

September 26, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

9:15 a.m. Darrin Lautenschleger, Director of Community Relations Cleveland Clinic and Dr. Thomas Rogers, President of Cleveland Clinic - Paint Tusc Pink 2022

9:30 a.m. Marla Akridge, Executive Director, TCEDC – Broad Band Presentation

Approve Minutes

Approve Supplemental Appropriation (6)

Approve Transfer of Funds (1)

Agreement – ARPA Grant – United Way of Tuscarawas County

Authorize Notice – Competitive Bidding - Sandyville Pump Station #3 – Water & Sewer
Authorize Application – Appalachian Regional Commission and/or Ohio Governor's Office of
Appalachia Programs

Approve Revised Statement of Qualifications – ADR & Associates, LT

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION
MONDAY, THE 26th DAY OF SEPTEMBER, 2022 WITH THE FOLLOWING MEMBERS
PRESENT:

Chris Abbuhl
Kerry Metzger
Al Landis

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (802-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes from the September 21, 2022 meeting as written.

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

RESOLUTION (803-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Auditor's Office	E-4160-Y027-Y99	E-4160-Y027-Y01	\$23,000.00	Large items sold on GovDeals. Actual receipts exceeding estimate. Supplemental needed to disburse proceeds
Auditor's Office	E-4160-Y027-Y99	E-4160-Y027-Y02	\$2,000.00	Large items sold on GovDeals. Actual receipts exceeding estimate. Supplemental needed to pay auction fees
Common Pleas	E-0440-A018-A00	E-0120-A002-B30	\$1,500.00	Judgment entry 9/19/22 order payment of invoice re: competency/sanity evaluation, case no. 2022 CR 03 0060
County General	E-0440-A018-A00	E-0410-A115-A15	\$21,900.00	2022 Wage Analysis adjustment per informational meeting with HR, appointing Authority Prosecutor and Commissioners on 9/20/22
JFS	E-1390-S000-S17	E-1390-S000-S06	\$260,500.00	Pay for Foster Care Services
JFS	E-1390-S000-S17	E-1390-S000-S07	\$122,500.00	Pay for foster care, foster parents, independent living, FACES, PASSES, etc.
Water & Sewer Department	E-1300-P300-P16	E-1300-P000-P06	\$5,000.00	Upcoming maintenance/repairs
Water & Sewer Department	E-1310-P000-P34	E-1310-P000-P23	\$6,000.00	Cover upcoming services (lab, uniform rental, answering services, etc)

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

RESOLUTION (804-2022) 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
Sheriff's Office	E-0220 A006-A17	E-0220 A006-A05	\$18,000.00	Needed to cover unplanned contracted repairs

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

RESOLUTION (805-2022) AGREEMENT – AMERICAN RESCUE PLAN ACT GRANT – UNITED WAY OF TUSCARAWAS COUNTY

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the Tuscarawas County American Rescue Plan Act Grant Agreement between the Tuscarawas County Commissioners and the United Way of Tuscarawas County in the amount of \$213,726.00:

TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT

THIS TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT ("Agreement") is made and entered into between, **TUSCARAWAS COUNTY, OHIO**, a local government entity in and of the State of Ohio ("County"), and **UNITED WAY OF TUSCARAWAS COUNTY** ("Subrecipient").

WITNESSETH THAT:

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

WHEREAS, In conjunction with the American Rescue Plan Act, the County desires to award grant funding to local non-profit organizations to assist with remediating the implications of COVID-19 on Tuscarawas County and its residents; and,

WHEREAS, the United Way will be a Subrecipient for the Tuscarawas United Feeding Our Future ("TUFF") Bags food distribution program from the Tuscarawas County Rescue Plan Grant ("County Grant") in the amount of \$213,726 and,

WHEREAS, The County believes it is in its best interest to award a County Grant to the United Way of Tuscarawas County.

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

ARTICLE 1. SUBRECIPIENT.

United Way of Tuscarawas County

ARTICLE 2. PROJECT CONSULTANT.

The County shall assign a project consultant (the "Project Consultant") to the Subrecipient. The Project Consultant shall act as the Subrecipient's contact at the County and Subrecipient shall contact the Project Consultant with any questions regarding the County Grant, Eligible Expenditures, Ineligible Expenditures, reports, financial information, document retention, and any and all concerns, questions, or comments regarding this Agreement. The Project Consultant will coordinate with the County's internal team to resolve Subrecipients questions or concerns in a reasonable manner. The Project Consultant will work with the County's internal team to complete Subrecipient monitoring requirements associated with this federal funding.

ARTICLE 3. PAYMENT.

The County will provide the Subrecipient a County Grant in an amount not to exceed \$213,726 ("Grant Amount"). The Grant Amount shall be distributed to on a monthly reimbursement basis. Subrecipient shall submit all receipts, invoices, and purchase orders to the Project Consultant, and the County shall reimburse Subrecipient for expenditures in a reasonable timeframe.

