

February 1, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (1)

Approve Out of County Travel – Clerk of Courts

Approve Out of County Travel – Water & Sewer

Approve Out of County Travel – EMA (3)

Approve ARPA Grant – Recorder

Approve Advertisement – Wilkshire Hills Water System Improvements

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 1st DAY OF FEBRUARY, 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 (105-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the minutes from the January 30, 2023 meeting as written.

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

RESOLUTION (106-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Public Children Services Association	JFS	\$2,575.00

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

RESOLUTION (107-2023) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Auditor's Office	E-1380-Q099-Q20	E-1380-Q099-Q01	\$264,247.17	Record budgetary activity for OPWC CU29Y (Waterworks Hill road Slip Repair) to Beaver Excavating in amount of \$264,247.17 paid 1/9/23 – Disbursements are made directly by OPWC to Vendors – County is required to budget for this activity and reflect it on the financial records

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

RESOLUTION (108-2023) OUT OF COUNTY TRAVEL – CLERK OF COURTS - STEPHEN

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: February 14 – 15, 2023
LOCATION: Columbus
ATTENDEES: Jeanne Stephen
USING COUNTY VEHICLE: unknown
EXPENSE: Approximately \$ 262.57 – Hotel & Mileage
REASON: OCCA meetings and Legislative Reception

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

RESOLUTION (109-2023) OUT OF COUNTY TRAVEL – WATER & SEWER

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following travel request as submitted by Michael Jones, Sanitary Engineer:

DATE: March 9, 2023
LOCATION: Columbus
ATTENDEES: Justin Angel
USING COUNTY VEHICLE: No
EXPENSE: Approximately \$0.00
REASON: Continuing Education Hours

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

RESOLUTION (110-2023) OUT OF COUNTY TRAVEL – EMA

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

DATE: February 10, 2023
LOCATION: Ohio State University
ATTENDEES: Alex McCarthy
USING COUNTY VEHICLE: No
EXPENSE: \$0.00

REASON: OSU Weather, Water & Climate Symposium put on by the Meteorology Program at OSU. This includes speakers from the National Weather Service, researchers and Emergency Management professionals to talk about new topics in weather preparedness and forecasting

DATE: February 15 - 16, 2023
LOCATION: Franklin County EMA
ATTENDEES: Alex McCarthy
USING COUNTY VEHICLE: No
EXPENSE: \$100.00 = Meals

REASON: The "Critical Decision Making for Complex Coordinated Attacks" class being hosted by the Franklin County EMA Office

DATE: March 7, 2023
LOCATION: Columbus
ATTENDEES: Alex McCarthy , Noah Porter & Jennifer James
USING COUNTY VEHICLE: Yes (250 miles round trip)
EXPENSE: \$300.00

Alex McCarthy registration - \$100
Noah Porter Registration - \$100
Jenn James Registration - \$100

REASON: Emergency Management Association of Ohio puts on an annual winter symposium and legislative day at the Statehouse. I am requesting permission for our staff to attend this event

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

Discussion: *Commissioner Abbuhl stated Alex does a great job as far as keeping educated on things that relate to EMA and he has been a great director. He has built good rapport with other EMA's across the state, and this is good for Tuscarawas County.*

RESOLUTION (111-2023) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – TUSCARAWAS COUNTY RECORDER

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the Tuscarawas County Recorder in the amount of \$400,000.00:

INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE AMERICAN RESCUE PLAN ACT FUNDS ("Agreement") is made and entered into between, **TUSCARAWAS COUNTY BOARD OF COMMISSIONERS, OHIO**, a local government entity in and of the State of Ohio ("County"), and the **TUSCARAWAS COUNTY RECORDER**, a department of the County ("Recipient Department"). Recipient Department is sometimes individually referred to as "Party" and collectively as "Parties."

