/2021
Synchrony Bank	12-21	n/a	\$249,000.00	0.700%	\$249,000.00	10/22/2024	10/22/2021
FHLB	13-21	n/a	\$1,000,000.00	0.500%	\$1,000,000.00	11/24/2023	11/24/2021
Sallie Mae Bank/Salt Lake	14-21	n/a	\$248,006.79	1.000%	\$248,000.00	12/16/2024	12/15/2021
Federal Home Ln Bk	15-21	3 mo	\$1,000,000.00	0.750%	\$1,000,000.00	12/29/2023	12/29/2021
Star Ohio re-opened 11/28/12		Open End	\$66,753,596.78	0.090%	\$66,753,596.78	Open End	
<b>TOTAL</b>			<b>\$73,544,310.49</b>				

Summary of Accounts

Tuscarawas County Treasurer  
As of 12/31/2021

Account Number	Description	Balance
Y96	PERS PAYABLE	566,576.06
Y98	HEALTH PAYABLE ACCOUNT	0.00
Y99	PAYROLL	0.00
<b>Funds Total</b>		
		79,943,836.89
<b>Balance</b>		
HCK	CHECKING	1,154,967.24
JPC	JPMORGAN CHECKING ACCOUNT	4,918,862.50
<b>Bank Accounts Total</b>		
		6,073,829.74
<b>Balance</b>		
CASH ON HAND	CASH ON HAND	325,696.66
<b>Cash on Hand</b>		
		325,696.66
<b>Investment Accounts</b>		
CO	DOME-17	817,706.92
DAD	FOLIO 35-19	0.00
MBS	FOLIO 08-21	1,000,000.00
MBS	FOLIO 10-16	0.00
MBS	FOLIO 12-20	248,000.00
MBS	FOLIO 12-21	249,000.00
MBS	FOLIO 13-19	249,000.00
MBS	FOLIO 13-21	1,000,000.00
MBS	FOLIO 14-20	248,000.00
MBS	FOLIO 14-21	248,006.79
MBS	FOLIO 15-19	249,000.00
MBS	FOLIO 15-20	248,000.00
MBS	FOLIO 15-21	1,000,000.00
MBS	FOLIO 16-19	246,000.00
MBS	FOLIO 17-20	249,000.00
MBS	FOLIO 18-19	246,000.00
MBS	FOLIO 19-19	246,000.00
MBS	FOLIO 21-19	246,000.00
MBS	FOLIO 25-18	0.00
MBS	FOLIO 27-18	0.00
MBS	FOLIO 32-19	247,000.00
SO	STAR OHIO 13728	66,753,596.78
<b>Investment Accounts Total</b>		
		73,544,310.49

Summary of Accounts		Tuscarawas County Treasurer		As of 12/31/2021	
Summary					
211	Fund(s)	79,943,836.89			
2	Bank Account(s)	6,073,829.74			
	Cash on Hand	325,696.66			
22	Investment Account(s)	73,544,310.49			

January 10, 2022  
1:54 PM

Parameters:  
Operator: NLN As of: 12/31/2021 Fund Range: To Bank Range: To

**Discussion:** *Commissioner Abbuhl stated the estimated amount in investments for 2021 was \$150,000. We did a little bit better than expected, we are still lower than we have been in past years, but that is how the market is right now.*

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

**Discussion:** *Alex McCarthy, EMA Director was present and stated this is just a standard updated agreement with Verizon. There is no price increase.*

**RESOLUTION (38-2022) AGREEMENT – CELCO PARTNERSHIP dba VERIZON WIRELESS - EMA**

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Agreement with Celco dba Verizon Wireless as recommended by Alex McCarthy, Emergency Management Agency Director. The agreement has been reviewed and approved to form by Robert Stephenson II, Assistant Prosecuting Attorney.





NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**

Participating Entity: Tuscarawas County HS &amp; EMA

1. Scope: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state's statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.
2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Purchasing Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

4. Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms



NASPO ValuePoint

**PARTICIPATING ADDENDUM**



**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Christopher T. Jennings, J.D., Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	<a href="mailto:christopher.jennings@state.utah.gov">christopher.jennings@state.utah.gov</a>

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Email:	<a href="mailto:douglas.robertson@cmi.com">douglas.robertson@cmi.com</a>

Participating Entity

Name:	Tuscarawas County HS & EMA
Address:	2295 Reiser Ave SE New Philadelphia, Oh 44663
Telephone:	3304401101
Email:	mccarthy@co.tuscarawas.oh.us



