

July 12, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

9:15 a.m. Mike Jones, Sanitary Engineer – Closing State Bonds
9:30 a.m. John Farragonio – ABM Infrastructure Solutions Follow-Up
9:45 a.m. Father Hatfield – St. Joseph Catholic Church – 175 Year Anniversary Recognition
10:00 a.m. Steve Caraway, Service Corp. Manager, CCAO – Kendall Polen Scholarship

Suspend Minutes 7-10-23

Approve Before/After Expenditures

Approve Supplemental Appropriation (1)

Approve Transfer of Funds (4)

Approve Inter-Fund Transfer/Advance

Approve Out of County Travel – EMA
Approve Out of County Travel – Clerk of Courts

Approve Bonds – Wilkshire Hills WWTP

Approve Treasurer's Investments – June 2023

Approve Dog & Kennel Report – June 2023

Declare Obsolete – Furniture – Probate/Juvenile Court

Approve Change Request – Ohio & Erie Canal Towpath – Park Dept.

Authorize Contract – HVAC Schematic Design – TCHD

Approve Contract & Public Improvement Agreement – Reprofiling/Resurfacing – Project #4-2023

Approve Contract – TUS VAR PM Phase #5 – Project #3-2023

Approve Contract & Public Improvement Agreement – Reprofiling/Resurfacing – Project #3-2023

Approve Contract & Public Improvement Agreement – Reprofiling/Resurfacing – Project #4-2023

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION
WEDNESDAY, THE 12th DAY OF JULY, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (577-2023) AMEND AGENDA – NEW HIRE - JFS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to amend Agenda to approve a new hire for JFS.

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

RESOLUTION (578-2023) SUSPEND THE READING OF THE MINUTES

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to suspend the reading of the minutes of the July 10, 2023 meeting.

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

RESOLUTION (579-2023) PERSONNEL ACTION – JFS (Orvisky)

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the personnel action hiring of Jason Hamric as a Social Service Worker 3 at Tuscarawas County Job & Family Services as recommended by David Haverfield, Director, effective July 17, 2023. Mr. Haverfield has concluded an independent assessment to determine that this applicant meets the minimum qualifications for this position.

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

RESOLUTION (580-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Oakshadows Kennel Plus	Sheriff's Office	\$364.00

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

RESOLUTION (581-2023) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff's Office	E-2050-X032-X20	E2052-X532-X03	\$450.00	Needed for dog food

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

RESOLUTION (582-2023) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Probate/Juvenile Court	E-2095-S079-S11	E-2095-S079-S02	\$500.00	Purchase equipment for the CASA Program
Sheriff's Office	E-1986-U049-U23	E-1986-U049-U21	\$2,000.00	Used New Philadelphia PD for interdiction instead of salaried personnel
Park Department	E-1630-S095-S15	E-1630-S095-S21	\$5,000.00	Cover scope change order for Ohio & Erie Canal Towpath Trail Extension (Kimble Trail) engineering and design: subsurface utility locating services
Map Office	E-0380-A012-A04	E-0380-A012-A03	\$30.00	Office Supplies

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

RESOLUTION (583-2023) INTER-FUND TRANSFER/ADVANCE

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

From: County General to Public Assistance (July Mandated Share)	\$11,474.82
County General to Public Assistance (July Mandated Share)	\$6,954.93
County General to Child Service Fund	\$28,882.66

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

RESOLUTION (584-2023) OUT OF COUNTY TRAVEL – EMA

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following travel request as submitted by Noah Porter, EMA Director:

DATE: July 21, 2023
LOCATION: Canton, OH
ATTENDEES: Noah Porter and Jennifer James
USING COUNTY VEHICLE: Yes (64 miles round trip)
EXPENSE: \$0.00

REASON: The Quarterly NE Sector meeting for the Emergency Management Association of Ohio is being held in Stark County. Noah is the Secretary for this group.

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

RESOLUTION (585-2023) OUT OF COUNTY TRAVEL – CLERK OF COURTS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following travel request as submitted by Jeanne M. Stephen, Clerk of Courts:

DATE: July 19, 2023
LOCATION: Columbus, OH
ATTENDEES: Jeanne Stephen
USING COUNTY VEHICLE: No (\$117.60 mileage)
EXPENSE: Approximately \$0.00
REASON: OCCA Meeting

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

ENTERED IN COMMISSIONERS' JOURNAL
NO. 87, PAGE NO. 86

The Board of County Commissioners of the County of Tuscarawas, Ohio, met in regular session at 9:00 o'clock a.m., on July 10, 2023, at the office of said board of county commissioners, located in the Tuscarawas County Courthouse Annex, 125 East High Avenue, New Philadelphia, Ohio 44663, with the following members present:

Chris Abbuhl Kristin Zemis Greg Ress

Absent: N/A

Commissioner Zemis moved the adoption of the following resolution:

COUNTY OF TUSCARAWAS, OHIO

RESOLUTION NO. 586-2023

RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,232,000 WATER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2023 OF THE COUNTY OF TUSCARAWAS, OHIO FOR THE PURPOSE OF RETIRING AN INTERIM LOAN PREVIOUSLY INCURRED TO PAY PART OF THE COSTS OF FINANCING IMPROVEMENTS TO THE COUNTY'S WATER SUPPLY, TREATMENT, STORAGE AND DISTRIBUTION SYSTEM LOCATED IN THE WATER DISTRICT IN THE TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT KNOWN AS THE WILKSHIRE HILLS WATER SYSTEM UPGRADE PROJECT (PROJECT ID #WH-19-05); PRESCRIBING THE FORM OF SUCH BONDS; PROVIDING FOR THE COLLECTION OF SUFFICIENT REVENUES TO PAY THE COSTS OF OPERATING AND MAINTAINING SUCH SYSTEM, ADEQUATE RESERVE FUNDS AND THE PAYMENT OF SUCH BONDS, PROVIDING FOR THE SECURITY AND THE PAYMENT OF SUCH BONDS AND ANY ADDITIONAL BONDS ISSUED ON A PARITY THEREWITH; AND PROVIDING FOR THE SEGREGATION AND DISTRIBUTION OF REVENUES OF SUCH SYSTEM AND THE RIGHTS OF THE OWNERS OF SUCH BONDS.

WHEREAS, the County of Tuscarawas, Ohio (the "Issuer") has heretofore established a water district within the sewer district known as the Tuscarawas County Metropolitan Sewer District (such water district is referred to as the "District"), and has heretofore acquired and constructed a water supply, treatment, storage and distribution system located in the water district in the District (which system, along with any enlargements and extensions thereof is referred to herein as the "System"); and

WHEREAS, the Revenues are designed and intended to provide a surplus, after the payment of costs of operating and maintaining the System, for the payment of principal of and interest on obligations incurred and to be incurred in connection with the System (including the Water System Improvement Revenue Bonds authorized hereby) and the provision of adequate reserves; and

WHEREAS, the Board of County Commissioners of the Issuer (the "Board") has heretofore determined the necessity and desirability of certain improvements to the System in the water district within the District known as the Wilkshire Hills Water System Upgrade Project (Project ID #WH-19-05) (collectively, the "Project") for the purpose of preserving and promoting the public health and welfare, in accordance with plans and designs which have been accepted and approved by the Board and are now on file in the office of the Board and open for public inspection; and

WHEREAS, the Issuer has applied for a loan and a grant from the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture (the "Government") to finance a portion of the cost of the Project, which loan is to be in the form of Water System Improvement Revenue Bonds of the Issuer in an amount not to exceed \$2,232,000 (the "Government Loan") and secured by a first pledge of and lien on the Revenues as described herein, and which grant is to be in an aggregate amount not to exceed \$1,443,000 (the "Government Grant"); and

WHEREAS, in anticipation of the receipt of the Government Loan, the Issuer has obtained a loan from the Ohio Water Development Authority, the proceeds of which were used to finance part of the costs of the Project on an interim basis (the "Interim Loan"), and the Issuer desires to issue such revenue bonds to retire the Interim Loan; and

WHEREAS, the Issuer desires to permanently finance the Project with proceeds of the Water System Improvement Revenue Bonds in a principal amount of not to exceed \$2,232,000, and the Government has offered to purchase the Water System Improvement Revenue Bonds upon the terms set forth herein; and

WHEREAS, the Issuer has or will establish water rates, charges and rents to be charged to and collected from all persons whose premises are served by a connection to the System (such rates and charges, as amended from time to time, and any other moneys, including the Government Grant and other grant funds, received by or for the account of the System are collectively referred to herein as the "Revenues") which are or will be designed and intended to provide a surplus, after the payment of costs of operating and maintaining the System, for the payment of the principal and interest on obligations incurred and to be incurred in connection with the System (including the Water System Improvement Revenue Bonds representing the Government Loan) and the provision of adequate reserves; and

WHEREAS, the Issuer has no outstanding bonds, notes or other obligations having a claim or lien on the Revenues prior to the pledge to be made of and lien to be granted on the Revenues by this Resolution; and

WHEREAS, the County Auditor, as fiscal officer of the County, has heretofore certified to this Board that the estimated life of the improvements comprising the Project is at least five (5) years, and that the maximum maturity of the bonds issued therefor is forty (40) years; and

WHEREAS, this Board finds all conditions precedent to the issuance and sale of the herein-authorized Water System Improvement Revenue Bonds have been met or can be met prior to the closing of such bond issue;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners (the "Board") of the County of Tuscarawas, Ohio, that:

SECTION 1. It is necessary to issue and sell \$2,232,000 of Water System Improvement Revenue Bonds of the Issuer (the "Series 2023 Bonds") pursuant to Chapters 133 and 6103 of the Ohio Revised Code (together, the "Act"), and particularly Section 133.08 thereof, for the purpose of retiring the Interim Loan previously incurred in anticipation of the Government Loan and paying part of the cost of the Project. The Series 2023 Bonds shall (a) be designated "Water System Improvement Revenue Bonds, Series 2023", (b) be dated the date of their initial issuance, (c) mature in installments not more than forty (40) years after such date of issuance, (d) be issued in the initial aggregate principal amount of \$2,232,000, and (e) be substantially in the form of Exhibit A attached hereto and incorporated herein by reference. The Series 2023 Bonds shall be issued as a single series in such principal amount, and numbered from R-1 upward in order of issuance. With the Government purchasing all of the Series 2023 Bonds, registered as to both principal and interest in the name of "United States of America, acting through the Rural Utilities Service, United States Department of Agriculture" or as otherwise directed by the Government.

The outstanding principal amount of the Series 2023 Bonds from time to time shall bear interest at the rate of two and seven hundred fifty thousandths percent (2.750%) per annum, calculated on the basis of the actual number of days and a 365-day year. The interest on the Series 2023 Bonds shall be payable annually on dates to be set forth in the Series 2023 Bonds (each, a "Bond Payment Date"), until the final payment of the principal amount of each Series 2023 Bond. The principal of the Series 2023 Bonds shall be due and payable in installments as set forth in Section 3 of this Resolution. If the total par value of the Series 2023 Bonds is not paid by the Government to the Issuer at the time of initial delivery of the Series 2023 Bonds, such par value shall be advanced to the Issuer in one or more installments upon request of the Issuer, and interest shall accrue on the amount of each advance from the actual date of such advance.

The Series 2023 Bonds shall be signed by at least two member of the Board and by the County Auditor, provided that all but one of such signatures may be facsimiles. The Series 2023 Bonds shall be in the denomination of \$100 and any integral multiple thereof, provided that if the Government is the owner of the Series 2023 Bonds, the Series 2023 Bonds shall be in a principal amount equal to the aggregate principal amount of the Series 2023 Bonds. It is hereby determined that the issuance of the Series 2023 Bonds upon the terms described herein, including the redemption provisions specified below, will be in the best interest of the Issuer, its citizens and users of the System. This Board hereby declares and determines the estimated life or period of usefulness of the improvements to the System acquired and constructed, and to be acquired and constructed, as part of the Project is at least forty (40) years from the date of issuance of the Series 2023 Bonds. All actions of the Board and the Issuer, its officers and employees in connection

with the application for, acceptance of and expenditure of the proceeds of, the Government Loan, the Government Grant, and the Interim Loan are hereby approved, ratified and confirmed.

It is hereby determined that (i) the principal amount of the Series 2023 Bonds does not exceed the aggregate of the amount required to pay costs of the Project and other costs, including financing costs, permitted by the Act to be paid from the proceeds of the Series 2023 Bonds, and (ii) the issuance of the Series 2023 Bonds upon the terms described herein will be in the best interests of the Issuer and in compliance with the Act.

SECTION 2. The Series 2023 Bonds shall be issued in fully registered form without interest coupons as negotiable instruments pursuant to the Act. There shall be no charge for registration or transfer of the Series 2023 Bonds. Ownership of the Series 2023 Bonds shall be registered on the books of the Issuer kept for that purpose by the County Auditor, who is hereby designated to serve as paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Series 2023 Bonds, upon presentation thereof. Registration of the ownership of the Series 2023 Bonds shall also be evidenced by a notation to that effect on the Series 2023 Bonds. In the event the Series 2023 Bonds are held by a party other than the Government, the Issuer may contract in accordance with Section 9.96, Ohio Revised Code, for services of a bank or trust company to serve as the Paying Agent and Registrar. Installments of principal of and interest on the Series 2023 Bonds and any Additional Bonds, as hereinafter defined (the "Bond Service Charges"), shall be payable in lawful money of the United States of America to the registered owner thereof (the "Holder") as shown on the registration records of the Issuer. The Issuer and the Paying Agent and Registrar may deem and treat the registered owner of the Series 2023 Bonds as the absolute owner thereof for all purposes, and neither the Issuer nor the Paying Agent and Registrar shall be affected by any notice to the contrary. Payments of installments of Bond Service Charges shall be made by check, draft or wire sent to the Holder at the address shown on the registration records of the Issuer, except that the final installment of Bond Service Charges shall be made upon presentation and surrender thereof to the Paying Agent and Registrar.

The Issuer shall upon request of the Holder of any Series 2023 Bond other than the Government, at any time at the expense of such Holder, and within ninety (90) days after such request, exchange Series 2023 Bonds for Series 2023 Bonds of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates, as the Series 2023 Bonds being exchanged. The Issuer shall upon the request of the Government, at any time at the expense of the Issuer, and within ninety (90) days after such request, exchange the Series 2023 Bond for Series 2023 Bonds of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, bearing interest at the same rate, and maturing on the same date or dates as, the Series 2023 Bond being exchanged. Series 2023 Bonds shall be so exchanged only for and upon surrender to the Paying Agent and Registrar of the corresponding Series 2023 Bond or Bonds being exchanged which shall then immediately be cancelled by the Paying Agent and Registrar.