WITNESSETH THAT:

WHEREAS, The County is the recipient of Seventeen Million Eight Hundred Sixty-Seven Thousand Three Hundred Ninety-Six Dollars and Zero Cents (\$17,867,396.00) in funding pursuant to the American Rescue Plan Act of 2021 ("ARPA"); and,

WHEREAS, In conjunction with the American Rescue Plan Act, the County desires to award grant funding, to the Recipient Department to assist with remediating the implications of COVID-19 on Tuscarawas County; and,

WHEREAS, Department Recipient applied for and has been awarded a Tuscarawas County Rescue Plan Grant ("County Grant") in the amount of Four Hundred Thousand Dollars and Zero Cents. (\$400,000); and,

WHEREAS, The County believes it is in its best interest to award Recipient Department a County Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, County and Department Recipient agree as follows:

ARTICLE 1. RECIPIENT DEPARTMENT.
Tuscarawas County Recorder.

ARTICLE 2. PROJECT CONSULTANT.
The County shall assign a project consultant (the "Project Consultant") to Department Recipient. The Project Consultant shall act as Recipient Department's contact at the County and Department Recipient shall contact the Project Consultant with any questions regarding the County Grant, Eligible Expenditures, Ineligible Expenditures, reports, financial information, document retention, and any and all concerns, questions, or comments regarding this Agreement. The Project Consultant will coordinate with the County's internal team to resolve Recipient Departments questions or concerns in a reasonable manner.

ARTICLE 3. PAYMENT.
The County will provide Recipient Department a County Grant in an amount not to exceed four hundred thousand dollars (\$400,000) ("Grant Amount"). Recipient Department shall submit all

receipts, invoices, and purchase orders to the Project Consultant, and the County shall distribute to vendors directly as they are incurred for expenditures in a reasonable timeframe.

Recipient Department hereby acknowledges and agrees that it shall use the County Grant solely for Eligible Expenditures, as defined below. Any expenses incurred by the Recipient Department in an amount which exceeds the Grant Amount, shall be the sole responsibility of Recipient Department to use other funding sources.

ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to Recipient Department's application for the County Grant, Recipient Department has identified its specific uses for the County Grant, as more particularly described on the attached and incorporated **Exhibit A** (the "Project Activities"). The County has pre-approved the Project Activities, and Recipient Department shall only be permitted to use the County Grant towards the Project Activities. Utilizing the County Grant for any activity, purchase, or service other than those specifically listed on **Exhibit A** shall be deemed a violation of this Agreement, and the County shall be permitted to terminate this Agreement in accordance with Article 9.

If Recipient Department needs to procure materials or services, Recipient Department shall solicit or purchase such materials or services in accordance with the County's procurement requirements, as more particularly outlined on the attached and incorporated **Exhibit B**. If Recipient Department has any questions regarding the procurement requirements, Recipient Department shall ask the Project Consultant prior to making any purchases.

Additionally, Recipient Department acknowledges and agrees that the Project Activities are subject to the items identified as "Eligible Expenditures" in **Exhibit C**, attached hereto and incorporated herein, and the items identified as "Ineligible Expenditures" in **Exhibit C**. The Ineligible Expenditures are expenses in which Recipient Department is not permitted to use the County Grant on, and if Recipient Department expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 9. In the event there is a question about whether an expense is an Eligible Expenditure, Recipient Department shall affirmatively reach out to the County and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

ARTICLE 5. MONTHLY REPORTING.

Recipient Department understands and agrees that it is responsible for retaining and compiling any and all supporting documentation related to the use of the County Grants funds. Recipient Department shall submit monthly expenditure and progress reports, including but not limited to, receipts, invoices, and purchase orders, to the County and their Project Consultant by the fifteenth (15th) day of the month following the month being reported upon (the "Monthly Reports"). For example, Reports for the month of July would be due no later than August 15th. The Monthly Reports shall be submitted to the County and the Project Consultant on the form attached and incorporated as **Exhibit D**. If Recipient fails to maintain, create, or submit the Monthly Reports, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 9.

In addition to the Monthly Reports, the County retains the right to request any and all documentation related to the use of the County Grant at any time, including, but not limited to,

invoices, financial statements, receipts, and any other documents that the County deem relevant and related to the use of the County Grant. If requested, Recipient Department shall provide such documentation within seven (7) days. If Recipient Department's designee fails to provide such documentation, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 9.

