

March 1, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

9:00 a.m. *Veronica Spidell, Chair, Tusc. County Guardianship Service Board (TCGSB) - Overview*
9:30 a.m. *Martha Campbell, Office Manager, Engineer's Office – Material Bids*
10:30 a.m. *Genaro DeMonte, Assistant Engineer – Project #5-2023 – Bridge Deck Waterproofing & Paving*

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (5)

Approve Contract – TUS-VAR-GR Phase 6 – Project 1-2023

Approve Contract & Public Improvement Agreement - CR 37 Reprofilng/Resurfacing – Project 2-2023

Authorize Advertisement for Bids – Villages of Parral & Dennison

Declare Obsolete – Office Equipment – Veterans Service Office

Approve Prisoner Agreement – City of New Philadelphia

Approve New Hire – Maintenance – Barker

Approve Sick Leave Donation Program – Southern District Court

Approve LEPC Nominations - EMA

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION
WEDNESDAY, THE 1st DAY OF MARCH, 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.

Discussion: *Veronica Spidell, ADAMHS/TCGSB, Katie Wilson, Springvale, Ryan Benedetto, JFS, Natalie Bollon, ADAMHS, Ray Snyder, TuscBDD/TCGSB, Adam Wilgus, Juvenile Court Judge, Andrea Arnold, Probate/Juvenile Court were all present for the overview of the Tuscarawas County Guardianship Service Board (TCGSB).*

Ms. Spidell stated there is a gap in services for the need of Guardians for individuals in our community. There are individuals who have substantial mental impairments such as mental illness, traumatic brain injury, dementia or a developmental disability that has some type of indication or presenting problem which requires legal authority to act on their behalf for health care and placement options. They may not have another person in their life such as family, friends or another entity that is available to be their Guardian. Historically we have used a small pool of attorneys to be Guardians. About five years ago, there was about five attorneys doing guardianship cases. We are at the point now in Tuscarawas County where attorneys no longer want to accept a new case. The cases that they still

have, they want to transfer to a different Guardian, but we would have to have a different Guardian to be able to transfer too, and we do not have that.

Judge Wilgus, Nate Kamban of TuscBDD and myself started meeting to discuss what we could do about this. The Judge is seeing the increase in cases through his court dockets among the DD, mental health, and adult protective services populations. Ohio Revised Code 2111.52 allows for Probate Court to come before the Commissioners to ask for a resolution to create the Tuscarawas County Guardianship Services Board. It authorizes the Probate Court to accept funds to support a Guardianship Services Board. Those funds would be paid into the County Treasury and would be used to establish and manage the Board and the services it would provide. This would enable us to move from an attorney-based Guardian to more of a social work-based Guardian to better meet the needs of the ward. The GSB Board has been established. The GSB has an approved budget for 2023 per Judge Wilgus. The budget was built based on hiring a director that would carry a caseload of about 40 and in the future, hire a part-time or full-time case manager for the additional 30 cases coming.

The DD population is the largest, but the mental illness population is on the rise. There is 87% of this population is indigent and make an income below the poverty level. Out of 358 cases, 70 can move under the GSB right now. Ms. Spidell stated she would like to move forward with hiring, but because this is under a County Resolution and because this is somewhat under Probate Court but it is its own entity, this would be a County employee and based on the information we received from Fairfield County and Lucas County the employees would be covered under the County umbrella for insurance, liability, risk management and they are able to go to their County Prosecutor when they have questions. The GSB Board needs to know that this is the Commissioner's vision and understanding of how this entity would be covered within the County.

Judge Wilgus stated the GSB is a cutting-edge program and this past Friday, February 24, 2023, there was about seventy Probate Judges that met for the 2023 Ohio Association of Probate Judges Winter Meeting which is an all-day seminar and about a quarter of that day is spent strictly on Guardianship Services Board. This is something that is becoming a big push across the state of Ohio. There are only 6-8 GSB in existence right now, and all of them have County employees. The funding is already there, the GSB is not asking the Commissioners for any additional money. We are doing everything in our power to not ask the Commissioners for any more funding. There is also a vehicle that Probate owns that will be transferred over to GSB.

Commissioner Abbuhl stated when the Resolution was passed, it stated there would be no cost to the County. When these types of programs start, they eventually do become a part of the County. This is a question that we have to ask so we know what we are looking at long-term. The funding is there now, but will the funding still be there two to five years from now? Is this the best model to use or is there other avenues that you can bring on employees but not necessarily under the umbrella of the County?

Commissioner Zemis inquired as to whether the new employees could be brought on under TuscBDD since this is where most of the Wards are coming from. Judge Wilgus replied that GSB is a separate entity from DD and not a part of it in any way. Commissioner Zemis stated she understands this, but the employees could still be employed by DD. TuscBDD could absorb these employees. The ADAMHS could hire or absorb the new employees also. The County is not the only option and we are exploring all of the options. Commissioner Zemis stated this is a great idea, but we have to think about how the County wants to absorb, liability is still a cost, and workers comp is still a cost. We need to take all of this into consideration. Judge Wilgus stated the only cost to the County is the portion that is earmarked for the GSB and it is already in Judge Wilgus' budget.

Commissioner Röss wanted to know how the County is going to fit in with health insurance, that is a cost to the County. Judge Wilgus stated it is already included in his budget. Judge Wilgus stated that today they are coming before the board as a courtesy to the new Commissioners and this has already been done, this is not a question of us asking for permission, this is a courtesy to Commissioner Röss and Commissioner Zemis just to make you aware of the program. We are already way down the road on this program. We have already spent a lot of time on this and we have all of our ducks in a row and ready to implement it.

Natalie Bollon, Director, ADAMHS, wanted to call attention to the ADAMHS Boards that exist in the Ohio Revised Code. We have a staff of five. The reason there is only a staff of five is because Code prohibits us from doing direct service. The GSB would be considered direct service. The reason we contracted out with attorneys is to prevent a conflict of interest. Ms. Bollon stated this project has shifted into the realm of cost. The weight of managing a budget is overwhelming, but we need to look long-term because the cost has been planned for with as minimal impact on the County as possible. If we don't enact the GSB, that is cost to the people who need it, and that is the cost I would like you to consider. These are typically pretty ill individuals who are choosing not to take their medications, committing crimes in our community, living under bridges and breaking into homes, so we have an increased cost of law enforcement. We have housing issues with individuals who aren't stable enough to maintain their own housing unit. There is a higher cost to the County long-term of not developing something like this.