The Series 2023 Bonds shall be transferable, without charge to the Holder, only on the registration books of the Issuer upon presentation to the Paying Agent and Registrar with a written transfer duly acknowledged by the registered Holder or such Holder's attorney and such transfer to be noted on the registration records of the Issuer and on the Series 2023 Bond, provided that no such transfer shall be permitted until the entire principal amount of the Series 2023 Bonds has been advanced to the Issuer by the Government. No transfer of ownership of the Series 2023 Bonds shall be valid unless made at the request of the registered owner thereof on the registration records of the Issuer. The Issuer may deem and treat the registered Holder of the Series 2023 Bonds as the absolute owner thereof for all purposes, and the Issuer shall not be affected by any notice to the contrary.

SECTION 3. The principal of the Series 2023 Bonds shall be due and payable in annual installments in the years and in the respective principal amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$0	2044	54,600
2025	32,600	2045	\$56,200
2026	33,600	2046	57,700
2027	34,400	2047	59,200
2028	35,400	2048	61,000
2029	36,400	2049	62,500
2030	37,400	2050	64,400
2031	38,400	2051	66,000
2032	39,500	2052	67,900
2033	40,500	2053	69,800
2034	41,700	2054	71,700
2035	42,800	2055	73,600
2036	44,000	2056	75,700
2037	45,200	2057	77,700
2038	46,400	2058	79,900
2039	47,700	2059	82,100
2040	49,000	2060	84,400
2041	50,400	2061	86,600
2042	51,800	2062	89,100
2043	53,200	2063	91,500

SECTION 4. The Series 2023 Bonds shall be subject to redemption at the option of the Issuer in whole, or in part in integral multiples of \$100 and inverse order of maturity, at any time at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date of redemption. Notice of the exercise of such right of redemption shall be given by written notice to the Holder of the Series 2023 Bonds mailed not less than thirty (30) days prior to the redemption date. All Series 2023 Bonds as to which the Issuer exercises its right of redemption and as to which notice aforesaid shall have been given and for the retirement of which funds are duly provided shall cease to bear interest on the redemption date.

SECTION 5. The Series 2023 Bonds and any additional Water System Improvement Revenue Bonds issued on a parity therewith as provided herein (“Additional Bonds” and together with the Series 2023 Bonds, the “Bonds”) shall be payable solely from (i) the Revenues deposited in the Water District Revenue Fund (the “Revenue Fund”) heretofore created in the custody of the Issuer, and (ii) the moneys and investments in the Bond Payment Fund, the Debt Service Reserve Fund, and the Surplus Fund, all as hereinafter defined, in the manner hereinafter described, all of which are hereby pledged to the payment of the Bonds to the extent permitted by law upon the terms set forth below. The Bonds shall not constitute an indebtedness of the Issuer, the State of Ohio, or any political subdivision thereof within the meaning of the laws and the Constitution of the State of Ohio, and the registered owner of the Bonds shall not have the right to have taxes or excises levied by the Issuer, the State of Ohio, or any political subdivision thereof for the payment of Bond Service Charges on the Bonds; provided, however, that nothing herein shall be deemed to prohibit the Issuer from using, of its own volition, any of its other lawfully available resources for the fulfillment of any of the terms and conditions of this Resolution or the Series 2023 Bonds.

SECTION 6. The Issuer shall be the custodian of all funds and accounts belonging to or associated with the System and such funds and accounts in the custody of the Issuer shall be deposited in a bank which is a member of the Federal Deposit Insurance Corporation, or its successor, if so required by the Government. So long as the Government is the owner of the Bonds and requires a fidelity bond, the Issuer shall obtain, and keep in force, a fidelity bond to the extent and in the amount required by the Government. Such fidelity bond shall be with a surety company approved by the Government, and the Government and the Issuer shall be named as co-obligees in such fidelity bond and the amount of such fidelity bond shall not be reduced without the prior written consent of the Government.

SECTION 7. So long as any of the Bonds are outstanding, the Issuer shall deposit the Revenues into the Revenue Fund, and shall make the following payments in the following order from amounts in the Revenue Fund:

- (i) From time to time as and when required, all reasonable and proper expenses of operating and maintaining the System, such expenses to exclude those of any other utility of the Issuer, whether or not such other utility shall be operated as a single unit with the System, and further to exclude depreciation and capital replacements.
- (ii) Monthly, commencing with the month following the initial issuance of the Series 2023 Bonds, to the Water System Revenue Bond Payment Fund hereby created in the custody of the Issuer as a separate account within the Revenue Fund (the "Bond Payment Fund"), an amount at least equal to one-twelfth (1/12), or such larger amount as is necessary, of the amount due and payable with respect to the Bonds on the next Bond Payment Date. If for any reason there is a failure to make such monthly deposit, then an amount equal to the deficiency shall be set aside and deposited in the Bond Payment Fund from moneys on deposit in the Revenue Fund in the ensuing month or months, which amount shall be in addition to the regular monthly deposit required during such succeeding month or months.

All moneys and investments in the Bond Payment Fund shall be used only for the payment of the Bond Service Charges on the Bonds when due. Whenever there shall accumulate in the Bond Payment Fund amounts in excess of the requirements during the next twelve (12) months for paying the principal of Bonds falling due and interest on all outstanding Bonds and in excess of the requirements of the Debt Service Reserve Fund hereinafter established, such excess may be used by the Issuer for redemption of Bonds in the manner set out in Section 4 of this Resolution.

- (iii) Monthly, commencing with the month following the initial issuance of the Series 2023 Bonds, to the Water System Revenue Bond Debt Service Reserve Fund hereby created in the custody of the Issuer (the "Debt Service Reserve Fund"), an amount equal to

\$785.03 until there is so accumulated \$94,203.96 (as the same may be reduced with the consent of the Government as provided herein, the "Minimum Reserve") into the Debt Service Reserve Fund to secure the Series 2023 Bonds. With the approval of the Government, the Minimum Reserve shall be used and disbursed only for lawful purposes related to the System, including paying costs of operating and maintaining the System, the payment of costs related to litigation or the settlement thereof, paying the cost of capital improvements to the System including repairing or replacing any damage to the System which may be caused by an unforeseen catastrophe, and making payments of principal of and interest on the Series 2023 Bonds when due and payable if the amount in the Bond Payment Fund is not sufficient to meet such payments. Whenever disbursements are made from the Debt Service Reserve Fund, monthly payments shall be resumed until there is again accumulated an amount equal to the Minimum Reserve, at which time payments may be again discontinued.

- (iv) Monthly, commencing with the month following the initial issuance of the Series 2023 Bonds, any moneys remaining in the Revenue Fund after paying the amounts set forth above and reserving in the Revenue Fund an adequate amount as working capital for the System, shall be transferred to the Water System Revenue Bond Surplus Fund, hereby created in the custody of the Issuer as a separate account within the Revenue Fund (the "Surplus Fund"). Moneys in the Surplus Fund shall be used to pay the Bond Service Charges on the Bonds to the extent moneys in the Bond Payment Fund and the Debt Service Reserve Fund are insufficient, and otherwise may be used for making extensions or improvements to the System, redeeming outstanding Bonds, redeeming outstanding Bonds prior to maturity, paying other obligations issued to finance improvements to the System, and any other use of the revenues of the System authorized by law.
- (v) Monthly, commencing with the month following the initial issuance of the Series 2023 Bonds and continuing so long as required by the Government, to the Tuscarawas County Water System Revenue Bond Short-Lived Asset Reserve Fund hereby created in the custody of the Issuer (the "Short-Lived Asset Replacement Fund"), an amount equal to \$1,205.56 until there is so accumulated \$217,000.00. With the approval of the Government, moneys in the Short-Lived Asset

Replacement Fund shall be used and disbursed only for the purpose of repairing or replacing short-lived assets of the System

SECTION 8. The monies in the Revenue Fund, the Bond Payment Fund, the Debt Service Reserve Fund, the Short-Lived Asset Replacement Fund, and the Surplus Fund may be invested as provided in Chapter 135 of the Ohio Revised Code and may be commingled with other funds of the Issuer and each other for investment purposes only. Any such investment and the interest earned thereon shall be credited to and become a part of the respective funds and accounts.

SECTION 9. The Series 2023 Bonds shall be and are hereby sold to the Government at par and accrued interest to the date of delivery of the Series 2023 Bonds in accordance with its offer to purchase which is hereby accepted. All proceeds received from the sale of the Series 2023 Bonds, other than accrued interest, shall be deposited as follows: first, an amount sufficient to retire the Interim Loan shall be deposited in an appropriate fund or account of the Issuer and used to retire the Interim Loan within 90 days of such date of delivery, and second, all other such proceeds shall be deposited in an appropriate fund or account of the Issuer created pursuant to applicable law (the "Project Fund") and used, along with any other moneys of the Issuer appropriated for the purpose, to pay costs of the Project and for no other purpose; any such proceeds remaining in the Project Fund at the conclusion or termination of the Project shall be transferred to the Bond Payment Fund. The proceeds of the Series 2023 Bonds are hereby appropriated for the foregoing purposes. Any accrued interest shall be deposited upon receipt into the Bond Payment Fund.

The members of this Board, the County Auditor, the County Treasurer, the Clerk of this Board, and other appropriate officials of the County, are each hereby separately authorized, without further action of the Board, to take any and all actions and to execute such other instruments that may be necessary or appropriate in the opinion of Dinsmore & Shohl LLP, bond counsel for the Series 2023 Bonds, in order to effect the issuance of the Series 2023 Bonds and the intent of this Resolution. The Clerk of this Board, or other appropriate officer of the County, shall certify a true transcript of all proceedings had with respect to the issuance of the Series 2023 Bonds, along with such information from the records of the County as is necessary to determine the regularity and validity of the issuance of the Series 2023 Bonds.

SECTION 10. The Issuer covenants and agrees so long as any of the Bonds remain unpaid as follows:

- (a) The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the costs and value of the System and costs of maintaining, repairing and operating the same and the amounts necessary for the retirement of the Bonds, and there shall be charged such rates and rates and charges as shall be adequate to meet the requirements of this Resolution.
- (b) The Issuer will comply with applicable state laws and the regulations and continually operate and maintain the System in good condition.
- (c) The System shall be operated as a public utility including all extensions and improvements to the System. No customer of the System, individual, corporation or municipality, shall receive free services or any service without being charged the rates prescribed in the rules and regulations of the System. The reasonable cost and value of any service rendered to the Issuer in its individual capacity by the System, including reasonable rates and charges for public health benefits, shall be paid for monthly as such service accrues out of the current revenues of the Issuer, exclusive of the Revenues derived from the System.
- (d) The Issuer will maintain complete books and records relating to the operation of the System and its financial affairs and will cause such books and records to be audited at the end of each fiscal year and an audit report prepared, and the Issuer will furnish to the Government so long as it is holder of any of the Bonds without request a copy of each audit report and will furnish any other holder of the Bonds a copy of such report upon written request. At all reasonable times, the owners of any Bonds shall have the right to inspect the System and the records, accounts and data relating thereto.

(e) The Issuer will maintain insurance coverage on the System and otherwise comply with Government regulations as may be required by the Government so long as Government is the holder of any Bonds, and otherwise, the Issuer will maintain insurance coverage on the System as is customary for utilities similar to the System as determined from time to time by the Board.

(f) The Issuer hereby grants to the owners of the Bonds from time to time a first lien on the Revenues and the moneys and investments in the Revenue Fund, the Bond Payment Fund, the Debt Service Reserve Fund and the Surplus Fund upon the terms set forth herein. If at any time it should appear to the Issuer that the Revenues will be insufficient to pay the Bond Service Charges on the Bonds when due as well as any other obligations of the Issuer, the Issuer shall pay such Bond Service Charges on the Bonds prior to paying any other such obligations. The Issuer shall not transfer or use any portion of the Revenues for any purpose not herein specifically authorized.

(g) Except as otherwise specifically provided herein, so long as any Bonds are outstanding, the Issuer will not borrow any money from any source or enter into any contract or agreement or incur any other liabilities, in connection with making extensions or improvements other than normal maintenance to the System, without obtaining the prior written consent of the Government so long as it is the holder of any Series 2023 Bond, nor shall it transfer or use any portion of the Revenues for any purpose not herein specifically authorized.

Any additional notes, bonds or other obligations pledging any portion of the Revenues incurred or issued by the Issuer shall be junior and subordinate in all respects to the Bonds herein authorized unless the Government otherwise consents in writing so long as it is holder of any Bonds.

The Issuer may issue Additional Bonds on a parity with the lien securing any outstanding Bonds for the purpose of making reasonable repair, replacement or extensions of the System if the Government consents thereto in writing so long as it is holder of any Bonds. Otherwise Additional Bonds may be issued upon written consent of the holders of at least one-half of the then outstanding principal amount of the Bonds.

The funds and accounts herein established shall be applied to all Additional Bonds issued pursuant to this section as if such Additional Bonds were part of the original Bond issue, and all revenues from any such extension or replacement constructed by the proceeds of a parity obligation issue shall be paid to the Revenue Fund.

(h) The Issuer will not cause or permit any voluntary dissolution of its organization, merge or consolidate with any other political subdivision, dispose of or transfer its title to the System or any part thereof including lands and interest in lands, by sale, mortgage, lease or other encumbrance.

(i) Prior to the beginning of each fiscal year the Issuer will prepare an annual budget of the System for the ensuing fiscal year itemized on the basis of monthly requirements. A copy of such budget shall be mailed without request to the Government as long as the Government is holder of any of the Bonds and upon written request of any other Bondholder.

(j) So long as the Government is holder of any of the Bonds, if at any time it shall appear to the Government that the Issuer is able to refund, upon call for redemption or with consent of the Government, the then outstanding Bonds, held by it, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the Issuer will, upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government, and will take all such action as may be required in connection with such loan.

