

August 1, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

9:15 a.m. Hearing – Super 8 Hotel – Late Fee Assessed – Parul Patel, General Manager
9:30 a.m. Small Business Development Center Donation – Steve Schilling, Director
9:45 a.m. Brandywine Floodplain Permit – Lee Finley, Floodplain Coordinator

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (3)

Approve Transfer of Funds (3)

Approve Inter-Fund Transfer/Advance

Approve Out of County Travel - EMA

Liquor Permit – No Hearing

Approve Contract – Port Washington Force Main Valve Replacement – Kinsey Excavating & Trucking, LLC

Approve Agreement – Engineering Services for Midvale/Barnhill and Surrounding Areas – ADR & Assoc. LTD

Approve Allocation – Local Fiscal Recovery Fund – Revenue Loss Replacement
Approve Allocation – Local Fiscal Recovery Fund – Aid to Impacted Industries, Public Health, Infrastructure

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 1st DAY OF AUGUST, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger
Al Landis

Commissioner Al Landis presiding.

NOTE: Chris Abbuhl was absent.

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

RESOLUTION (619-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes from the July 25, 2022 meeting as written.

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

RESOLUTION (620-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Steve Brooks	Engineer	\$152.40
Ohio Peace Officer Training Academy	Sheriff's Office	\$600.00
Melymbrosia Associates	Community Corrections	\$400.00

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

RESOLUTION (621-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Job & Family Services	E-1390-S000-S17	E-1390-S000-S06	\$292,443.57	Pay for foster Care Services
Pre-Trial Release	E-1690-T013-T15	E-1692-T013-T35	\$20.92	Cover August billing for BWC
DRC Probation Grant	E-1812-T036-T99	E-1812-T036-T03	\$357.64	Cover August billing for BWC

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

RESOLUTION (622-2022) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Juvenile Court	E-0130-A002-C30	E-0130-A002-C34	\$146.19	Funds to cover BWC August billing
Job & Family Services	E-1390-S000-S11	E-1390-S000-S06	\$25,000.00	Pay for Foster Care Services
Sheriff's Office	B055-B02	B055-B07	\$3,000.00	Cover Instructor Certification Course for 3 employees

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

RESOLUTION (623-2022) INTER-FUND TRANSFER/ADVANCE

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following inter-fund transfer/advance as per State Auditor's recommendation:

Tusc. Co. Treasurer From: Co. General to Human Services \$1,819.18
Tusc. Co. Treasurer From: Co. General to Human Services \$16,790.82

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

RESOLUTION (624-2022) OUT OF COUNTY TRAVEL – EMA

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

DATE: August 5, 2022

LOCATION: Knox County Fairgrounds

ATTENDEES: Alex McCarthy

USING COUNTY VEHICLE: No

EXPENSE: Approximately \$0.00

REASON: Knox County will be hosting the August meeting for the Executive Committee of the Emergency Management Association of Ohio for which Alex is the Secretary

Discussion: *Commissioner Landis stated our EMA Director is probably one of the most active people that the county has. Alex was at the balloon launch at the Hall of Fame over the weekend acting as a weather advisor. He had a lead role in something that is outside his realm of responsibility here in Tuscarawas County, but he certainly is taking his skills around the state.*

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

RESOLUTION (625-2022) REQUEST NO HEARING – LIQUOR PERMIT – PHILLIPS FOUR LLC, dba MAGNOLIA MARKET

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to request NO HEARING in regards to a liquor permit for Phillips Four, LLC dba Magnolia Market. No correspondence has been received regarding this request.

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

RESOLUTION (626-2022) APPROVE CONSTRUCTION CONTRACT - PORT WASHINGTON – FORCEMAIN AIR VALVE REPLACEMENT PROJECT (PROJECT ID #PW-21-01)

It was moved by Commissioner Metzger, and seconded by Commissioner Landis, to approve the Contract with Kinsey Excavating & Trucking, LLC for the Port Washington – Force Main Air Valve Replacement Project and authorizing the execution of said Contract for the following amounts:

Base Bid:	\$126,214.95
Alternate #1:	\$11,000.00
<u>Alternate #2:</u>	<u>\$16,425.00</u>
Total Contract:	\$153,639.95

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

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between **Tuscarawas County Board of Commissioners** ("Owner") and **Kinsey Excavating & Trucking, LLC** ("Contractor").

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:

The Work includes, but is not necessarily limited to, furnishing all labor, tools, equipment and materials required for completion of the work specified in these Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Project ID #PW-21-01
Port Washington Force Main Air Valve Replacement Project**

ARTICLE 3 – ENGINEER

3.01 The Tuscarawas County Sanitary Engineer (the "Engineer") shall act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time 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 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be substantially completed within **180** calendar days from the date of the Notice to Proceed and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **30** calendar days of the date of substantial completion.

4.03 Liquidated Damages

A. Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss in the form of Contract administration expenses, if all or any part of the

Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Accordingly, the Owner and Contractor agree that as liquidated damages for delay Contractor shall pay Owner:

\$500.00 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

\$250.00 for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item and then all items totaled together as follows:

Base Bid:	\$126,214.95
Bid Alternate #1:	\$11,000.00
<u>Bid Alternate #2:</u>	<u>\$16,425.00</u>
Total Contract Amount:	\$153,639.95

and itemized in the attached Unit Price Schedule. Any increase in the total amount in this section shall be increased only through an amendment or change order executed by the Owner and Contractor.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 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 account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day after approval of the presented Application for Payment to Owner with Engineer's recommendation and as

provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentages indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, if applicable, in accordance with Paragraph 14.02 of the General Conditions.
 - a. **92%** of Work completed (with the balance being retainage). If the Work has been **50%** 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
 - b. **92%** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **200%** of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state and local laws that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.
- G. 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.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Bid Guaranty and Contract Bond (pages 1 to 5, inclusive)
 - 3. Certificates of Insurance and Endorsements.
 - 4. Standard General Conditions (pages 1 to 60, inclusive)

Section 00 52 01 - 4

Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)

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5. Supplementary Conditions (pages 1 to 5, inclusive)
 6. Specifications listed in the table of contents of the Project Manual.
 7. Drawings consisting of 17 sheets with each sheet bearing the following general title:
Project ID #PW-21-01; Port Washington Force Main Air Valve Replacement Project
 8. Addenda (number [#], inclusive)- N/A
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive).
 - b. Documentation submitted by **Kinsey Excavating & Trucking, LLC**.
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement and incorporated herein by reference (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party here to without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 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 10.05:
 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.

10.06 Other Provisions

- A. Contractor shall not subcontract more than 50% of the contract without prior written approval of the Owner.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on August 1, 2022 (which is the Effective Date of the Agreement).

