# March 15, 2023

# Agenda

Lord's Prayer Pledge of Allegiance

9:15 a.m. National Drug and Alcohol Facts Week Proclamation – Sierra Schweitzer, OhioGuidestone 9:45 a.m. Bid Opening – Wilkshire Hills Water System Improvement – Contract 2 - Mike Jones, Sanitary Engineer

> Approve Minutes 3-6-23 Approve Minutes 3-8-23 Approve Minutes 3-13-23

Approve Before/After Expenditures

Approve Contract - Project #5-2023 - Bridge Waterproofing and Patch Paving

Authorize Agreement - Fair Housing Services - TMHA

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 15th DAY OF MARCH, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl Greg Ress

Commissioner Chris Abbuhl presiding.

NOTE: Commissioner Zemis was absent.

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

### RESOLUTION (231-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the minutes from the March 6, 2023 meeting as written.

VOTE:

Chris Abbuhl, yes;

Kristin Zemis, absent;

Greg Ress, yes;

## RESOLUTION (232-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the minutes from the March 8, 2023 meeting as written.

VOTE:

Chris Abbuhl, yes;

Kristin Zemis, absent;

Greg Ress, yes;

# RESOLUTION (233-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the minutes from the March 13, 2023 meeting as written.

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VOTE:

Chris Abbuhl, yes;

Kristin Zemis, absent; Greg Ress, yes;

### **RESOLUTION (234-2023)**

#### BEFORE/AFTER EXPENDITURES

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

| VENDOR           | OFFICE                | AMOUNT     |  |
|------------------|-----------------------|------------|--|
| COMDOC, Inc      | Community Corrections | \$530.82   |  |
| Sheriff's Office | Community Corrections | \$391.56   |  |
| Ohio AMS         | Community Corrections | \$1,903.07 |  |
| Ohio AMS         | Community Corrections | \$5,028.43 |  |

VOTE:

Chris Abbuhl, yes;

Kristin Zemis, absent;

Greg Ress, yes;

# RESOLUTION (235-2023) APPROVE CONTRACT AND PUBLIC IMPROVEMENT AGREEMENT – PROJECT #5-2023 – WATERPROFFING & PATCH PAVING – NEWTONASPHALT PAVING, INC

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the contract and public improvement agreement with Newton Asphalt Paving, Inc. for Project #5-2023, Bridge Deck Waterproofing and Patch Paving in the amount of \$138,270.00. Appointing Chris Arthurs as Prevailing Wage Coordinator. This action is taken upon recommendation of Joseph Bachman, Engineer and approved as to form by Kristine Beard, Assistant County Prosecutor.

#### TUSCARAWAS COUNTY PROJECT # 5-2023

### CONTRACT

For: Waterproofing and Patch Paving

THIS CONTRACT, made and entered into at <a href="New Philadelphia">New Philadelphia</a>, OHIO, this <a href="15">15</a> day of <a href="March">March</a>, <a href="2023">2023</a>, by and between the Board of Tuscarawas County Commissioners, hereinafter called the COUNTY, and a corporation, partnership, individual or <a href="March known">known as; Newton Asphalt Paving, Inc.</a> with an office located at <a href="P.O.Box 86">P.O.Box 86</a>, <a href="Strasburg">Strasburg</a>, OH 44680</a>, hereinafter called the CONTRACTOR.

WITTNESSETH: 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:

- 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.

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| CONTRACTOR   | a stranger of the                     |
|--|---------------------------------------|
| Witness: Huyan / Kluss                                     | By: Jeffy A. Ben                      |
| Date:  | Title: Presion.                       |
| (If the CONTRACTOR is a corporation, the c                 | orporate seal must be affixed hereon) |
| BOARD OF TUSCARAWAS COUNTY COM                             | MISSIONERS                            |
| Attest: Khinda Jardan                                      | By: (Chairman)                        |
| Date: 3-15-93  | Kristin Zemis, absent                 |
|  | Greg Ren                              |
| Approved as to form and legal sufficiency  Kusturi W. Raul |                                       |
| Tuscarawas County Prosecuting Attorney                     |                                       |
| Date: 3/13/2023  |                                       |

OTHER DESCRIPTION

#### TUSCARAWAS COUNTY PROJECT # 5-2023

#### PUBLIC IMPROVEMENT AGREEMENT

This agreement is made as of <u>March 15, 2023</u>, between the <u>Tuscarawas</u> <u>County Commissioners</u> by and through the <u>County of Tuscarawas</u>, Ohio (hereinafter the PUBLIC AUTHORITY) and <u>Newton Asphalt Paving, Inc.</u> (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. Chapter 4115, lie.