Commissioner Abbuhl stated he does not think anyone is opposed to the concept, but it is part of our due diligence to ask questions and allow everyone the opportunity to be informed. I think there is still a little bit of confusion on who can be the lead on this. Ms. Bollon explained it very well as to why the ADAMHS Board can not be the lead. This is also true of TuscBDD as well.

Commissioner Zemis asked if starting this project as a 501C3 had been discussed? If the GSB was a

community to give donations on a broader base and then you are completely independent. Veronica stated they were able to get a letter from the Prosecutor's Office that said the 501C3 was not necessary as a County entity. The ORC was not written to have the GSB established as a 501C3, it was written to have it developed through Probate Court and a Commissioner's Resolution.

Commissioner Abbuhl stated we can always circle around and have further discussions if there are any more questions.

RESOLUTION (169-2023) ADVISEMENT – MATERIAL BIDS - ENGINEER

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to take under advisement the material bids as publicly opened and read aloud on March 1, 2023 by Martha Campbell, Office Manager for County Engineer's Office.

Bid Tabulation
Tuscarawas County
Ashes Bid
March 1, 2023

Bidder	Amount/Ton Furnished from Bidder's source
No Bids	

ASPHALT CONCRETE MAINTENANCE MATERIALS
TUSCARAWAS COUNTY
BID TABULATION
MARCH 1, 2023

ALL PRICES FOB PLANT/TON

COMPANY	301	402	404
Mar-Zane, Inc.	63.00	66.00	71.00
Newton Asphalt	73.00	75.00	80.00
Canton Asphalt Company	56.00	60.00	68.50

TUSCARAWAS COUNTY ENGINEER
BID TAB

BITUMINOUS ASPHALT MATERIALS
March 1, 2023

Bidders	CRS -2		HFRS-2		HFRS-2P		Permacoat 250		Pug Mill Per ton	Mobilization Lump sum
	FOB Plant	FOB Tusc Co	FOB Plant	FOB Tusc Co	FOB Plant	FOB Tusc Co	FOB Plant	FOB Tusc Co		
Asphalt Materials, Inc.	2.35	2.495	2.35	2.495	2.65	2.795	3.85	3.995	1.50	900.00
Russell Standard/JASA	2.395	2.529	2.395	2.529	2.70	2.83	2.70	2.83	12.50	2,500.00

GASOLINE & FUEL OIL BID MARGINS
Bid Tabulations
TUSCARAWAS COUNTY
March 1, 2023

Company	Winter Fuel Additive for diesel fuel - price per gallon	New Philadelphia		Port Washington		Dundee
		Unleaded 550 gal	# 2 Diesel (2) 2000 gal	Unleaded 300 gal	#2 Diesel 2000 gal	#2 Diesel 300 gal
World Kinect Energy/Lykin Energy	.02	0.178	0.178	0.178	0.178	0.178
RJ Wright and Sons	.02	.095	.095	.095	.095	.095

Company	Wilkshire Treatment Plant		County Jail
	Unleaded 2000 gal	#2 Diesel 500 gal	Unleaded 2000 gal
World Kinect Energy/Lykin Energy	0.178	0.178	0.178
RJ Wright and Sons	.095	.095	.095

**LIMESTONE
TUSCARAWAS COUNTY
BID TABULATION
March 1, 2023**

Bidder	FOB Location	#1 or #2	#4	#8	#8 Western White	#57	#57 Western White	#67 Western White	#304	#411	#617	Rip Rap Limestone Type A, B, C or D	Rip Rap Sandrock Type A, B, C or D	Sandrock Type 0-2
Kimble Company+	Plant	22.75	22.75	21.50	30.20	24.75	26.60	No Bid	21.50	21.50	No Bid	34.50	33.50	8.00
	NP/North	27.00	27.00	25.75	33.20	29.00	29.60	No Bid	25.75	25.75	No Bid	38.75	37.75	12.25
	PW/South	29.25	29.25	28.00	35.20	31.15	31.60	No Bid	28.00	28.00	No Bid	41.00	40.00	14.50
National Lime & Stone	Plant	25.50	25.50	No Bid	25.75	No Bid	25.50	26.50	25.50	25.50	No Bid	43.95	No Bid	No Bid
	NP/North	28.50	28.50	No Bid	28.75	No Bid	28.50	29.50	28.50	28.50	No Bid	47.95	No Bid	No Bid
	PW/South	29.00	29.00	No Bid	29.25	No Bid	29.00	30.00	29.00	29.00	No Bid	48.45	No Bid	No Bid
Stocker Concrete Co.	Plant	33.00	33.00	33.00	No Bid	33.00	No Bid	No Bid	33.00	No Bid	No Bid	No Bid	No Bid	No Bid
	NP/North	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	PW/South	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sidwell Material/ Standing Stone	Plant	14.20	14.20	14.70	No Bid	16.60	No Bid	No Bid	13.50	No Bid	13.50	No Bid	No Bid	No Bid
	NP/North	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	PW/South	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Stocker Trucking	Plant	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	NP/North	No Bid	No Bid	No Bid	32.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	PW/South	No Bid	No Bid	No Bid	30.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

+Kimble also bid 304 Western (White) – Plant \$23.60 Np/North \$26.60 PW/South \$28.60

**Bid Tabulation
Tuscarawas County
ICE CONTROL GRITS
March 1, 2023**

Bidder	FOB Plant/Ton	FOB New Phila	FOB Port Washington
Clark Clay	6.00	16.00	10.00
Soehnlén Bros Sand & Gravel	4.20	No Bid	No Bid
Stocker Sand & Gravel	12.50	No Bid	No Bid
Sidwell Materials/ Midvale Sand & Gravel - #9	9.15	No Bid	No Bid
Phoenix Asphalt Company	7.50	15.50	23.50