OWNER: Tuscarawas County Commissioners

CONTRACTOR: Kinsey Excavating & Trucking, LLC

Chris Abbuhl, absent

Chris Abbuhl

Al Landis

Al Landis

Kerry Metzger

Kerry Metzger

Attest:

Rhonda Jordan

Rhonda Jordan, Clerk

Address for giving notice:

c/o Tuscarawas County Sanitary Engineer
9944 Wilkshire Blvd NE
Bolivar, OH 44612

Bobi Kinsey

Bobi Kinsey
President

Attest:

Signature: Mary K Saho

Printed Name: Mary K Saho

Address for giving notice:

1860 Sharon Valley Rd. SE
New Philadelphia, OH 44663

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

ATTEST:

I, Larry Lindberg, Tuscarawas County Auditor, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of Tuscarawas County, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Signed this _____ day of _____, 20____.

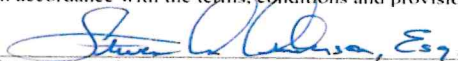
Larry Lindberg
Tuscarawas County Auditor

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CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Steven A. Anderson, the duly authorized special counsel assigned by the Tuscarawas County Board of Commissioners to represent the affairs of the Tuscarawas County Metropolitan Sewer District, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.



Steven A. Anderson
Special Counsel

7/22/22

Date

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INDEPENDENT CONTRACTOR INDEMNIFICATION CLAUSE

The Contractor and the Tuscarawas County Board of Commissioners (Owner) mutually agree that the relationship formed by this agreement is intended to be that of 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 Owner 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 Owner by an employee, agent, or representative of the contractor, the contractor will pay all associated costs of the Owner, as the Owner deems necessary, in order to defend, correct, or resolve said issue or complaint.

NAME OF COMPANY Kinsey Excavating
 SIGNATURE AND TITLE Bob Kinsey, President
 DATE 7/18/22

Sworn to and subscribed in my presence by Bob Kinsey
 on the 18th day of July, 2022.



DANA JILL GASKILL
 Notary Public, State of Ohio
 My Commission Expires 10/26/2026

Dana Jill Gaskill
 Notary Public

My Commission expires 10-24-26

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

RESOLUTION (627-2022) APPROVE AGREEMENT - ADR & ASSOCIATES, LTD. - ENGINEERING SERVICES - MIDVALE/BARNHILL AND SURROUNDING AREAS AND AUTHORIZING EXECUTION OF SAID AGREEMENT

It was moved by Commissioner Metzger, and seconded by Commissioner Landis, to approve the foregoing resolution:

WHEREAS, the Sanitary Engineer recommends approval of an Agreement with ADR & Associates, Ltd. for planning phase services in connection with the following:

Task #	Task Description	Task Fee
1	Capital Improvement Planning for Existing Sewer Facilities in the Midvale/Barnhill System	\$12,500
2	Engineering Report/Facility Plan for providing public sewer service to the Village of Roswell, Brightwood area, and the Kerr/Baltzley Valley area	\$59,000
3	Engineering Report/Facility Plan for providing public sewer service to the following areas in Mill Township: North 2 nd and 3 rd St Extensions, Maple Grove, Gatchell Rd, Superior Rd, Wardell Hollow, and the Newport/Clay City area	\$10,500
Total Fee		\$82,000

NOW THEREFORE BE IT RESOLVED by the Board:

Section 1 – The Board hereby approves the above described Agreement with ADR & Associates, Ltd. for planning phase services in connection with the Project, and authorizes the execution of said Agreement.

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

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

Discussion: *Commissioner Landis noted the Sanitary Engineer, Michael Jones and Special Council, Steven A. Anderson have reviewed this agreement.*

ADR
ADR & ASSOCIATES, LTD.
DESIGN • ENGINEERING • INNOVATION
An Employee Owned Company
Engineering Proposal
July 8, 2022

**2022 Capital Improvement
and Facility Plan
for
Midvale, Barnhill, Roswell, Kerr,
Brightwood and Mill Township**

**Presented To:
Tuscarawas County MSD**

ADR & ASSOCIATES, LTD. 88 WEST CHURCH STREET, NEWARK, OHIO 43055 PHONE.740-345-1921 (HQ)
1900 CROWN PARK COURT, COLUMBUS, OHIO 43235 PHONE.614-947-0714
www.adrinnovation.com



Clientcentric Consulting
Design . Engineering . Innovation

ADR & Associates, Ltd.
88 West Church St.
Newark, Ohio 43055
740-345-1921
Fax 740-345-4994

July 8, 2022

Mr. Chris Abbuhl, Board President, Tuscarawas County Commissioners
Mr. Mike Jones, Sanitary Engineer, Tuscarawas County MSD
125 East High Avenue
New Philadelphia, Ohio 44663

Attn: Mike Jones, PE, County Sanitary Engineer

RE: Tuscarawas County MSD—Capital Improvement and Facility Plan for Midvale, Barnhill, Roswell, Kerr, Brightwood and Mill Township

Dear Chris and Mike,


Thank you for the opportunity to submit the enclosed consulting proposal. ADR & Associates looks forward to working with the County Sewer District to continue the project for the Village of Roswell and provide a regional sewer solution to the other unsewered and sewer areas in the region.

Please sign and return the enclosed contract. We will keep the original in our files and return to you a fully executed copy.

If you have any questions at all, please do not hesitate to contact us at 740-345-1921

Sincerely,

Jeffery P Carr
Director of Municipal Engineering


Nicolas Mill, PE
Executive-Vice President.

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**Tuscarawas County MSD
Capital Improvement and Facility Planning**

Scope of Services & Price Proposal

Project Name:
Tuscarawas County MSD—2022 Capital Improvement and Facility Plan for Midvale, Barnhill, Roswell, Kerr, Brightwood and Mill Township

Overall Project Purpose:
The purpose of the capital improvement plan and facility plan is to provide the Tuscarawas County Metropolitan Sewer District (TCMSD) an evaluation of their existing facilities in the areas of Midvale, Barnhill and Kerr in the form of an literature review capital improvement plan (Lit-CIP) and a proposed engineering report and facility plan that will incorporate the Lit-CIP recommendations including a regional approach to the unsewered areas of Kerr-expanded, Brightwood, Roswell and various locations in Mill township if authorized. The overall plan will explore the various options to provide sewer to all the areas above.

Scope of Services:
ADR met with Mike Jones of Tuscarawas Co MSD on 6-27-22 to discuss the overall desires of the MSD and to develop a scope of services. Below is ADR's understanding of the scope.