#### It is hereby agreed:

- 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.
- 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. 2)
- 3) That the General Contractor shall cause to be posted in a prominent and reat 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.
- 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. 4)

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- That the Public Authority shall appoint a prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the prevailing wage coordinator are incorporated herein;

  a) Set up and maintain files containing all contractor's and subcontractor's payroll reports.

  b) Maintain a list of pay dates.
  c) Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor.

  1) If the project is to exceed four months all reports all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
  2) If the project is to last less than four months, all reports are to be 'filed weekly after the initial report.

  d) Monitor compliance with the Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are being compiled 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 5)

  - f) The coordinator is to report any non-compliance to the Director of the Department of Industrial Relations in writing.
- The PUBLIC AUTHORITY shall notify the CONTRACTOR and the CONTRACTOR shall notify each subcontractor of the identity of the Prevailing Wage Coordinator 6)
- 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. 7)
- 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.
- The CONTRACTOR shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
- The CONTRACTOR shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself and subcontractors. 10)

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.

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VOTE:

Chris Abbuhl, yes; Kristin Zemis, absent; Greg Ress, yes;

# RESOLUTION (236-2023) AUTHORIZE AGREEMENT – FAIR HOUSING SERVICES – TUSC METROPOLITAN HOUSING AUTHORITY (TMHA)

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to authorize the execution of an agreement to allow Tuscarawas County Office of Community & Economic Development to provide Fair Housing consulting services to Tuscarawas Metropolitan Housing Authority for the 2023 calendar year. This resolution also authorizes the president and/or the vice president of the Board of Commissioners to sign any and all documentation related to the execution of said contract/agreement. This action is taken upon the recommendation of Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development.

# AGREEMENT FOR FY-2023 FAIR HOUSING ADMINISTRATION SERVICES FOR TUSCARAWAS METROPOLITAN HOUSING AUTHORITY

THIS AGREEMENT made and entered into by and between Tuscarawas Metropolitan Housing Authority (hereinafter called "TMHA") and the Tuscarawas County Board of Commissioners, represented by the Office of Community & Economic Development (hereinafter called "OCED").

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the

TIME OF PERFORMANCE
OCED will provide Fair Housing services for TMHA from January 1, 2023 through OCED will provide December 31, 2023.

GENERAL INFORMATION

OCED's staff will be available to receive and handle Fair Housing questions and complaints during their normal office hours, Monday through Friday from 8:00am — 4:30pm, excluding national holidays. A voice mail system is also available to record calls during non-business hours. An attempt will be made to return all calls received in a timely manner. A county website link is also available that provides general Fair Housing information, contact information, and state & federal links for the general public. H.

- FAIR HOUSING COMPLAINT INTAKE & REFERRAL
  All public inquiries and/or complaints for fair housing will be logged in a spreadsheet. If the complaint should be a potential fair housing complaint, the individual will be:

  Informed of his/her rights to fair housing,
  Informed of remedies that are available
  Offered written literature that includes contact information for US Department of Housing & Ohio Civil Rights Commission
  Offer to mail the individual an OCRC complaint form or offer an appointment at the county offices to discuss the complaint & help the individual file a written complaint form
  Inquiries and/or complaints that are not related to Fair Housing will also be logged under a separate section in the spreadsheet. 111.

- TENANT BRIEFING TRAININGS
  An OCED staff member will speak at TMHA Tenant Briefings to fulfill all fair housing requirements for your individual program with the presentation tailored to your audience. IV.
  - OUTREACH

    At a minimum, the number of copies of current fair housing brochures identified in your fair housing program will be distributed in places that will benefit the target area as specified in your program. Additional copies of brochures will be provided to TMHA upon request at no charge.

