

May 10, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

Approve Minutes 5-8-23

Approve Dog & Kennel Report – April 2023

Approve Treasurer's Investments – April 2023

Approve Contract 2 – Wilkshire Hills Water System Improvements – Stanley Miller Construction Company

Approve Hire – Park Department – Seasonal Worker - Shumaker

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 10th DAY OF MAY, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (394-2023) APPROVE MINUTES

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

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

RESOLUTION (395-2023) DOG & KENNEL REPORT – APRIL 2023

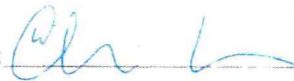
It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the Dog & Kennel Report for April, 2023 as submitted by Elizabeth Lewis, Facility & Adoption Specialist:



DOG & KENNEL MONTHLY REPORT

April 2023

1)	Total dogs picked up by Wardens (a+b)		28
	a. Owner requested pick up		0
	b. Strays picked up by Wardens		28
2)	Strays brought in by public		6
3)	Dogs brought to pound by owners		19
4)	Total dogs to Pound (1+2+3)		53
5)	Dogs adopted		11
6)	Dogs redeemed by owners		23
7)	Number of dogs euthanized		7 (PD=3, OR=2, CO=2)
8)	Released to rescues		11
	a. Pull fees	\$	100
9)	Pound fees	\$	1704
10)	Pick up fees	\$	920
11)	License fees	\$	672
12)	Licenses sold on the road by Wardens		0
13)	Licenses sold at the Pound		27
14)	Complaints handled		58
15)	Citations issued		9
16)	Animal claims		0
17)	Mileage on trucks	F150 2022	Truck #1 1655.3
		F150 2021	Truck #2 1386.5
		F150 2017	Truck #3 0
			Total 3041.8

Submitted by: 

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

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

RESOLUTION (396-2023) APPROVE TREASURER'S INVESTMENTS (April 2023)

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

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

May 3, 2023

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

Commissioners:

As provided by Section 135.35(L)(5) of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of **April, 2023**.

April Depository and Investment income received is: \$343,451.00. This brings the cumulative interest total as of April 30th to \$1,278,044.63. The estimated investment income for 2023 is \$2,300,000.

Monthly Investment Total = \$82,060,525.65

Balance in Checking Acct. – JPMorgan Chase \$7,188,050.10 Huntington \$1,155,367.24

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

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

RESOLUTION (397-2023) APPROVE CONTRACT – CONTRACT 2 – WILKSHIRE HILLS WATER SYSTEM IMPROVEMENTS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the contract with Stanley Miller Construction Company, Inc. in the amount of \$4,353,637.00 for the Wilkshire Hills Water System Improvements. This action is taken upon recommendation of Mike Jones, Sanitary Engineer and Steven A. Anderson, Special Counsel.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Tuscarawas County Commissioners** ("Owner") and **Stanley Miller Construction Company, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Work of the Project includes the construction of a new addition to the existing water treatment plant that will house a new vertical pressure filter system including all ancillary work. A new water storage tank shall be constructed to supply water for backwash cycles and a settling tank for treatment of the backwash water. In addition, two master meters in the distribution system shall be constructed.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Work of the Project includes the construction of a new addition to the existing water treatment plant that will house a new vertical pressure filter system including all ancillary work. A new water storage tank shall be constructed to supply water for backwash cycles and a settling tank for treatment of the backwash water. In addition, two master meters in the distribution system shall be constructed.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **The Thrasher Group, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
 - A. The Work will be substantially complete within 330 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 360 days after the date when the Contract Times commence to run.

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- 4.04 *Milestones*
 - A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 1. Milestone 1 – Not Used
 2. Milestone 2 – Not Used
 3. Milestone 3 – Not Used
- 4.05 *Liquidated Damages*
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. *Substantial Completion:* Contractor shall pay Owner \$1,000.00 plus costs incurred by Owner and Engineer as a result of the work not being completed including but not limited to RPR fees, Engineering fees and Permit fees, for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete. Cost will be based off of the rate schedule in the Engineering Service Agreement.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
 - B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
 - C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

Deleted

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4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. ~~For all Work other than Unit Price Work, a lump sum of \$As described in Bid Form. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~
- B. ~~For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	As described in Bid Form			\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

~~Deleted~~

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C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$As described in Bid Form.

