

November 2, 2022

Agenda

*Lord's Prayer
Pledge of Allegiance*

*1:15 pm Bid Opening – Project #6-2022 – TUS CR 82-3.40 – Intersection Reconstruction – Engineer
1:30 pm Bid Opening – Project ID# SV-21-01 – Sandyville Pump Station #3 – Renovation Project –
Water & Sewer*

Suspend Minutes – 10/31/22

Approve Supplemental Appropriation (2)

Approve Transfer of Funds (1)

Declare Obsolete – Office Furniture – Clerk of Courts

Agreement – Legal Services – Commissioners

Approve Allocations – Local Fiscal Recovery Fund – Trumpet in the Land

Amend Resolution (731-2022) – Authorize Advertisement Norma Johnson Center & Brandywine
Projects- ECOD

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION
WEDNESDAY, THE 2ND DAY OF NOVEMBER, 2022 WITH THE FOLLOWING MEMBERS
PRESENT:

Chris Abbuhl
Kerry Metzger

Commissioner Chris Abbuhl presiding.

NOTE: Commissioner Al Landis was absent.

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

RESOLUTION (937-2022) SUSPEND THE READING OF THE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to suspend the reading of the minutes of the October 31, 2022 meeting.

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

RESOLUTION (938-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer	E-1300-P300-P16	E-1300-P000-P08	\$24,958.00	Cover the remaining needed amount for the Feasibility Study for the Village of Baltic (Dynotech)
Water & Sewer	E-1310-P000-P34	E-1310-P000-P19	\$1,100.00	Cover equipment purchases (various vendors = USA Bluebook, Lowe's)

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

RESOLUTION (939-2022) TRANSFER OF FUNDS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Common Pleas Court	E-0120-A002-B03	E-0120-A002-B04	\$25.50	Magistrate's office chairs

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

RESOLUTION (940-2022) OBSOLETE PROPERTY – OFFICE FURNITURE – CLERK OF COURTS

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

The items will be disposed of in accordance to ORC.

ID# 3218	Chair	Replaced	Recycle
3219	Chair	Replaced	Recycle
3220	Chair	Replaced	Recycle
4028	Desk	Replaced	Recycle

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

RESOLUTION (941-2022) AGREEMENT – LEGAL SERVICES – TUSCARAWAS COUNTY BOARD OF COMMISSIONERS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to enter into the following fee agreement for legal services with Zashin & Rich Co., L.P.A., as directed by the Board of Commissioners, including representation in Tuscarawas County's withdrawal from the Multi-County Juvenile Attention System as recommended by Prosecutor, Ryan Styer; and authorize the President or Vice-President of the Board of Commissioners to sign any necessary documentation regarding this matter.



JONATHAN J. DOWNES
OSBA Certified Specialist in
Labor and Employment Law
jjd@zrlaw.com

October 31, 2022

Tuscarawas County Commissioners
Attn: Rhonda Jordan
125 E. High Street
New Philadelphia, Ohio 44663

Re: Tuscarawas County Commissioners - General
Matter Number: 2829-15-08

Dear Rhonda:

We are pleased to have the opportunity to advise and represent the Tuscarawas County Commissioners in labor and employment law matters and other matters as directed. Thank you for allowing us to serve your interests.

The terms of this engagement letter and the attached Standard Terms of Engagement will govern our representation. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Standard Terms of Engagement will apply to matters directed and to which we agree to undertake on your behalf.

Our fees will be based on the time devoted by each attorney, law clerk, paralegal, and other legal assistants at their respective hourly rates in effect at the time the services are performed. The hourly rates, which are subject to periodic review and adjustment, are based on such considerations as the skill required to perform the services, the likelihood that the acceptance of the engagements will preclude other engagements by the firm or the lawyers in question, the experience, and the reputation and ability of the lawyers performing the services. Our attorney current hourly rate is \$215 per hour and \$110 for paralegals, clerks, and other legal assistants.

In addition to our fees, we charge for disbursements and other charges incurred in performing services as more particularly described in the Standard Terms of Engagement. Fees, disbursements, and other charges will be billed monthly. Please review the terms of this engagement letter carefully, as well as the terms set forth in the Standard Terms of Engagement.

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If you have any questions, please give us a prompt call. Unless we hear from you in writing to the contrary, we will assume you have agreed to the terms of this engagement letter.

On behalf of Zashin & Rich Co., L.P.A., I thank you for the privilege of representing you and look forward to serving your interests.

