

March 21, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (3)

Approve Inter-Fund Transfer/Advance

Approve Out of County Travel – Park Department

Approve Prisoner Agreement – City of New Philadelphia

Approve Contract - Project #2-2022 - TUS-VAR-GR Phase 5 - Lake Erie Construction Co

Establish Probate Court Special Projects Fund

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 21ST DAY OF MARCH, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger
Al Landis

Commissioner Kerry Metzger Presiding.

NOTE: Chris Abbuhl absent.

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

RESOLUTION (235-2022) APPROVE MINUTES

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

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

RESOLUTION (236-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
OCPJA	Common Pleas Court	\$400.00

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

RESOLUTION (237-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Human Resources	U035-U10	U035-U03	\$20,000.00	Requesting appropriation due to potential legal costs – TCSO matter
Water & Sewer Department	P300-P16	P00-P08	\$66,990.83	2021 year PO void/amended certificate done/money moved to 2022 year budget for contracts-projects
Road & Bridge	K000-K40	K000-K14	\$100,000.00	Repairs/Parts

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

RESOLUTION (238-2022) INTER-FUND TRANSFER/ADVANCE

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

Tusc. Co. Treasurer	From Children Service to Public Assistance	\$30,000.00
Tusc. Co. Treasurer	From Co. General to Children Services	\$150,000.00

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

RESOLUTION (239-2022) OUT OF COUNTY TRAVEL – PARK DEPARTMENT

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following out of county travel request for The Park Department as recommended by Jesse Rothacher, Park Manager:

DATE: March 24 – 25, 2022
 LOCATION: Salt Fork State Park Lodge
 ATTEND: Marsha Freeland
 REASON: Educational Event on Vernal Pools
 EXPENSE: \$192.59 Registration
 County Car Will be Used = 156 miles

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

RESOLUTION (240-2022) PRISONER AGREEMENTS – CITY OF NEW PHILADELPHIA

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

- City of New Philadelphia

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

RESOLUTION (241-2022) APPROVE CONTRACT – TUS-VAR-GR PHASE 5

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the contract with Lake Erie Construction Company. Project #2-2022 TUS-VAR-GR Phase 5 Guardrail replacement along CR 53, 54, and 55 and appointing Chris Arthurs as Prevailing Wage Coordinator. This action is taken upon recommendation of Joseph Bachman, Engineer and approved as to form by Robert Stephenson, Assistant Prosecutor.

TUSCARAWAS COUNTY PROJECT #2-2022

CONTRACT

For **TUS-VAR-GR Phase 5**

THIS CONTRACT, made and entered into at New Philadelphia, OHIO, this _____ day of _____, 2022, by and between the Board of Tuscarawas County Commissioners, hereinafter called the COUNTY, and a corporation, partnership, individual or _____ known as Lake Erie Construction Company with an office located at 25 South Norwalk Rd. Norwalk, OH 44857 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 2016 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: 3-11-2022

Title: President

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

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS

Attest: Rhonda Gordon

By: Kerry Metzger
(Chairman)

Date: 3-21-2022

Chris Abbuhl, absent

Al Landis

Approved as to form and legal sufficiency

[Signature]
Tuscarawas County Prosecuting Attorney

Date: 3/18/22

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

RESOLUTION (242-2022) ESTABLISH FUND – PROBATE COURT SPECIAL PROJECTS FUND

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to establish the Probate Court Special Projects fund. This will allow the co-mingled fund established on June 17, 2004, Resolution (381-2004) for Juvenile/Probate Court to be separated to better track revenues and expenditures for each court as recommended by Judge Adam Wilgus, Juvenile and Probate Judge.

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

Discussion: Commissioner Landis questioned the \$15,000.00 charge for the Flood Plain Services, Jane E. Clay, Executive Assistant responded this charge is to pay for Soil & Water Conservation District's Flood Plain Services for 2022 as per the Memorandum of Understanding (MOU).