NASPO ValuePoint


**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

6. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties. The Parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: Tuscarawas County HS & EMA	Contractor: Cellico Partnership d/b/a Verizon Wireless
Signature: 	Signature:
Printed Name: <i>Chris Abbuhl</i>	Printed Name: Todd Loccisano
Title: Tuscarawas County Commissioner	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date: <i>1-12-2022</i>	Date:

*[Additional signatures may be added if required by the Participating Entity]*



NASPO ValuePoint

**PARTICIPATING ADDENDUM**

**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at [www.naspo.gov](http://www.naspo.gov) or the NASPO ValuePoint team at [NASPO@NASPOVALUEPOINT.COM](mailto:NASPO@NASPOVALUEPOINT.COM)

**\*\*\*Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions\*\*\***

**Contractor - email a fully executed PDF copy of this document to:**

**To support documentation of participation and posting  
in appropriate databases**

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Version 2.0 02/20/2020

**VOTE:**

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

**RESOLUTION (39-2022) APPROVE COUNTY HIGHWAY MILEAGE CERTIFICATION**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following 2021 County Highway Mileage Certification Request for the Ohio Department of Transportation (ODOT).



**Ohio Department of Transportation**  
Office of Technical Services

**2021 County Highway System Mileage Certification**

Note: This form must be submitted to ODOT no later than March 1, 2022 or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in TUSCARAWAS County was 464,980 miles as of December 31, 2020

As certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 491.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2021 and determine the net increase or decrease in mileage. Add the net change to the 2020 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2021

the county was responsible for maintaining 461,022 miles of public road.

Chris Abbuhl  
Signature of President of Board of County Commissioners

1-12-2022  
Date

Kerry Metzger  
Commissioner Signature

1/12/2022  
Date

Al Landis  
Commissioner Signature

1/12/2022  
Date

Chris Abbuhl  
County Engineer Signature

1/12/22  
Date

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return a completed, signed copy of this form along with proper documentation of any changes made to:  
Ohio Department of Transportation  
Office of Technical Services

Mail Stop 63210  
1980 West Broad St. 2nd Floor  
Columbus, Ohio 43223  
Attn: Aaron Shvach (614) 466-5135 or aaron.shvach@dot.ohio.gov

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

**RESOLUTION (40-2022) PRISONER AGREEMENTS**

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

- Village of Bolivar
- Village of Port Washington
- Village of Gnadenhutten

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

**RESOLUTION (41-2022) APPROVE CONTRACTS – TUSCARAWAS COUNTY JOB & FAMILY SERVICES (JFS)**

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the contracts below:



**TUSCARAWAS COUNTY JOB & FAMILY SERVICES**

DECEMBER 2021

Last Name, First Name or Company	Contract Purpose	Contract Start Date	Contract End Date	Amount
<b>Subgrant Agreements</b>				
<b>Contracts for services</b>				
<b>Vendor Agreements</b>				
<b>Foster Agreements</b>				
Mayle Home	Foster Child Placement and Related Services	8/16/2021	6/30/2023	per agreed fee schedule
D. M. & M. M.	Shared Foster Home Agreement			\$32 per day
K.P. & S. P.	Foster Child Placement and Related Services	11/17/2021	11/16/2023	\$32 per day
L.M. & C.M.	Foster Child Placement and Related Services	1/1/2022	6/4/2022	\$32 per day
L.K. & M.K.	Foster Child Placement and Related Services	1/1/2022	9/20/2022	\$32 per day
D.M. & M.M.	Foster Child Placement and Related Services	1/1/2022	5/30/2023	\$32 per day
Freedom Youth Program	Foster Child Placement and Related Services	12/20/2021	12/31/2022	per agreed fee schedule
B.L. & E.L.	Foster Child Placement and Related Services	1/1/2022	8/1/2022	\$32 per day
M.M. & A.M.	Foster Child Placement and Related Services	1/1/2022	4/23/2023	\$32 per day
R.B. & A.B.	Foster Child Placement and Related Services	12/22/2021	12/21/2023	\$32 per day
<b>Adoption Agreements</b>				
<b>Transportation</b>				

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

**RESOLUTION (42-2022)****PAY BILLS**

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

**Meeting Date 01/12/2022****Clerk of Courts**

Home 2 Suites by Hilton	Lodging	\$119.00
Software Computer Group	Service	\$39.99
Staples	Supplies	\$1,348.39
Staples	Supplies	\$999.95
Staples	Supplies	\$110.97
		<b>\$2,618.30</b>