The study areas are defined as shown in Exhibit A. It consists of the following locations and approximate taps in each:

- Kerr—existing 8,000 gpd treatment plant and gravity collection system with approximately 30 connections.
- Kerr Expanded—unsewered area with approximately 90 existing and 100 proposed connections.
- Midvale & Barnhill—existing STEG sewer with approximately 580 connections (including south section below).
- Midvale & Barnhill South—existing combination STEG and conventional gravity sewer .
- Brightwood—unsewered area with approximately 190 connections.
- Roswell—unsewered area with approximately 100 connections.
- Mill Township—various sewer extensions with approximately 260 connections. The following areas were requested to be included in the evaluation:
 - North 2nd and 3rd Street
 - Maple Grove
 - Gatchell Road
 - Superior Road
 - Wardell Hollow
 - Newport area

The study area encompasses approximately 1,350 connections. Approximately 900-1,090 of those could be directed to a new regional WWTP to off-load flow from Twin City WWTP, which is currently nearing max capacity.

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**Tuscarawas County MSD
Capital Improvement and Facility Planning**

Task 1 of the scope will include a "Literature" Capital Improvement Plan (Lit-CIP) of the existing sewer infrastructure and provide recommendations on needed improvements or additional studies based on the data collected. Some limited field investigation will be performed but not for every feature in the system.

Task 2 of the scope will be the creation of the master engineering report / facility plan. The report will evaluate various options for sewer service to all the locations in the study area listed above. The following alternatives may be explored as a part of the facility plan. (Other alternatives may be explored as the initial investigation commences or based on EPA or client requests. If these varies greatly from the alternatives below, a contract modification may be needed)

- Part A—Roswell Village*
 - Collection and Treatment Alternative
 - Regional Alternative to New Philadelphia System
 - Regional Alternative to New TCMUSD 600k - 750k gpd WWTP
- Part B—Midvale/Barnhill/Brightwood/Kerr+
 - Regional Alternative to New Philadelphia System
 - Regional Alternative to New TCMUSD 600k - 750k gpd WWTP
 - Dividing areas to offload Twin City WWTP
- Part C—Mill Township Sewer Extensions**
 - Sewer extension costs and exhibits for each area.

Task 2 will also evaluate various treatment plant options for the new regional WWTP scenario. This may include extended aeration, oxidation ditch, and sequencing batch reactor. The new plant alternative would also include a septage receiving station since a very large portion of the Districts existing system originates from a STEG system which requires septic tank haul out and disposal.

*ADR originally started on the PER for the Village of Roswell and due to funding requirements state agencies are requiring the Village to turn the project over to the County to own and operate. The initial report was started in December of 2020 and continued into the middle of 2021 when at around 45% completion it was shut down by the State until an agreement was reached with the County for ownership. Most of the previous work to date will be able to be carried forward into this contract, however all of the data related to the estimates will have to be reworked.

**Mill Township engineering report is separated in the scope fee under Task 3.

Task 1 Capital Improvement Plan (CIP)

ADR will provide the following to complete the CIP:

- Literature-Review CIP plan will consist of the following:
 - Data Acquisition of the following
 - Water data from Midvale.
 - Flow data from Twin-City WWTP.



**Tuscarawas County MSD
Capital Improvement and Facility Planning**

- Current agreement with Twin-City Sewer District.
- All construction plans and mapping to include any as-built information.
- All inspection data from initial installation where possible.
- Desktop and limited field investigation of the existing STEG & gravity collection system and Kerr WWTP which will include the following:
 - Overall summary of infrastructure based off paper maps and GIS system.
 - General rating based on age, material, and condition.
 - Flow analysis of existing system based on record data. No flow monitoring is included in this phase.
 - Estimate of probable costs for improvements needed.
- Recommendation and summary of needed improvements or additional investigations.
- CIP will be included in the Facility Plan as an appendix.
- Attend meetings with various agencies. The fee includes up to three (3) meetings.

Task 2 Engineering Report / Facility Plan

ADR will provide the following to complete the facility plan:

- Complete a comprehensive document that will investigate the alternatives described above for sewer service for the areas outlined in the study area (except Mill Township). The facility plan will be in accordance with Chapter 10 EPA guidelines for Engineering Report / Facility Plan approval. The document will include the following:
 - Engineering Report—Collection and pump stations portion
 - Problem Defined
 - Flows and Organic loading
 - Impact on existing wastewater facilities
 - Project description
 - Location drawings
 - Engineering criteria
 - Site information
 - Alternative selection
 - Environmental review*
 - Facility Plan—New or treatment expansion portion
 - Problem evaluation
 - Planning and service area
 - Population projection and planning period
 - Hydraulic capacity
 - Organic capacity
 - Wastewater treatment facility design capacity
 - Initial Alternative development
 - Detailed alternative evaluation
 - Final project selection
 - Funding alternatives
 - Work with the County MSD to prepare an outline of potential funding sources.
 - Project schedule
 - Attend meetings with various agencies as necessary. The fee includes up to three (3)





**Tuscarawas County MSD
Capital Improvement and Facility Planning**

- meetings.
- A Contract Amendment may be required if additional meetings are required.
 - Mine Subsidence Literature Review
 - Roswell area only has been previously completed.
 - Subsurface / Geological Literature Review
 - Roswell area only has been previously completed.

*EPA / ACOE may require various environmental studies prior to final approval of engineering report and Facility plan. A contract modification can be provided at a later date when the scope is further defined. Some agencies can/will perform these that could be shared between agencies which could be a potential savings.

Task 3 Mill Township Sewer Extension—Facility Plan

ADR will provide the following to complete the additional engineering report:

- Complete a comprehensive document that will investigate the costs associated with gravity sewer line extensions in Mill Township as outlined in the study area. The report will be in accordance with chapter 10 EPA guidelines for PER approval. The document will include the following:
 - Engineering Report—Collection and pump stations portion
 - Problem Defined
 - Flows and Organic loading
 - Impact on existing wastewater facilities
 - Project description
 - Location drawings
 - Engineering criteria
 - Site information
 - Cost Estimate
 - Environmental review*
 - Facility Plan—New or treatment expansion portion
 - Problem evaluation
 - Planning and service area
 - Population projection and planning period
 - Hydraulic capacity
 - Organic capacity
 - Wastewater treatment facility design capacity
 - Initial Alternative development
 - Detailed alternative evaluation
 - Final project selection
 - Funding alternatives
 - Work with the County MSD to prepare an outline of potential funding sources.
 - Project schedule
 - Attend meetings with various agencies as necessary. The fee includes up to three (3) meetings.
 - A Contract Amendment may be required if additional meetings are required.

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**Tuscarawas County MSD
Capital Improvement and Facility Planning**

- Mine Subsidence Literature Review
 - Roswell area only has been previously completed.
- Subsurface / Geological Literature Review
 - Roswell area only has been previously completed.