(k) The provisions of this Resolution shall constitute a contract between the Issuer and the owners of any of the Bonds, and after the issuance of the Bonds this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interests of the owners of the Bonds, nor shall this Board adopt any law, ordinance or resolution in

any way adversely affecting the rights of the owners of the Bonds so long as any of the Bonds or interest thereon remains unpaid.

(l) All of the obligations set forth and covenants made under this Resolution are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Issuer within the meaning of Section 2731.01 et seq. of the Ohio Revised Code.

SECTION 11. In addition to the remedies available to the Government under the Government's Loan Resolutions (RUS Bulletin 1780-27) related to the Project, the Series 2023 Bonds, any future project related to the System and any Additional Bonds, if there shall be default in the provisions of this Resolution or in the payment of Bond Service Charges on any of the Bonds, upon the filing of a suit by any owner of any of the Bonds, any court having jurisdiction of the action may appoint a receiver to administer said System on behalf of the Issuer with power to charge and collect rates sufficient to provide for the payment of the Bonds and for the payment of operating expenses and to apply income and revenues in accordance with this Resolution and the laws of Ohio.

Owners of twenty per cent (20%) of the outstanding Bonds in the event of default may require by mandatory injunction the raising of rates in a reasonable amount except as otherwise provided by law.

The remedies described in this Section are in addition to any other remedies that any owner of any of the Bonds may have under applicable law.

SECTION 12. This Board hereby covenants that it will restrict the use of the proceeds of the Series 2023 Bonds hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder to retain the federal income tax exemption for interest on the Series 2023 Bonds, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor, the County Treasurer, the Clerk of this Board or any other officer having responsibility with respect to the issuance of the Series 2023 Bonds is authorized and directed to give an appropriate certificate on behalf of the Issuer, on the date of delivery of the Series 2023 Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

The Series 2023 Bonds are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). This Board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during this calendar year does not and the Board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the Issuer and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor, County Treasurer, and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the Issuer with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the Issuer during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 13. So long as the Government or any agency thereof is holder of any of the Series 2023 Bonds, the Issuer and this Resolution shall be subject to the Loan Resolution (RUS Bulletin 1780-27) relating to the Project and the Series 2023 Bonds adopted by this Board which constitutes an agreement between the Issuer and the Government, a copy of which is available for inspection at the office of the Clerk of this Board and which is hereby incorporated by reference. Without limiting the generality of the foregoing, the Issuer covenants that it (i) will, among other things, acquire and maintain such insurance and fidelity bond coverage as may be required by the Government, and (ii) will not, among other things, defease the Series 2023 Bonds and the lien on the Revenues granted hereby as security of the Series 2023 Bonds without the prior written consent of the Government.


SECTION 14. The law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the Issuer to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Series 2023 Bonds and, if appropriate, rendering its approving legal opinion or opinions in connection therewith in accordance with a written agreement with the

Issuer which at least two members of the Board and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the Issuer, as may be approved by such officers. The approval of such agreement by such officers, and that the same are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the Issuer for the above services in accordance with such written agreement.

SECTION 15. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

CERTIFICATE OF CLERK

I hereby certify that the foregoing is a true and correct copy of a resolution adopted on July 10, 2023 and that a copy thereof was certified to the County Auditor on July 10, 2023.


Clerk
Board of County Commissioners
County of Tuscarawas, Ohio

RECEIPT

The undersigned hereby acknowledges receipt this day of a certified copy of the foregoing resolution.


County Auditor
County of Tuscarawas, Ohio

Dated: July 10, 2023

30937610

EXHIBIT A

R-__

UNITED STATES OF AMERICA
STATE OF OHIO

COUNTY OF TUSCARAWAS, OHIO

WATER SYSTEM IMPROVEMENT REVENUE BOND, SERIES 2023

KNOW ALL MEN BY THESE PRESENTS, that the County of Tuscarawas, Ohio (the "Issuer"), for value received, hereby promises to pay to the registered owner hereof (such registered owner from time to time is referred to herein as the "Holder"), but solely from the sources as herein provided, the principal sum of TWO MILLION TWO HUNDRED

THIRTY-TWO THOUSAND DOLLARS (\$2,232,000), or such lesser amount as shall be disbursed hereunder, in accordance with the terms hereof, and to pay to such registered owner interest on said sum from the date hereof at the rate of two and seven hundred fifty thousandths percent (2.750%) per annum on the basis of the actual number of days and a 365-day year on the first day of in each year, commencing 1, 2024. This Series 2023 Bond bears interest from the most recent date to which interest has been paid or, if no interest has been paid, from the date hereof.

The principal of this Series 2023 Bond is payable in installments on _____ 1 of the years and in the respective principal amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$32,600	2045	\$56,200
2026	33,600	2046	57,700
2027	34,400	2047	59,200
2028	35,400	2048	61,000
2029	36,400	2049	62,500
2030	37,400	2050	64,400
2031	38,400	2051	66,000
2032	39,500	2052	67,900
2033	40,500	2053	69,800
2034	41,700	2054	71,700
2035	42,800	2055	73,600
2036	44,000	2056	75,700
2037	45,200	2057	77,700
2038	46,400	2058	79,900
2039	47,700	2059	82,100
2040	49,000	2060	84,400
2041	50,400	2061	86,600
2042	51,800	2062	89,100
2043	53,200	2063	91,500
2044	54,600		

Installments of principal of and interest on this Series 2023 Bond are payable in lawful money of the United States of America to the registered owner hereof as shown on the registration records of the Issuer. Registration of the ownership of this Series 2023 Bond shall also be evidenced by a notation to that effect hereon. No transfer of ownership of this Series 2023 Bond shall be valid unless made at the request of the registered owner thereof on the registration records of the Issuer and on this Series 2023 Bond. The Issuer may deem and treat the registered owner of this Series 2023 Bond as the absolute owner hereof for all purposes, and the Issuer shall not be affected by any notice to the contrary. The County Auditor of the Issuer serves as paying agent, registrar and transfer agent for this Series 2023 Bond (the "Paying Agent and Registrar"), and payments of installments of principal of and interest on this Series 2023 Bond shall be made by check, draft, or wire sent to the registered owner hereof at the address shown on the registration records of the Issuer, except that the final installment of principal of and interest on this Series 2023 Bond shall be made upon presentation and surrender hereof to the Issuer.

This Series 2023 Bond bears interest from the last date to which interest has been paid, or if no interest has been paid, from the date of its initial issuance. If the total par value of this Series 2023 Bond is not paid by the original Holder hereof to the Issuer at the time of initial delivery of this Series 2023 Bond, such par value shall be advanced to the Issuer in one or more installments upon request of the Issuer, and interest shall accrue on the amount of each advance from the actual date of such advance. Interest on the outstanding principal amount of this Series 2023 Bond from time to time is payable on each date principal is payable.

This Series 2023 Bond may be called at any time for redemption by the Issuer at its option in whole, or in part in integral multiples of \$100 and in inverse order of maturity, at any time at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date of redemption. Notice of the exercise of such right of redemption shall be given by written notice to

the Holder of the Series 2023 Bonds mailed not less than thirty (30) days prior to the redemption date. All installments as to which the Issuer exercises its right of redemption and as to which notice aforesaid shall have been given and for the retirement of which funds are duly provided will cease to bear interest on the date fixed for redemption and shall be noted on Schedule "A", attached hereto.

This Series 2023 Bond is one of a duly authorized series of Bonds dated _____, 2023, aggregating \$2,232,000 in principal amount (sometimes referred to herein as the "Series 2023 Bonds") and has been issued by the Issuer for the purpose of retiring an interim loan from the Ohio Water Development Authority and paying part of the costs of financing improvements to the County's water supply, storage and distribution system in the water district within the Tuscarawas County Metropolitan Sewer District (together with all extensions, improvements, replacements and alterations at any time made in respect thereto, the "System") known as the Wilkshire Hills Water System Upgrade Project (Project ID #WH-19-05) (collectively, the "2023 Project"), in full compliance with the Constitution and statutes of the State of Ohio, particularly Chapters 133 and 6103 of the Ohio Revised Code (together, the "Act"), and a resolution duly adopted by the Board of County Commissioners of the Issuer (the "Board") on _____, 2023 (as the same may be amended and supplemented, the "Bond Resolution"), copies of which are on file in the office of the Clerk of the Board of the Issuer, the terms and conditions of which, the Holder hereof, by its acceptance hereof, assents.

The Series 2023 Bonds are issued as a single series of bonds in the principal amount of \$2,232,000, numbered from R-1 upward in order of issuance and in denominations of \$100 and integral multiples thereof, provided that if the United States of America is the owner of the Series 2023 Bonds, the Series 2023 Bonds shall be in a principal amount equal to the aggregate principal amount of the Series 2023 Bonds.

This Series 2023 Bond and the issue of which it is one, together with any additional bonds ranking on a parity therewith ("Additional Bonds" and together with the Series 2023 Bonds, the "Bonds"), are payable solely from the Revenues, as defined in the Bond Resolution and being generally, the revenues derived by the Issuer from water rates, charges and rents to be charged to and collected from all persons whose premises are served by a connection to the System and any other moneys received by or for the account of the System and deposited in the Bond Payment Fund, as defined in the Bond Resolution, after provision only for the payment of all reasonable and proper expenses of operating and maintaining the System. Amounts derived from the Revenues sufficient to pay the Bonds are to be deposited in the Bond Payment Fund, as created by and defined in the Bond Resolution. The Series 2023 Bonds are also secured by any moneys in the Debt Service Reserve Fund and the Surplus Fund as defined and to the extent described in the Bond Resolution.

The Bonds are payable only from the Revenues as described above, and the moneys and investments in the Bond Payment Fund and other funds of the System created pursuant to the Bond Resolution, and do not in any manner constitute an indebtedness of the Issuer, the State of Ohio or any other political subdivision thereof within the provisions and limitations of the laws and the Constitution of Ohio, and the registered owner of the Bonds do not have the right to have taxes or excises levied by the Issuer, the State of Ohio, or any political subdivision thereof for the payment of Bond Service Charges on the Bonds.

The Issuer, acting by and through the Board, has covenanted that it will fix and revise such water rates and charges for the services and facilities of the System and collect and account for income and revenues therefrom sufficient to promptly pay all expenses incident to the operation of the System, and to provide a fund for payment of the Bond Service Charges on the Bonds and the issue of which it is one as the same become due and payable.

This Series 2023 Bond is transferable only upon presentation to the Paying Agent and Registrar with a written transfer duly acknowledged by the registered holder or his attorney, provided that no such transfer shall be permitted until the entire principal amount hereof has been advanced to the Issuer by the holder hereof. Upon any such transfer, a new Series 2023 Bond of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. Any such transfer shall be noted upon the books of the Issuer kept by the Issuer for that purpose. The Issuer and the Paying Agent and Registrar may deem and treat the registered holder hereof as the absolute owner hereof for all purposes, and neither the Issuer nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

Upon default in the payment of installments of Bond Service Charges on this Series 2023 Bond or upon failure of the Issuer to comply with any other provisions of this Series 2023 Bond or the provisions of the Bond Resolution, the registered owner hereof may at its option, institute all rights and remedies provided by law and in the Bond Resolution.

If the total principal of this Series 2023 Bond is not disbursed at the initial delivery of this Series 2023 Bond, such principal amount shall be disbursed by the owner of this Series 2023 Bond in installments upon the request of the Issuer, and interest on each disbursement shall be calculated from the date of disbursement. This Series 2023 Bond may not be transferred until the entire principal amount hereof has been disbursed to the Issuer.

This Series 2023 Bond shall not constitute the personal obligation, either jointly or severally, of any of the Issuer's officers or employees, including without limitation, the members of the Board of County Commissioners, the County Auditor, or the County Treasurer of the Issuer.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to any issuance of this Series 2023 Bond, now exist, have happened and have been performed in due time, form and manner as required by law; that the Issuer has received payment in full for this Series 2023 Bond; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing this Series 2023 Bond.

IN WITNESS WHEREOF, the County of Tuscarawas, Ohio acting by its Board of County Commissioners, has caused this Series 2023 Bond to be executed by at least two members of its Board of County Commissioners and the County Auditor as of July 10, 2023.

COUNTY OF TUSCARAWAS, OHIO

County Auditor

County Commissioner

County Commissioner

County Commissioner

REGISTRATION CERTIFICATE

This Series 2023 Bond is registered as to principal and interest and no transfer thereof shall be valid unless entered in the bond register of the Issuer to be maintained by the County Auditor of the Issuer or its successor as Paying Agent and Registrar. Such registry shall be noted on this Series 2023 Bond by the County Auditor of the Issuer or its successor as Paying Agent and Registrar.

NOTICE: Nothing can be written on this Series 2023 Bond except by the officer of the Paying Agent and Registrar having charge of the bond register.

Date of Registry	Name of Registered Holder	Signature of Paying Agent and Registrar
_____, 2023	United States of America, acting through the Rural Utilities Service, United States Department of Agriculture	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Series 2023 Bond and does hereby irrevocably constitute and appoint attorney to transfer such Series 2023 Bond on the books kept for registration of the within Series 2023 Bond with full power of substitution in the premises.

Dated: _____, _____

In the presence of: _____

SCHEDULE "A"

Principal Installments on Which Payments
Have Been Made Prior to Maturity

<u>Date</u>	<u>Principal Due</u>	<u>Principal Amount Paid</u>	<u>Total Amount Paid</u>	<u>Balance</u>	<u>Date Paid</u>	<u>Signature of Authorized Official and Title</u>
1, 2025	\$32,600					
1, 2026	\$33,600					
1, 2027	\$34,400					
1, 2028	\$35,400					
1, 2029	\$36,400					
1, 2030	\$37,400					
1, 2031	\$38,400					
1, 2032	\$39,500					
1, 2033	\$40,500					
1, 2034	\$41,700					
1, 2035	\$42,800					
1, 2036	\$44,000					
1, 2037	\$45,200					
1, 2038	\$46,400					
1, 2039	\$47,700					
1, 2040	\$49,000					
1, 2041	\$50,400					
1, 2042	\$51,800					
1, 2043	\$53,200					
1, 2044	\$54,600					
1, 2045	\$56,200					
1, 2046	\$57,700					
1, 2047	\$59,200					
1, 2048	\$61,000					
1, 2049	\$62,500					
1, 2050	\$64,400					
1, 2051	\$66,000					
1, 2052	\$67,900					
1, 2053	\$69,800					
1, 2054	\$71,700					
1, 2055	\$73,600					
1, 2056	\$75,700					
1, 2057	\$77,700					
1, 2058	\$79,900					
1, 2059	\$82,100					
1, 2060	\$84,400					
1, 2061	\$86,600					
1, 2062	\$89,100					
1, 2063	\$91,500					

[End of Series 2023 Bond Form]

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

RESOLUTION (587-2023) APPROVE TREASURER'S INVESTMENTS (June 2023)

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the Treasurer's Investments for June, 2023:

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

July 6, 2023

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 **June, 2023.**

June Depository and Investment income received is: \$309,007.24. This brings the cumulative interest total as of June 30th to \$1,858,103.14. The estimated investment income for 2023 is \$2,300,000.