Subrecipient hereby acknowledges and agrees that it shall use the County Grant solely for Eligible Expenditures, as defined below. Any expenses incurred by Subrecipient in an amount which exceeds the Grant Amount shall be the sole responsibility of Subrecipient and Subrecipient shall not seek reimbursement of such expenses from the County.

ARTICLE 4. PROJECT AND ELIGIBLE EXPENSES.

Pursuant to the current agreement between the County and the United Way of Tuscarawas County for the "TUFF Bags" program, the Subrecipient has identified its specific uses for the County Grant, as more particularly described on the attached and incorporated **Exhibit A** (the "Project Activities"). The County has pre-approved the Project Activities, and Subrecipient shall only be permitted to use the County Grant towards the Project Activities. Utilizing the County Grant for any activity, purchase, or service other than those specifically listed on **Exhibit A** shall be deemed a violation of this Agreement, and the County shall be permitted to terminate this Agreement in accordance with Article 10.

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

Additionally, Subrecipient acknowledges and agrees that the Project Activities are subject to the items identified as "Eligible Expenditures" in **Exhibit C**, attached hereto and incorporated herein, and the items identified as "Ineligible Expenditures" in **Exhibit C**. The Ineligible Expenditures are expenses in which Subrecipient is not permitted to use the County Grant on, and if Subrecipient expends the County Grant on Ineligible Expenditures, the County reserves the right to terminate this Agreement in accordance with Article 10. In the event there is a question about whether an expense is an Eligible Expenditure, Subrecipient shall affirmatively reach out to the County and their designated Project Consultant for clarification prior to spending any funds on the expense in question.

ARTICLE 5. MONTHLY REPORTING.

Subrecipient understands and agrees that it is responsible for retaining and compiling any and all supporting documentation related to the use of the County Grants funds. Subrecipient shall submit monthly expenditure and progress reports, including but not limited to, receipts, invoices, and purchase orders, to the County and their Project Consultant by the fifteenth (15th) day of the month following the month being reported upon (the "Monthly Reports"). For example, Reports for the month of July would be due no later than August 15th. The Monthly Reports shall be submitted to the County and the Project Consultant on the form attached and incorporated as **Exhibit D**. If Subrecipient fails to maintain, create, or submit the Monthly Reports, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 10.

In addition to the Monthly Reports, the County retains the right to request any and all documentation related to the use of the County Grant at any time, including, but not limited to, invoices, financial statements, receipts, and any other documents that the County deem relevant and related to the use of the County Grant. If requested, Subrecipient or the Subrecipient's

designee shall provide such documentation within seven (7) days. If Subrecipient or Subrecipient's designee fails to provide such documentation, the County, in its sole discretion, shall retain the right to terminate this Agreement in accordance with Article 10.

ARTICLE 6. TIMELINE.

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

ARTICLE 7. SUBRECIPIENT REPRESENTATIONS.

Subrecipient represents and warrants that all of the following are true at the time of execution of this Agreement:

- 1) Subrecipient is duly organized, and validly existing under the laws of the State of Ohio;
- 2) Subrecipient is properly registered with Tuscarawas County as a vendor;
- 3) Subrecipient is properly registered at SAM.gov and has an active UEI number;
- 4) Subrecipient is not disbarred from receiving federal funding;
- 5) Subrecipient is required to provide their W-9

In the event Subrecipient's representations under this Article 7 are discovered to be untrue, Subrecipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 8. CONFLICT OF INTEREST.

Subrecipient acknowledges, understands, and agrees that Subrecipient must avoid a conflict, or perceived conflict of interest, in all dealings related to its expenditure of the County Grant under this Agreement. No Employee, officer, agent, family member, or partners of Subrecipient may have a financial interest in or other tangible personal benefit from prospective vendors. Additionally, officers, employees, and agents of Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from prospective vendors.

Subrecipient shall report any and all conflicts, or perceived, conflicts to the Project Consultant prior to engaging with the vendor and any relationship must be documented and disclosed in a written statement to Project Consultant. The County will review and determine whether Subrecipient's relationship poses a conflict of interest. Subrecipient's violation of this Article 8 shall result in the immediate termination of this Agreement and Subrecipient shall return all funding provided under the County Grant in the full Grant Amount to the County within five (5) business days.

ARTICLE 9. SPECIFIC CONDITIONS.

- A. Subrecipient shall comply with all applicable federal, state, and local laws, including applicable rules, regulations, and orders governing receipt and use of municipal and other public funds, and all applicable federal regulations, including 2 C.F.R. 200 and prevailing wage requirements. Subrecipient shall assume full and complete responsibility for any

alleged or actual violation of the foregoing, including payment of any penalty imposed and/or repayment of improperly expended funds, if any, and shall defend, indemnify, and hold harmless County and its elected officials, officers, agents, and employees therefrom.