RESOLUTION (243-2022) PAY BILLS

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

Meeting Date 03/21/2022

911			
Mastercard	Travel	\$119.00	
Mastercard	Training	\$205.00	
			\$324.00
Auditor			
AloNovus Corp	Required Ad	\$360.00	
Harris Computer Systems	Support	\$2,646.82	
			\$3,006.82
Child Support			
CBTS	Monthly Phone Charges	\$972.70	
CBTS	Monthly Phone Charges	\$649.35	
Quadient Leasing USA	Postage Machine Lease	\$457.39	
Quill	Copy Paper	\$181.93	
Bloom's Printing	Envelopes	\$789.00	
OH CSEA Director's Association	CLEAR Fee	\$129.64	
			\$3,180.01
Clerk of Courts			
Dan Loibl	Supplies	\$59.00	
Jeanne Stephen	Travel	\$128.34	
Jodi Fouts	Travel	\$145.85	
NCC Group Software Resilience	Service	\$315.00	
			\$648.19
Commissioners			
Copley Ohio Newspapers	R & B Legal Ad	\$118.46	
Tuscora Electric	Supplies	\$674.13	
Pitney Bowes Reserve Account	Postage	\$20,000.00	
Go Shred	Shredding Services	\$150.00	
Tusc Co Soil & Water	Flood Plain Services	\$15,000.00	
BA Widder Architectural	Architect Services/Maint Facilities	\$8,081.23	
BA Widder Architectural	Architect Services/Maint Facilities	\$11,282.84	
Copley OH Newspapers	Legal Ad	\$55.46	
Copley OH Newspapers	Legal Ad	\$250.00	
American Electric Power	Service	\$24.39	
American Electric Power	Service	\$2,170.28	
			\$57,806.79
Common Pleas			
Sabrina Carbonell	Interpreter	\$300.00	
Monica Benavides	Interpreter	\$562.20	
			\$862.20
Community & Economic Development			
Kelley's Heating & Cooling	CHIP Home Repair	\$1,358.00	
Kelley's Heating & Cooling	CHIP Home Repair	\$3,284.00	
Ohio Regional Development Corp	Pre/Post Furnace Inspection	\$400.00	

Ohio Regional Development Corp	CHIP Soft Costs/Change Order	\$297.00	
Ohio Regional Development Corp	CHIP Soft Costs	\$1,744.00	
			\$7,083.00
Community Corrections			
Tusc Co Sheriff's Office	Gasoline	\$248.44	
Comdoc	Copier Maintenance/Usage	\$200.19	
Comdoc	Copier Maintenance/Usage	\$278.71	
Ohio AMS	Electronic Monitor & Drug Test Services	\$20,199.50	
Ohio AMS	Electronic Monitor & Drug Testing	\$4,808.00	
			\$25,734.84
Coroner			
Todd Stanley	Mileage	\$122.10	
Dr Jeffrey Cameron	Mileage	\$3.30	
Axis Forensic Toxicology	Tox Screen	\$370.00	
Summit IT Solutions	IT Support	\$450.00	
Catherine Clarke	Mileage	\$68.20	
Verizon Wireless	Cell Service	\$103.36	
			\$1,116.96
Engineer			
Uebel's Welding	Welding	\$5,760.00	
Young Truck Sales	Repairs/Parts	\$336.12	
Jim's Towing	Towing Service	\$450.00	
United Sales	Repairs/Parts	\$214.14	
Kyle Weygandt	Safety Training	\$500.00	
MNJ Technologies	Supplies	\$12.00	
Independence Business Supply	Supplies	\$58.98	
First Communications	Long Distance	\$23.16	
Custom Products Corp	Sign & Supplies per quote	\$516.00	
S & ME Inc	CR 37 Assistance	\$393.75	
S & ME Inc	Soil Borings/CR 37 Relocation	\$2,530.00	
Steve Brooks	Travel & Misc Expenses	\$16.50	
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	\$71.00	
Tusc Co Water & Sewer	Service/PW	\$42.51	
Dover Brake	Repairs/Parts	\$60.00	
Flynn's Tire	Tires & Repairs	\$34.00	
Gemstone Gas & Welding	Bridge & Culvert Supplies	\$51.45	
Galicks	Bridge & Culvert Supplies	\$90.84	
Holmes Oil Distributing	Material/Supplies	\$173.25	
Summers Rubber	Repairs/Parts	\$105.42	
Snyder Brothers Sales & Service	Repairs/Parts	\$79.24	
Triple R Trailer Sales	Repairs/Parts	\$417.30	
Terminal Supply	Repairs/Parts	\$80.14	
Hoagland's Equipment Repair	Repairs/Parts	\$700.00	
Cargill Inc	Salt per bid	\$24,478.94	
Ohio Machinery	Repairs/Parts	\$812.00	
			\$38,006.74
Human Resources			
Harris Local Government	Service/Support	\$140.29	
			\$140.29
Job & Family Services			
Brenda Hughes et al	NET Mileage Reimb	\$7,585.60	
Business Card	FACES/Pest Control	\$1,862.15	
Business Card	Conference Call/Storage/Adobe	\$558.70	
Verizon Wireless	Cell Phone Bill	\$1,151.01	
Kaylee Shalosky	Travel	\$13.31	
Robb Rectanus	Travel	\$47.80	