Monthly Investment Total = \$94,537,957.21

Balance in Checking Acct. – JPMorgan Chase \$7,406,398.77 Huntington \$1,155,767.24

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

Monthly Inventory Report
 Obligations and Securities
 for County of Tuscarawas
 As of June 30, 2023

	Folio #	Call Type	Treasurer's Book Value	Yield	Quantity	Maturity Date	Purchase Date
Courthouse Improvement Bond	17-18	25 yr/5 yr call	\$782,706.89	5.618%	\$782,706.89		
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 Lke	14-21	n/a	\$248,000.00	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
Federal Home Loan Bank	01-22	n/a	\$500,000.00	1.000%	\$500,000.00	2/7/2024	2/7/2022
Federal Home Loan Bank	07-22	1 mo	\$500,000.00	2.420%	\$500,000.00	4/19/2024	4/19/2022
Federal Home Loan Bank	08-22	1 mo	\$500,000.00	2.750%	\$500,000.00	4/17/2025	4/22/2022
UBS Bank USA	09-22	n/a	\$249,000.00	2.850%	\$249,000.00	5/13/2024	5/11/2022
American Express Nat'l Bank	10-22	n/a	\$246,000.00	3.100%	\$246,000.00	5/12/2025	5/11/2022
Federal Farm	13-22	30 day cont	\$1,000,000.00	3.490%	\$1,000,000.00	12/22/2023	6/22/2022
Federal Home Loan Bank	17-22	3 mo	\$1,000,000.00	3.000%	\$1,000,000.00	3/28/2024	6/29/2022
Peoples Security B&TC	18-22	3 mo	\$246,000.00	3.100%	\$246,000.00	12/29/2023	6/29/2022
Capital One Bank USA	19-22	n/a	\$245,000.00	3.300%	\$245,000.00	7/1/2024	6/29/2022
Federal Farm Credit Bank	22-22	3 mo cont	\$1,000,000.00	3.290%	\$1,000,000.00	7/19/2023	7/19/2022
FHLB	24-22	3 mo	\$1,000,000.00	3.000%	\$1,000,000.00	7/26/2024	7/26/2022
Capital One National Assn	26-22	n/a	\$245,000.00	3.350%	\$245,000.00	8/11/2025	8/10/2022
Morgan Stanley Bk NA	27-22	n/a	\$246,000.00	3.200%	\$246,000.00	8/12/2024	8/11/2022
Federal Home Loan Mtg	28-22	3 mo	\$1,000,000.00	3.820%	\$1,000,000.00	8/28/2024	8/30/2022
Federal Home Loan Bank	31-22	3 mo	\$1,000,000.00	4.000%	\$1,000,000.00	6/20/2024	9/20/2022
Morgan Stanley	33-22	n/a	\$244,000.00	4.100%	\$244,000.00	9/30/2024	9/29/2022
Federal Home Loan Bank	34-22	3 mo	\$1,000,000.00	5.000%	\$1,000,000.00	9/30/2025	9/30/2022
BMO Harris Bank NA	35-22	n/a	\$244,000.00	4.300%	\$244,000.00	10/15/2024	10/14/2022
HABIB American Bank	36-22	n/a	\$244,000.00	4.300%	\$244,000.00	10/17/2025	10/17/2022
Discover Bank	37-22	n/a	\$244,000.00	4.400%	\$244,000.00	10/19/2026	10/18/2022
Forbright Bank	39-22	n/a	\$249,000.00	4.000%	\$249,000.00	12/15/2027	12/15/2022
Southern Bank	40-22	n/a	\$245,000.00	4.000%	\$245,000.00	12/16/2027	12/16/2022
Connectone Bank	41-22	n/a	\$249,000.00	4.300%	\$249,000.00	12/22/2025	12/20/2022
Firstbank Puerto Rico	42-22	n/a	\$249,000.00	4.000%	\$249,000.00	12/21/2027	12/21/2022
FVCBank	43-22	n/a	\$249,000.00	4.300%	\$249,000.00	12/22/2025	12/22/2022
One Community Bank	44-22	n/a	\$249,000.00	4.100%	\$249,000.00	12/22/2026	12/22/2022
FHLMC	46-22	1 year	\$1,000,000.00	5.000%	\$1,000,000.00	12/29/2026	12/29/2022

Monthly Inventory Report
Obligations and Securities
for County of Tuscarawas
As of June 30, 2023

Manuf & Traders Trust Co	02-23	n/a	\$245,000.00	4.000%	\$245,000.00	1/20/2027	1/20/2023
City Natl Bank-Bev Hills	04-23	n/a	\$244,000.00	4.350%	\$244,000.00	1/26/2026	1/25/2023
The Federal Savings Bank	06-23	n/a	\$249,000.00	4.000%	\$249,000.00	1/30/2026	1/31/2023
Machias Savings Bank	08-23	n/a	\$249,000.00	4.100%	\$249,000.00	2/9/2026	2/9/2023
Federal Farm Cre Bank	10-23	n/a	\$1,000,000.00	4.125%	\$1,000,000.00	2/13/2026	2/13/2023
First Business Bank	12-23	n/a	\$245,000.00	4.000%	\$245,000.00	8/17/2026	2/15/2023
Texas Exchange Bank SSB	13-23	n/a	\$249,000.00	4.000%	\$249,000.00	2/17/2028	2/17/2023
Bank Five Nine	16-23	n/a	\$249,000.00	4.200%	\$249,000.00	8/24/2026	2/24/2023
Blue Ridge Bank NA	17-23	n/a	\$244,000.00	4.200%	\$244,000.00	2/28/2028	2/28/2023
Security Bank and Trust	18-23	n/a	\$244,000.00	4.400%	\$244,000.00	3/8/2027	3/8/2023
The Peoples Bank Co	19-23	n/a	\$249,000.00	4.700%	\$249,000.00	3/17/2027	3/17/2023
Midwest Bank	20-23	n/a	\$248,000.00	5.000%	\$248,000.00	3/23/2026	3/21/2023
Ally Bank	21-23	n/a	\$243,000.00	5.050%	\$243,000.00	3/23/2026	3/23/2023
First National Bank/DAMA	22-23	n/a	\$248,000.00	5.000%	\$248,000.00	9/23/2026	3/23/2023
MVB Bank Inc	23-23	n/a	\$248,000.00	5.300%	\$248,000.00	3/24/2025	3/24/2023
Georgia Banking Company	24-23	n/a	\$243,000.00	5.150%	\$243,000.00	3/27/2025	3/27/2023
Bankers Bank of the West	25-23	n/a	\$248,000.00	5.000%	\$248,000.00	3/30/2026	3/30/2023
Tristate Capital Bank	26-23	n/a	\$243,000.00	5.000%	\$243,000.00	3/30/2026	3/30/2023
United Fidelity Bank FSB	27-23	n/a	\$248,000.00	5.050%	\$248,000.00	9/30/2025	3/30/2023
Customers Bank	28-23	n/a	\$243,000.00	5.000%	\$243,000.00	3/31/2026	3/31/2023
Heartland Bank	29-23	n/a	\$249,000.00	4.650%	\$249,000.00	3/31/2027	3/31/2023
First National Bank of Michigan	30-23	n/a	\$249,000.00	4.250%	\$249,000.00	4/4/2028	4/4/2023
Bank of Utah	31-23	n/a	\$249,000.00	4.250%	\$249,000.00	5/10/2028	5/10/2023
CIBC Bank USA	32-23	n/a	\$244,000.00	4.350%	\$244,000.00	5/16/2028	5/16/2023
Star Ohio re-opened 11/28/12			\$70,145,250.32	5.260%	\$70,145,250.32	Open End	
TOTAL			\$94,537,957.21				

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Summary of Accounts

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Tuscarawas County Treasurer
As of 6/30/2023

Y60	EMPLOYEE FLEX SPENDING - TCBD	21,250.57
Y92	JOINT PUBLIC DEFENDER COMM.	363,626.51
Y95	WORKERS COMP. PAYABLE	414,017.40
Y96	PERS PAYABLE	32,194.62
Y98	HEALTH PAYABLE ACCOUNT	0.00
Y99	PAYROLL	0.00
	Funds Total	103,976,964.62

Bank Accounts		Description	Balance
HCK	CK	CHECKING	1,155,767.24
JPC	251183628	JPMORGAN CHECKING ACCOUNT	7,805,915.05
		Bank Accounts Total	8,961,682.29

Cash on Hand		Description	Balance
CSH	01	CASH ON HAND	477,325.12
		Cash on Hand Total	477,325.12

Investment Accounts		Description	Balance
CO	DOME-17	COURTHOUSE IMPROVEMENT BOND, SERIES 201	782,706.89
MBS	FOLIO 01-22	3130AQLR2 1.00% 02-07-24	500,000.00
MBS	FOLIO 01-23	564759RS9 4.00% 01-20-27	245,000.00
MBS	FOLIO 04-23	178180GW9 4.35% 01-26-26	244,000.00
MBS	FOLIO 06-23	313812EA3 4.00% 01-30-26	249,000.00
MBS	FOLIO 07-22	3130ARHH7 2.42% 04-19-24	500,000.00
MBS	FOLIO 08-21	3130AKZ25 0.65% 02-26-26	1,000,000.00
MBS	FOLIO 08-22	3130ARHM6 2.75% 04-17-25	500,000.00
MBS	FOLIO 08-23	554479EG6 4.10% 02-09-26	249,000.00
MBS	FOLIO 09-22	90348J3B4 2.85% 05-13-24	249,000.00
MBS	FOLIO 10-22	02589ACP5 3.10% 05-12-25	246,000.00
MBS	FOLIO 10-23	3133EPAQ8 4.125% 02-13-26	1,000,000.00
MBS	FOLIO 11-22	3130ARZ61 2.25% 05-18-23	0.00
MBS	FOLIO 12-21	87165FC69 0.70% 10-22-24	249,000.00
MBS	FOLIO 12-23	31938QW26 4.00% 08-17-26	245,000.00
MBS	FOLIO 13-21	3130APLY9 0.50% 11-24-23	1,000,000.00
MBS	FOLIO 13-22	3133ENZE3 3.49% 12-22-23	1,000,000.00
MBS	FOLIO 13-23	88241TQW3 4.00% 02-17-28	249,000.00
MBS	FOLIO 14-21	795451BA0 1.00% 12-16-24	248,000.00
MBS	FOLIO 15-21	3130AQ6E8 0.750% 12-29-23	1,000,000.00
MBS	FOLIO 16-23	062119AZ5 4.20% 08-24-26	249,000.00
MBS	FOLIO 17-22	3134QXYF5 3.00% 03-28-24	1,000,000.00
MBS	FOLIO 17-23	09582YAF9 4.20% 02-28-28	244,000.00
MBS	FOLIO 18-22	712303AT3 3.10% 12-29-23	246,000.00

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Summary of Accounts

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Tuscarawas County Treasurer					
As of 6/30/2023					
MBS	FOLIO 18-23	814010DJ0	4.40%	03-08-27	244,000.00
MBS	FOLIO 19-22	14042THC4	3.30%	07-01-24	245,000.00
MBS	FOLIO 19-23	710275AC2	4.70%	03-17-27	249,000.00
MBS	FOLIO 20-23	59828PCQ1	5.00%	03-23-26	248,000.00
MBS	FOLIO 21-23	02007GM42	5.05%	03-23-26	243,000.00
MBS	FOLIO 22-22	3133ENB41	3.29%	07-19-23	1,000,000.00
MBS	FOLIO 22-23	32117BFR4	5.00%	09-23-26	248,000.00
MBS	FOLIO 23-23	62847NDN3	5.30%	03-24-25	248,000.00
MBS	FOLIO 24-22	3130ASKVO	3.00%	07-06-24	1,000,000.00
MBS	FOLIO 24-23	37312PDE6	5.15%	03-27-25	243,000.00
MBS	FOLIO 25-23	06610TEX9	5.00%	03-30-26	248,000.00
MBS	FOLIO 26-22	14042RTP6	3.35%	08-11-25	245,000.00
MBS	FOLIO 26-23	89677DJE7	5.00%	03-30-26	243,000.00
MBS	FOLIO 27-22	6169OUQ52	3.20%	08-12-24	246,000.00
MBS	FOLIO 27-23	910286GD9	5.05%	09-30-25	248,000.00
MBS	FOLIO 28-22	3134GXP81	3.82%	08-28-24	1,000,000.00
MBS	FOLIO 28-23	23204HNV6	5.00%	03-31-26	243,000.00
MBS	FOLIO 29-23	42236XAN5	4.65%	03-21-27	249,000.00
MBS	FOLIO 30-23	32114VCJ4	4.25%	04-04-28	249,000.00
MBS	FOLIO 31-22	3130ATAR8	4.00%	06-20-24	1,000,000.00
MBS	FOLIO 31-23	065427AC0	4.25%	05-10-23	249,000.00
MBS	FOLIO 32-23	12547CBJ6	4.35%	05-16-28	244,000.00
MBS	FOLIO 33-22	617685M02	4.10%	09-30-24	244,000.00
MBS	FOLIO 34-22	3130ATHC4	5.00%	09-30-25	1,000,000.00
MBS	FOLIO 35-22	05600XJN1	4.30%	10-15-24	244,000.00
MBS	FOLIO 36-22	40449HAB3	4.30%	10-17-25	244,000.00
MBS	FOLIO 37-22	254673W44	4.40%	10-19-26	244,000.00
MBS	FOLIO 39-22	34520LAY9	4.00%	12-15-27	249,000.00
MBS	FOLIO 40-22	84229LBJO	4.00%	12-16-27	245,000.00
MBS	FOLIO 41-22	20786AEY7	4.30%	12-22-25	249,000.00
MBS	FOLIO 42-22	33767GBQ0	4.00%	12-21-27	249,000.00
MBS	FOLIO 43-22	30297BBN0	4.30%	12-22-25	249,000.00
MBS	FOLIO 44-22	682325CP8	4.10%	12-22-25	249,000.00
MBS	FOLIO 46-22	3134GY6Q0	5.00%	12-29-26	1,000,000.00
SO	STAR OHIO 13728	INVESTMENT ACCOUNT			70,145,250.32
Investment Accounts Total					94,537,957.21