- B. If it becomes necessary for review, audit, or verification purposes, Subrecipient shall allow County to inspect applicable, confidential records.
- C. Subrecipient agrees to supply additional information upon reasonable request by the County and to cooperate in any audit or review of the funding provided hereunder.

ARTICLE 10. TERM AND TERMINATION.

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

1. A receiver for Subrecipient's assets is appointed by a court of competent jurisdiction.
2. Subrecipient is divested of its rights, powers, and privileges under this Agreement by operation of law.
3. Subrecipient's failure to comply with any term, covenant or condition of this Agreement to be kept, performed and observed by it, and the failure of Subrecipient to remedy such failure within thirty (30) days from the date of written notice from County.
4. Subrecipient's violation of any applicable federal, state, local law, or regulation applicable to the County Grant or ARPA.
5. If, prior to the receipt of any funding from County hereunder and upon giving thirty (30) days prior written notice, Subrecipient desires to terminate this Agreement.
6. If Subrecipient defaults on its obligations under Articles 1-9 hereof.

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

ARTICLE 11. INDEMNIFICATION.

Subrecipient shall defend, indemnify, and hold harmless County and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of Subrecipient, and its

agents, employees, contractors, sub-contractors, and representatives, and/or Subrecipient's failure to comply with federal, state, and local laws, including (as applicable). The obligations under this Article 11 shall survive the termination or expiration of this Agreement.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION.

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

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

ARTICLE 13. POLITICAL CONTRIBUTIONS.

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

ARTICLE 14. RECORDS AND RETENTION.

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

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

Subrecipient shall retain such Records until completion of the actions and resolution of all issues or the expiration of the five (5) year period, whichever occurs later.

ARTICLE 15. TAX REPRESENTATION.

Subrecipient certifies that, as of the date of execution, it does not owe any delinquent taxes to Tuscarawas County and/or does not owe delinquent taxes for which Subrecipient is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code or, if such delinquent taxes are owed, Subrecipient currently is paying such delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, or Subrecipient filed a petition in bankruptcy under 11 U.S.C. Section 101. et seq., or such a petition has been filed against Subrecipient. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

ARTICLE 16. GENERAL PROVISIONS.

- A. **Conflict of Interest.** Subrecipient represents that to the best of its knowledge it has no interest that would undermine the impartiality of either party because of the conflict between the party's self-interest and this agreement or public interest in any manner or degree. Subrecipient further covenants that it will not acquire any such interest, directly or indirectly during the term of this Agreement.
- B. **Entire Understanding.** This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- C. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Tuscarawas County, Ohio.
- D. **Amendment.** The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the Tuscarawas County, Ohio.
- E. **Waiver.** A waiver by Tuscarawas County of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect County's rights with respect to any other or further breach.
- F. **Relationship.** This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities to be completed by the local nonprofit.

G. **Communications.** Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage prepaid, return receipt requested or delivered personally, and addressed as follows:

For County: Tuscarawas County Commissioners' Office
Tuscarawas County
125 E High Ave.
New Philadelphia, OH 44663

For Subrecipient: United Way of Tuscarawas County
1458 5th Street NW
New Philadelphia, OH 44663

H. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

UNITED WAY OF TUSCARAWAS COUNTY

By: [Signature]
Print Name: ROBIN WALTZ
Its: PRESIDENT/CEO

TUSCARAWAS COUNTY, OHIO

Meghan Needham, CPA, CFC
County Consultant
Date 09/20/2022

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Robert Stephenson II, Assistant Prosecuting Attorney

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

September 26, 2022
Journal 85 Pg. 528
[Signature]
Commissioner of Tuscarawas County
Date 9/26/2022

[Signature]
Commissioner of Tuscarawas County
Date 9/20/2022

[Signature]
Commissioner of Tuscarawas County
Date 9/20/2022

Date

EXHIBIT A
PROJECT ACTIVITIES

TUFF Bags is a weekend and summer backpack program that serves more than 960 local school-age children throughout Tuscarawas County. As a community service program for the Juvenile Court, adjudicated juveniles are referred to the program by the Juvenile Court Judge to assist in packing the food bags, which are then delivered to the local schools for distribution.

The Juvenile Court has collaborated with United Way of Tuscarawas County and the Akron Canton Regional Food Bank to purchase and pay for the food. For this grant, the United Way of Tuscarawas County will be the Subrecipient and purchase food and supplies for the program.