READY-MIX CONCRETE
TUSCARAWAS COUNTY
BID TABULATION
March 1, 2023

Bidder	Class	Bid per CY SE Quadrant	Bid per CY SW Quadrant	Bid per CY NE Quadrant	Bid per CY NW Quadrant		
Pleasant Valley Ready Mix	5 ½ bag mix	145.00	145.00	145.00	145.00		
	6 bag mix	148.00	148.00	148.00	148.00		
	6 ½ bag mix	151.00	151.00	151.00	151.00		
	Add on charge for less than 5 yd load	90.00	90.00	90.00	90.00		
	Class C-5000 psi with superplasticizer	-----	-----	163.00	-----		
Smith Concrete	5 ½ bag mix	157.00	157.00	157.00	157.00		
	6 bag mix	161.00	161.00	161.00	161.00		
	6 ½ bag mix	165.00	165.00	165.00	165.00		
	Add on charge for less than 5 yd load	1-1.75	\$150.00	1-1.75	\$150.00	1-1.75	\$150.00
		2-2.75	\$125.00	2-2.75	\$125.00	2-2.75	\$125.00
		3-3.75	\$100.00	3-3.75	\$100.00	3-3.75	\$100.00
		4-4.75	\$75.00	4-4.75	\$75.00	4-4.75	\$75.00
5-5.75		\$50.00	5-5.75	\$50.00	5-5.75	\$50.00	
Class C-5000 psi with superplasticizer	-----	-----	175.00	-----			
Stocker Concrete	5 ½ bag mix	136.00	140.00	147.50	149.50		
	6 bag mix	140.50	143.00	151.50	153.50		
	6 ½ bag mix	142.00	146.00	154.00	156.00		
	Add on charge for less than 5 yd load	75.00	75.00	95.00	95.00		
	Class C-5000 psi with superplasticizer	-----	-----	158.00	-----		

SAND & GRAVEL
TUSCARAWAS COUNTY
BID TABULATION
March 1, 2023

ALL PRICES FOB PLANT/TON

BIDDER	#8	#57	SAND	#617
Newton Asphalt	15.00	20.00	7.00	No Bid
Soehnen Bros. Sand & Gravel	10.80	18.00	5.00	No Bid
Stocker Sand & Gravel	24.50	24.50	10.00	No Bid
Phoenix Asphalt Company	9.50	21.00	5.75	15.75
Oster Sand & Gravel	19.50	20.00	6.00	No Bid
Sidwell/Midvale S & G	13.00	24.45	6.05	No Bid
Clark Clay Co.	13.60	17.35	5.70	No Bid

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

NOTE: After the material bid opening was completed, the Engineer's Office received the following letter from Russell Standard/IASA stating Russell Standard would like to withdraw their bid for DEFMACOAT



To whom it may concern,

During yesterday's bid reading it came to my attention that we had a error in our bid (Permacoat 250). That number was accidentally copied and pasted when it should have been extremely higher as you can see from past bids. Russell Standard would like to withdraw our bid due to this error. We apologize greatly and will make a due diligence that this never happens again. If you have any questions please feel free to reach out to me.

Sincerely,
 Blace Shutsa
 Regional Sales Manager
 bshutsa@jasa.com
 Cell: 330-322-2604

www.russellstandard.com

RESOLUTION (170-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the minutes from the February 22, 2023 meeting as written.

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

RESOLUTION (171-2023) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Cheryl McMasters et al	JFS	\$571.20
Tri County Joint Ambulance DST	Coroner	\$358.00

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

RESOLUTION (172-2023) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Park Department	E-1770-T030-T20	E-1770-T030-T04	\$2,500.00	Appropriation of donated funds to purchase equipment for use in parks
Probate Court	E-1210-M051-M11	E-1210-M051-M06	\$800.00	Paying mileage to the Probate Court Guardianship Investigator
Water & Sewer Dept	E-1300-P300-P16	E-1300-P000-P18	\$767.00	Cover Central Services -County Cost Allocation (to go with current PO#95541)
Dog & Kennel	E-1020-B005-B10	E-1020-B005-B02	\$5,000.00	Contract Services/Medical Care from donation fund
Commissioners	E-1940-U040-U10	E-1940-U040-U02	\$1,803.75	Equipment (Email filter project for IT Dept) -Funds were appropriated in 2022, and PO was mistakenly processed as a final payment before the current invoice was received)

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

RESOLUTION (173-2023) APPROVE CONTRACT – PROJECT #1-2023 – TUS-VAR-GR PHASE 6 – PDK CONSTRUCTION INC

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the contract with PDK Construction, Inc. in the amount of \$248,627.25 for the TUS-VAR-GR Phase 6, Project #1-2023. This action is taken upon recommendation of Joseph Bachman, County Engineer and approved as to form by Kristine Beard, Assistant County Prosecutor.

TUSCARAWAS COUNTY PROJECT #1-2023

CONTRACT

For **TUS-VAR-GR Phase 6**

THIS CONTRACT, made and entered into at New Philadelphia, OHIO, this 1 day of March, 2023, by and between the Board of Tuscarawas County Commissioners, hereinafter called the COUNTY, and a corporation, partnership, individual or PDK Construction Inc., with an office located at Pomeroy, 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.

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

Witness: Kenna M. McManis
Date: 2/13/23

By: Darin J. Roush
Title: President

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

BOARD OF TUSCARAWAS COUNTY COMMISSIONERS

Attest: Rhonda Jordan
Date: 3-1-2023

By: Chris Mihelich
(Chairman)
Greg Ross
Kristen Zernis

Approved as to form and legal sufficiency

Kristen H. Beard
Tuscarawas County Prosecuting Attorney

Date: 2-21-2023

E-3

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

RESOLUTION (174-2023) APPROVE CONTRACT AND PUBLIC IMPROVEMENT AGREEMENT – CR 37 REPROFILING/RESURFACING – SHELLY & SANDS INC

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the contract and public improvement agreement with Shelly & Sands, Inc. for Project #2-2023, Roadway Reprofilling/Resurfacing in the amount of \$163,622.26. Appointing Chris Arthurs as Prevailing Wage Coordinator. This action is taken upon recommendation of Joseph Bachman, County Engineer and approved as to form by Kristine Beard, Assistant County Prosecutor.

TUSCARAWAS COUNTY PROJECT # 2-2023

CONTRACT

For: Reprofilling/Resurfacing CR 37

THIS CONTRACT, made and entered into at New Philadelphia, OHIO, this 1 day of March, 2023, by and between the Board of Tuscarawas County Commissioners, hereinafter called the COUNTY, and a corporation, partnership, individual or _____ known as; Shelly & Sands Inc, with an office located at PO Box 1585, Zanesville, OH 43702, 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

Witness: Wanda Rindge

By: [Signature]
Title: ASST VP

Date: _____

(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: 3-1-2023

[Signature]
[Signature]

Approved as to form and legal sufficiency

[Signature]
Tuscarawas County Prosecuting Attorney

Date: 3-21-2023

E-3

TUSCARAWAS COUNTY PROJECT #2-2023

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO
COUNTY OF Adams, SS
NAME OF PROJECT Improvement of Sandusky Rd
CONTRACTOR Shelly & Sands Inc.
being first duly sworn, deposes and says that he/she is Shelly Sands (sole owner, a partner, president, secretary, etc.)

of Shelly & Sands Inc., the party making the foregoing bid, hereby affirms oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time the bid was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List or Personal Property for Tuscarawas County, Ohio.