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Summary of Accounts

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Tuscarawas County Treasurer			
As of 6/30/2023			
<u>Summary</u>			
214	Fund(s)		103,976,964.62
2	Bank Account(s)		8,961,682.29
	Cash on Hand		477,325.12
59	Investment Accounts(s)		94,537,957.21

Parameters:
Operator: NLN As of: 6/30/2023 Fund Range: To Bank Range: To

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

RESOLUTION (588-2023) DOG & KENNEL REPORT – JUNE 2023

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the Dog & Kennel Report for June, 2023 as submitted by Elizabeth Lewis, Facility & Adoption Specialist:

DOG & KENNEL MONTHLY REPORT
June 2023



1)	Total dogs picked up by Wardens (a+b)	_____	42	_____
	a. Owner requested pick up	_____	0	_____
	b. Strays picked up by Wardens	_____	42	_____
2)	Strays brought in by public	_____	6	_____
3)	Dogs brought to pound by owners	_____	34	_____
4)	Total dogs to Pound (1+2+3)	_____	82	_____
5)	Dogs adopted	_____	19	_____
6)	Dogs redeemed by owners	_____	26	_____
7)	Number of dogs euthanized	_____	15 (Q=1, PD=6, OR=8)	_____
8)	Released to rescues	_____	22	_____
	a. Pull fees	_____	\$ 140	_____
9)	Pound fees	_____	\$ 2901	_____
10)	Pick up fees	_____	\$ 880	_____
11)	License fees	_____	\$ 864	_____
12)	Licenses sold on the road by Wardens	_____	0	_____
13)	Licenses sold at the Pound	_____	37	_____
14)	Complaints handled	_____	67	_____
15)	Citations issued	_____	5	_____
16)	Animal claims	_____	0	_____
17)	Mileage on trucks	F150 2022	Truck #1	1718.3
		F150 2021	Truck #2	1589.5
		F150 2017	Truck #3	_____
			Total	3307.8

Submitted by: 

Euthanasia Key
Q = Quarantine PD = Pound Dog
OR = Owner Surrendered (either for health or aggression)

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

RESOLUTION (589-2023) OBSOLETE PROPERTY– OFFICE FURNITURE – JUVENILE/PROBATE COURT

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

Steel Desk Broken Trash

The items will be disposed of in accordance to ORC.

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

DISCUSSION: *Jesse Rothacher, Park Director stated the Park Dept received from ms consultants, Stage 3 Design & Engineering Plans for the proposed extension to the Towpath Trail and they brought up a few concerns relating to the underground utility lines. There are gas lines that run parallel to the railroad line and the proposed trail. Due to the underground utility lines being so close, there will be testing to locate the lines and will raise the cost of the project. There are funds encumbered for these of types of issues.*

RESOLUTION (590-2023) SCOPE CHANGE REQUEST - OHIO & ERIE CANAL TOWPATH EXTENSION I

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

WHEREAS, the Board of Tuscarawas County Commissioners have entered into a professional services agreement with ms consultants, inc. for design and engineering of the Ohio & Erie Canal Towpath Trail Extension 1 (“Kimble Trail”) project; and

WHEREAS, the Tuscarawas County Park Department, Ohio & Erie Canalway Coalition, ms consultants, and ODOT District 11 met with the Kimble Company to review concerns regarding subsurface utility locations (gas line) in relation to water management features and fencing; and

WHEREAS, it was recommended by ODOT District 11 to move forward with subsurface utility locating – Level A test holes – to avoid potential and costly delays in the construction phase of the project; and

WHEREAS, the Subsurface Utility Locating Services Scope Change has been reviewed by the Park Department and ODOT District 11; and

WHEREAS, the Park Department has sufficient funds encumbered to cover the scope change modification;

THEREFORE, be it resolved by the Board of Tuscarawas County Commissioners to authorize the Park Department to accept the PID 111280: Tuscarawas County/Ohio & Erie Canal Towpath Extension I Modification No. 2 Request – Subsurface Utility Locating Services Scope Change.

EXHIBIT A

C-R-S		TUS-Towpath Trail Improvements		PROPOSAL LABOR SUMMARY				
Consultant:	ms consultants, inc.							
Agreement No.								
Modification No.	2							
PID No.	111280							
Proposal Date	7/3/2023							
		No. of Units	Project Manager	Sr. Env Planner	Engineer/ Tech	Clerical	Total	
Task Description			\$78.17	\$60.79	\$34.30	\$40.00	Hours	Cost
AUTHORIZED TASKS:								
2 - Preliminary Engineering Phase								
2.7 - Stage 1 Design								
2.7.C - Utilities								
2.7.C.A - Utility Coordination and Documentation		1					1	\$78
2.7.C.C - Subsurface Utility Engineering (SUE)		1					1	\$78
2.7.C.D - Add Utilities to Plan/Profile Sheets		1		5			6	\$250
TOTAL - 2.7 - Stage 1 Design		3	0	5	0		8	\$406
2.8 - Project Management for Preliminary Engineering Phase								
2.8.A - Meetings		2	2				4	\$278
2.8.B - General Oversight		2					2	\$156
2.8.C - Project Set Up / Invoicing		2				2	4	\$236
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		6	2	0	2		10	\$671
Total - 2 Preliminary Engineering Phase		9	2	5	2		18	\$1,077
TOTAL AUTHORIZED PARTS		9	2	5	2		18	\$1,077
GRAND TOTAL		9	2	5	2		18	\$1,077

EXHIBIT A

C-R-S		TUS-Towpath Trail Improvements		PROPOSAL COST SUMMARY						
Consultant:	ms consultants, inc.			State Average Overhead Rate		150.91%				
Agreement No.	0			Consultant Overhead Rate:		150.91%				
Modification No.	2			Cost of Money:		0.13%				
PID No.	111280			Net Fee Percentage:		11%				
Proposal Date	7/3/2023									
Task Description	No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:										
2 - Preliminary Engineering Phase										
2.7 - Stage 1 Design										
2.7.C - Utilities										
2.7.C.A - Utility Coordination and Documentation		\$78.17	1	\$78	\$118	\$0	\$0	\$0	\$22	\$218
2.7.C.C - Subsurface Utility Engineering (SUE)		\$78.17	1	\$78	\$118	\$0	\$0	\$14,000	\$22	\$14,218
2.7.C.D - Add Utilities to Plan/Profile Sheets		\$41.61	6	\$250	\$377	\$0	\$0	\$0	\$69	\$696
TOTAL - 2.7 - Stage 1 Design		\$50.75	8	\$406	\$613	\$1	\$0	\$14,000	\$112	\$15,131
2.8 - Project Management for Preliminary Engineering Phase										
2.8.A - Meetings		\$69.48	4	\$278	\$419	\$0	\$0	\$0	\$77	\$774
2.8.B - General Oversight		\$78.17	2	\$156	\$236	\$0	\$0	\$0	\$43	\$436
2.8.C - Project Set Up / Invoicing		\$59.09	4	\$236	\$357	\$0	\$0	\$0	\$65	\$659
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		\$67.06	10	\$871	\$1,012	\$1	\$0	\$0	\$185	\$1,869
Total - 2 Preliminary Engineering Phase		\$59.81	18	\$1,077	\$1,625	\$1	\$0	\$14,000	\$297	\$17,000
TOTAL AUTHORIZED PARTS										
		\$59.81	18	\$1,077	\$1,625	\$1	\$0	\$14,000	\$297	\$17,000
GRAND TOTAL										
			18	\$1,077	\$1,625	\$1	\$0	\$14,000	\$297	\$17,000

EXHIBIT A

C-R-S	TUS-Towpath Trail Improvements	Consultant	ODOT	LPA	If-Authorized	
Consultant:	ms consultants, inc.					
Agreement No.	0					
Modification No.	2					
PID No.	111280					
Proposal Date	7/3/2023					
Task Description						Narrative
2 - Preliminary Engineering Phase						
2.7 - Stage 1 Design						
2.7.C - Utilities						
2.7.C.A - Utility Coordination and Documentation		X				ms consultants will summarize and document the results of the Level A test holes and coordinate with the utility owner as needed.
2.7.C.C - Subsurface Utility Engineering (SUE)		X				Surveying and Mapping (SAM) will perform the Level A test holes. See SAM's separate scope document for additional details and information.
2.7.C.D - Add Utilities to Plan/Profile Sheets		X				The gas line locations will be updated on the plan sheets based on the Level A information.
2.8 - Project Management for Preliminary Engineering Phase						
2.8.A - Meetings		X				Hours are for the attending the meeting with Kimble Co on May 14, 2023 in Dover.
2.8.B - General Oversight		X				Coordination as needed between consultant, sub consultant, owner, utility, and Camp Tuscazoar for access.
2.8.C - Project Set Up / Invoicing		X				Sub consultant agreement, negotiations, accounting set up, and invoicing.



SAM, LLC EXHIBIT A
 12480 Debartolo Dr, North Jackson, OH 44451
 Ofc 330-794-4455
 info@sam.biz www.sam.biz

Delivery Method: Via Email: sriffle@msconsultants.com

June 1, 2023

Sean Riffle
 Ms consultants
 One Cascade Plaza
 Suite 1450, Akron, OH

RE: **Subsurface Utility Engineering Services**
TUS-Towpath Trail Test Holes
Project Number:1023079790

Dear Sean:

Surveying And Mapping, LLC (SAM) is pleased to provide this proposal for professional Subsurface Utility Engineering (SUE) Quality Level A to ms consultants for the TUS-Towpath Trail project in. This proposal has been prepared based on our 5/16/23 email conversation.

If you have any questions, or require additional clarification related to this document, please don't hesitate to contact us. We appreciate the rapport we have established with you and your team thus far during our discussions and look forward to working together to deliver this project safely and successfully.

Sincerely,

Surveying And Mapping, LLC.

Rhett Sloan
 Senior Project Manager
 (c) 234-417-9988

Attachments :
 Proposal
 A. Site Map



EXHIBIT A

1.0 Project Description

SAM proposes to provide subsurface utility engineering (SUE) services in an attempt to identify the existing gas line at the locations shown on **Attachment 1**. This investigation is to aid in the Towpath project drainage design.

The work will be conducted in accordance with the Construction Institute (CI)/American Society of Civil Engineers (ASCE) Standard 38-02, *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. This document is the standard upon which SUE is conducted, defining the service as:

A branch of engineering practice that involves managing certain risks associated with: utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to certain parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

2.0 Scope of Services

The proposed scope of services includes:

2.4 Locating - Quality Level A

Quality Level A services will include performing an estimated **14** test holes to establish the exact location and elevation of critical utilities that may conflict with future construction. SAM will use minimally intrusive excavation techniques that protect the integrity of the utilities in question, and that of other lines that may be encountered. The test hole will be excavated using air and/or water assisted vacuum excavation equipment intended for this purpose.

The excavation procedure will include:

- Clearing the Test Hole area of surface debris.
- Excavating the Test Hole utilizing the above-described equipment. The nominal diameter will not exceed 15 inches unless otherwise approved. Care will be taken to avoid damaging lines, wrappings, coatings, cathodic protection or other protective coverings and features. Hand digging will be conducted to the extent necessary to supplement the vacuum excavation process.
- Exposing the utility only to the extent required for identification and data collection purposes.
- Storing excavated material for re-use or disposal at an approved location near the project, as appropriate.

Data collected from the Test Hole will be recorded on a standard SAM, LLC *Test Hole Data Sheet* that will be subsequently sealed and dated. The location will be shown on the drawing. Data will include:

- Utility owner (if known)
- Top and/or bottom elevation of the utility relative to an above ground mark to a vertical accuracy of +/- 0.05 feet.
- Field sketch showing horizontal location referenced to a minimum of two physical structures existing in the field.
- Approximate centreline bearing of utility.



EXHIBIT A

- Outside diameter of pipe, width of duct bank, and configuration of multi-conduit systems.
- Utility structure material composition, when reasonably ascertainable.
- Other pertinent information.

Site restoration will include:

- Replacing bedding material around exposed utility lines.
- Backfilling and compacting the excavation using a steel tamper bar in one-foot lifts.
- As applicable, providing permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
- For excavations in unpaved areas, restoring disturbed area, to the extent practical, to reflect pre-existing conditions.
- Furnishing and installing permanent surface marker (e.g., P.K. nail, peg, steel pin, or hub) directly above the centreline of the utility.
- Surveying the test hole marker.

The deliverable will include Test Hole Data Forms depicting found utility information in accordance with CI/ASCE Standard 38-02 complete with professional seal and signature. SAM will also update the existing CAD file with the test hole location(s).

3.0 Cost Proposal

SAM, LLC proposes to complete the above described scope of services in accordance with an agreed upon Standard Terms and Conditions for the Lump Sum Cost of **\$14,000**.

This cost estimate is based on our current understanding described in the project description, the scope of services, and the assumptions listed below. In the event these items change in the course of this project, the SAM project manager will be in touch concerning changes to the project cost and schedule.

4.0 Assumptions

Proposal

- This proposal is valid for a period of 90 days.

Required by Client

- Access
 - Client will provide complete access for SAM staff, equipment, and company vehicles, to the project site between the hours of 7:00 a.m. and 5:30 p.m. This is inclusive of sidewalks in front of businesses and private residences and curbside parking on either side of the road.
- Notification and Coordination
 - Client will notify local property owners of the work activities and schedule.
 - Client will facilitate coordination with the site owners to the extent required.
- Records

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EXHIBIT A

- To the extent available, client will provide copies of available records for existing facilities and improvements prior to commencement of work. No records will be researched by SAM.
- To the extent available, client will provide CAD file of existing survey information including previously found utilities, topographic features and survey control prior to the commencement of work.
- Work Permits, Entry, and Training
 - Client will facilitate work, excavation permits and entry forms to the extent required by the project.
 - Project specific training will not be required.
 - Confined space entry is not required.
- Safety
 - Client will facilitate safe access for vehicles, equipment, and personnel.