ARTICLE 6. TIMELINE.

Recipient hereby acknowledges and agrees that all County Grant must be used to cover costs incurred by the recipient between March 3, 2021, and December 31, 2024, and funds shall be expended, in their entirety, by December 31, 2026.

ARTICLE 7. SPECIFIC CONDITIONS.

- A. Recipient Department shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds, and all applicable federal regulations, including 2 C.F.R. 200 and prevailing wage requirements. Recipient Department shall assume full and complete responsibility for any alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless County and its elected officials, officers, agents, and employees therefrom.
- B. If it becomes necessary for review, audit, or verification purposes, Recipient Department shall allow County to inspect applicable, confidential records.
- C. Recipient Department agrees to supply additional information upon reasonable request by the County and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 8. TERM AND TERMINATION.

This Agreement shall terminate December 31, 2026 unless extended to a later date by amendment and may be immediately terminated by the County in the event of or under any of the following circumstances:

1. A receiver for Recipient Department's assets is appointed by a court of competent jurisdiction.
2. Recipient Department is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Recipient Department's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Recipient Department to remedy such failure within thirty (30) days from the date of written notice from County.
4. Recipient Department's violation of any applicable federal, state, local law, or regulation applicable to the County Grant or ARPA.

5. If, prior to the receipt of any funding from County hereunder and upon giving thirty (30) days prior written notice, Recipient Department desires to terminate this Agreement.
6. If Recipient Department defaults on its obligations under Articles 1-9 hereof.

In the event of early termination and if County provided any funds to Recipient Department hereunder, Recipient Department shall repay County funds within thirty (30) business days from the effective date of such termination, all County Grant funds provided hereunder and, upon such repayment, Recipient Department shall be released from its obligations hereunder, except those related to auditing. This obligation to remit repayment of funding shall survive termination of this Agreement until such funds are actually received by County. If no funds were provided prior to termination, the parties shall be immediately relieved of their obligations hereunder.

ARTICLE 9. INDEMNIFICATION.

Recipient Department shall defend, indemnify, and hold harmless County and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Recipient Department, and its agents, employees, contractors, sub-contractors, and representatives, and/or Recipient Department's failure to comply with federal, state, and local laws, including (as applicable). The obligations under this Article 10 shall survive the termination or expiration of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

Recipient Department shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of Tuscarawas County constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling County to terminate this Agreement at its option.

ARTICLE 11. POLITICAL CONTRIBUTIONS.

Recipient Department affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

ARTICLE 12. RECORDS AND RETENTION.

Recipient Department shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the County

Grant. All costs and expenditures for which Recipient Department will be granted hereunder shall be supported by properly executed invoices, contracts, vouchers, or other accounting documents and other evidence (collectively, "Records"). All Records shall be clearly identified and readily accessible. At any time during normal business hours and as often as County may reasonably request, Recipient Department shall make available to County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees, all of its Records related to this Agreement. Recipient Department shall permit County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies and any of their designees to audit, examine, and make excerpts or transcripts from such Records and to have audits made of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data pertaining in whole or in part to matters covered by this Agreement.

All Records, including any and all supporting documentation for invoices submitted to County, shall be retained by Recipient Department and made available for review by County, the Auditor of the State of Ohio, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Recipient Department concludes its project, but in no event shall records be destroyed prior to January 1, 2032. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the five-year period, Recipient Department shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 13. GENERAL PROVISIONS.

- A. Conflict of Interest. Recipient Department represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Recipient Department further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. Entire Understanding. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Tuscarawas County, Ohio.
- D. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the Tuscarawas County, Ohio.