TMHA FY2023 Fair Housing Administration Agreement

REPORTS & BILLING

OCED will provide TMHA with services for fair housing including all overhead, travel & other expenses for \$1,700.00 during Jan-Dec 2023. OCED will send TMHA an invoice and corresponding reports at the end of the contract year for all work completed. Periodic reports will be made available to TMHA upon request any time through out the contract. The reports will contain information on each of the Tenant Briefings, all inquiries and/or complaint logs along with their outcomes (if known or available), total number of brochures and posters distributed and to what locations, and any other general information. All pertinent state and federal guidelines will be followed. VI.

TERMINATION OF CONTRACT

Either Party may terminate this agreement at any time with a minimum of thirty (30) of written notice to the other Party. If the agreement is terminated by TMHA, then Of will be will be paid an amount based on the time and expenses incurred by OCED to the effective date of such termination.

## AUTHORITY FOR THIS AGREEMENT

| July P. Garale   | Date         |
|--|--------------|
| Lair William   | Date 03/1.47 |
|  | Date         |
|  |              |
| For Tuscarawas County Commissioners                              | s:           |
| For Tuscarawas County Commissioners                              | Date 3/15/20 |
| For Tuscarawas County Commissioners  For Tuscarawas County OCED: | Date 3/15/20 |

VOTE:

Chris Abbuhl, yes; Kristin Zemis, absent; Greg Ress, yes;

# **RESOLUTION (237-2023)**

# **PAY BILLS**

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

| Child Support                |                                |             |             |
|------------------------------|--------------------------------|-------------|-------------|
| Pitt's Fire Extinguisher Inc | Services                       | \$86.00     |             |
| Treasurer, Tuscarawas County | Training                       | \$130.00    |             |
| VFIT                         | Copier Fees                    | \$130.00    |             |
| VLII                         | Copier rees                    | \$10.08     | \$234.08    |
| Clerk of Courts              |                                |             | \$254.00    |
| Occupational Medicine        | Services                       | \$45.00     |             |
|                              |                                | ,           | \$45.00     |
| Commissioners                |                                |             |             |
| Fenton Brothers Electric Inc | Supplies                       | \$107.04    |             |
| First Communications         | Services                       | \$24.08     |             |
| First Communications         | Services                       | \$79.41     |             |
| Spare Key Locksmith          | Services                       | \$60.00     |             |
| Treasurer, Tuscarawas County | <b>CSEA Parking Lot Repair</b> | \$2,809.98  |             |
| VEIT                         | Supplies                       | \$1,039.80  |             |
|                              |                                |             | \$4,120.31  |
| <b>Community Corrections</b> |                                |             |             |
| Ohio AMS                     | Services                       | \$11,502.00 |             |
|                              |                                |             | \$11,502.00 |
| Dog & Kennel                 |                                |             |             |
| Action NOW Pest Control      | Service                        | \$45.00     |             |
| Humble Creatures             | Services                       | \$463.50    |             |
| Humble Creatures             | Services                       | \$221.00    |             |
| Pitt's Fire Extinguisher     | Services                       | \$56.00     |             |
|                              |                                |             | \$508.50    |
| Dress Down                   |                                |             |             |
| Akron Children's Hospital    | Dec 2022 Donations             | \$200.00    |             |
| Community Hospice            | Jan 2023 Donations             | \$285.00    |             |
|                              |                                |             | \$485.00    |
| Information Technology       |                                |             |             |
| Pioneer 360                  | Wireless Project               | \$75.00     |             |
|                              |                                |             | \$75.00     |
|                              |                                |             |             |
|                              |                                |             |             |
|                              |                                |             |             |
| JFS                          |                                |             |             |
| Anthony Farrow - Et Al       | Net Mileage                    | \$7,071.00  |             |
| Carrington Youth Academy LLC | BDG Home                       | \$12,600.00 |             |
|                              |                                |             | \$19,671.00 |
| Juvenile/Probate             |                                |             |             |
| Tracey Penrod                | Training                       | \$47.00     |             |
| Massillon Plaque Company     | Supplies                       | \$206.61    |             |
|                              |                                |             | \$253.61    |
| Muni Court Probation         |                                |             |             |
| Ohio AMS                     | Services                       | \$4,107.00  |             |
|                              |                                |             | \$4,107.00  |
| Prosecutor                   |                                |             |             |
| Matrix Pointe Software LLC   | Subscription Fee               | \$3,000.00  |             |
|                              |                                |             |             |