Traffic Control

- Traffic control requiring lane closures, traffic detouring, flag persons, police, etc., is considered special traffic control and is not included in this scope of services. If special traffic control is required, SAM, LLC can provide this service, at additional costs, utilizing a specialty subcontractor.

Weather

- SAM will notify the client of snow cover or other issues that may impede or delay the investigation.

Quality Level B Services

- General Scope of Work:
 - Quality Level B was excluded from the scope at the request of the client

Quality Level A Services

- If the utilities are over **8 feet deep** or a significant large gravel or caliche is encountered, non-destructive vacuum excavation techniques may be unsuccessful uncovering the utility. In such a case, the Test Hole results will be inconclusive.
- Every effort will be made to excavate the Test Hole over the utility. However, if multiple holes are required to identify its location, additional charges will be incurred.
- SAM Assumes the pipeline will be marked at all of the requested locations prior to starting work. SAM will excavate on the one call response flagging only and WILL NOT verify the horizontal accuracy of the flags or paint.

5.0 Schedule of Services

Based on a written agreement and notice to proceed, we will mobilize within 14 days and complete the Quality Level A work in a safe and efficient manner working 7:00 a.m. to 5:30 p.m. Monday - Friday pending no weather delays or conditions beyond our control. SAM, LLC will submit the deliverable drawings and CAD file within 14 days upon the final collection of field data. Weather will be paramount to the success of a geophysical investigation and changing weather conditions may

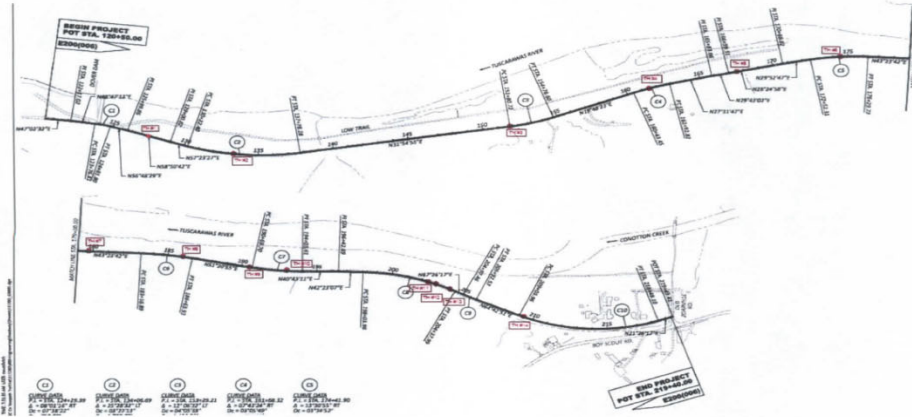
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EXHIBIT A

elongate the schedule of services. The project manager for SAM will keep the client apprised of the progress and any delays that occur.

ATTACHMENT 1
SITE MAP



sam.biz

ms consultants, inc.
engineers, architects, planners

One Cascade Plaza
Suite 1450
Akron, Ohio 44308-1116
p 330.258.9920
f 330.258.9921
www.msconsultants.com



July 3, 2023

Mr. Jesse Rothacher
Park Manager
Tuscarawas County Park Department
125 East High Avenue
New Philadelphia, Ohio 44663

**Re: PID 111280: Tuscarawas County/Ohio & Erie Canal Towpath Extension I
Modification No. 2 Request – Subsurface Utility Locating Services Scope
Change**

Dear Mr. Rothacher,

As a follow up to the April 14, 2023 between ms consultants, the Tuscarawas County Park Department, Kimble Company, and ODOT District 11 regarding potential conflicts with the gas line and need for Level A test holes to determine accurate locations, please find the attached modification request for a Lump Sum total fee of \$17,000 to perform the utility locating services.

Should you have any questions or require additional information, please feel free to contact me at sriffle@msconsultants.com, or (330) 258-9920.

Respectfully,

Sean Riffle, PE
Project Manager
NE Ohio Transportation Operations Leader

cc: Daniel J. Lorenz, PE – LPA Manager, ODOT District 11
Attachment: Exhibit A – SUL Level A Scope of Services and Fee Proposal

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

DISCUSSION: FEDERAL BONDS: Mike Jones, Sanitary Engineer, was present for signatures on the Federal Bonds for the Wilkshire Hills Wastewater Treatment Plant Renovations Project. **NO ACTION TAKEN.**

DISCUSSION: John Farragonio and Eric Swain, ABM Infrastructure Solutions were present to answer any questions the Commissioners may have since they were last here about the company and how it may be able to help Tuscarawas County. The MOU that was sent from ABM is at the Prosecutor's Office being reviewed. **NO ACTION WAS TAKEN.**

DISCUSSION: ST JOSEPH CATHOLIC CHURCH'S 175 YEAR ANNIVERSARY: Father Hatfield, St Joseph Catholic Church, was present to talk about his church and parish. Father Hatfield stated he has been the Pastor since 2013. Father stated the Church's history has been one of constant change in terms of the European population, Polish population, Italian population to the Guatemalan population of today. The Church and the surrounding area have changed with the populations. **Commissioner Ress** stated he has great memories with the Church. His children went to school there and his mother attends Church there. It is really a great Church and Parish and they work hard to keep it a nice place. Thank you. **Commissioner Zemis** added that four of her five children attended St Joe's and she hopes the reason Sister Valerie retired is not because of her children! She still gets very nostalgic when she drives by the school. A Church is more than its walls. **Commissioner Abbuhl** closed by saying he has strong roots in his Church just as St Joe's parishioners have in their Church and he loves St Joe's food!

The Clerk read the recognition onto the record.

RESOLUTION (591-2023) RECOGNITION – ST JOSEPH CATHOLIC CHURCH – 175 YEARS IN DOVER

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the following resolution of recognition for St. Joseph Catholic Church celebrating being in dover for 175 years.



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

DISCUSSION: CCAO PRESENTATION OF THE FIRST RESEARCH & EDUCATIONAL FOUNDATION SCHOLARSHIP.

Steve Caraway, Service Corporation Manager, CCAO was present to present Kendall Polen with the first Scholarship for \$2,000 for her future educational endeavors. Mr. Caraway stated there were five scholarship awarded throughout Ohio and Kendall was one of five chosen out of over ninety applications. Steve stated Kendall has led a phenomenal life thus far and he can't wait to see what happens to her in her career in the future, but it clear from her essay and extra-curricular activities that Kendall has a heart for serving others in our community; Student Counsel, National Honor Society, Volleyball Pep Club, Church volunteer, Humane Society volunteer, job shadowing, Kids of America Volleyball, Choir and Prom Committee.

Kendall Polen stated she was going to be attending Denison University in Granville, OH this fall and will be majoring in Politics and Public Affairs. Denison University offers different programs to go into different parts of law and government and continue to serve. **Gretchen Polen, Kendall's Mother**, is very grateful for this opportunity Kendall has been given. Mrs. Kendall is a fourth-grade teacher at Indian Valley and she pushes leadership for her students to give back and be good role models for others. **Frank Polen, Kendall's Father**, stated he wants to thank Tuscarawas County Commissioners and especially Commissioner Abbuhl for forwarding this email from CCAO out to the schools in the area and giving his daughter and many others like her in our area to apply for this scholarship. From a parent prospective, he is very thankful and appreciative of this opportunity. The **Commissioners** all agreed that leadership, giving back and serving all starts at home. Kendall is a great example for other kids. Sometimes you do not even realize who is watching and learning from you by example. **Commissioner Ress** added he has known this family for some time and he is not surprised that Kendall is being awarded this scholarship. Congratulations and you will do good things in your future.

Mr. Caraway presented Kendal with a \$2,000 check on behalf of CCAO.

RESOLUTION (592-2023) AUTHORIZE CONTRACT - HVAC SYSTEM/SCHEMATIC DESIGN PROPOSAL - TUSCARAWAS COUNTY HEALTH DEPARTMENT RENOVATIONS - JOHN PATRICK PICARD ARCHITECT, INC.

It was moved by Commissioner Ress, seconded by Commissioner Zemis to authorize a contract in the amount of Six Thousand Five Hundred Dollars (\$6,500.00) with John Patrick Picard Architect, Inc. to provide HVAC System/Schematic Design Proposal Only for the Tuscarawas County Health Department Renovations to be funded in part by the 2021 American Recovery Plan Act (ARPA) of 2021. This Resolution also authorizes the President and/or Vice-president of the Board of Commissioners to sign all documents relating to the awarding and execution of said contract with John Patrick Picard Architect, Inc.



June 28, 2023

Mr. Scott Reynolds
 Director
 Tuscarawas County Office of Community and Economic Development
 125 East High Avenue
 Room #212
 New Philadelphia, Ohio 44663

Reference: Architectural Schematic Design Services Proposal for the Tuscarawas County Health Department Renovations

Dear Mr. Reynolds,

Thank you for the opportunity to offer my architectural schematic design services in the renovation of the Tuscarawas County Health Department located at 897 East Iron Avenue in Dover, Ohio 44622. The schematic design services are an initial design phase that defines the general scope and conceptual design of the project including, documentation of existing conditions, programming/needs study, building and zoning code evaluation, scaled architectural plans/drawings that illustrate the planned renovations/development and outline material specifications and a preliminary project budget.

* Based on the knowledge gained via my site visit on 6/26/23, it is my recommendation that we focus first on the significant HVAC concerns as it is likely that all of the available funds and more may be needed to rectify all of the current concerns.

Architectural Services Include:

- Field measuring to verify and document existing conditions
- Evaluation of existing conditions
- Program and needs study
- Building code review
- Schematic design development and associated meetings
- Develop graphic and written scope of work documents for preliminary costing

- Development of projected cost of construction budget
- * HVAC existing conditions study
- Civil loop road schematic design study

Some of the documents required and included in this proposal are as follows:

- Schematic site plan and details showing loop drive and accessibility and sidewalk repairs
- Storm water system schematic design narrative, existing system study, renovation recommendation
- General notes and outline specifications
- Accessibility guidelines and details
- Schematic floor plans
- Schematic exterior elevations
- Schematic building wall sections
- Schematic reflective ceiling plans
- Schematic finishes schedule
- Schematic window schedule
- Schematic door schedules
- Code data
- * Schematic HVAC design narrative
- Schematic plumbing design narrative
- Schematic electrical design narrative

Architectural Schematic Design and Document Service.....	\$13,250.00
* Administration of HVAC Study	\$ 2,500.00
Civil Engineering Schematic Design	\$ 4,000.00
Plumbing Engineering Narrative	\$ 1,500.00
* HVAC Engineering Narrative/Study/Schematic Design	\$ 4,000.00
Electrical Engineering Narrative.....	\$ 2,000.00
Construction Estimate Budget Service	\$ 2,300.00
<hr/>	
TOTAL COST OF SERVICES.....	\$ 29,550.00
* COST OF SERVICES, HVAC STUDY, SCHEMATIC DESIGN ONLY	\$ 6,500.00

At the conclusion of the Schematic Design Phase, we will present a cost to complete the Construction Documents required for permits and construction and provide full Construction Administration.

All services listed above and any services required beyond services listed are billed (monthly) at the firm's hourly rates as follows: A finance charge of 1-1/2% per month (18% per year) will be added to the unpaid balance after 30 days.

Architect.....\$ 170.00/hr
 Technical Staff.....\$ 90.00/hr

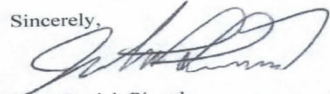
Reimbursable: Cost shown above does not include reimbursable cost of printing, code related fees, etc. **Estimated At: \$ 300.00. No mark-up is applied to reimbursables.**

Printed and electronic copies of all documents will be provided to the Owner. The original documents remain the intellectual property of the Architect.

If this proposal meets with your approval, please sign and return one copy. This contract can be dissolved by either party with written consent by both parties and full payment for work completed up to the date of termination.

Thank you for the opportunity to offer my services.

Sincerely,



John Patrick Picard
John Patrick Picard Architect Inc.

Approval of Full Schematic Design Proposal: \$29,550.00

APPROVAL N/A DATE _____

Approval of HVAC System Study/Schematic Design Proposal Only: \$6,500.00

APPROVAL Chris Albrecht DATE 7/13/2023



MICHAEL M. VALE, P.E., C.P.E.S.C., C.P.S.W.Q.
KARLI J. OPRISCH, P.E.
WILLIAM P. UTZMAN, P.E., C.P.E.S.C.
MARK M. ZIMMERMAN, P.E., C.P.E.S.C., C.P.S.W.Q.
JENNIFER D. SCHUMACHER, P.E., LEED-AP

HAMMONTREE & ASSOCIATES, LIMITED
Engineers Planners Scientists Surveyors
5233 Stoneham Road
North Canton, Ohio 44720
Phone (330) 499-8817
Fax (330) 499-0149
www.hammontree-engineers.com

TIMOTHY J. BRIGGS, P.S.
SHELBY R. PRINGLE, N.I.C.E.T.
MELINDA C. CHASE, P.E.
DANTE C. CELLITI, R.L.A., C.P.E.S.C., C.P.S.W.Q.

June 27, 2023

Mr. John Patrick Picard
John Patrick Picard Architect Inc.
50 North Avenue NE, Suite 102
Massillon, Ohio 44646

Re: 30% Schematic Civil Site Design Proposal for Tuscarawas County Health Department Site Improvement Project

Dear Mr. Picard:

This letter is in response to your request for proposal for 30% schematic design for driveway addition for Tuscarawas County Health Department Facility located at 897 East Iron Avenue in Dover, Ohio

The proposed site improvements include a new driveway along the east side of the facility wide enough for trucks and trailers to use. The new driveway design will need to rework curbing, relocate trash enclosure area and a few parking spaces. Drainage will be needed and shown.