**Commissioners**

Multi County Juvenile Attn System	First Quarter 2022	\$350,126.19
OMEGA	2022 Membership	\$8,580.00
CCAO	2022 Membership	\$9,433.00
Tusc Co Chamber of Commerce	2022 Membership	\$500.00
Mancan	Temp Worker (COVID)	\$576.00
Tusc Co IT Dept	Supplies	\$80.38
Copeco	Supplies	\$569.85
Office Depot	Supplies	\$1,265.97
Vincent Lighting Systems	Supplies	\$650.00
Low'e's Business Account	Supplies	\$206.93
Morrow Control	Supplies	\$11.30
Gardiner	HVAC Sterilization & Filtration System	\$4,858.00
Comdoc	Copier Usage	\$50.89
Frontier	Service	\$49.07
		<b>\$376,957.58</b>

**Common Pleas**

MNJ Technologies	Computer Monitor	\$262.00
		<b>\$262.00</b>

**Dog Pound**

Kimble	Services	\$151.00
		<b>\$151.00</b>

**Engineer**

Carpenter Heating & Cooling	Service	\$95.68
Twin City Automotive	Repairs/Parts	\$231.85
Joe Bachman	Travel & Misc Expenses	\$868.31
MarZane	Asphalt Grindings	\$125.70
Sidwell Materials	Mat'l per bid	\$251.50
NP Water Dept	Water/Sewer/Trash	\$396.80
Kimble Co	Mat'l per bid	\$517.00
Kimble Co	Mat'l per bid	\$2,423.81
		<b>\$4,910.65</b>

**Information Technology**

Pioneer 360	Wireless	\$75.00
Horizon	Internet Connection	\$536.00
		<b>\$611.00</b>

**Juvenile/Probate**

Triad Deaf Services	Interpreter	\$152.00
		<b>\$152.00</b>

**Park Department**

Menards	Supplies	\$54.96
Staples	Supplies	\$101.95
Ziegler Tire	Tires/Alignment on Trailer	\$182.00
United Rentals	Portable Restroom @ CLP	\$82.00
Kimble Recycling	Dumpster & Lockbar Rental	\$30.96
		<b>\$461.87</b>

<b>Prosecutor</b>				\$451.87
Carrie Schirring MA		Expert Testimony	\$1,700.00	
<b>Public Defender</b>				\$1,700.00
OH Assoc of Criminal Def Lawyers		Membership	\$250.00	
OH Assoc of Criminal Def Lawyers		Membership	\$250.00	
OH State Bar Association		Membership	\$630.00	
Zashin & Rich		Legal Fees	\$4,382.20	
Matthew Bender & Co		Law Books	\$404.91	
City of New Philadelphia		Water	\$52.40	
Cargnel's Cleaning Service		Cleaning Services	\$625.00	
Stutzman's Lawn & Landscape		Salt Parking Lot	\$45.00	
Wells Fargo Financial Leasing		Copier Contract	\$45.00	
Tusc Co Commissioners		December Rent	\$1,381.45	
Pitney Bowes		Postage Machine Rental	\$62.82	
<b>Sheriff</b>				\$8,128.78
Arney Automotive		Cruiser Repairs	\$1,350.13	
<b>Treasurer</b>				\$1,350.13
ISSG Inc		Annual Software Support	\$18,552.50	
<b>Water &amp; Sewer</b>				\$18,552.50
Columbia Gas		Utilities	\$174.52	
Holmes Wayne Electric		Utilities	\$1,247.00	
Columbia Gas		Utilities	\$1,015.22	
Kimble Recycling		Container Service	\$55.50	
Tusc Co Commissioners		Postage Meter Use	\$1,517.79	
Ohio Utility Protection Program		Manual Callouts	\$8.00	
American Electric Power		Utilities	\$91.93	
Columbia Gas		Utilities	\$545.80	
		GRAND TOTAL		\$4,655.76
				\$420,501.57

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

**OTHER BUSINESS:**

**RESOLUTION (43-2022) RESCIND RESOLUTION (1076-2021) – OUT OF STATE TRAVEL - CORONER**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to rescind Resolution (1076-2021) due to airline flights being cancelled and/or delayed. Todd Stanley drove personal vehicle to the Medicolegal Death Investigator Training Course.