|                                     |                      |             | \$3,000.00                              |
|-------------------------------------|----------------------|-------------|---|
| Public Defender                     |                      |             |   |
| Brandy Thorne                       | Travel Reimbursement | \$205.00    |   |
| John Watters                        | Travel Reimbursement | \$344.76    |   |
| John Watters                        | Travel Reimbursement | \$9.04      |   |
| Lisa Caldwell                       | Travel Reimbursement | \$205.00    |   |
| Matt Trissel                        | Travel Reimbursement | \$215.87    |   |
| Nicole Stephan                      | Travel Reimbursement | \$434.97    |   |
|                                     |                      |             | \$1,414.64                              |
| Recorder                            |                      |             |   |
| GovOS                               | Services             | \$4,125.00  |   |
|                                     |                      |             | \$4,125.00                              |
| Sheriff                             |                      |             |   |
| Diamond Drugs Inc                   | Supplies             | \$8,487.60  |   |
| Diamond Drugs Inc                   | Supplies             | \$12,605.61 |   |
| Elite Tire Dover Inc                | Repairs              | \$80.58     |   |
| Mastercard                          | Supplies             | \$1,575.05  |   |
| Mastercard                          | Travel Expenses      | \$71.06     |   |
| Mastercard                          | Travel Expenses      | \$285.00    |   |
| Steel Valley Portable X-Ray Service | Services             | \$200.00    |   |
| •                                   |                      |             | \$23,304.90                             |
| Treasurer                           |                      |             |   |
| Independence Business Supply        | Supplies             | \$10.41     |   |
| , , ,                               |                      |             | \$10.41                                 |
| Water & Sewer                       |                      |             |   |
| AEP                                 | Electric Utility     | \$550.19    |   |
| AEP                                 | Electric Utility     | \$327.16    |   |
| GIS Cloud Inc                       | Subscription Fee     | \$125.00    |   |
| GIS Cloud Inc                       | Subscription Fee     | \$125.00    |   |
| Great Lakes Water & Waste Systems   | Materials            | \$54.84     |   |
| Ohio Light Truck Parts              | Equipment            | \$999.00    |   |
| Simo Eight Frank Larts              | 240.6                | ,           | \$2,181.19                              |
|                                     |                      |             | , |
|                                     |                      | GRAND       |   |
|                                     |                      | TOTAL       | \$75,037.64                             |

VOTE:

Chris Abbuhl, yes; Kristin Zemis, absent; Greg Ress, yes;

**OTHER BUSINESS:** Commissioner Abbuhl asked Kerry Metzger, former Commissioner, and history buff, what he thought today was. Mr. Metzger replied there was a Revolutionary War Battle happening. Mr. Metzger also stated today is the birthday of Tuscarawas County. We were confirmed the  $27^{th}$  County in the State of Ohio.

**PROCLAMATION:** Kerry Metzger, Empower Tusc Chairperson, Piper Olson, Y2Y (TCC), Carson Norris, Y2Y (TCC), Sierra Schweitzger, Y2Y & Empower Tusc, Jodi Salvo, Empower Tusc were all present for the National Drug & Alcohol Facts Week (NDAFW) Proclamation and presentation.

Piper & Carson started the presentation off with a PowerPoint presentation by stating National Drug & Alcohol Facts Week inspires conversations about the science of drug use and addiction. Efforts to empower teens and young adults to make informed decisions about drugs and alcohol and to support their mental health are more important than ever. NDAFW was launched in 2010 by scientists at the National Institute on Drug Abuse (NIDA) to stimulate educational events in communities so teens can learn what science has taught us about drug use and addiction.

In 2021, it was reported that 3% of Tuscarawas County youth were current smokers, 12% of youth had used an electronic vapor product in the past 30 days, 5% of youth used marijuana at least once in the past 30 days and 8% of youth had at least one drink of alcohol in the 30 days. This increases to 25% of those ages 17 and older.