Based on this information and our experience with civil site design, we have determined our project scope of services to include the following:

30% Schematic Design

1. The base map for the 30% schematic design will be GIS information and existing plans from the Owner.
2. Using the base map, we will create the new driveway plan and provide for the following sheets:
 - Site Dimension/ Noted Plan (include demo notes)
 - Truck turning exhibits for the driveway.
 - Preliminary Grading/ drainage plan or profile of the driveway
3. We will calculate existing impervious and proposed impervious areas, provide for preliminary concept of stormwater detention that will be needed and proposed drainage structures. Based on the site being fully developed, any detention would need to be underground. Preliminary calculations will be performed to be able to provide for preliminary cost estimating of driveway improvements.
4. We will provide a preliminary cost estimate for the new driveway improvement.
5. Communicate and address comments from the design team throughout the 30% schematic design phase. We have included two (2) design progress meetings via web conference call. Additional design progress meetings or onsite meetings will be billed at \$300/ per additional meeting.

CANTON, OH
330-499-8817

PITTSBURGH, PA
724-468-4622

ST. CLAIRSVILLE, OH
740-695-7237

AKRON, OH
330-633-7274

Mr. John Patrick Picard
June 27, 2023
Page 2

6. Transmit 30% schematic design set and narrative to your office by electronic mode (.pdf) and (dwg).

Assumptions, Clarifications and Exclusions

- Surveying and underground locating services are not included but can be provided under a separate proposal.
- Utility design is not included, only preliminary storm calculations.
- Design of landscaping plan is not included.
- Retaining wall design is not included.
- All work stated above is through 30% Schematic Design Phase. Construction Document Phase, Bid Phase and Construction Administration assistance is available for an additional fee.
- Wetland Delineation and permits not anticipated or included in this scope. If wetland services are requested by reviewing agencies, we can provide you with an additional fee.
- Specifications will cross reference County and/ or ODOT standards and will be listed on the plans. A separate written specification booklet will not be prepared.
- Your office or the landowner will commission geotechnical testing if required.
- Reproductions of plans for submittals and final plan distribution will be charged in accordance with our standard contract terms and conditions. This expense is in addition to our base fees.

Additional services that are not included under this work scope will be identified and a separate contract fee presented for your review and approval. Additional services not included in this work scope include, but are not limited to, the following:

1. Final Construction Documents and permitting
2. Landscaping and/or Retaining wall design
3. Final Quantity takeoffs and cost estimates
4. Environmental Studies
5. Wetland Delineation, mitigation and permitting
6. Traffic Studies or public roadway improvements
7. Colored renderings or graphic presentations
8. Topographic and Boundary surveys, ALTA survey, lot splits, consolidation replat or easement descriptions
9. Private underground utility locating services
10. Written Specifications in booklet form if needed.
11. Bidding and Construction Admin services
12. Construction Staking
13. Major changes in the site layout/ location after detailed design has been initiated.

All invoices issued by Hammontree & Associates, Limited are due for payment within 30 days of their issuance. All work performed under this proposal will be subject to the enclosed Hammontree and Associates, Limited Standard Contract, Terms and Conditions. A signed scanned and emailed copy of this contract is enough to engage our services.

CANTON, OH
330-499-8817

PITTSBURGH, PA
724-468-4622

ST. CLAIRSVILLE, OH
740-695-7237

AKRON, OH
330-633-7274

Mr. John Patrick Picard
June 27, 2023
Page 3

Hammontree & Associates appreciates the opportunity to submit this proposal to you and we look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

HAMMONTREE & ASSOCIATES, LIMITED

Jennifer D. Schumacher
Jennifer D. Schumacher, P.E., LEED-AP
Chief Design Manager

**Acceptance of Proposal for
30% Schematic Civil Site Design Proposal for Tuscarawas County Health Department
Site Improvement Project**

Description of Services	Fee	Sign & Date below as Authorization to Proceed
30% Schematic Design, as stated above	\$4,000.00	

Printed Name of Customer or Owner's Representative _____ Title _____

Enclosure: As stated

CANTON, OH
330-499-8817

PITTSBURGH, PA
724-468-4622

ST. CLAIRSVILLE, OH
740-695-7237

AKRON, OH
330-633-7274

Re: schematic design proposal for T County Health Dept.

From: Josh Staley (joshstaley@frontier.com)
To: jpparchitect@yahoo.com
Date: Wednesday, June 28, 2023 at 07:02 AM EDT

Hi John
Figure me at \$4000 for a schematic design phase which will include a drawing of work proposed and a rough estimate.
Thank you!

[Sent from Frontier Yahoo Mail for iPhone](#)

On Wednesday, June 28, 2023, 3:19 AM, John Picard <jpparchitect@yahoo.com> wrote:

Good morning Josh,
Can you get me a cost for this morning ??
Schematic design / study on HVAC.
Thank you,
John Patrick
John Patrick Picard Architect, Inc.
First North Building
50 North Avenue NE #102
Massillon, Ohio 44846
(Office): 330-471-9000
(Cell): 330-418-8707

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

RESOLUTION (593-2023) APPROVE CONTRACT AND PUBLIC IMPROVEMENT AGREEMENT – REPROFILING/RESURFACING – VILLAGE OF BOLIVAR - PROJECT #4-2023

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the contract and public improvement agreement with Northstar Asphalt, Inc. for Project #4-2023, Roadway Reprofilling/Resurfacing in the amount of \$119,041.00 for the Village of Bolivar. Appointing Chris Arthurs as Prevailing Wage Coordinator. This action is taken upon recommendation of Joseph Bachman, Engineer and approved as to form by Kristine Beard, Assistant County Prosecutor.

TUSCARAWAS COUNTY PROJECT # 4-2023

CONTRACT

For: Roadway Reprofilling / Resurfacing

THIS CONTRACT, made and entered into at New Philadelphia, OHIO, this 12 day of July, 2023, by and between the Board of Tuscarawas County Commissioners, hereinafter called the COUNTY, and a corporation, partnership, individual or _____ known as; Northstar Asphalt, Inc. with an office located at 7345 Sunset Strip NW, North Canton, OH 44720, 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:

- (1) 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.
- (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 whom 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 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 by an employee, agent or representative of the CONTRACTOR, the CONTRACTOR will pay all associated costs of the COUNTY, as the COUNTY deems necessary, in order to defend, correct or resolve said issue or complaint.

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.

E-2

CONTRACTOR Northstar Asphalt, Inc.

Witness: Ann Tjot

By: X [Signature]

Date: June 29, 2023

Title: President

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

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS

Attest: Rhonda Jordan

By: [Signature]

(Chairman)

Date: 7-12-2023

[Signature]
[Signature]

Approved as to form and legal sufficiency

[Signature]
Tuscarawas County Prosecuting Attorney

Date: 7-11-2023

E-3

TUSCARAWAS COUNTY PROJECT # 4-2023

PUBLIC IMPROVEMENT AGREEMENT

This agreement is made as of July 12, 2023, between the **Tuscarawas County Commissioners** by and through the **County of Tuscarawas**, Ohio (hereinafter the PUBLIC AUTHORITY) and **Northstar Asphalt, Inc.** (hereinafter the CONTRACTOR) under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with the public funds comply with Chapter 4115 of the Revised Code; and WHEREAS, the total project cost of this project exceeds the prevailing wage threshold level, this project is hereby designated as a public improvement project; and WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115; and WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115, lie.

It is hereby agreed:

- 1) That the PUBLIC AUTHORITY shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
- 2) That the contract between the PUBLIC AUTHORITY and the CONTRACTOR and all his subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by this Department for this project.
- 3) That the General Contractor shall cause to be posted in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workmen and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 4115.07.
- 4) That the PUBLIC AUTHORITY shall give notice to the CONTRACTOR and the CONTRACTOR shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.

E-5

- 5) That the Public Authority shall appoint a prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the prevailing wage coordinator are incorporated herein;
 - a) Set up and maintain files containing all contractor's and subcontractor's payroll reports.
 - b) Maintain a list of pay dates.
 - c) Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor.
 - 1) If the project is to exceed four months all reports all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
 - 2) If the project is to last less than four months, all reports are to be filed weekly after the initial report.
 - d) Monitor compliance with the Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are being complied with.
 - e) At the completion of the project, the Wage Coordinator is to require an affidavit of compliance from each contractor. An affidavit must be sworn to and notarized.
 - f) The coordinator is to report any non-compliance to the Director of the Department of Industrial Relations in writing.
- 6) The PUBLIC AUTHORITY shall notify the CONTRACTOR and the CONTRACTOR shall notify each subcontractor of the identity of the Prevailing Wage Coordinator
- 7) That upon notice by the Prevailing Wage Coordinator or the Department of Industrial Relations to the CONTRACTOR of a failure by a contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (C), the CONTRACTOR shall take such steps as are necessary to cause the contractor, subcontractor or other persons to comply.
- 8) That, upon notice to the PUBLIC AUTHORITY by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor, the PUBLIC AUTHORITY shall withhold any further payments to the CONTRACTOR on this project.
- 9) The CONTRACTOR shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
- 10) The CONTRACTOR shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself and subcontractors.

E-6

11) That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid himself of any procedure or remedy available to them in Ohio Revised Code, Chapter 4115.

Date: June 29, 2023

General Contractor: Northern Asphalt, Inc.

By: [Signature]

Jeff Wenger, President

Date: 7-12-2023

Public Authority: Tuscarawas County Commissioners

[Signature]
Chairman

[Signature]
[Signature]

E-7

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

RESOLUTION (594-2023) APPROVE CONTRACT – TUS VAR PM PHASE #5 – PROJECT #3-2023

It was moved by Commissioner Ress, and seconded by Commissioner Zemis, to approve the attached contract for Aero-Mark Company to proceed with the Pavement Markings Project, Phase #5 for a total amount of \$213,213.76 as recommended by Joseph Bachman, County Engineer and approved to form by Kristine Beard, Assistant Prosecuting Attorney.

TUSCARAWAS COUNTY PROJECT #3-2023

CONTRACT

For **TUS VAR PM PHASE 5**

THIS CONTRACT, made and entered into at _____ Tuscarawas County _____, OHIO, this _____ day of _____, _____, 2023, by and between the Board of Tuscarawas County Commissioners, hereinafter called the COUNTY, and a corporation, partnership, individual or _____ known as Aero-Mark Company LLC, with an office located at _____ Streetsboro, Ohio _____ 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.

E-1

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.

E-2

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

CONTRACTOR THE AERO-MARK COMPANY LLC

Witness: Shelly Sanders

By: K.J.K

Date: 7/05/23

Title: Kevin J Krenn, Vice President

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

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS

Attest: Rhonda Jordan

By: Chris Abbuhl
(Chairman)

Date: 7-12-2023

Greg Riss
Kristin Zemis

Approved as to form and legal sufficiency

Kristine N. Beard
Tuscarawas County Prosecuting Attorney

Date: 7-11-2023

E-3

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

RESOLUTION (595-2023) APPROVE CONTRACT AND PUBLIC IMPROVEMENT AGREEMENT – REPROFILING/RESURFACING – VILLAGES OF NEWCOMERSTOWN, GNADENHUTTEN, FRONT AVE PARKING LOT AND RAY AVE PARKING LOT - PROJECT #3-2023

It was moved by Commissioner Zemis, seconded by Commissioner Riss, to approve the contract and public improvement agreement with Shelly and Sands. for Project #3-2023, Roadway Reprofiling/Resurfacing in the amount of \$213,213.76 for the Villages of Newcomerstown, Gnadenhutten, Front Ave Parking Lot and Ray Ave Parking Lot. Appointing Chris Arthurs as Prevailing Wage Coordinator. This action is taken upon recommendation of Joseph Bachman, Engineer and approved as to form by Kristine Beard, Assistant County Prosecutor.

TUSCARAWAS COUNTY PROJECT # 3-2023

CONTRACT

For: **Roadway Reprofiting / Resurfacing**

THIS CONTRACT, made and entered into at New Philadelphia, OHIO, this 12 day of July, 2023, by and between the Board of Tuscarawas County Commissioners, hereinafter called the COUNTY, and a corporation, partnership, individual or Shelly and Sands, Inc. with an office located at P. O. Box 1585, Zanesville, OH 43701, 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.

E-1

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

- (1) 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.
- (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 whom 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 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 by an employee, agent or representative of the CONTRACTOR, the CONTRACTOR will pay all associated costs of the COUNTY, as the COUNTY deems necessary, in order to defend, correct or resolve said issue or complaint.

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.

E-2

CONTRACTOR

Witness: Nancy Randolph
Date: _____

By: Jodd Young
Title: Asst. Vice President

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

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS

Attest: Rhonda Jordan
Date: 7-12-2023

By: Chris Alkhl
(Chairman)
Greg Ren
Just Gen

Approved as to form and legal sufficiency
Kristin W. Board
Tuscarawas County Prosecuting Attorney

Date: 7-11-2023

E-3

TUSCARAWAS COUNTY PROJECT # 3-2023

PUBLIC IMPROVEMENT AGREEMENT

This agreement is made as of July 12, 2023, between the Tuscarawas County Commissioners by and through the County of Tuscarawas, Ohio (hereinafter the PUBLIC AUTHORITY) and Shelly and Sands, Inc. (hereinafter the CONTRACTOR) under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with the public funds comply with Chapter 4115 of the Revised Code; and
WHEREAS, the total project cost of this project exceeds the prevailing wage threshold level, this project is hereby designated as a public improvement project; and
WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115; and
WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115, lie.

It is hereby agreed:

- 1) That the PUBLIC AUTHORITY shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
- 2) That the contract between the PUBLIC AUTHORITY and the CONTRACTOR and all his subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by this Department for this project.
- 3) That the General Contractor shall cause to be posted in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workmen and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 4115.07.
- 4) That the PUBLIC AUTHORITY shall give notice to the CONTRACTOR and the CONTRACTOR shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.

E-5

- 5) That the Public Authority shall appoint a prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the prevailing wage coordinator are incorporated herein;
 - a) Set up and maintain files containing all contractor's and subcontractor's payroll reports.
 - b) Maintain a list of pay dates.
 - c) Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor.
 - 1) If the project is to exceed four months all reports all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
 - 2) If the project is to last less than four months, all reports are to be filed weekly after the initial report.
 - d) Monitor compliance with the Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are being complied with.
 - e) At the completion of the project, the Wage Coordinator is to require an affidavit of compliance from each contractor. An affidavit must be sworn to and notarized.
 - f) The coordinator is to report any non-compliance to the Director of the Department of Industrial Relations in writing.
- 6) The PUBLIC AUTHORITY shall notify the CONTRACTOR and the CONTRACTOR shall notify each subcontractor of the identity of the Prevailing Wage Coordinator
- 7) That upon notice by the Prevailing Wage Coordinator or the Department of Industrial Relations to the CONTRACTOR of a failure by a contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (C), the CONTRACTOR shall take such steps as are necessary to cause the contractor, subcontractor or other persons to comply.
- 8) That, upon notice to the PUBLIC AUTHORITY by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor, the PUBLIC AUTHORITY shall withhold any further payments to the CONTRACTOR on this project.
- 9) The CONTRACTOR shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
- 10) The CONTRACTOR shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself and subcontractors.