Very truly yours,

ZASHIN & RICH CO., L.P.A.

s/ Jonathan J. Downes

Jonathan J. Downes

Accepted for Tuscarawas County Commissioners


Signature

Print Name: Chris Abbuhl

Date: 11/2/2022

JJD/rcr
Enclosure(s)



STANDARD TERMS OF ENGAGEMENT

This is a supplement to our engagement letter dated October 31, 2022. The purpose of this document is to set out additional terms of our agreement to provide legal services. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter for your records.

Scope of Representation

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. In retaining us, you recognize that all legal matters involve risks. We cannot and have not made any promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Upon accepting this engagement on your behalf, we agree to do the following: 1) provide legal counsel in accordance with these terms of engagement in reliance upon information and guidance provided by you; and 2) keep you reasonably informed about the status and progress of the matters we are handling for you.

To enable us to provide effective representation, you agree to do the following: 1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; 2) keep us apprised on a timely basis of all developments relating to the matters we are handling for you that are or might be material; 3) attend meetings, conferences, and other proceedings when it is reasonable for you to do so, and where it may be required by a court or other tribunal; and 4) otherwise cooperate fully with us.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

It is our further policy that our representation is limited to performance of the services described in the engagement letter and does not include representation of you or your interests in any other matter.

After the completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. We always strive to keep our clients updated on matters on which we have been retained. However, unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

If, during the course of our engagement, we send you a letter or other written communication advising you about a Federal tax issue, you may notice a statement toward the end saying that our advice may not be

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relied upon for the purpose of avoiding penalties that may be imposed. (That legend will appear on every e-mail or fax that we send even if there is no tax issue involved.) This does not mean that we have not carefully considered the advice we sent to you. Rather, it is intended to enable us to render that advice in a cost efficient manner. Rules recently adopted by the Treasury Department require that in the absence of such a legend, any tax advice must be given only in a full-blown, formal legal opinion. Like all law firms, if we were to issue a formal opinion, we would need to follow certain prescribed procedures. In most cases, the cost to our clients would exceed the value received if we were to follow those procedures. In any case where we think that a formal opinion may be appropriate, we will discuss the matter with you.

When We Bill

We will send you a bill each month for the services performed during the previous month. This bill will also include out-of-pocket expenses. These are described below.

We want our clients to be satisfied with both the quality and cost of our services. We encourage our clients to discuss with us any questions relating to fees for our services. We will make every effort to provide you with bills in a format that meets your needs.

How Fees Will Be Set

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of one tenth of any hour.

The hourly rates of our lawyers are adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other factors. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation.

Retainers

If we have agreed to a retainer, it is further agreed that we have a security interest in that deposit. Retainers are usually considered to be unearned advances. They are placed into trust accounts, usually in pooled interest-bearing trust accounts governed by rules adopted by the bar associations in the jurisdictions in which we practice. All accruing interest is paid to a charitable fund established by those bar associations. The need to replenish the retainer is a condition of our continued work and is set forth in the Engagement Letter itself.

Disbursements and Other Charges

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, courts costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to

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adjust the amount we charge at any time or from time to time, and the charge will approximate our cost. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.

Payment of Invoices

Our invoices are payable within 30 days of receipt. If a bill remains unpaid past the due date, the firm may discontinue services. If we represent you in a pending litigation, we may seek to withdraw as your counsel.

Conflicts of Interest

It is unavoidable that from time-to-time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these situations, we are required, if we are authorized to do so, to disclose the conflicts to our clients, former clients, and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed. We wish to confirm that you agree that you will promptly and in good faith consider our requests for consent.

Termination

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the representation (a) with your consent, (b) for good cause, or (c) for any other reason permitted or required by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fees and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

Record Retention

At the conclusion of a matter we often undertake to review the file and discard extra copies of documents. We then send the balance of the file on that matter to an off-site facility for storage at our expense, unless a client requests us to deliver the file to it. To minimize the file storage expense, we reserve the right, subject to your contrary direction, to retain files for only ten years and to destroy all older files to the extent practicable; provided that we use our reasonable efforts to review old files and retain original legal instruments such as notes, leases, mortgages, deeds, stock certificates, marital equitable distribution

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agreements and other items of obvious value. If you wish to handle the disposition of files in a different manner, please let us know. Otherwise, we will proceed as set forth above.

Communications and Confidentiality

During our representation of you, we have a duty to preserve the confidentiality of our communications with you and other information relating to the representation. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in representing you.

Marketing Matters

Our firm has a public web site that may identify some of our clients and publicly disclosed transactions and other legal matters we have handled. In addition, we develop various marketing, advertising, and informational materials from time to time that contain similar information. You agree that we may publicly identify you as a client of Zashin & Rich Co., L.P.A.