If such a charge for delinquent personal property tax exists on the General Tax List of Personal Property for Tuscarawas County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within 30 days of the date it is submitted.

Delinquent Personal Property Tax \$
Penalties \$
Interest \$

Signed: [Signature]

TUSCARAWAS COUNTY PROJECT # 2-2023

PUBLIC IMPROVEMENT AGREEMENT

This agreement is made as of March 1, 2023, between the Tuscarawas County Commissioners by and through the County of Tuscarawas, Ohio (hereinafter the PUBLIC AUTHORITY) and Shelly & 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.

- 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-7

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: Shelley & Sands, Inc.

By: [Signature]

Date: 3-1-2023

Public Authority: Tuscarawas County Commissioners

[Signature]
Chairman

[Signature]

[Signature]

E-8

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

**RESOLUTION (175-2023) AUTHORIZE ADVERTISEMENT - BIDS/LEGAL NOTICE -
PY-2021 CD ALLOCATION PROJECTS, GRANT # B-F-21-1CT-1, ACTIVITIES #1 –VILLAGE
OF PARRAL AND #2 – VILLAGE OF DENNISON**

Moved by Commissioner Ress, seconded by Commissioner Zemis, to authorize the Advertisement for Bids/Legal Notice to Contractors for the PY-2021 CD Allocation Grant #B-F-21-1CT-1, Activities #1 & 2 - Activity #1 = Street Improvements-Milling/Planning to resurface road and pavement markings, Village of Parral; Activity #2 = Sidewalk Improvements- excavating of new sidewalks, replacement of existing sidewalk, installation of curb ramp with detectable warning mat, seeding and mulching, Village of Dennison, for bids to be opened Wednesday, March 22, 2023.

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663 until 9:00 AM on Wednesday, March 22, 2023 for 2021 CDBG Allocation Program Project Grant # B-F-21-1CT-1, as set forth in Bidding Documents on file and in the office of the Consulting Engineers. Opening of said bids will be opened publicly at said place during regular commissioners meeting and read aloud for the following work:

**Activity #1 – Village of Parral: milling/planning to re-profile road,
resurface road and pavement markings.**

**Activity #2 – Village of Dennison: excavation of new sidewalks, replacement of existing sidewalk,
installation of curb ramp with detectable warning mat, seeding and mulching.**

Bidding Documents can be seen at the Tuscarawas County Commissioners office, or at the office of the Civil Engineers, W. E. Quicksall and Associates, Inc., 554 West High Avenue, New Philadelphia, Ohio, 44663. Bidding Documents may be obtained at the office of W. E. Quicksall and Associates, Inc. upon payment of \$100.00. Checks should be made payable to W. E. Quicksall and Associates, Inc. Bidding Documents are not returnable for a refund. The engineer will accept questions for this project until 4:00 pm on March 14, 2023 by submitting any questions in writing to mail@wequicksall.com or fax (330) 339-2227. In addition, Bidding Documents will also be on file in the plan room of Builders Exchange.

Bidders who submit a Bid must be a Plan Holder of record at the Issuing Office. Bids from Bidders who are not on the Plan Holders List may be returned as not being responsive.

Attention of bidders is called to all of the requirements contained in the bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon wages, various insurance requirements, various equal opportunity provisions, and the requirement for a Bid Guaranty and Contract Bond for 100% of the contract price.

Bids shall be subject to the condition that the right is reserved to hold bids for a period not longer than 60 days after date of opening and/or to award at any time during the period.

The OWNER reserves the right to reject any and all bids, or to increase, to decrease or omit any item or items and/or to award to the lowest and responsible, responsive bidder. The Owner also reserves the right to waive any informalities or irregularities in the Bid received.

By order of the commissioners, this 1st day of March, 2023.

/s/Chris Abbuhl, Commissioner

Adv: Times Reporter
March 3, 2023
March 10, 2023

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

RESOLUTION (176-2023) OBSOLETE PROPERTY – OFFICE EQUIPMENT – VETERANS SERVICE OFFICE

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

V326	Dell Tower Optiplex 790	Replaced	Gov Deals
V388	Dell Tower Optiplex 9020	Replaced	Gov Deals
V387	HP LaserJet P1102W Printer	Dysfunctional	Staples Recycle

The items will be disposed of in accordance to ORC.

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

RESOLUTION (177-2023) PRISONER AGREEMENTS – CITY OF NEW PHILADELPHIA

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the prisoner agreement with the following entities for prisoner care at Eighty Dollars (\$80.00) per day as recommended by Sheriff Campbell:

- City of New Philadelphia

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

Discussion: *Kris Lowdermilk, HR Manager, requested a new hire for Custodial Worker II in the Maintenance Department.*

RESOLUTION (178-2023) APPROVE HIRE – Custodial Worker II - MAINTENANCE

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

WHEREAS, Erica Barker has been determined by the Board of Commissioners, to meet the minimum qualifications established for the classification of Custodial Worker II.

WHEREAS, the classification of Custodial Worker II is considered to be in the classified service, pursuant to Ohio Revised Code.

THEREFORE, be it resolved that Erica Barker shall begin her employment as a fulltime Custodial Worker II effective February 27, 2023, in the classified service at a rate of \$14.58 per hour.

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

Discussion: *Kris Lowdermilk, HR Manager, stated he received a phone call from Southern District Court asking how to proceed with a Sick Leave Donation Program. Mr. Lowdermilk advised he told SDC they needed to establish a policy internally and it would need to come before the Commissioners. There were budget concerns that would need to be worked out. There was no other action taken on behalf of HR.*

Commissioner Zemis clarified there is no sick leave donation policy in the employee handbook. Commissioner Abbuhl stated that different departments could have changed their policies. Southern Court does not have to follow our policy. The Commissioners decided to table this resolution to gather additional information and obtain legal advice.

RESOLUTION (179-2023) TABLE RESOLUTION SICK LEAVE DONATION PROGRAM - TUSCARAWAS COUNTY SOUTHERN COURT

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to table the resolution SICK LEAVE DONATION PROGRAM - TUSCARAWAS COUNTY SOUTHERN COURT until further information can be obtained for human resource and legal purposes.