Heather Morris	Unit Lunch	\$100.50	
Malissa Cantarero	Travel	\$519.25	
Autumn Chase Townhomes	PRC/Rent	\$550.00	
Adam Wilson	Reimb/Postage	\$27.10	
Wex Bank	Gas	\$1,510.61	
			\$13,926.03
Juvenile/Probate			
Xerox	Leased Copier	\$29.91	
Xerox	Leased Copier & Meter Charges	\$46.08	
Xerox	Leased Copier & Meter Charges	\$77.84	
Xerox	Leased Copier	\$100.18	
Xerox	Leased Copier	\$100.18	
MNJ Technologies	External DVDRW	\$96.00	
Theresa Wolf	Guardianship Case Fee to Serve	\$40.00	
Theresa Wolf	Guardianship Case Mileage	\$12.99	
Xerox	Leased Copier	\$100.18	
Independence Business Supply	Supplies	\$54.95	
Paul Hervey	Guardianship Case Fees	\$540.00	
Greenleaf Family Center	Interpreter	\$129.70	
Greenleaf Family Center	Interpreter	\$170.30	
			\$1,498.31
Park Department			
Van Meter's Auto	Repairs	\$472.66	
Van Meter's Auto	Repairs	\$1,182.08	
			\$1,654.74
Public Defender			
American Electric Power	Service	\$718.33	
Tusc Co CSEA	Utilities	\$163.87	
TIAA Commercial Finance	Contract Copier	\$241.94	
			\$1,124.14
Sheriff			
Mastercard	Travel/Training	\$451.18	
Capital Tire	Cruiser Repairs	\$706.44	
			\$1,157.62
Treasurer			
Alban Title	Final Judicial Report	\$50.00	
Dan Loibl	Supplies	\$75.96	
Harris Computer Systems	Software Support	\$580.28	
			\$706.24
Veterans			
Xerox Financial Services	Lease	\$148.99	
Xerox Financial Services	Lease	\$188.75	
Treasurer Tusc Co	Fuel	\$55.62	
Parkway Auto Group	Service	\$61.75	
Riceland Cabinet Corp	Conference Room Cabinets	\$4,106.00	
Embassy Suites	Lodging	\$665.00	
			\$5,226.11
Water & Sewer			
Frontier	Service	\$43.65	
ADR & Associates	Design Services	\$4,534.00	
Logan Lanzer	Travel	\$22.55	
Frontier	Service	\$288.37	
SAL Chemical	Materials	\$1,378.18	
Copley Ohio Newspapers	Legal Ad	\$294.24	
JA's Auto Service	Maint/Repairs	\$255.48	
Ohio Light Truck Parts	Equipment	\$2,189.70	
Stony Point Supply	Equipment	\$131.60	

SAL Chemical	Materials	\$1,165.85	
Fayette Flag & Banner	US Flags	\$125.65	
			\$10,429.27
	GRAND TOTAL		\$173,632.30

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

NO OTHER BUSINESS TO BRING BEFORE THE BOARD.

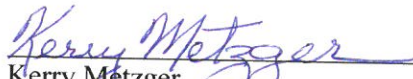
RESOLUTION (244-2022) ADJOURN

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to adjourn at 9:10 a.m. to meet in Regular session Wednesday, the 23rd day of March, 2022

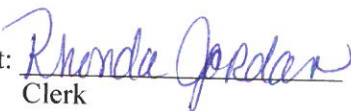
VOTE: Chris Abbuhl, absent;
 Kerry Metzger, yes;
 Al Landis, yes;

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; absent


 Kerry Metzger


 Al Landis

Attest: 
 Clerk