Insurance

You agree to immediately determine whether insurance coverage is or may be available with respect to the subject matter of the engagement and to promptly provide notice to any insurer that may provide coverage. If an insurer pays any portion of our charges, you agree that you will remain responsible for payment of any amounts billed by us but not paid by the insurer, unless we have agreed otherwise in writing.

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

RESOLUTION (942-2022) APPROVE ALLOCATIONS – LOCAL FISCAL RECOVERY FUND

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following allocations from the Local Fiscal Recovery Fund:

Aid to Impacted Industries– These expenses are eligible expenditures that fall under the category Section 2 specifically 2.35 (Aid to Tourism, Travel or Hospitality)

1. Ohio Outdoor Historical Drama Association, dba Trumpet in the Land
 - a. Lighting Repair - \$9,999

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

RESOLUTION (943-2022) AMEND RESOLUTION (731-2022) – AUTHORIZE ADVERTISEMENT/PROCUREMENT – ARCHITECTURAL/ENGINEERING SERVICES – NORMA JOHNSON CENTER RED BARN PHASE 1 AND BRANDYWINE CENTER PROJECTS

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to amend Resolution (731-2022) Authorizing Advertisement/Procurement for Architectural/Engineering Services for the Norma Johnson Center Red Barn Phase 1 and Brandywine Center Projects that will be funded by the American Recovery Plan Act of 2021 due to the date change from September 19, 2022 to November 21, 2022 in the advertisement.

PUBLIC ANNOUNCEMENT

The Tuscarawas County Board of Commissioners intends to contract for Architectural/Engineering services in connection with the design and construction of the renovation/reconstruction of two County-owned buildings. Project A is for the Norma Johnson Center Red Barn Project Phase 1 (Safety and Preservation Improvements to the Building) located at 3645 Conservation Drive NW, Dover, OH 44622. Project B is for the Brandywine Center Project (renovation/remodeling and improvements to the building) located at 4820 Old Route #39 NW, Dover OH 44622. Architectural/Engineering firms that are interested in a contract to provide the required services must reply with a statement of qualifications no later than **4:00 P.M. on Monday, November 21, 2022**. Statements received after the deadline will not be considered.

Statements of qualifications should include information regarding the firm's history, education and experience of the owner's & key technical personnel; the technical expertise of the firm's current staff; the firm's experience in designing similar projects; *the firm's experience in working with Federally funded projects; availability of staff; the firm's equipment & facilities; references; and any previous work performed for the Tuscarawas County Board of Commissioners. A more extensive scope of services and the evaluation criteria that will be utilized by the County in our review of all responses will be made available upon request.

Three Copies of a "Statement of Qualifications package" should be submitted to the Tuscarawas County Office of Community & Economic Development, 125 East High Avenue, Room 212, New Philadelphia, Ohio 44663 prior to the deadline.

Responding firms will be evaluated and ranked in order of their qualifications. Following this evaluation, the Tuscarawas County Board of Commissioners will enter into negotiations with the most responsive and qualified firm. A "Statement or Letter of Interest" based on prior "Statement of Qualifications" package submittals will not be accepted.

The preliminary project descriptions are as follows:

Project Category:

Project A-The Norma Johnson Center Red Barn Project = Project will address both safety and preservation needs at the Barn. Project must 1.) Address safety concerns and ensure the longevity of the structure. 2.) Correct the building lean and repair corner posts. 3.) Seal the structure from animal, insect and water penetrations. 4.) Replace flooring as needed (sand and seal to prevent trip hazards). 5.) Remove any non-original or incorrect "fixes" from the structure. 6.) Create ADA approved access to the structure. 7.) Add a finished concrete floor to the lower-level.

Project B-The Brandywine Center Project = Project will renovate and remodel the current building to facilitate the following changes: 1.) Building needs to be ADA compliant (for use by County employees and the general public). 2.) Office Space in the building needs to accommodate approximately 5 staff people and on an intermittent basis meeting space for up to 20 visitors-may be somewhat open concept but with distinctly defined areas. 3.) There should be a small ADA Compliant restroom added to the first-floor. 4.) The building's main entrance needs to be revised and the front addition that is in the ROW needs to be removed. 5.) Replacement of existing windows and the addition of more windows should be considered. 6.) Heating and cooling options need addressed. 7.) A small kitchenette/serving kitchen should be added to the main level (sink, refrigerator, microwave, toaster oven, coffee maker, etc...). 7.) Electrical and lighting modifications/upgrades. 8.) Lower-level restroom renovations ADA compliance. 9.) Replacement of lower steps and installation of a chair-lift. 10.) Pour cement flooring in crawl space. 11.) Interior drywall and trim addressed. 12.) Replace drop-in ceiling where necessary. 13.) Provide opinion of probable costs for an exterior re-fresh and a new water well.