- E. Waiver. A waiver by Tuscarawas County of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect County's rights with respect to any other or further breach.
- F. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities to be completed by the local nonprofit.
- G. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent via email.
- H. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, County and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

TUSCARAWAS COUNTY RECORDER

By: Lori Smith

Print Name: LORI Smith

Its: Recorder

TUSCARAWAS COUNTY, OHIO
Maghan Needham, CPA, CFC
County Consultant

09/16/2022
Date

APPROVED AS TO FORM AND CORRECTNESS:

Kristina M. Beard
Prosecuting Attorney

APPROVED BY THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY, OHIO:

February 1, 2023

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Chris Mihelc
Commissioner of Tuscarawas County

2/1/2023
Date

Krista Zernis
Commissioner of Tuscarawas County

2/1/2023
Date

Shel Ross
Commissioner of Tuscarawas County

2/1/2023
Date

EXHIBIT A

PROJECT ACTIVITIES

Challenges presented by Covid-19 have accelerated digital transformation efforts in local government and especially in the Recorder's office. The issue was further highlighted by the state legislature in HB 197 which required Recorder offices to stay open to ensure real estate transactions and other business could continue in the midst of a health emergency. This project will fund the digitization and indexing of records back to 1980 and provide increased remote access to the office. This will promote social distancing and thus protect title searchers, attorneys, the general public, and staff due to limited foot traffic. It will also strengthen the title business' ability to process real estate transactions during another pandemic. If HB 797 goes into effect, the back indexing and scanning will be mandatory. The time frame for this project is approximately one year. This is a one-time project.

EXHIBIT B

PROCUREMENT REQUIREMENTS

Must adhere to specific requirements under Uniform Guidance 2 CFR Part 200

Spend Threshold	Procurement Policy	Action
Under \$10,000	Can be purchased directly from identified vendor	<ul style="list-style-type: none"> - Select the vendor of your choice - SAVE all contracts and receipts
\$10,000 - \$50,000	Requires at least three quotes	<ul style="list-style-type: none"> - Contact three qualified vendors to provide quotes - Select the "lowest and best" bid - work with your consultant if unsure
Above \$50,000	Requires either Competitive Sealed Bid or Competitive Proposal	<ul style="list-style-type: none"> - Prepare RFP or RFQ documents - Must receive at least three responses from qualified vendors - Select the "lowest and best" bid - work with your consultant, if you are unsure - Your consultant will review quotes

The noncompetitive proposal process may be used only when the award of a contract is infeasible under small purchase procedure, competitive sealed bidding or competitive proposals. The Grantee must provide written justification to show why a competitive procurement methodology was not used. Use of noncompetitive proposal process must be approved by the project consultant in a formal signed memo before proceeding. For additional procurement specifications, see the County's Procurement Policy for further information.

Discussion: *Michael Jones, Sanitary Engineer, was present to explain this project to the two new Commissioners. This contract is to construct the new water filtration plant which will service NE Tuscarawas County. The Village of Bolivar will also be purchasing water from this plant at wholesale for their residents, while still operating their own plant. This project is being funded mainly through USDA Rural Development with a revenue bond and a grant.*

Commissioner Abbuhl stated Michael Jones is another exception for the County. The water & sewer system we have is very complicated. Mr. Jones does a fantastic job of getting grants and/or low interest loans to be able to do this. He has also formed partnerships with numerous communities throughout the county.

**RESOLUTION (112-2023) - AUTHORIZING NOTICE OF COMPETITIVE BIDDING -
CONTRACT 2: WILKSHIRE HILLS WATER SYSTEM IMPROVEMENTS (PROJECT ID
#WH-19-05)**

It was moved by Commissioner Ress, and seconded by Commissioner Zemis, to approve the foregoing resolution:

WHEREAS, upon the recommendation of the Sanitary Engineer, Michael Jones, the Board of Commissioners, Tuscarawas County, Ohio ("Board") desires to make certain improvements to the Wilkshire Hills Water System; and

WHEREAS, pursuant to ORC 6103.05(A), the Board finds that the improvement is necessary for the preservation and promotion of the public health and welfare, and has determined that no special assessments are to be levied to pay any part of the cost of the improvement; and

NOW THEREFORE, BE IT RESOLVED by the Board:

Section 1: The Board hereby authorizes the Tuscarawas County Sanitary Engineer, Michael Jones, to provide notice of competitive bidding in the form and manner specified in ORC 307.87 and the Tuscarawas County Procurement Policy, with a copy of such notice being attached hereto.