The Youth-to-Youth groups from Claymont, Strasburg and TCC are all participating in a video regarding their "why's" on being substance free. All three groups have been working on "advocacy

Commissioner Abbuhl asked if anyone knew the effects on the body between smoking and vaping? Piper stated the advocacy project at TCC was the effects on smoking/vaping, and they are two different things. Vaping is equivalent to 50 cigarettes is you finish one vape.

Commissioner Ress stated the more you look into vaping, the more questions you have, like what is in it and where does it come from? Jodi Salvo stated it is 100% un-regulated. Some of the issues is really the unknown with vaping. Like with big tobacco, it took years for us to understand what those long-term effects are. It is still unknown what some of the chemicals used in the vapes will do when they are heated to a high heat. The question is, is vaping safer than tobacco? We cannot say for sure yet, but I can confidently say, we are going to see cancer from vaping in the future. The vape colors and the flavors are made to attract young people and this is what is disturbing.

Commissioner Ress asked if Empower Tusc was going to take on gabling addiction as well? Jodi said they were. Mr. Ress said back in the day, you had to pay cash to gamble, and therefore had to have the money in hand. Now, the gambling is done online with a credit or debit card and this is going to create new issues that are going to be negative on people and families.

Commissioner Abbuhl stated he appreciates the work that everyone is doing. Piper and Carson have great leadership ability, have stepped up to the plate to represent your age group and your school and have done a fantastic job. Empower Tusc and Y2Y have a great advocate in Mr. Metzger. He is a very good leader, good at research and keeping up on things. Our youth would not be involved in these types of things if it was not for the adults being leaders and organizing it all. You never know who you have touched in a positive way with all of the activities you do.

Kerry Metzger added that we do have a great group of kids. I was so impressed when we went to the National Leadership Forum in DC. Carson and Max Metz went also and everyone was impressed with their presentations in front of the Congressmen. They presented so well that Congressman Balderson invited them back to testify in front of one of his committees. The Commissioners were invited to the Empower Tusc Coalition meeting at CVB on April 14, 2023 @ 9 a.m.

The Clerk read the Proclamation onto the record.

# RESOLUTION (238-2023) PROCLAMATION – NATIONAL DRUG AND ALCOHOL FACTS WEEK

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the following resolution proclaiming March 20 – March 26, 2023 as National Drug and Alcohol Facts Week.



3/15/23

VOTE:

Chris Abbuhl, yes; Kristin Zemis, absent;

Greg Ress, yes;

# RESOLUTION (239-2023) ADVISEMENT – BIDS – WILKSHIRE HILLS WATER SYSTEM IMPROVEMENT – CONTRACT #2

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to take under advisement the bids for Wilkshire Hills water System Improvement Contract #2 as publicly opened and read aloud by Michael B. Jones, Sanitary Engineer.

# TUSCARAWAS COUNTY COMMISSIONERS TUSCARAWAS COUNTY, OHIO CONTRACT 2 - WILKSHIRE HILLS WATER SYSTEM IMPROVEMENTS WEDNESDAY MARCH 15, 2023, AT 9:45 AM

WEDNESDAY, MARCH 15, 2023, AT 9:45 AM
THRASHER PROJECT # 101-010-01120

| 3 937 CCO~ RIDDERS CHECKLIST & TALL V SHEET |                             |                |                                      |    |    |    |
|---|-----------------------------|----------------|--------------------------------------|----|----|----|
| CONTRACTOR                                  | BID OPENING<br>REQUIREMENTS | TOTAL BASE BID | TOTAL ALTERNATE BIDS (If Applicable) |    |    |    |
|   | FULFILLED                   |                | #1                                   | #2 | #3 | #4 |
| ABC Piping Co                               | -                           |                |                                      |    |    |    |
| Kinsey Excevating & Trucking                | -                           |                |                                      |    |    |    |
| Maguire Iron                                |                             |                |                                      |    | -  |    |
| Stanley Miller Construction                 |                             | 4-353-637      |                                      |    |    |    |

VOTE:

Chris Abbuhl, yes; Kristin Zemis, absent;

Greg Ress, yes;

## RESOLUTION (240-2023) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to adjourn at 9:48 a.m. to meet in Regular session Monday, the 20th day of March, 2023.

VOTE:

Chris Abbuhl, yes; Kristin Zemis, absent;

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.

ABSTAINED

Kristin Zemis

Attest: Rhonda Jordan, Clerk