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



**RESOLUTION (44-2022) OUT OF STATE TRAVEL – CORONER**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following out of state travel request for the Coroner's Office as recommended by Cathy Clarke, Department Head.:

**DATE:** January 8-15<sup>th</sup>, 2022  
**LOCATION:** Missouri  
**ATTEND:** Todd Stanley  
**REASON:** Medicolegal Death Investigation Training  
**EXPENSE:** Mileage -Approx. – 1080 miles x .55 = \$594.00  
Hotel – to/from/staying – approx. \$119 + tax (7 nights) = approx. \$980.00  
Parking - \$120.00 = (\$24 per day x 5 days)  
Course - \$850.00  
Meals - \$30 per day = \$210.00

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

**NOTE:** This resolution replaces the rescinded resolution 1076-2021.

**Discussion:** *Sylvia Argento, Court Administrator, Juvenile Court, was present to speak about the TUFF Bags Program. The reason TUFF Bags is asking to set up a donation program is because TUFF Bags is currently feeding 925 children in Tuscarawas County. The main issue is the Food Bank got money from COVID Funds last year and TUFF Bags did not have to pay for any of the food used for the children. This year there were no funds. It is difficult to find the amount of “kid-friendly” food needed. (Something a younger child can fix for themselves without the assistance of an adult or the use of a stove.) The coordinators are having to go to multiple stores to try and find “kid friendly” food. Most of the time, this food is a little more expensive than the same food that requires an adult and/or stove. An example would be macaroni and cheese. The box is much cheaper than the little cup that just needs water added to it, but in order to fix the box one, the child needs milk, butter, stove and boiling water. Commissioner Metzger asked how much it cost to feed each child every weekend. Ms. Argento stated last year it averaged out to about \$1 per child per weekend. The food bank can not keep up with the demand. The food is packed twice a month and given out each week to the children to last them through the weekend. The bags are distributed through the schools. Funds can be donated through the United Way, but the funds need to be specifically addressed to TUFF Bags.*

*Commissioner Metzger inquired about the number of children served last year. Ms. Argento thought it was 200 children 3 years ago, went up to 400 very quickly, last year was the first year to be able to feed children through the summer and TUFF Bags is going to try and continue that if they can. This number of children is going to continue to increase. Commissioner Landis wanted to know if TUFF Bags is still going to be able to feed the children for \$1 per child per bag? Ms. Argento stated they are being as frugal as they can possibly be, but the increase in food prices and empty shelves is making that very hard for 925 children and growing.*

*Commissioner Abbuhl asked how the bags are given to the children during the summer when they are not in school. Ms. Argento answered the schools have been very co-operative and would have someone come in to the school so the kids could come to their school to pick up their bags. Commissioner Metzger asked about the ages of the children. Ms. Argento stated the ages range from 3 yrs. old to about 12 yrs. old. The older children tend to shy away from getting a bag because they don't want their peers to see them with the bags. Teenagers are welcome to bags if they want them.*

*The TUFF Bags Donation Fund still has to be approved by the state and the Auditor.*

**RESOLUTION (45-2022) ESTABLISH FUND – TUFF BAGS DONATIONS – TUSCARAWAS COUNTY JUVENILE COURT**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to establish a fund for the TUFF Bags Program. The fund name will be TUFF Bags Donations. The purpose of the fund is so community members can monetarily donate directly to the TUFF Bag program for food and/or supplies for food-insecure children. The TUFF Bags Donations will come from individuals, companies or any private or public entity. Approved as to form by Robert Stephenson II, Assistant Prosecuting Attorney.

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

**Discussion:** Genaro DeMonte, Assistant County Engineer, was present for the electronic bid opening for Project #2-2022 TUSC-VAR GR Phase #5 of a federally funded government project for guardrails on County Road 53 (Williams Lake), County Road 54 (Mathias Raceway) and County Road 55 (Joyce Hill Rd).

**RESOLUTION (46-2022) ADVISEMENT - BIDS - PROJECT #2-2022 TUS-VAR GR PHASE #5**

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to take under advisement the following bids for Project #2-2022 TUS-VAR GR PHASE #5 as opened and publicly read by Gernaro DeMonte, Assistant Engineer:

**PROJECT #2-2022  
TUS-VAR GR Phase #5  
PID #111588**

**BID TABULATION  
January 12, 2022 @ 1:30 p.m.**

**Engineer's Estimate \$376,647.00**

Bidder	Amount	Bond
PDK Construction, Inc	\$420,583.50	X
Lake Erie Construction Co.	\$475,925.00	X


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

**RESOLUTION (47-2022) ADJOURN**


It was moved by Commissioner Landis, seconded by Commissioner Metzger, to adjourn at 1:34 p.m. to meet in Regular session Wednesday, the 19th 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