Section 2: It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

This Resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, Special Counsel.

ADVERTISEMENT FOR BIDS
CONTRACT 2 - WILKSHIRE HILLS WATER SYSTEM IMPROVEMENTS
FOR THE
TUSCARWAS COUNTY COMMISSIONERS
TUSCARAWAS COUNTY, OHIO
THRASHER PROJECT #101-010-01120

General Notice

Tuscarawas County Commissioners (Owner) are requesting Bids for the construction of the following Project:

Contract 2 – Wilkshire Hills Water System Improvements
101-010-01120

Bids for the construction of the Project will be received at the **Office of the Clerk of Board of Tuscarawas County Commissioners** located at **125 E High Ave, New Philadelphia, OH 44663**, until **9:45 am on Wednesday, March 8, 2023**, at **9:45 am local time**. At that time, the Bids received will be publicly opened and read.

The Project includes the following Work:

Work of the Project includes the construction of a new addition to the existing water treatment plant to house the new vertical pressure filter system, including all ancillary work. A new water storage tank shall be constructed to supply water for backwash cycles and a settling tank for treatment of the backwash water. In addition, two master meters in the distribution system shall be constructed.

Bids are requested for the following Contract: **Contract 2 – Wilkshire Hills Water System Improvements**

The Work will be substantially completed within **330** calendar days after the date when the Contract Times commence to run and completed and ready for final payment within **360** days after the date when the Contract Times commence to run. Liquidated damages shall be **\$1,000.00** per day.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

QuestCDN: <https://tinyurl.com/zu5z8553> or

The Thrasher Group Inc.: <https://thethrashergroup.com/bids/out-to-bid/>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the website as a plan holder even if the Bidding Documents are obtained

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from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists or registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

The Thrasher Group, Inc.
400 3rd Street SE, Suite 309
Canton, OH 44702

To bid on this project and be considered a plan holder you MUST download the digital project bidding documents from QuestCDN and pay the download delivery fee. Complete digital project bidding documents are available at www.questcdn.com. You may register for a free membership with QuestCDN and download the digital plan documents for \$30 by inputting Quest project #8374266 or Soliciting Agent's project number #010-01120 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Amounts paid are not subject to refund.

Bidding Documents may be examined Monday – Friday from 8:00 AM to 4:00 PM at:
The Thrasher Group, Inc.
400 3rd Street SE, Suite 309
Canton, OH 44702

A one-envelope system will be used.

The envelope must have the following information presented on the front:

Name and address of Bidder
Bid on Contract 2 – Wilkshire Hills Water System Improvements
Received by the Tuscarawas County Commissioners

The envelope will be opened, and the Bid Opening Requirement items will be checked for compliance as outlined in the Bid Opening Checklist on page BOR-1 of these contract documents and will be publicly read aloud.

Bids will be publicly read aloud, and an apparent low bidder will be announced. After the completion of the bid opening, the Bid Opening Requirement items will be checked for compliance as outlined on the Bid Opening Checklist on page BOR - 1 of these contract documents.

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A Bidder may not withdraw his Bid for a period of thirty (90) days after the date set for the opening of Bids.

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

Contractor is required to comply with the Davis-Bacon Act for prevailing wage rates.

Contractor is required to provide the Drug Free Workplace Certification in accordance with Ohio Bureau of Workers' Compensation.

Bids received after the scheduled closing time for the reception of Bids will be returned unopened to the Bidders.

The Tuscarawas County Commissioners reserve the right to reject any and/or all bids.

Instructions to Bidders

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

American Iron and Steel

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" meant the following project made primarily of iron or steel: lined or unlined pipe and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials.

The following waivers apply to this Contract:

De Minimis,
Minor Components,
Pig iron and direct reduced iron.