*EPA / ACOE may require various environmental studies prior to final approval of engineering report and Facility plan. A contract modification can be provided at a later date when the scope is further defined. Some agencies can/will perform these that could be shared between agencies which could be a potential savings.

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**Tuscarawas County MSD
Capital Improvement and Facility Planning**

Scope of Services	Design Fee
Fixed Fee Estimates:	
Task #1 Capital Improvement Planning (Fixed Fee)	\$ 12,500
Task #2 Engineering Report / Facility Plan (Fixed Fee)	\$ 59,000
Task #3 Mill Township Engineering Report / Facility Plan (Fixed Fee)	\$ 10,500
Total Design/Consulting Cost	\$ 82,000

Items not included in this Proposal

The following items are additional services that have been provided for projects similar to yours. These items are considered beyond the scope of this proposal:

- Soil bores are not included but can be provided if the site conditions are determined it would be necessary.
- Environmental Reviews are not included but can be provided if determined necessary. These can be performed under a separate contract or with RCAP or Sub-consultant as needed.
- Infiltration and Inflow field testing or flow studies are not included but can be provided if deemed necessary.

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**Tuscarawas County MSD
Capital Improvement and Facility Planning**

CLIENT:

Name Mr. Chris Abbuhl, Board President
 Company Tuscarawas County Commissioners
 Address 125 East High Avenue
New Philadelphia, Ohio 44663
 City, State, Zip
 Phone No. _____ Fax No. _____

PROJ. NAME: Tuscarawas County MSD—Midvale,
(description to be printed on invoice)
Barnhill, Roswell, Brightwood, Kerr and Mill Twp
CIP and Facility Planning

SCOPE SUMMARY: Complete a CIP and PER for
(services to be provided)
the areas identified in the scope of services.

BILLING INFORMATION:

Name Same As Above
 Company _____
 Address _____
 City, State, Zip _____
 Phone No. _____ Fax No. _____

LOCATION: Tuscarawas County
(location or description of project site)

DATE: July 8, 2022

PROPOSAL P.O., or BID #: 7-8-22
(eg. Proposal Dated 6/30/01, PO # 02536)

TERMS & CONDITIONS: See Attached Exhibit A
 Payment due upon receipt of invoices.

ADDITIONAL SERVICES INCLUDING, BUT NOT LIMITED TO, OUTSIDE CONSULTANTS, DELIVERY EXPENSES, REPRODUCTION, AND ANY REQUIRED OUT-OF-POCKET EXPENSES NOT OTHERWISE PROVIDED FOR PER ADR'S AGREEMENT WILL BE PAYABLE AT OUR COST PLUS 15%.

BILLING TYPE: Per Proposal
(eg. Time & Material, Fixed Fee)

BILLING RATE: Per Proposal
(eg. Current Hourly Rates, Per Proposal)

BILLING AMT: Per Proposal
(eg. \$99,999, Est. at \$99,999)

By signing this Agreement client agrees to Pricing, Schedule, Scope of Services and Terms and Conditions as referenced in "Exhibit A" attached hereto.

ADR Representative _____ Title _____ Kerry Metzger 8/1/2022
Client Signature Date

Office Use Only:
 Clone ADR Job #: _____

Project Mgr. JPC

ADR PROJ NO.

Cross Reference Job #: _____

Acc't Mgr. JPC

22-055

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

RESOLUTION (628-2022) APPROVE ALLOCATION – LOCAL FISCAL RECOVERY FUND

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following allocations for County Projects from the Local Fiscal Recovery Fund.

Revenue Loss Replacement is an eligible expenditure that fall under the category Section 6 specifically 6.1 Provision of Government Services of the U.S. Treasury guidance of allowable uses of recovery funds.

1. Road Improvements – Engineer's Office - \$1,242,000
2. Historic Red Barn Phase I – Commissioners- \$350,000
3. Brandywine Center Improvements – Commissioners - \$400,000
4. Scanning of Documents – Recorder's Office - \$400,000
5. HR Payroll System – Auditor's Office - \$466,950

Negative Economic Impacts is an eligible expenditure that fall under the category Section 2 specifically 2.1 Household Assistance: Food Programs of the U.S. Treasury guidance of allowable uses of recovery funds.

1. Tuscarawas County Juvenile Court – Tuscarawas United Feeding Our Future (TUFF) Bags
 - a. Purchase of Box Truck and Related Costs - \$94,650
 - b. TUFF Bags (food purchases and materials) - \$213,726

This action is taken upon the recommendation of the consultants at Julian & Grub.

Discussion: *County Auditor, Larry Lindberg was present and stated the accounting firm that has been hired, Julian & Grube, have given their recommendations and I think everyone is off to a good start using the American Rescue Plan.*

Commissioner Landis thanked Mr. Lindberg for his leadership. We have a series of checks and double checks in place and the Commissioners feel a high degree of confidence moving forward as we start this process.

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

HEARING:

Commissioner Landis opened the hearing for the Hotel Tax Late Fee for Super 8 Hotel/Sunny Inn, LLC, at 9:15 a.m. with the following individuals present:

Al Landis – Commissioner
Kerry Metzger – Commissioner
Jane E. Clay – Executive Assistant
Rhonda Jordan – Clerk
Larry Lindberg – Auditor
Stephanie Staggers – Auditor's Office
Parul Patel – Appellant

Commissioner Landis stated the Commissioners have received an appeal from Parul Patel, General Manager, for a late fee of \$74.45. The letter from the Auditor indicates the payment was late by 12 days. Notice of the hearing was sent to Parul Patel on 7/13/2022 and 7/20/2022 by registered return receipt mail.

The Clerk read the appeal for the record.

Representing the Auditor's Office is Larry Lindberg, Auditor. Mr. Lindberg stated in regards to the May receipt, the Auditor's records show it was received on June 27, 2022. The envelope did not contain a visible post-mark, so we could not verify that, but regardless, Section 8 of the Hotel Lodging Regulations does indicate that the return, together with amount due shall be received in the Auditor's Office by the 15th of the month, and we did not have it on the 15th. In going back through the last couple of years, we did find three other instances where this particular facility was late, and we did not assess a penalty in those instances. If it is only a day or two late, we are normally ok. Our goal is to get the funds processed

so we can pay the Convention and Visitor's Bureau so they can continue their mission. Stephanie Stagers from the Auditor's Office stated there were 3 late payments in 2021 and none in 2022. In 2021 the payments were 2 days late, 10 days late and 14 days late in 2021.