Description: Architectural/Engineering, Design, Inspection & Construction oversight of the new County facilities projects.

Total Project Budget (Including studies, design, construction, etc.) by project: Project A and Project B).

Source(s) of Funding: (ARPA) American Rescue Plan Act of 2021.

Projects Schedules:

Anticipated dates for design startup/completion = October – December 2022/ January 2023

Anticipated dates for construction/completion = April 2023/November 2023

Special Requirements or Restrictions:

*Please be aware that this will be an ARPA funded project and all applicable federal or state regulations for this type of project will apply.

A committee consisting of at least three qualified individuals will review all proposals:

Tuscarawas County is an Equal Opportunity/Affirmative Action Employer.

Published by Order of the Tuscarawas County Board of Commissioners

Attest: Rhonda Jordan, Clerk of the Board

Publish Date: November 7, 2022

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

RESOLUTION (944-2022) PAY BILLS

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

Meeting Date - November 2, 2022

911

Agile Networks	Service	\$1,240.00	
Ohio State Highway Patrol	LEADS Access Fee	\$600.00	
			\$1,840.00
Auditor			
OH Gov Finance Officers Assoc	Membership Dues	\$140.00	
			\$140.00

Child Support

Lisa Contini	Travel Reimbursement	\$129.60	
	Reimbursement/Supplies		
Lisa Contini		\$57.96	
OH CSEA Director's Assoc	Annual Dues	\$6,255.00	
Staples Business	Supplies	\$148.42	
OH CSEA Director's Assoc	Conference Fee	\$625.00	
Erin Espenschied	Travel Reimbursement	\$196.57	
Dominion Energy Ohio	Gas Utility	\$274.10	
Michelle Hostetler	Travel Reimbursement	\$49.28	
Kerian Meehan	Travel Reimbursement	\$43.23	
Tusc Co Clerk of Courts	IV-D Contract	\$235.04	
Julie Danner	Travel Reimbursement	\$190.08	
			\$8,204.28

Commissioners

Jimmy S. Hitchcock	Humane Agent Salary	\$500.00	
Sherwin Williams	Supplies	\$65.91	
G & L Supply	Supplies	\$191.78	
ODP Business Solutions, LLC	Supplies	\$9.19	
Coon Restoration	Repair	\$13,125.00	
Brandywine Valley Development	Royalty Sharing	\$166.25	
			\$14,058.13

Common Pleas

Theresa Wolf	Service	\$40.00	
Theresa Wolf	Service	\$40.38	
			\$80.38

Dog & Kennel

Humble Creatures Vet Clinic	Medical Treatment	\$270.00	
Verizon Wireless	Services	\$35.10	
			\$305.10

Engineer

Dominion Energy Ohio	Gas Utility	\$533.16	
Millersburg Tire	Repair	\$290.00	
Joe Bachman	Travel Reimbursement	\$327.90	
Joe Bachman	Travel Reimbursement	\$832.26	
AEP	Electric Utility	\$2,025.07	
Lowes	Supplies	\$36.46	
Triple R Trailer Sales	Supplies	\$2,608.73	
Triple R Trailer Sales	Repairs/Parts	\$929.06	
Calibration Services	Inspection	\$450.00	
Advance Auto Parts	Repairs/Parts	\$25.69	
Summers Rubber Co	Repairs/Parts	\$209.40	
Hot Mix Technical Services	Testing	\$500.00	
Stony Point Supply	Supplies	\$1,419.45	
			\$10,187.18

Human Resources

Harris Local Government	License	\$43.15	
Harris Local Government	License	\$150.12	
Staples Business Advantage	Supplies	\$51.61	
William Lang, Attorney LLC	Service	\$10,342.50	
Martin's Mobile Glass	Windshield Replacement	\$269.00	
Martin's Mobile Glass	Windshield Replacement	\$500.00	
Martin's Mobile Glass	Windshield Replacement	\$250.00	
			\$11,606.38

JFS

Vicki Kinsey	PRC/Rent	\$442.00	
Vicki Kinsey	PRC/Rent	\$1,326.00	
Lona Arnold	PRC/Rent	\$442.00	
Monique Bailey/ET AL	AA & SAMS	\$17,396.51	

\$19,606.51

Probate/Juvenile

Xerox	Copier Lease	\$14.64	
Xerox	Copier Lease	\$14.64	
Xerox	Copier Lease	\$14.64	