SICK LEAVE DONATION PROGRAM

A. Policy: As permitted by R.C. 124.391, the Tuscarawas County Court will allow eligible employees to donate accrued but unused sick leave on a limited basis to another eligible employee who has a serious health condition, or who has an immediate family member who has a serious health condition, as defined below.

Eligibility for Family and Medical Leave (FMLA) is a separate matter and a FMLA certified claim does not guarantee that an individual will be eligible to receive donated leave.

The Judge reserves the right to approve or disapprove applications to donate sick leave or applications to receive donated sick leave and may request a second opinion at the expense of the Judge.

B. Purpose: The intent of the leave donation policy is to allow the County Court employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an extended illness or injury of the employee or a member of the employee's immediate family.

C. Definitions: For the purpose of this policy the following shall apply:

Immediate family member: the employee's spouse or employee's biological or adopted child.

Serious health condition: an illness, injury, impairment, or physical/mental condition that requires hospitalization and/or involves a period of incapacity or treatment that requires absence from employment for more than ten work days, with at least five of those workdays being without pay, for each specific case of serious illness. Additionally, in the case of an employee's immediate family member, the condition must require the care and attendance of the employee.

Transferee: the employee in need and approved to receive donated sick leave.

Transferor: the employee volunteering to donate their sick leave.

D. Hours Transferred: Any hours transferred shall be transferred at the rate of pay equal to that pay of the transferee.

E. Receiving Leave: An employee may receive donated leave equivalent up to the number of hours the employee is normally scheduled to work each pay period or the equivalent of the employee's normal biweekly earnings, whichever is less, and up to twelve (12) weeks for a fifty-two (52) week period, if the employee to receive donated

leave or a member of the employee's immediate family has a serious health condition, the request is approved by the Judge, and the employee:

1. has no accrued paid leave; and
2. has completed his or her new hire probationary period; and
3. has applied for any paid leave or benefits program for which the employee is eligible; and
4. has applied for Family and Medical Leave (if eligible); and
5. leave taken under this program will be included and is subject to the 12 week limits of the Family and Medical Leave Act (if applicable); and
6. has no documented abuse or patterned use of sick leave; and
7. has provided acceptable written verification that the extended illness exists; and
8. is not receiving workers' comp or OPERS disability compensation; and
9. agrees to accept the leave under the terms of this policy and completes an "Application to Receive Donated Leave" form.

F. Donating Leave: Employees may donate leave if the request is approved by the Judge and the donating employee:

1. is not a member of the receiving employee's immediate family as defined above;
2. voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
3. donates a minimum of hours equivalent to one of the donor's regularly scheduled workdays in one donor day increments;
4. retains a sick leave balance of at least 80 hours;
5. completes an "Application to Donate Leave" form.

G. Administration: The leave donation program shall be administered on a pay period to pay period basis. The Judge as the Appointing Authority shall review the Application to Receive Donated Leave and the Application to Donate Leave to assure compliance with this policy. Donations of sick leave will be recorded in the order of their submission, and will not be considered actually donated nor be deducted from the transferor's balance or credited to the transferee's balance until the pay period such leave is actually used. Unused donation applications shall be returned to the transferor. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall never be converted into a cash benefit. The Appointing Authority shall maintain such records as are necessary for the administration of this program.

H. Certification: Employees who wish to donate sick leave shall certify:

- 1. The name of the employee for whom the donated leave is intended;
- 2. The number of hours to be donated;
- 3. That the employee will have a minimum sick leave balance after donation of at least 80 hours;
- 4. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned, unless per G above.

I. **Confidentiality:** The Judge as the Appointing Authority shall ensure that no employees are forced to donate leave. Appointing Authority shall respect an employee's right to privacy, however Appointing Authority may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave donations from employees. The donation of leave shall occur on a strictly confidential and voluntary basis.

J. **Applications:** Employees wishing to donate or receive donated leave may pick up applications from Kathy Werntz of the County Court.

Approved on 02/23/2023

Wm. J. Farrell
Judge

Approved by the Board of County Commissioners by action taken a regular meeting on _____.

**TUSCARAWAS COUNTY COURT
APPLICATION TO DONATE SICK LEAVE**

Donator's (transferor) Name: _____

Receiver's (transferee) Name: _____

Hours of sick leave to be donated - must be in one (1) donor day increments up to a maximum of ten (10) days (80 hours) equivalence:

Balance of sick leave after donation: _____

I certify that this request is made voluntarily. I was not coerced, intimidated or financially induced into donating leave. By signing, I relinquish all rights to the leave shown above and the benefits accrued to or attached to the same. I understand and agree that the donation of the leave is irrevocable and that no leave actually donated will be refunded to me. I certify that I will have at least 240 hours of sick leave after making this donation.

Witness signature Date

Transferor's (donator) signature Date

Certification

Sick leave balance above is certified as correct _____
Sick leave balance above is certified as incorrect _____
Balance of sick leave _____

Signature of Tuscarawas County Auditor
Or Designee Date



Sick Leave Donation: Approved
 Denied

Judge Date

RESOLUTION (180-2023) APPROVE MEMBERSHIP - LEPC NOMINEES



It was moved by Commissioner Ress, and seconded by Commissioner Zemis, to approve the following individuals to the Tuscarawas County Local Emergency planning Committee (LEPC) as submitted by the LEPC for the term beginning on August 11, 2021 to August 9, 2023.

Name	Title	Employed at
Kristin Zemis	Commissioner	Tuscarawas County
Greg Ress	Commissioner	Tuscarawas County
Joe Ridenour	Warehouse Associate	Hawkins, Inc.
Brian Satterfield	EHS&S Director	Dover Chemical

 State Emergency Response Commission Local Emergency Planning Committee Application for Appointment		
<small>c/o Ohio EPA, Lazarus Government Center 50 W. Town St., Ste. 700 PO Box 1049 Columbus, OH 43216-1049</small>		
Local Emergency Planning Committee: <u>Tuscarawas County</u> From <u>01/01/2023</u> through <u>08/09/2023</u>		
Name <u>Greg Ress</u>		
Title <u>Commissioner</u>		
Employed at <u>Tuscarawas County</u>		
<input type="checkbox"/> Fire <input type="checkbox"/> Law <input checked="" type="checkbox"/> Elected Official <input type="checkbox"/> Emergency Management <input type="checkbox"/> Hospital <input type="checkbox"/> First Aid <input type="checkbox"/> Health <input type="checkbox"/> Environmental <input type="checkbox"/> Transportation <input type="checkbox"/> Media <input type="checkbox"/> Community Group <input type="checkbox"/> Industry <input type="checkbox"/> Other:		
LEPC Officer <input type="checkbox"/> Information Coordinator <input type="checkbox"/> Emergency Coordinator <input type="checkbox"/> Chairperson <input type="checkbox"/> Vice Chairperson <input type="checkbox"/> Secretary		
County Commissioner Name <u>Chris Abbuhl</u>	Signature 	Date Signed <u>3/1/2023</u>