Commissioner Landis asked if anyone else would like to speak. Parul Patel, General Manager for Super 8 stated she does not remember any payments being late. This last payment was probably late and she understands. She does remember one time the payment for Newcomerstown and Tuscarawas County were both mailed to Newcomerstown by mistake so the Tuscarawas County payment was late that time. Her company used to send out the payments, but now she takes care of it.

RESOLUTION (629-2022) RECESS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to recess at 9:21 a.m., for the purpose of the Hotel Tax Late Fee for Super 8 Hotel/Sunny Inn, LLC. hearing due to interruption of hearing due to construction background noise.

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

Commissioner Landis called the meeting out of recess at 9:23 a.m. and back into Regular Session, for the purpose of the Hotel Tax Late Fee for Super 8 Hotel/Sunny Inn, LLC. hearing.

Commissioner Landis asked Ms. Patel to continue and apologized for the interruption. Ms. Patel stated she did not know May's payment was late since she mailed it out on June 7th, but she was in Columbus and did not know it was delayed and this is why she asked for a one-time waiving of the late fee. Ms. Patel stated she will make sure all future payments are mailed before the 7th.

Commissioner Landis asked if the fee were to be waived, would she mail the payment more expeditiously as we move forward? Ms. Patel said good. Commissioner Landis asked if Mr. Lindberg had any other comments. Mr. Lindberg stated we agree to accept the appeal on this one, but in the future, we will assess.

Commissioner Metzger added he is ok with waiving it this time, but, he will say he is a little disturbed by the fact that there was three times in 2021 that we received the payment late. One time was only 2 days and we can understand that the mail is sometimes late. There were two other times in 2021 that were 10 days and 14 days late. That is unacceptable. Ms. Patel stated she understands. Commissioner Metzger said he would make a motion to waive this for this time, but for future records, he will not waive another fee for her. You are now aware of the fact that fees will be assessed.

Commissioner Landis stated this will be a one and final time of waiving under this circumstance. Thank you for coming in and again, this will be a one-time approval to waive.

RESOLUTION (630-2022) WAIVE SUPER 8/SUNNY INN LLC – LATE TAX FEE

It was moved by Commissioner Metzger, seconded by Commissioner Landis, after consideration of information gathered at the hearing regarding the appeal, the Board finds it is willing to grant a one-time waiver of the late fees to Super 8/Sunny Inn LLC, after hearing on appeal.

Therefore, the findings of the Tuscarawas County Board of Commissioners shall be served upon the appellant in the manner prescribed in the ORC for service of notice of hearing.

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

Commissioner Landis asked if there were anymore comments. Ms. Patel asked if she could pay the fee online. Mr. Lindberg stated he would get her the information to that. There is a \$3 convenience charge. Mr. Lindberg also advised for Ms. Patel to also e-mail or fax a copy of the envelope and everything will be good as far as a penalty goes. The payment still has to be received by the 15th.

Commissioner Landis closed the hearing at 9:27 a.m. for the Hotel Tax Late Fee for Super 8 Hotel/Sunny Inn, LLC.

RESOLUTION (631-2022) APPROVE ALLOCATIONS – LOCAL FISCAL RECOVERY FUND

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

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

- 1. Tuscarawas County Convention and Visitors Bureau
 - a. Sewer Line Replacement and Relining - \$14,599
 - b. Travel Tuscarawas Ticket Program - \$70,000
- 2. Dennison Railroad Depot Museum
 - a. Polar Express Handicap Access - \$30,000
- 3. Newcomerstown Historical Society
 - a. Lenape Diaspora Memorial - \$78,000
- 4. Historical Schoenbrunn Village
 - a. Schoenbrunn Village Trailhead - \$32,820

Public Health – These expenses are eligible expenditures that fall under the category Section 1 specifically 1.14 (Other Public Health Services)

- 1. Tuscarawas County Public Library
 - a. AED's for Bolivar and Strasburg Library Branch - \$2,753
- 2. Noah's Hope Child Advocacy Center
 - a. Parking Lot Improvements - \$45,000
 - b. Computer & Related Technology Equipment - \$5,000

Infrastructure – This expense is an eligible expenditure that fall under the category Section 5 specifically 5.11 (Drinking Water: Transmission and Distribution)

- 1. Village of Baltic
 - a. Waterline Replacement on Maple Street - \$311,234

Infrastructure – This expense is an eligible expenditure that fall under the category Section 5 specifically 5.10 (Drinking Water: Treatment)

- 1. Village of Tuscarawas
 - a. Water Treatment Plant Improvements - \$62,354

This action is taken upon the recommendation of the consultants at Julian & Grube.

Discussion: *Commissioner Landis thank the Auditor, Larry Lindberg, the committee and Julian & Grube for the process we are going through. The consulting firm has been a very good investment for the county.*

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

RESOLUTION (632-2022)

PAY BILLS

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

Meeting Date 08/01/2022

911

Frontier	Service	\$206.72	
Frontier	Service	\$45.80	
Ohio State Highway Patrol	LEADS	\$600.00	
Frontier	Wireless Tariff	\$221.13	
			\$1,073.65

Auditor

Comdoc	HP Maintenance Printer	\$291.73	
Harris Computer Systems	Support Services	\$2,832.10	
			\$3,123.83

Child Support

First Citizens Bank & Trust	Copier Lease	\$347.50	
Action Now Pest Control	Services	\$47.00	
Go Shred	Shredding Services	\$45.00	
CBTS	Phone Charges	\$657.13	
First Communication	Long Distance Fax Service	\$14.00	
			\$1,110.63