E-6

- 11) That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid himself of any procedure or remedy available to them in Ohio Revised Code, Chapter 4115.

Date: _____

General Contractor: Shelly & Sands, Inc.

By: Judd Young

Date: 7-12-2023

Public Authority: Tuscarawas County Commissioners

Chris Abbuhl

Chairman

Greg R. Res

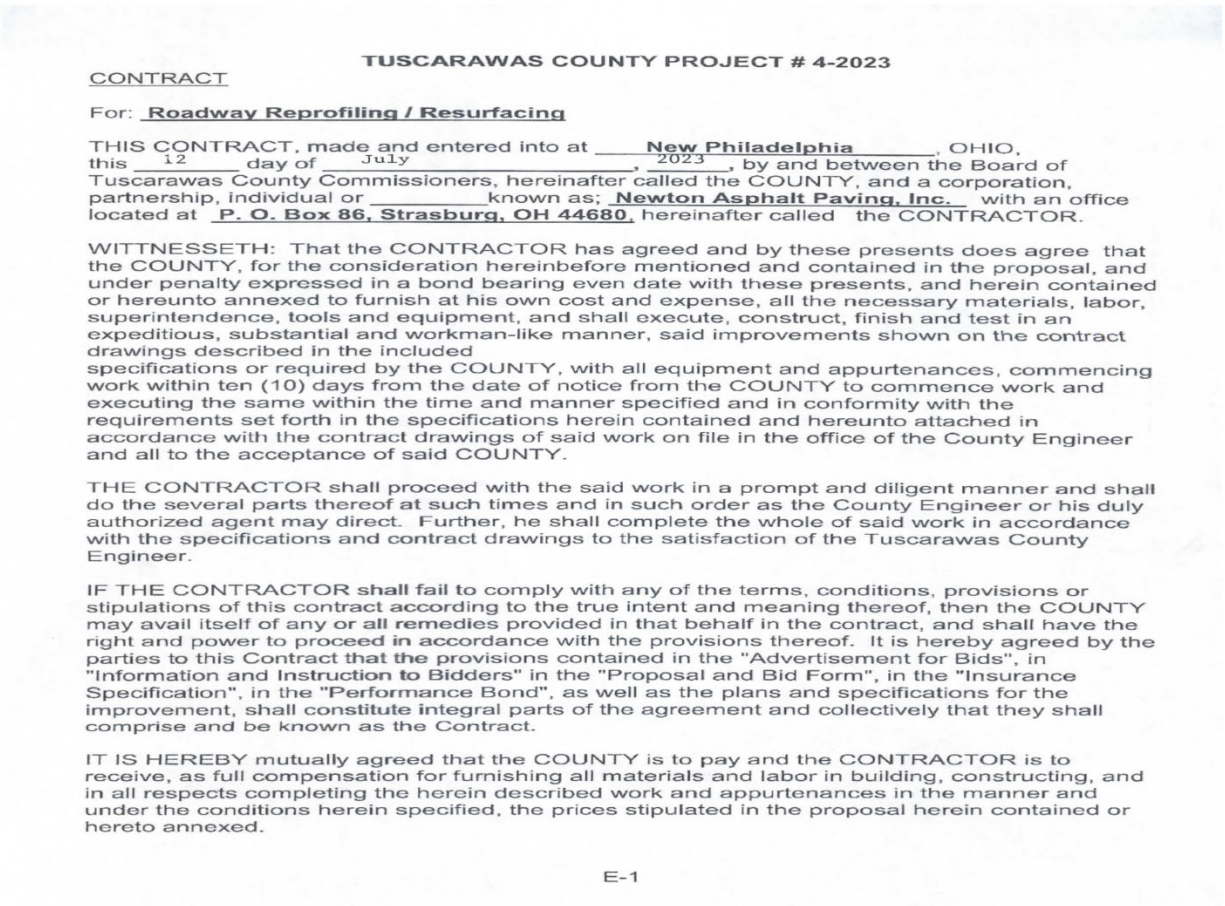
Kristin Zemis

E-7

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg R. Res, yes;

RESOLUTION (596-2023) APPROVE CONTRACT AND PUBLIC IMPROVEMENT AGREEMENT – REPROFILING/RESURFACING – VILLAGE OF BOLIVAR - PROJECT #4-2023

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the contract and public improvement agreement with Newton Asphalt Paving, Inc for Project #4-2023, Roadway Reprofiling/Resurfacing in the amount of \$820,587.50. Appointing Chris Arthurs as Prevailing Wage Coordinator. This action is taken upon recommendation of Joseph Bachman, Engineer and approved as to form by Kristine Beard, Assistant County Prosecutor.



TUSCARAWAS COUNTY PROJECT # 4-2023

CONTRACT

For: **Roadway Reprofiling / Resurfacing**

THIS CONTRACT, made and entered into at New Philadelphia, OHIO, this 12 day of July, 2023, by and between the Board of Tuscarawas County Commissioners, hereinafter called the COUNTY, and a corporation, partnership, individual or _____ known as: **Newton Asphalt Paving, Inc.** with an office located at P. O. Box 86, Strasburg, OH 44680, 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.

E-1

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

- (1) 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.
- (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 whom 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 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 by an employee, agent or representative of the CONTRACTOR, the CONTRACTOR will pay all associated costs of the COUNTY, as the COUNTY deems necessary, in order to defend, correct or resolve said issue or complaint.

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.

E-2

CONTRACTOR

Witness: Gregory Krasner

By: Jeff P. Davis

Date: _____

Title: PRESIDENT

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

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS

Attest: Rhonda Jordan

By: Chris Alford
(Chairman)

Date: 7-12-2023

Sean Ryan
Kush Zeno

Approved as to form and legal sufficiency

Kristen M. Beard
Tuscarawas County Prosecuting Attorney

Date: 7-11-2023

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TUSCARAWAS COUNTY PROJECT # 4-2023

PUBLIC IMPROVEMENT AGREEMENT

This agreement is made as of July 12, 2023, between the Tuscarawas County Commissioners by and through the County of Tuscarawas, Ohio (hereinafter the PUBLIC AUTHORITY) and Newton Asphalt Paving, Inc. (hereinafter the CONTRACTOR) under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with the public funds comply with Chapter 4115 of the Revised Code; and WHEREAS, the total project cost of this project exceeds the prevailing wage threshold level, this project is hereby designated as a public improvement project; and WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115; and WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115, lie.

It is hereby agreed:

- 1) That the PUBLIC AUTHORITY shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
- 2) That the contract between the PUBLIC AUTHORITY and the CONTRACTOR and all his subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by this Department for this project.
- 3) That the General Contractor shall cause to be posted in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workmen and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 4115.07.
- 4) That the PUBLIC AUTHORITY shall give notice to the CONTRACTOR and the CONTRACTOR shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.

E-5

- 5) That the Public Authority shall appoint a prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the prevailing wage coordinator are incorporated herein;
 - a) Set up and maintain files containing all contractor's and subcontractor's payroll reports.
 - b) Maintain a list of pay dates.
 - c) Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor.
 - 1) If the project is to exceed four months all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
 - 2) If the project is to last less than four months, all reports are to be filed weekly after the initial report.
 - d) Monitor compliance with the Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are being complied with.
 - e) At the completion of the project, the Wage Coordinator is to require an affidavit of compliance from each contractor. An affidavit must be sworn to and notarized.
 - f) The coordinator is to report any non-compliance to the Director of the Department of Industrial Relations in writing.
- 6) The PUBLIC AUTHORITY shall notify the CONTRACTOR and the CONTRACTOR shall notify each subcontractor of the identity of the Prevailing Wage Coordinator
- 7) That upon notice by the Prevailing Wage Coordinator or the Department of Industrial Relations to the CONTRACTOR of a failure by a contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (C), the CONTRACTOR shall take such steps as are necessary to cause the contractor, subcontractor or other persons to comply.
- 8) That, upon notice to the PUBLIC AUTHORITY by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor, the PUBLIC AUTHORITY shall withhold any further payments to the CONTRACTOR on this project.
- 9) The CONTRACTOR shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
- 10) The CONTRACTOR shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself and subcontractors.

E-6

- 11) That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid himself of any procedure or remedy available to them in Ohio Revised Code, Chapter 4115.

Date: _____

General Contractor: NEWTON ASPHALT PAVING, INC.

By: *Greg R. Res*

Date: 7-12-2023

Public Authority: Tuscarawas County Commissioners

Chris Abbuhl
Chairman

Greg Res
Kristin Zemis

E-7

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

RESOLUTION (597-2023)

PAY BILLS

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

Meeting Date - July 12, 2023

American Rescue Plan Act

Tusc Co Convention & Visitors Bureau	Tourism/Reimb CVB	\$3,821.42	
			\$3,821.42

Clerk of Courts

Blooms Printing & Design	Supplies	\$275.00	
Information Technology	Supplies	\$197.45	
Information Technology	Supplies	\$350.56	
VEIT	Service	\$709.63	
Xerox	Service	\$26.07	
			\$1,558.71

Commissioners

BA Widder Architectural Services	Services/New Maint Bldg	\$733.08	
BA Widder Architectural Services	Services/C H Sheriff Station	\$5,666.47	
City of NP Wtr Office	Services	\$205.70	
City of NP Wtr Office	Services	\$361.00	
City of NP Wtr Office	Services	\$63.75	
City of NP Wtr Office	Services	\$217.15	
Don Ackerman	Apiary Services	\$366.00	
Douglas Sexton, Spare Key Locksmith	Services	\$81.25	
Frontier	Services	\$50.06	
Go Shred	Services	\$293.00	
Lowes Business Accounty/SYNCB	Supplies	\$216.88	
ManCan	Services	\$311.76	
ManCan	Services	\$687.44	
Mastercard	Travel Reimbursement	\$40.00	
MNJ Technologies	Equipment Upgrade/IT	\$128.00	
MNJ Technologies	Equipment/Prosecutors	\$804.00	
MNJ Technologies	Equipment/Prosecutors	\$2,010.00	
Tusc Co Treasurer	Fuel	\$203.67	
			\$12,439.21

Coroner

Axis Forensic Toxicology	Services	\$392.00	
Axis Forensic Toxicology	Services	\$717.00	
Catherine S Clarke	Travel Reimbursement	\$324.00	
Cuyahoga Co Medical Examiner	Services	\$2,000.00	
Rachel Fetty	Travel Reimbursement	\$49.20	
Staples	Supplies	\$160.96	
Tusc Co Health Dist	Fax Line	\$19.27	
			\$3,662.43

Dog & Kennel

Humble Creatures Vet Clinic	Services	\$273.00	
NP Water Dept	Services	\$112.04	
Parkway Auto Group	Service	\$79.13	
Tusc Co Sheriff	Fuel	\$523.84	
			\$988.01

EMA

Tusc Co Sheriff	Fuel	\$38.00	
			\$38.00

Engineer

Asphalt Materials Inc	Material	\$28,991.53	
Hot Mix Technical Services LLC	Asphalt Testing	\$4,255.00	

NP Water Dept	Service	\$317.65	
Precision Repair Services Inc	Repairs	\$555.64	
Sidewell Materials Inc	Material	\$2,139.14	
Starlight Enterprises	Services	\$424.00	
Twin City Automotive	Parts	\$625.70	
Yoder Small Engines	Parts	\$681.20	
			\$37,989.86
Human Resources			
CUA Refinishing Co	Repair	\$4,574.50	
Information Technology	Supplies	\$76.89	
Krugliak Wilkins & Dougherty	Services	\$32.50	
Krugliak Wilkins & Dougherty	Services	\$118.63	
Krugliak Wilkins & Dougherty	Services	\$2,000.00	
Krugliak Wilkins & Dougherty	Services	\$497.37	
			\$7,299.89
JFS			
Amazon Capital Services	Ohio Start	\$309.96	
Binti Inc	Placement Fees	\$15,450.00	
Blended Family Health Care Services	Rent/Utilities	\$630.00	
Caring For Kids Inc	Boarding Home - Respite	\$300.00	
Elizabeth Benedetto	FC Meal	\$4.42	
Eric & Tina Kochte	Transportation	\$91.20	
Forensic Fluids Laboratories	Services	\$57.00	
Guidestone	Ohio Start	\$3,158.71	
Helblings Supply Inc	Workforce Grant	\$6,144.81	
Nicole Kadri	Transportation	\$92.04	
Superfleet Mastercard Program	Gas Vouchers	\$237.35	
			\$26,475.49
Juvenile/Probate			
Com Doc	Copier Contract	\$5.97	
Information Technology	Supplies	\$500.00	
Information Technology	Supplies	\$244.83	
Information Technology	Supplies	\$952.48	
Information Technology	Supplies	\$410.73	
Interpreters XP LLC	Services	\$520.00	
Verizon	Service	\$195.04	
			\$2,829.05
Sheriff			
Agile Networks	Service	\$1,240.00	
Arney Automotive LLC	Repairs	\$3,830.82	
Blooms Printing & Design	Supplies	\$69.00	
Culligan	Repair	\$155.99	
Diamond Drugs Inc	Supplies	\$5,027.68	
Dutch Creek Foods	Supplies	\$7,776.61	
Elite Tire Dover Inc	Repairs	\$1,652.00	
G & L Supply	Supplies	\$42.34	
Information Technology	Supplies	\$178.89	
Language Line Services	Services	\$168.33	
MNJ Technologies	Supplies	\$2,140.00	
Model Uniforms	Services	\$125.00	
New Phila Police Dept	Detail Labor Fee	\$910.97	
New Phila Water Dept	Services	\$2,688.90	
New Phildadelphia Fire Dept	Services	\$182.00	
New Phildadelphia Fire Dept	Services	\$182.00	
Nickles Bakery	Supplies	\$682.08	
Oak Pointe Veterinary Care	Services	\$534.78	
Rosenberry Towing Service	Services	\$214.00	