~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

~~Deleted~~

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments: Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

~~Deleted~~

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

* Unless adjusted at the Pre Construction Conference.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

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6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 1.5 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Additional Supplemental General Conditions.
 - 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers 1 to 5, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ~~C-410~~ pages 1-11, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

<p>Owner:</p> <p><u>Tuscarawas County Commissioners</u> <small>(typed or printed name of organization)</small></p> <p>By: <u></u> <small>(individual's signature)</small></p> <p>Date: <u>May 10, 2023</u> <small>(date signed)</small></p> <p>Name: <u>Chris Abbuhl</u> <small>(typed or printed)</small></p> <p>Title: <u>Commissioner</u> <small>(typed or printed)</small></p> <p>Attest: <u></u> <small>(individual's signature)</small></p> <p>Title: <u>Clerk of the Board</u> <small>(typed or printed)</small></p> <p>Address for giving notices: <u>125 E High Ave</u> <u>New Philadelphia, OH 44663</u></p> <p>Designated Representative: Name: _____ <small>(typed or printed)</small> Title: _____ <small>(typed or printed)</small> Address: _____</p> <p>Phone: _____ Email: _____ <small>(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)</small></p>	<p>Contractor:</p> <p><u>Stanley Miller Construction Company, Inc.</u> <small>(typed or printed name of organization)</small></p> <p>By: <u></u> <small>(individual's signature)</small></p> <p>Date: <u>4-28-2023</u> <small>(date signed)</small></p> <p>Name: <u>DAVID S. MILLER</u> <small>(typed or printed)</small></p> <p>Title: <u>PROJECT MGR</u> <small>(typed or printed)</small></p> <p><small>(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</small></p> <p>Attest: <u></u> <small>(individual's signature)</small></p> <p>Title: <u>Project Manager</u> <small>(typed or printed)</small></p> <p>Address for giving notices: <u>2250 Howenstine Dr SE</u> <u>East Sparta, OH 44626</u></p> <p>Designated Representative: Name: _____ <small>(typed or printed)</small> Title: _____ <small>(typed or printed)</small> Address: _____</p> <p>Phone: _____ Email: _____ License No.: _____ <small>(where applicable)</small> State: _____</p>
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VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

PARK DEPARTMENT SEASONAL HIRE: *Jesse Rothacher, Park Director, was present to request the hiring of a Seasonal Worker for the Park Department. Nathan also worked last summer at the Park Department. Commissioner Abbuhl asked if Nathan Shumaker goes through a safety program for the equipment used at the Park Department? Jesse stated Nathan will be trained on our safety standards and supervised on any equipment he uses.*

RESOLUTION (398-2023) APPROVE HIRE - PARK DEPARTMENT - SEASONAL WORKER - SHUMAKER

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

WHEREAS, Nathan Shumaker has been determined by the Board of Commissioners to meet the minimum qualifications established for the classification of Park Department - Seasonal Worker.

WHEREAS, the classification of is considered to be in the unclassified service, pursuant to Ohio Revised Code 124.11.

Therefore, be it resolved by that Nathan Shumaker shall begin his employment as part-time Park Department Seasonal Worker effective Thursday, May 11 in the unclassified service rate of \$13.50 per hour.

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

RESOLUTION (399-2023) PAY BILLS

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

Meeting Date - May 10, 2023

Clerk of Courts

Independence Business Supply	Supplies	\$49.98	
			\$49.98

Commissioners

City of NP Water Office	Service	\$367.95	
City of NP Water Office	Service	\$265.80	
City of NP Water Office	Service	\$205.70	
City of NP Water Office	Service	\$63.75	
Connolly Hillyer & Ong Inc	Services	\$680.00	
Frontier	Service	\$50.03	
G&L Supply	Supplies	\$241.04	
G&L Supply	Supplies	\$939.52	
G&L Supply	Supplies	\$1,287.75	
GovDeals	Fees	\$32.50	
Koorsen Fire & Security	Annual Fee	\$600.00	
ManCan	Services	\$999.20	
MNJ Technologies	Printer/Maint Bldg	\$314.00	
OMEGA	Registration	\$30.00	
Tusc Co Treasurer	Auction Distribution	\$469.50	
			\$1,633.23