Clerk of Courts		
Xerox	Service	\$59.28
First Federal	Service	\$83.25
Frontier	Service	\$54.93
		\$197.46
Commissioners		
G & L Supply	Supplies	\$643.10
Sherwin Williams	Supplies	\$42.46
American Electric Power	Service	\$68.72
Frontier	Service	\$524.83
Frontier	Service	\$226.22
Chris Abbuhl	Travel	\$25.80
Chris Abbuhl	Travel	\$36.17
Jimmy Hitchcock	Humane Agent Salary/July 2022	\$500.00
Treasurer Tusc Co	Internet Auction Distribution	\$55,496.00
GovDeals	Auction Sale Fees	\$4,510.00
American Electric Power	Service	\$146.60
OMEGA	Registration/Abbuhl	\$10.00
PERC	Premium Payment #4	\$22,156.00
Krugliak Wilkins Griffiths & Dougherty	Ins/CR 37 Slip Litigation	\$16,557.70
Krugliak Wilkins Griffiths & Dougherty	Ins/CR 37 Slip Litigation	\$3,199.30
Norma Schreiner	Ins/Grinder Station/Sewer Backup	\$6,895.27
Frontier	Service	\$61.43
Frontier	Service	\$226.22
Frontier	Service	\$1,126.60
Dominion Energy	Service	\$207.46
Dominion Energy	Service	\$214.89
		\$112,874.77
Common Pleas		
Staples Credit Plan	Supplies	\$354.23
MNJ Technologies	Computer	\$947.00
Bloom's Printing	Supplies	\$178.00
Interpreters XP	Interpreter	\$775.00
MNJ Technologies	Computer Software	\$194.00
		\$2,448.23
Community & Economic Development		
Ohio Regional Development Corp	Soft Costs/B-C-21-1CT-1	\$5,055.00
MNJ Technologies	Computer Equipment	\$280.00
Tusc Co OCED	EZ Admin	\$1,800.00
		\$7,135.00
Coroner		
Bolivar Volunteer Fire Dept	Body Removal	\$125.00
Smith Livery Service	Body Removal	\$918.00
Tri-County Joint Ambulance	Body Removals	\$202.20
Cleveland Clinic Union Hospital	X-Rays	\$64.35
Cuyahoga County Medical Examiner	Autopsy	\$1,475.00
Smith Ambulance	Body Removal	\$777.00
		\$3,561.55
Dog Pound		
Graphic Enterprises	Service Contract	\$114.07
Oak Pointe Vet Care	Supplies	\$420.64
Oak Pointe Vet Care	Medical Care	\$304.50
Town & Country Vet Clinic	Medical Care	\$126.42
American Electric Power	Service	\$408.86
ODP Business Solutions	First Aid Kits for Warden Trucks	\$70.38
Frontier	Service	\$87.53

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Verizon	Service	\$35.10	
			\$1,567.50
Engineer			
Dominion Energy	Gas Service	\$185.01	
Southeastern Equipment	Repairs/Parts	\$144.24	
Summers Rubber	Repairs/Parts	\$144.93	
Leppo Equipment	Repairs/Parts	\$701.13	
Pied Piper dba E & E Tire	Repairs/Parts	\$790.00	
Leppo	Repairs/Parts	\$505.48	
A & M Service Center	Repairs/Parts	\$2,241.51	
Cross Truck Equipment	Repairs/Parts	\$62.00	
Snyder Brothers Sales & Service	Repairs/Parts	\$571.71	
Precision Repair Services	Repairs/Parts	\$327.60	
McClellan Co	Repairs/Parts	\$902.67	
Flynn's Tire	Tires/Repairs	\$972.92	
Gemstone Gas & Welding	Bridge & Culvert Supplies	\$21.05	
John Deere	Repairs/Parts	\$68.40	
Ziegler Dozer	CR 82 Fill Dirt	\$5,000.00	
Tusc Co Clerk of Courts	Temp & Perm Easement/CR 80 & 82	\$1,725.00	
Independence Business Supply	Supplies	\$205.27	
Shelly & Sands Inc	Project #3-2022	\$465,852.58	
			\$480,421.50
Human Resources			
Harris Computer Systems	Uniface Software-HR Manager	\$150.12	
Harris Computer Systems	Uniface Software-HR Manager	\$43.15	
Graphic Enterprises	Copier Maintenance Agreement	\$94.95	
			\$288.22
Information Technology			
Staples	Supplies	\$1,152.05	
Staples	Equipment	\$14.27	
Staples	Supplies	\$0.27	
Staples	Supplies	\$124.99	
			\$1,291.58
Job & Family Services			
Alisa Domro	COVID PRC	\$200.00	
Treasurer Tusc Co	August Estimated Expenditures	\$150,000.00	
Sydney Hines	Tutoring/IV-E Daycare	\$395.50	
Partners Physician Group	FC Medical Expenses	\$335.00	
Shawn Ford	FACES/Fingerprinting	\$47.70	
Dominion Energy	FACES/Gas	\$93.71	
Forensic Fluids Laboratories	Drug Screen	\$165.00	
Through the Years Child Center	IV-E Daycare	\$782.00	
Wayne & Shanon Matsel	IV-E & Non-IV-E Daycare	\$672.00	
The Fox's Den Childcare	IV-E Daycare	\$350.00	
Hallie Henson	Kinship/Reimb for FC Needs	\$330.29	
Monique Bailey et al	AA & SAM	\$17,634.95	
ODP Business Solutions	Supplies	\$40.11	
Tusc Co Water & Sewer	Pump Station Maintenance	\$150.00	
Cincinnati Bell Technology	Phone Bill	\$1,666.61	
Enterprise FM Trust	Fleet Payment	\$3,856.66	
Society for Equal Access	Transportation	\$58,301.83	
Tusc Co Sheriff	Gas	\$699.03	
Patricia Lyons	NET Mileage Reimb	\$238.80	
Capital One	Water for Floor Cleaner	\$3.00	
Capital One	FACES/Pack & Play	\$441.42	
Sean & Samantha Decrane	FC Medical Expenses	\$75.00	

Olivia Scally	FP Reimb	\$150.00	
Driving Schools of OH	Ind Living/Drivers Education	\$465.00	
Leon & Clarie Miller	FP Reimb	\$52.40	
Jacob & Marilyn Miller	FP Reimb	\$19.43	
David & Marybeth Miller	FP Reimb	\$39.54	
Melvin & Verna Yoder	FP Reimb	\$134.55	
Ronald & Denise Tedrick	FP Reimb	\$112.73	
Tyler & Holly Mummert	FP Reimb	\$55.19	
Luke & Megan Kneuss	FP Reimb	\$52.01	
Raymond & Laura Miller	FP Reimb	\$64.67	
Kurtis & Samantha Ponting	FP Reimb	\$40.96	
Timothy & Jacquelyn McDonnell	FP Reimb	\$151.49	
Ashley & Robert Bunton Jr	FP Reimb	\$370.24	
Benjamin & Emily Lippert	FP Reimb	\$90.62	
Kaylee Shalosky	Meals for Foster Children	\$17.34	
			\$238,294.78
Juvenile/Probate			
Staples	Supplies	\$85.62	
Staples	Supplies	\$35.56	
Verizon	Service	\$153.90	
Xerox	Leased Copier	\$100.18	
Xerox	Leased Copier	\$100.18	
Xerox	Leased Copier	\$100.18	
Theresa Wolf	Guardianship Investigation Fee	\$125.00	
Theresa Wolf	Mileage/Guardianship Investigation	\$2.35	
OH Assoc of Magistrates	Registration/Fall Conference	\$450.00	
OH Assoc of Magistrates	Registration/Fall Conference	\$450.00	
Vital Records Holdings	Microfilm Services	\$3,273.46	
Comdoc	Service Contract	\$8.98	
Comdoc	Service Contract	\$9.06	
Xerox	Leased Copier	\$10.81	
			\$4,905.28
Public Defender			
Zashin & Rich	Legal Fees	\$1,811.15	
Zashin & Rich	Legal Fees	\$1,648.35	
John Watters	Reimb/Clothing for Client	\$22.91	
Distillata	Water Cooler	\$619.99	
OACDL	CLE	\$25.00	
American Electric Power	Service	\$631.75	
Tusc Co CSEA	Utility Reimb	\$93.83	
TIAA Commercial Finance	Contract Copier	\$241.94	
Frontier Communications	Service	\$407.50	
Wells Fargo Financial Leasing	Contract Copier	\$45.00	
Staples Credit Plan	Supplies	\$642.10	
Tusc Co Commissioners	Lease Payment	\$1,381.45	
Treasurer Tusc Co	Cost Allocation	\$1,768.75	
			\$9,339.72
Recorder			
Crystal Springs	Water/Rental	\$48.00	
			\$48.00
Sheriff			
Graphic Enterprises	Copy Charges	\$1,230.31	
Sherwin Williams	Paint & Supplies	\$47.49	
Hajoca Corp	Supplies	\$106.16	
American Electric Power	Service	\$13,357.57	
Verizon Wireless	Data Cards	\$964.94	
Staples	Supplies	\$533.68	