This Advertisement is issued by:

Owner: Tuscarawas County Commissioners

By: Michael Jones, PE

Title: Director/Sanitary Engineer

Dates of Publication: February 9, 2023, in the Times Reporter and www.tcmsd.org/projects-out-for-bid

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

RESOLUTION (113-2023) PAY BILLS

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

Meeting Date - February 1, 2023

911

Frontier	Services	\$221.13	
Frontier	Services	\$229.45	
Frontier	Services	\$46.30	
OH State Highway Patrol	LEADS	\$600.00	
			\$1,096.88

Child Support

COMDOC	Supplies	\$166.95	
Embassy Suites Columbus	Travel Expenses	\$125.10	
Frontier	Services	\$54.88	
Staples Business Credit	Supplies	\$127.33	
Traci Berry	Travel Reimbursement	\$148.20	
	202 OHPELRA		
Traci Berry	Mbrshp/Reimb	\$215.00	
Tusc Co Sheriff's Office	2022 IV-D Contract	\$2,326.81	
			\$3,164.27

Clerk of Courts

Graphic Enterprises	Services	\$351.33	
Graphic Enterprises	Services	\$428.67	
Nationwide Hotel & Conf Ctr	Travel Expense	\$144.97	
Tusc Co Commissioners	Services	\$48.42	
			\$973.39

Commissioners

Dominion Energy	Services	\$1,934.30	
Dominion Energy	Services	\$794.19	
Dominion Energy	Services	\$2,773.18	
Frontier	Services	\$226.52	
Frontier	Services	\$1,130.93	
Frontier	Services	\$61.88	
Heritage Country Store	Supplies	\$129.80	
Independent Elevator LLC	Service	\$301.00	
Independent Elevator LLC	Service	\$266.00	
Independent Elevator LLC	Service	\$307.00	
Mancan	Services	\$199.84	
Mastercard	Gas & Supplies	\$46.73	
Middaugh Printers	Supplies	\$140.00	
MNJ Technologies	Equipment	\$1,949.00	
MNJ Technologies	Equipment	\$1,420.00	
Mnj Technologies	Equipment/New Maint Bldg	\$1,748.00	
ODP Business Solutions	Supplies	\$16.15	
ODP Business Solutions	Supplies	\$61.27	
Staley Technologies	Services	\$423.98	
Staley Technologies	Services	\$305.00	
Staley Technologies	Services	\$1,632.53	
Total First Aid	Supplies	\$55.70	
Tusc Co Treasurer	2023 Victim Witness Match	\$80,447.50	
			\$96,370.50

Common Pleas

MNJ Technologies Direct Inc	Parts/Repairs	\$170.00	
			\$170.00

Community Corrections

Melymbrosia Association	Assessment	\$200.00	
Melymbrosia Association	Assessment	\$200.00	
			\$400.00

Coroner

Todd Stanley	Mileage Reimbursement	\$250.40	
			\$250.40

Dog & Kennel

AEP	Electric Utility	\$576.32	
Akron Uniforms	Supplies	\$632.00	
Frontier	Services	\$99.32	
Humble Creatures	Medical Care	\$296.00	
Verizon Wireless	Services	\$35.10	
			\$1,638.74

EMA

Tusc Co Sheriff	Fuel	\$40.77	
Tusc Co Sheriff	Training	\$50.00	
US Bank Equipment Finance	Copier Contract Share	\$197.17	
			\$287.94

Engineer

Advance Auto Parts	Repairs/Parts	\$61.60	
Cargill Inc	Material	\$1,322.45	
Centre Supply Co	Repairs/Parts	\$123.70	
Cross Truck Equip	Repairs/Parts	\$597.00	
Deems Auto Electric	Repairs/Parts	\$1,575.05	
Frontier Communications	Services	\$227.88	
Gemstone Gas & Welding Supplies	Supplies	\$152.85	
Holmes Oil Distributing	Supplies	\$304.20	
John W Cookson Co	Repairs/Parts	\$26.24	
National Lime & Stone	Material	\$745.60	
Ohio Machinery	Repairs/Parts	\$303.78	
RJ Wright & Sons	Repairs/Parts	\$583.78	
Rosenberry Towing	Services	\$530.00	
Snyder Brothers Sales & Service	Repairs/Parts	\$230.68	
Southeastern Equipment Co	Repairs/Parts	\$1,050.19	
Stony Point Supply	Supplies	\$2,488.40	
Tusc Co Recorder	Services	\$58.00	
Uebels Welding LLC	Services	\$280.98	
			\$10,662.38