SERC 404

Adopted 4/8/2015

 State Emergency Response Commission Local Emergency Planning Committee Application for Appointment		
<small>c/o Ohio EPA, Lazarus Government Center 50 W. Town St., Ste. 700 PO Box 1049 Columbus, OH 43216-1049</small>		
Local Emergency Planning Committee: <u>Tuscarawas County</u> From <u>01/01/2023</u> through <u>08/09/2023</u>		
Name <u>Joe Ridenour</u>		
Title <u>Warehouse Associate</u>		
Employed at <u>Hawkins, Inc.</u>		
<input type="checkbox"/> Fire <input type="checkbox"/> Law <input type="checkbox"/> Elected Official <input type="checkbox"/> Emergency Management <input type="checkbox"/> Hospital <input type="checkbox"/> First Aid <input type="checkbox"/> Health <input type="checkbox"/> Environmental <input type="checkbox"/> Transportation <input type="checkbox"/> Media <input type="checkbox"/> Community Group <input checked="" type="checkbox"/> Industry <input type="checkbox"/> Other:		
LEPC Officer <input type="checkbox"/> Information Coordinator <input type="checkbox"/> Emergency Coordinator <input type="checkbox"/> Chairperson <input type="checkbox"/> Vice Chairperson <input type="checkbox"/> Secretary		
County Commissioner Name <u>Chris Abbuhl</u>	Signature 	Date Signed <u>3/1/2023</u>

SERC 404

Adopted 4/8/2015

Ohio State Emergency Response Commission		Local Emergency Planning Committee Application for Appointment
c/o Ohio EPA, Lazarus Government Center 50 W. Town St., Ste. 700 PO Box 1049 Columbus, OH 43216-1049		Local Emergency Planning Committee: Tuscarawas County
		From 01/01/2023 through 08/09/2023
Name	Brian Satterfield	
Title	EHS&S Director	
Employed at	Dover Chemical	
	<input type="checkbox"/> Fire <input type="checkbox"/> Law <input type="checkbox"/> Elected Official <input type="checkbox"/> Emergency Management <input type="checkbox"/> Hospital <input type="checkbox"/> First Aid <input type="checkbox"/> Health <input type="checkbox"/> Environmental <input type="checkbox"/> Transportation <input type="checkbox"/> Media <input type="checkbox"/> Community Group <input checked="" type="checkbox"/> Industry <input type="checkbox"/> Other:	
LEPC Officer		
	<input type="checkbox"/> Information Coordinator <input type="checkbox"/> Emergency Coordinator <input type="checkbox"/> Chairperson <input type="checkbox"/> Vice Chairperson <input type="checkbox"/> Secretary	
County Commissioner Name	Signature	Date Signed
Chris Abbuhl	<i>Chris Abbuhl</i>	3/1/2023

SERC 404

Adopted 4/8/2015

Tuscarawas County Local Emergency Planning Committee



2295 Reiser Avenue SE, New Philadelphia, OH 44663
 Phone: 330-308-6670 Fax: 330-308-6675

February 27th, 2023

Tuscarawas County Commissioners
 Courthouse Annex
 125 East High Avenue
 New Philadelphia, OH 44663

Dear Commissioners:

RE: Biannual LEPC Membership

The LEPC has voted to approve the enclosed list of names for appointment to the Local Emergency Planning Committee.

The applications for appointment are also enclosed. After the applications have been signed and dated, please return them to our office.

Upon receipt of your approval (a copy of the resolution), we will submit the applications to the State Emergency Response Commission (SERC) as required under 3750 ORC.

Sincerely,

TUSCARAWAS COUNTY LEPC

Noah Porter
 Secretary/Treasurer

Enclosures

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

RESOLUTION (181-2023)

PAY BILLS

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

Meeting Date - March 1, 2023

911

Cummins Sales & Service	Equipment	\$1,011.28	
Frontier	Service	\$46.30	
Frontier	Service	\$221.13	
Frontier	Service	\$229.45	
MNJ Technologies	License Subscription	\$18,318.00	
Ohio State Highway Patrol	LEADS	\$600.00	
			\$20,426.16

American Rescue Plan Act

	LoveTusc		
Tusc Arts Partnership	Sculpture/Proj#117	\$8,000.00	
Tusc Co Healthcare Consortium	Covid Claims Reimbursmnt	\$960,876.18	
			\$968,876.18

Auditor

Harris Computer Systems	Support Services	\$2,832.10	
	Cost Allocation 2023 per plan		
Tusc Co Treasurer	Cost Allocation 2023 per plan	\$11,743.00	
	Cost Allocation 2023 per plan		
Tusc Co Treasurer		\$5,872.00	
			\$20,447.10

Child Support

CBTS	Services	\$657.52	
First Communications	Services	\$17.28	
First-Citizens Bank & Trust Co	Copier Lease	\$347.50	
G & L Supply Inc	Supplies	\$150.49	
Quill Corporation	Supplies	\$414.90	
Staples Business Credit	Supplies	\$56.07	
Treasurer, State of Ohio	Elevator Cert Renewal Fee	\$101.25	
Verizon Wireless	Services	\$80.22	
			\$1,825.23

Clerk of Courts

AT & T	Service	\$47.59	
AT & T	Service	\$41.40	
Frontier	Services	\$11.09	
Frontier	Services	\$43.79	
Jeanne Stephen	Travel Reimbursement	\$117.60	
Tusc Co Commissioners	Cost Allocation	\$36,907.00	
Visual Edge IT	Service	\$697.09	
			\$37,865.56

Commissioners

AEP	Electric Utility	\$410.15	
Frontier	Service	\$569.38	
Frontier	Service	\$226.52	
G&L Supply	Supplies	\$256.02	
G&L Supply	Supplies	\$110.11	
Mastercard	Gas & Equipment	\$322.02	
ODP	Supplies	\$76.99	
Rex Pipe & Supply Co	Supplies	\$13.30	
Tusc Co Soil Consv	3rd Qtr Grant Distribution	\$42,436.00	
US Post Office	BRM Annual Maint Fee	\$860.00	
VEIT	Copies	\$10.47	
VEIT	Supplies	\$1,039.80	