Elite Tire Dover	Cruiser Repairs	\$70.38	
Gor-Con Construction	Ceiling Repairs	\$9,911.00	
Silco Fire & Security	Sprinkler Repair	\$419.50	
Bob's Mowing & Landscaping	Landscaping/Mowing	\$800.00	
Model Uniforms	Uniform Cleaning	\$100.00	
Frontier	Utilities	\$2,355.50	
American Electric Power	Service	\$35.36	
Travis Stocker	Travel/Training	\$114.86	
I/O Solutions	Pre-Employment Tests	\$35.00	
			\$30,081.75
Southern Court			
American Electric Power	Service	\$751.25	
Twin City Water	Service	\$66.00	
Navitas Credit Corp	Service	\$412.20	
Charter Communications	Service	\$571.19	
Best Copier	Service	\$47.76	
Pitney Bowes	Supplies	\$101.98	
Verizon	Service	\$36.37	
			\$1,986.75
Treasurer			
Harris Computer Systems	Software Support	\$620.90	
			\$620.90
Veterans			
American Legion Post #491	Memorial Day Expenses	\$500.00	
Debra Cook	Travel/Training	\$85.10	
Staples	Supplies	\$475.05	
James Thornton	Travel/Training	\$65.52	
Jason Thornton	Travel/Training	\$72.18	
Roger Strawser	Travel/Training	\$33.07	
David Fockler	Travel/Training	\$29.71	
Jeffrey Schrock	Travel/Training	\$25.64	
Patrick Walker	Travel/Training	\$38.48	
Jack Everett	Travel/Training	\$29.21	
Crystal Springs	Water	\$18.00	
Advance Auto Parts	Cleaning Supplies	\$20.77	
Martin Mobile Glass	Repairs	\$75.00	
			\$1,467.73
Water & Sewer			
Treasurer Tusc Co	Wilkshire Hills Well #4/App # 1	\$131,004.00	
Moody's of Dayton	Wilkshire Hills Well #4	\$131,004.00	
Moody's of Dayton	Maint/Repairs	\$3,700.00	
ADR & Associates	Dundee Iron/Tank Feed Project	\$4,084.00	
Vasco	Asphalt Wilkshire Lot	\$3,896.50	
Vasco	Asphalt Wilkshire Lot	\$2,374.25	
Vasco	Asphalt Wilkshire Lot	\$1,522.25	
Bridges Excavating	Hydrant Replacement/Install	\$4,173.00	
Great Lakes Water & Waste	Equipment	\$71.02	
Visu-Sewer	Project Pay/App #3	\$4,379.83	
Treasurer Tusc Co	PW Sewer Rehab Project	\$4,379.83	
Walton's Auto Parts	Maint/Repairs	\$74.95	
JA's Auto Service	Maint/Repairs	\$578.68	
ProCore Power Equipment	Maint/Repairs	\$253.78	
Trail Plumbing	Bore New Service Line	\$1,200.00	
American Electric Power	Service	\$85.34	
USP Sign & Graphics	Equipment Decals	\$278.00	
Verizon Wireless	Cell Phone Service	\$430.73	
American Electric Power	Service	\$1,521.37	

USP Sign & Graphics	Equipment Decal	\$139.00
World Fuel Services	Fuel	\$2,807.82
Ziegler Tire & Supply	Maint/Repairs	\$45.00
Core & Main	Fire Hydrant Replacement	\$4,108.88
		\$302,112.23
	GRAND TOTAL	\$1,203,951.06

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

Discussion: *Steve Schilling, Director of the Small Business Development Center (SBDC) was present and stated he was here for two reasons; 1. Thank the Commissioners Office for past support of our program. 2. To request support for FY 2023. The SBDC would like to see a match of the funds received last year, which was \$5,000. That initial \$5,000 provides an additional \$16,700 in Federal Support. Those dollars go towards operations so the SBDC can continue to provide assistance to small businesses, individuals starting businesses and provide training programs for clients and small business owners. The SBDC has actively been part of creating/retaining 12 jobs, 4 business starts, creating \$1.6 in Capital Formation for businesses, 118 clients, 11 training programs with 67 attendees in the first 9 months of the FY 2022. The SBDC is also the planning committee for the 10th annual Women in Business Expo and assisted two existing businesses with making significant expansions. There is a local lender who identifies the SBDC as the "resource" for new and existing businesses. The SBDC is moving toward a calendar year end, and the new FY will be January 1, 2023 through December 31, 2023.*

Commissioner Metzger stated this is a good investment and the SBDC does great work. Commissioner Landis asked what the health of small business is in Tuscarawas County? Mr. Schilling stated it remains pretty strong. The main activity is people who want to start a business, even with the challenges over the last two- and one-half years, people are deciding not to go back into big business and are starting their own. Commissioner Landis stated it is very important to have the SBDC available, especially to small business and the private sector.

William Beisel, Kent State University Tuscarawas, thanked the Commissioners for the opportunity to present in front of the group. The SBDC falls under Mr. Beisel's responsibility, and Kent State continues to be very proud of the work Mr. Schilling and his colleagues have performed, especially in the last two years when demand has been extraordinarily high. Kent States offers \$10,000 cash and \$40,000 in support and administrative staff.

RESOLUTION (633-2022) AMEND – SMALL BUSINESS DEVELOPMENT CENTER (SBDC) FY DATES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to amend the Fiscal Year dates of the Small Business Development Center from October 1st, to September 30th to January 1st through December 31st starting with January 1, 2023, and authorize the Vice-President of the Board of Tuscarawas County Commissioners to sign on the cash match.