\$43.92

Sheriff

Wells Fargo Financial Leasing	Copier Lease	\$96.80	
Staples	Supplies	\$114.79	
Oak Pointe Veterinary Care	K9 Treatment	\$44.20	
Jones Family Dentistry	Inmate Treatment	\$215.00	
Lowes	Supplies	\$130.04	
Silco Fire & Security	Repair	\$929.50	
Sysco Food Services-Cleveland	Supplies	\$16.04	
Dominion Energy	Gas Utility	\$3,012.04	
Bob's Mowing & Landscaping	Service	\$800.00	

\$5,358.41

Treasurer

Tusc Co Clerk of Courts	Court Costs	\$744.53	
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\$744.53

Water & Sewer

Treasurer, State of Ohio	Sludge Fee	\$440.00	
Fastenal	Supplies	\$69.19	
Fastenal	Supplies	\$768.92	
Troy Pantilis	Services	\$320.00	
Mission Communications	Services	\$1,522.20	
Tusc Co Commissioners	Krizman Property Pymnt	\$1,293.95	
Tusc Co Commissioners	Bldg Payment	\$3,076.25	
Tusc Co Commissioners	Krizman Int Pymnt	\$107.72	
Frontier	Services	\$66.92	
Frontier	Services	\$55.06	
AEP	Electric Utility	\$34.35	
AEP	Electric Utility	\$351.57	
Charter Communications (Spectrum)	Internet Service	\$99.99	
World Fuel Services	Fuel	\$3,178.53	
World Fuel Services	Fuel	\$2,195.28	

\$13,579.93

**GRAND
TOTAL \$85,754.75**

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

RESOLUTION (945-2022) RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess at 1:08 p.m., until 1:15 p.m. for the purpose of Project #6-2022 – TUS CR 82-3.40 Intersection Reconstruction Project bid opening.

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

Commissioner Abbuhl called the meeting out of recess at 1:15 p.m. and back into Regular Session, for the purpose of the Project #6-2022 – TUS CR 82-3.40 Intersection Reconstruction Project bid opening.

RESOLUTION (946-2022) ADVISEMENT – BIDS – PROJECT #6-2022 – TUS CR 82-3.40 INTERSECTION RECONSTRUCTION - ENGINEER

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to take the following bids under advisement, Project #6-2022 TUS CR 82-3.40 Intersection Reconstruction, as publicly opened and read aloud by Genaro DeMonte, Assistant Engineer.

**BID TABULATION
NOVEMBER 2, 2022 @ 1:15 p.m.**

**INTERSECTION RECONSTRUCTION
Project #6-2022 TUS CR 82-3.40
ENGINEER'S ESTIMATE \$760,000**

Bidder	Amount	Bond
Eclipse Co	\$880,090.00	
Stanley Miller Construction	\$849,165.69	
Shelly & Sands, Inc	\$664,191.40	
Tucson, Inc	\$667,725.07	
Alan Stone Company, Inc	\$798,015.10	
Beaver Excavating Co	\$806,534.20	
J Miller & Son Excavating, Ltd	\$701,535.00	
Grassbaugh LLC	\$835,963.81	

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

RESOLUTION (947-2022) RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to recess at 1:19 p.m., until 1:30 p.m. for the purpose of Project ID# SV-21-01 Sandyville Pump Station #3 Renovation Project bid opening.

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

Commissioner Abbuhl called the meeting out of recess at 1:30 p.m. and back into Regular Session, for the purpose of the Project ID# SV-21-01 Sandyville Pump Station #3 Renovation Project bid opening.

RESOLUTION (948-2022) ADVISEMENT – BIDS – PROJECT ID# SV-21-01 – SANDYVILLE PUMP STATION #3 RENOVATION PROJECT – WATER & SEWER

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to take the following bids under advisement, Project ID# SV-21-01 Sandyville Pump Station #3 Renovation Project, as publicly opened and read aloud by Michael Jones, Sanitary Engineer.

BID TABULATION
NOVEMBER 2, 2022 @ 1:30 p.m.

SANDYVILLE PUMP STATION #3 RENOVATION
Project ID# SV-21-01
ENGINEER'S ESTIMATE \$332,350

Bidder	Amount	Bond
S.E.T., Inc.	\$324,210.00	100%
Stanley Miller Construction	\$296,005.00	100%

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

RESOLUTION (949-2022) ADJOURN

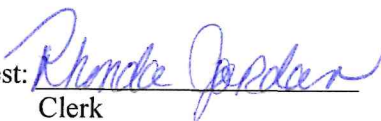
It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 1:32 p.m. to meet in Regular session Wednesday, the 9th day of November, 2022.

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

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


 Chris Abbuhl


 Kerry Metzger

Attest: 
 Clerk