Human Resources

Graphic Enterprises	Copier Lease & Supplies	\$129.92	
Martin's Mobile Glass	Repair	\$350.00	
Mike's Body Shop	Repair	\$2,695.55	
Mike's Body Shop	Repair	\$669.81	
Mike's Body Shop	Repair	\$1,289.13	
Public Entity Risk Consortium	PERC Renewal	\$10,902.00	
Public Entity Risk Consortium	PERC Renewal	\$10,992.00	
			\$27,028.41

Information Technology

MNJ Technology	Licensing	\$1,100.00	
			\$1,100.00

JFS

Amazon Capital Services	Relaxation Room	\$52.99	
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Amazon Capital Services	Kinship/Ohio Start	\$198.98	
Ashley & Robert Bunton Jr	FP Travel	\$81.60	
Business Card	Supplies	\$767.07	
David & Erma Miller	FC Reimbursement	\$31.20	
Menards	Relaxation Room	\$193.55	
Michael & April McKelvey	FC Reimb/Transportation	\$73.80	
Monique Bailey - Et Al	AA & SAMS	\$17,871.74	
Skyler Smolak	Transportation	\$31.00	
Superfleet Mastercard	Fuel	\$138.88	
Timothy & Jacquelyn McDonnell	FC Training	\$57.50	
Tusc Co Health Dept	Birth Certificate	\$25.00	
Tuscora Electric Supply Co	Supplies	\$144.55	
Walmart Health & Wellness	FC Reimburse	\$17.00	
WEX Bank	Fuel	\$568.90	
YMCA of Western Stark County	Daycare	\$3,013.48	
			\$23,525.18
Sheriff			
4Imprint	CIT Supplies	\$276.00	
Dutch Creek Foods	Supplies	\$6,629.98	
G&L Supply	Supplies	\$342.71	
Graphic Enterprises	Copies	\$694.61	
Hajoca Corporation	Supplies	\$274.88	
Matthew Bender & Co Inc	Supplies	\$236.10	
New Phila City Health Dept	License Fee	\$255.50	
Nickles Bakery	Supplies	\$682.08	
Picture It Engraving	CIT Supplies	\$581.38	
Rosenberry Towing Service	Services	\$220.00	
Silco Fire & Security	Equipment	\$1,775.50	
Staples	Supplies	\$111.13	
Staples	Supplies	\$434.11	
Sysco Food Services Cleveland	Supplies	\$4,908.84	
			\$17,422.82
Treasurer			
County Treasurers Association	2023 Membership Dues	\$2,587.24	
Tusc Co Recorder	Services	\$76.00	
			\$2,663.24
Water & Sewer			
Charter Communications (Spectrum)	Services	\$99.99	
Core & Main LP	Repair	\$4,445.35	
NE Ohio Natural Gas Corp	Gas Utility	\$364.41	
Tusc Co Commissioners	Krizman Property/Principal	\$1,297.19	
Tusc Co Commissioners	Krizman Property/Interest	\$104.48	
	Office Bldg-		
Tusc Co Commissioners	Garage/Principal	\$3,076.25	
VEIT	Copies	\$61.07	
			\$9,448.74
		GRAND	
		TOTAL	\$196,202.89


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

RESOLUTION (114-2023) ADJOURN

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to adjourn at 9:18 a.m. to meet in Regular session Monday, the 6th day of February, 2023.

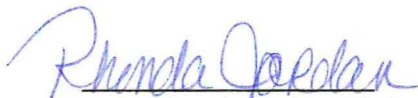
VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

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


Chris Abbuhl


Kristin Zemis


Greg Ress


Attest: Rhonda Jordan, Clerk