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

RESOLUTION (634-2022) SMALL BUSINESS DEVELOPMENT CENTER FUNDING REQUEST

It was moved by Commissioner Metzger, and seconded by Commissioner Landis, to approve a \$5,000 contribution to the Small Business Development Center (SBDC) for the FY January 1, 2023 to December 31, 2023, and authorize the Vice-President of the Board of Tuscarawas County Commissioners to sign on the cash match.

**SMALL BUSINESS DEVELOPMENT CENTER PROGRAM
CERTIFICATION OF CASH MATCH
FUNDING CYCLE: January 1, 2023 - December 31, 2023**

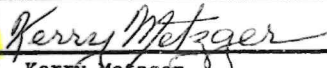
HOST OR CONTRIBUTOR'S NAME Tuscarawas County Commissioners		SBDC NAME Ohio Small Business Development Center	
MAILING ADDRESS 125 East High Ave.		SBDC STREET ADDRESS 1776 Tech Park Drive NE, Suite 103	
CITY New Philadelphia	STATE OH	CITY New Philadelphia	STATE OH
ZIP CODE 44663	COUNTY Tuscarawas	ZIP CODE 44663	COUNTY Tuscarawas
PHONE # 330.365.3254	FAX # 330.365.3259	PHONE # 330.308.7479	FAX # 330.308.5879
FEIN NUMBER		E-MAIL ADDRESS sschil10@kent.edu	

CERTIFICATION:

As a duly authorized Officer/Representative of the host or sponsoring organization for this Small Business Development Center described above, I hereby certify that the SBDC Program Budget for the Funding Cycle described above, contains actual cash dollars in the following amounts from sources other than the federal government or from ODSA funds allocated for the SBDC Operations. The direct cash match committed by my organization only includes cash committed specifically for direct line item costs in the proposed budget and for specific SBDC approved activities.

Amount of Cash Match Certified by this Partner:	\$5,000
Amount of Program Income for SBDC service center:	\$

I further certify that the SBDC budget is under the direct control of the SBDC Director.

Authorized Signature:			
Name:(Printed)	Kerry Metzger		
Title:	Commissioner	Date:	8-1-2022
Remarks:			

Instructions:
Complete the Cash Match Certificate for each service center. Print document; have signed; and include in the printed proposal. If a host wishes to have another contributor certify a portion of the cash match, a separate Certificate is required for each contributor. In the remarks section, identify the reason for contributing.

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

RESOLUTION (635-2022) RECESS

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to recess at 9:40 a.m. for five minutes for the purpose of Floodplain Development Permit – Brandywine Creek – Yoder Excavating.

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

Commissioner Landis called the meeting out of recess at 9:45 a.m. and back into Regular Session, for the purpose of Floodplain Development Permit – Brandywine Creek – Yoder Excavating.

Discussion: Lee Finley, Floodplain Coordinator, was present to request a Floodplain Development Permit be signed by the Commissioners after the Soil & Water Conservation District (SWCD) were made aware of some excavating activity happening in the floodplain. The excavating company was not aware they needed a permit. The work was being done off of Route 39 past Kimble's; there is a small Township Road off to the right. There was a pile of dirt and the owner wanted to make a farmer's market there. There was some soil being removed and some being left. The elevations really have not changed, but to do this type of work, you do need a permit.

RESOLUTION (636-2022) FLOOD PLAIN DEVELOPMENT PERMIT – BRANDYWINE CREEK – YODER EXCAVATING

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the Floodplain Development Permit for Brandywine Creek -- Grading and filling in the floodplain by Yoder Excavating on behalf of Brenda Gebhardt (owner) as submitted by Lee Carl Finley, Floodplain Coordinator.

**National Flood Insurance Program (NFIP)
FLOODPLAIN DEVELOPMENT PERMIT
Tuscarawas County, Ohio**

Date: July 29, 2022 # 2022-005

\$25 FEE per RESOLUTION #502-2010 In addition, administrative fees of twenty-five dollars (\$25) per. hour shall accrue for each hour accumulated toward the issuance of an NFIP Development Permit. Payable to Tuscarawas County Commissioners.

Permission is hereby granted to Dave Yoder, Yoder Excavating, on behalf of Brenda Gebhardt (owner)
for Grading and filling in the floodplain of the Brandywine Creek in Dover Twp
located at Just to the east of 3931 SR 39 NW, Dover OH 44622

The Development Permit application submitted by Yoder Excavating is in accordance with the NATIONAL FLOOD INSURANCE PROGRAM REGULATIONS which were adopted by the Tuscarawas County Commissioners, Resolution #502-2010 (*Tuscarawas County Flood Damage Prevention Regulations*).

Estimated Cost \$ N/A Elevation of Property 909.7 Ft. (msl)

This information contained in Permit Application Number 2022-005 as well any drawings and plans for development that were submitted to this office are hereby also embodied as part of this permit.

Said work is to be constructed in compliance with the provisions of the National Flood Insurance Program and the *Tuscarawas County Flood Damage Prevention Regulations* per Resolution #502-2010.

This permit void if the development activity has not begun within 180 days of the issuance date. This permit will remain valid for one (1) year from date of issuance.

Reviewed by: Lee Carl Finley CEHS 7.29.2022
Tuscarawas SWCD (Floodplain Coordinator) Date
Approved by: Chris Abbuhl, absent 8/1/2022
Commissioner Date
Kerry Metzger 8/1/2022
Commissioner Date
Al Landis 8/01/2022
Commissioner Date

NOTICE: Tuscarawas County is not responsible for any flood damages, within or outside the designated Floodplain Hazard Areas, that result from reliance on the Flood Damage Prevention Resolution #502-2010 or any administrative decisions lawfully made thereunder. The property Owner/Developer is required to procure, and make available to the public, an inspection document that certifies the Floodplain development project mentioned above is installed according to the approved development plan.

COMMENTS:
Project was begun without permit. Tusc SWCD secured permit for the work that was done. The work that was done in the floodplain, once the excavating and filling were completed, appear to have not significantly increased overall elevations.

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


RESOLUTION (637-2022) ADJOURN


It was moved by Commissioner Metzger, seconded by Commissioner Landis, to adjourn at 9:48 a.m. to meet in Regular session Monday, the 8th day of August, 2022

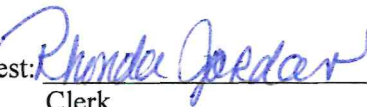
VOTE: Chris Abbuhl, absent;
Kerry Metzger, yes;
Al Landis, yes;

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, absent


Kerry Metzger


Al Landis

Attest: 
Clerk