			\$46,330.76
Common Pleas			
Erb's Upholster II	Services	\$1,550.00	
Great Lakes Computer Corp	Services	\$75.95	
MNJ Technologies Direct Inc	Equipment	\$1,924.63	
MNJ Technologies Direct Inc	Equipment	\$1,003.37	
MNJ Technologies Direct Inc	Equipment	\$3,960.00	
Staples Credit Plan	Supplies	\$163.37	
			\$8,677.32
Community & Economic Development			
	Registration		
Brooke Yates	Reimbursement	\$30.00	
OH Reg Dev Corp 'ORDC'	PY 2021 CHIP Proj #307	\$2,200.00	
Nicholas Construction	PY 2021 CHIP Proj #307	\$10,000.00	
			\$12,230.00
Community Corrections			
First Communication	Service	\$17.03	
Verizon Wireless	Service	\$325.20	
			\$342.23
Dog & Kennel			
AEP	Electric Utility	\$546.46	
Humble Creatures	Services	\$584.00	
Jim's Service Center	Repair	\$443.99	
Treasurer, Tusc Co	Cost Allocation	\$3,521.50	
Treasurer, Tusc Co	Cost Allocation	\$10,323.50	
Verizon Wireless	Services	\$35.10	
			\$15,454.55
Dress Down			
Wesley Shontz	January Special DDD	\$257.00	
			\$257.00
EMA			
Buehlers General Office	Supplies for Training	\$41.83	
EMA of Ohio	Training Registration	\$300.00	
			\$341.83
Engineer			
Barnhart TV & Antenna	Repair	\$59.99	
Copeco Inc	Copier Contract	\$1,496.00	
Dominion Energy Ohio	Gas Utility	\$2,383.76	
Dynamic Hydraulic Services Co LLC	Parts/Repair	\$3,211.28	
Galicks Inc	Materials	\$2,160.00	
GVM Inc	Parts	\$224.63	
Independence Business Supply	Supplies	\$3.81	
John Deere	Parts	\$463.01	
Liniform	Supplies	\$171.51	
Marlboro Supply LLC	Supplies	\$39,152.00	
National Lime & Stone	Material	\$697.82	
New Bedford Engine & Supply LLC	Parts	\$324.58	
Ohio Machinery	Supplies	\$56.67	
Ohio Machinery	Parts	\$576.97	
Pfeiffer Equip Co LLC	Repair	\$300.00	
Snyder Brothers Sales & Service	Parts	\$168.12	
Southeastern Equip Co	Parts	\$708.40	
Steve Brooks	Travel Reimbursement	\$19.20	
Stony Point Supply	Supplies	\$12,942.29	
Summers Rubber Company	Parts	\$303.82	
Terminal Supply Co	Supplies	\$161.64	

Tusc Co Clerk of Courts	Temp/Perm Easements	\$430.35	
Tusc Co Clerk of Courts	Temp/Perm Easements	\$335.12	
Tusc Co Recorder	Temp/Perm Easements	\$90.00	
Tusc Const Supply	Supplies	\$7,400.00	
			\$73,847.97
Human Resources			
Esquire Deposition Solutions	Services	\$305.20	
Esquire Deposition Solutions	Services	\$727.95	
Esquire Deposition Solutions	Services	\$520.10	
Harris Computer Systems	License Fee	\$43.15	
Harris Computer Systems	Uniface License	\$140.60	
Harris Computer Systems	Uniface License	\$9.52	
Tuscora SHRM	Registration Fee	\$30.00	
			\$1,776.52
Information Technology			
GoTo Technologies	Licensing	\$240.00	
MNJ Technologies	Subscription Fee	\$4,872.00	
OARnet	Services	\$145.00	
PDQ	Licensing	\$5,250.00	
Staples	Supplies	\$1.44	
Staples	Supplies	\$2,052.66	
			\$12,561.10
JFS			
Aaron & Leanna Kotasek	FC Travel	\$240.00	
Aaron & Leanna Kotasek	FC Daycare	\$690.00	
AEP	FACES PRVNT	\$250.57	
Amazon Capital Services	Relaxation Room	\$89.42	
Amazon Capital Services	FACES	\$321.99	
Ashley & Robert Bunton Jr	FC Training	\$82.50	
Benjamin & Emily Lippert	FC Training	\$82.50	
Capital One	Supplies	\$2,261.82	
Clear Communications	Interpreter	\$258.75	
Customink LLC	Kinship Licensing Incent Prg	\$571.11	
Erica Dalton	Travel Reimbursement	\$10.02	
Horizons of Tusc & Carrol	Transportation	\$14,753.69	
Jaime Grunder	FC Travel Reimbursement	\$18.31	
Jamie Grunder	Travel Reimbursement	\$11.40	
Kyler Lundholm LPM	Non-Recurring	\$724.50	
Lighthouse Family Ctr LTD	Services	\$600.00	
Lighthouse Family Ctr LTD	Services	\$150.00	
Lighthouse Family Ctr LTD	Evaluation	\$600.00	
Malissa Cantarero	Travel Reimbursement	\$249.72	
Monique Bailey-Et Al	AA & SAMS	\$17,107.91	
Quality Moments	Services	\$547.82	
Quality Moments	Services	\$329.03	
Ronald & Denise Tedrick	FC Transportation/Reimbrs	\$21.60	
Ronald & Denise Tedrick	FC Reimbursement	\$151.11	
Superfleet Mastercard Program	Gas	\$58.91	
The Village Network	Evaluations	\$2,000.00	
Tusc Co Health Dept	Birth Certificate	\$25.00	
			\$42,207.68
Juvenile/Probate			
ComDoc Inc	Copier Contract	\$40.21	
ComDoc Inc	Copier Contract	\$18.84	
ComDoc Inc	Copier Contract	\$51.00	
Great Lakes Computer Corporation	Server Maint Costs	\$160.00	
Great Lakes Computer Corporation	Server Maint Costs	\$160.00	