Common Pleas

Blooms	Supplies	\$460.00	
Interpreters XP LLC	Services	\$520.00	
Thomas Reuters-West Payment Ctr	Library Fees	\$168.83	
			\$1,148.83

Community & Economic Development

Staples	Supplies	\$63.28	
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			\$3,963.28
Dog & Kennel			
Humble Creatures Veterinary Clinic	Services	\$115.00	
Miller's Clothing	Supplies	\$771.60	
NP Water Dept	Services	\$97.38	
Oak Pointe Veterinary Care	Services	\$105.45	
Tusc Co Sheriff's Office	Gas	\$380.27	
			\$1,469.70
EMA			
VEIT	Copier Contract	\$39.11	
			\$39.11
Engineer			
Asphalt Materials	Material	\$14,418.51	
Dover Brake Inc	Parts	\$76.46	
Fastenal Co	Supplies	\$2,737.50	
Galicks Inc	Supplies	\$21.00	
Gemstone Gas & Welding Supplies	Supplies	\$21.05	
Kyle Weygandt	Training	\$500.00	
NP Water Dept	Service	\$389.55	
OMCTC	Services	\$307.00	
Soehnlén Sand & Gravel Inc	Material	\$6,831.23	
Southeastern Equipment	Parts	\$1,395.32	
Starlight Enterprises	Services	\$530.00	
Summers Rubber Co	Supplies	\$106.99	
Twin City Automotive	Parts	\$687.56	
Walton Auto Parts	Repair	\$669.95	
Young Truck Sales	Parts	\$7.23	
Ziegler Tire	Tires	\$350.00	
			\$29,049.35
Information Technology			
Horizon	Services	\$608.00	
MNJ Technologies	Equipment	\$8,340.00	
			\$8,948.00
JFS			
Business Card	Subscription Fees	\$751.23	
G&L Supply	Supplies	\$997.91	
Generator Systems Inc	Equipment	\$660.45	
Horizons of Tuscarawas & Carr	Transportation	\$13,469.38	
Horizons of Tuscarawas & Carr	Transportation	\$244.50	
Menard's	Supplies	\$137.79	
Midvale Motoe Speedway LLC	Fraud Prevention	\$1,200.00	
Ohio Turnpike	Equipment	\$6.75	
Postmaster New Philadelphia	BRM Fee	\$1,000.00	
Society For Equal Access	Transportation	\$46,154.66	
Tusc Co Commissioners	Loan Repayment	\$26,792.18	
Tusc Co Water & Sewer Dept	Services	\$150.00	
YMCA Camp Tippecanoe	Kinship	\$1,880.00	
			\$93,444.85
Park			
AEP	Electric Utility	\$40.96	
AEP	Electric Utility	\$30.26	
Kimble Recycling	Services	\$20.00	
Menard's NP	Supplies	\$17.17	
Menard's NP	Supplies	\$19.97	
Menard's NP	Supplies	\$82.62	
US Bank Equipment Finance	Copier Contract	\$158.64	

			\$71.22
Sheriff			
Staples	Supplies	\$267.70	
			\$267.70
		GRAND	
		TOTAL	\$140,085.25

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

OTHER BUSINESS: *Commissioner Abbuhl mentioned that Sky, Maintenance Supervisor, has made arrangements to have the grass mowed where the Multi-Purpose Building is going to be built. The grass has been mowed, and will continue to be mowed weekly.*

Commissioner Abbuhl went to Columbus on May 9, 2023 to testify on support of the state's concurrent resolution to Repeal the Windfall Elimination Provision at the Pension and Finance Committee Hearing at the State House. There were at least four people who testified in person and there was also written testimony. It was standing room only and the testimonies given appeared to be well received.

RESOLUTION (400-2023) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to adjourn at 9:10 a.m. to meet in Regular session Monday, the 15th day of May, 2023.

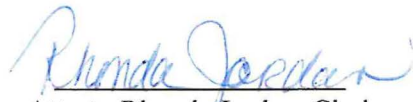
VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

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