Shannon Davis	Services	\$292.50	
Staples	Supplies	\$50.45	
Staples	Supplies	\$51.47	
Tara Wright-Timberlake	Services	\$120.50	
Tara Wright-Timberlake	Services	\$367.50	
Tara Wright-Timberlake	Services	\$119.00	
Tara Wright-Timberlake	Services	\$112.50	
Theresa Wolf	Services	\$125.00	
Theresa Wolf	Travel Reimbursement	\$15.59	
Xerox	Copier Contract	\$14.64	
Xerox	Copier Contract	\$100.18	
Xerox	Copier Contract	\$100.18	
Xerox	Copier Contract	\$14.64	
Xerox	Copier Contract	\$14.64	
Xerox	Copier Contract	\$100.18	
			\$2,029.02
Law Library			
Independence Business Supply	Supplies	\$13.65	
			\$13.65
Park			
AEP	Electric Utility	\$140.97	
AEP	Electric Utility	\$115.13	
AEP	Electric Utility	\$42.49	
Ag-Pro Ohio LLC	Parts	\$64.83	
Gingers Bakery	Supplies	\$180.00	
Menards - NP	Supplies	\$53.45	
United Rentals (North America) Inc	Services	\$75.00	
Unkefer Sales LLC	Supplies	\$319.49	
VanMeters Auto Repair	Repair	\$272.71	
			\$1,264.07
Prosecutor			
Matrix Pointe Software	Subscription Fee	\$6,000.00	
Staley Technologies Inc	Services	\$1,198.00	
Treasurer, State of Ohio - OSHP	License Fee/Services	\$3,240.00	
Verizon Wireless	Services	\$40.65	
			\$10,478.65
Public Defender			
AEP	Electric Utility	\$383.62	
Blooms Printing & Design	Supplies	\$229.82	
Blooms Printing & Design	Supplies	\$159.18	
CSEA	CAC Utilities	\$142.81	
Gor-Con Construction, Inc	Reno/Build Out	\$10,000.00	
Gor-Con Construction, Inc	Reno/Build Out	\$19,496.00	
OACDL	Training	\$1,750.00	
Staples Credit Plan	Supplies	\$1,637.37	
TIAA Commercial Finance Inc	Copier Contract	\$255.63	
Wells Fargo Financial Leasing Inc	Copier Contract	\$45.00	
Westin Great Southern	Travel Reimbursement	\$1,003.00	
			\$35,102.43
Sheriff			
AEP	Electric Utility	\$8,248.60	
AEP	Electric Utility	\$38.70	
Arney Automotive LLC	Repairs	\$2,377.31	
Blasenhauer Plumbing & Heating	Repairs	\$3,411.27	
Culligan of Dover	Supplies	\$616.46	
Cummins Sales & Service	Equipment	\$1,321.61	

FedEx	Services	\$27.33	
Fenton Brothers Electric Inc	Supplies	\$27.00	
First Communications	Service	\$112.22	
Frontier	Services	\$2,440.20	
Lite Tactical Solutions	Equipment	\$1,128.82	
Mastercard	Travel Reimbursement	\$234.81	
Protegis Fire & Safety	Annual Testing/Inspections	\$1,000.00	
Silco Fire & Security	Services	\$229.50	
Staley Technologies	Repairs	\$900.00	
Staples	Supplies	\$206.15	
Staples	Supplies	\$64.99	
Vance Law Enforcement	Supplies	\$4,853.10	
Verizon Wireless	Service	\$1,596.52	
Wadsworth Service	Repairs	\$6,144.00	
			\$37,329.63
Southern District			
Navitas Credit Corp	Service	\$412.20	
Twin City Water & Sewer	Services	\$72.00	
			\$484.20
Treasurer			
Harris Computer Systems	Support Fee	\$620.90	
			\$620.90
Veterans			
MNJ Technologies Direct Inc	Equipment	\$165.00	
Pitney Bowes Inc	Supplies	\$182.58	
			\$347.58
Water & Sewer			
AEP	Electric Utility	\$51.45	
AEP	Electric Utility	\$753.79	
AEP	Electric Utility	\$1,131.87	
AEP	Electric Utility	\$155.53	
First Communications LLC	Service	\$202.81	
Frontier	Service	\$44.82	
Frontier	Service	\$51.30	
Hajoca Corp Rex Pipe & Supply	Materials	\$212.05	
Hawkins Water Treatment Group	Cylinder Charge	\$70.00	
Hawkins Water Treatment Group	Cylinder Charge	\$20.00	
Middaugh Printers	Supplies	\$135.00	
MNJ Technologies	Supplies/Repair	\$148.00	
National Lime & Stone Co	Material	\$489.66	
Ohio Light Truck Parts	Equipment	\$369.90	
Ohio Light Truck Parts	Equipment	\$369.90	
Operator Training Committee of OH	Training	\$660.00	
Otto Electric Ltd	Repairs	\$270.00	
Smart Bill	Services	\$2,313.77	
Troy Pantilis	Services	\$320.00	
Tuscarawas Utilities	Water for Resale	\$2,871.87	
Twin City Water & Sewer Dist	Sewage Disposal	\$9,218.61	
USP Sign & Graphics	Services	\$149.00	
USP Sign & Graphics	Services	\$149.00	
Verizon Wireless	Service	\$428.96	
Wayne Garage Door Sales & Serv Inc	Repair	\$302.50	
World Fuel Services Inc	Fuel	\$849.04	
			\$21,738.83
	GRAND		
	TOTAL		\$1,372,876.15

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

RESOLUTION (182-2023) ADVISEMENT – BIDS – PROJECT #5-2023 - BRIDGE DECK WATERPROOFING & PAVING

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to take under advisement the bids for Project #5-2023 - Bridge Deck Waterproofing & Paving as publicly opened and read aloud on March 1, 2023 by Genaro DeMonte, Assistant Engineer.

**PROJECT #5-2023
 BRIDGE DECK WATERPROOFING & PAVING**

**BID TABULATION
 March 1, 2023 @ 10:30 a.m.**

ENGINEER'S ESTIMATE: \$140,000

BIDDER	AMOUNT	BOND
Newton Asphalt	\$138,270.00	X

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


OTHER BUSINESS: *Commissioner Zemis thought it was great that the Commissioners were afforded the opportunity to go to CCAO for New Commissioners Training. It was very helpful and she learned a lot. Commissioner Abbuhl stated training is necessary and beneficial as elected officials to gather information and build relationships with others. Commissioner Ress thought the training went really well.*

RESOLUTION (183-2023) ADJOURN


It was moved by Commissioner Zemis, seconded by Commissioner Ress, to adjourn at 10:32 a.m. to meet in Regular session Monday, the 6th day of March, 2023.

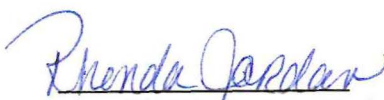
VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

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