EXHIBIT B
PROCUREMENT REQUIREMENTS

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

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

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

EXHIBIT C
ELIGIBLE EXPENDITURE

ELIGIBLE EXPENDITURES:

Per the US Treasury Guidelines and the project application, the County Grant may only be used for the following purposes:

- Food
- Program related supplies

INELIGIBLE EXPENDITURES:

The County Grant may not be used for:

- Payroll;
- Debt service payments including mortgage principal and interest;
- Damages covered by insurance;
- Reimbursements to donors for donated items or services;
- Property taxes;
- Personal expenses;
- Routine/ongoing operations costs; and
- Any and all other uses that are not identified herein as an "Eligible Expenditure" shall be deemed an Ineligible Expenditure, unless prior written approval is granted by the County.

EXHIBIT D
MONTHLY REPORT FORM

TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT OF 2021 ELIGIBLE PROJECT EXPENSES REIMBURSEMENT FORM								
Organization Name			Specifications must be submitted electronically through Chemeca's website administered by the County. Specifications signed and certified. Copies of supporting documentation (proof of purchase and invoice) for eligible expenditures must be submitted. No requests will be made without necessary supporting documentation.					
Street Address								
City/State/Zip								
Project ID								
PROJECT REIMBURSEMENTS								
	Amount	Payment ID/Check Number	Payment Date (MM/DD/YYYY)	Invoice Date (MM/DD/YYYY)	Invoice Number	Vendor Name	Program/Activity	Total Due for Payment
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
							Total	
Is this the first project payment? Y/N				Project Award Amount				
Are all expenses requested for reimbursement in accordance with approved Project Agreement? Y/N				Amount Awarded Received				
Date Project Completed (if applicable)				Amount Requested from Award				
				Award Amount Remaining				

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Discussion: Commissioner Abbuhl noted this grant is for the TUFF bags Program which is a food distribution program for Tuscarawas County.

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

RESOLUTION (806-2022) - AUTHORIZE NOTICE - COMPETITIVE BIDDING - SANDYVILLE PUMP STATION #3 RENOVATION PROJECT (PROJECT ID #SV-21-01)

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

WHEREAS, upon the recommendation of the Sanitary Engineer, Michael Jones, the Board of Commissioners, Tuscarawas County, Ohio ("Board") desires to renovate the Sandyville Pump Station #3; and;

WHEREAS, pursuant to ORC 6117.06(E), the Board finds that the improvement is necessary for the preservation and promotion of the public health and welfare, and has determined that no special assessments are to be levied to pay any part of the cost of the improvement; and

NOW THEREFORE, BE IT RESOLVED by the Board:

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

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

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

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663 until **1:30 PM on Wednesday, November 2, 2022** for the **Sandyville Pump Station #3 Renovation Project**, and at said time and place, bids will be publicly opened and read aloud for the following work:

Demolish existing pump station and convert to submersible pump station including electrical and control panel.

Bidding Documents can be seen at the office of the Sanitary Engineers office, 9944 Wilkshire Blvd. NE, Bolivar, Ohio 44612, or at the office of the Civil Engineers, W. E. Quicksall and Associates, Inc., 554 West High Avenue, New Philadelphia, Ohio, 44663. Bidding Documents may be obtained at the office of W. E. Quicksall and Associates, Inc. upon payment of \$100.00. Checks should be made payable to W. E. Quicksall and Associates, Inc. Bidding Documents are not returnable for a refund. The engineer will accept questions for this project until October 25, 2022 by submitting any questions in writing to mail@wequicksall.com or fax (330) 339-2227. In addition, Bidding Documents will also be on file in the plan room of Builders Exchange.

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

Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than **August 1, 2023**.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE OHIO REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE OHIO REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES.

Bidders must comply with the prevailing wage rates on Public Improvements in Tuscarawas County, Ohio as determined by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau Bids shall be subject to the condition that the right is reserved to hold bids for a period not longer than 60 days after date of opening and/or to award at any time during the period.

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

By order of the Commissioners, this 26th day of September, 2022.

Chris Abbuhl
Al Landis
Kerry Metzger

Adv: Times Reporter
September 29, 2022

Posted on Website - 9-29-22 until 11-2-22
<https://www.tcmsd.org/projects-out-for-bid>

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

RESOLUTION (807-2022) AUTHORIZE APPLICATION - APPALACHIAN REGIONAL COMMISSION AND/OR OHIO GOVERNOR'S OFFICE OF APPALACHIA PROGRAMS

It was moved by Commissioner Metzger, and seconded by Commissioner Landis, to authorize the President of the Board of Tuscarawas County commissioners to prepare and submit an application to participate in the Appalachian Regional Commission and/or Ohio governor's Office of Appalachia Programs and to execute contracts as required.

WHEREAS, the Appalachian Regional Commission (ARC) and Ohio Governor's Office of Appalachia (GOA) provide financial assistance for equipment and capital improvements, and

WHEREAS Tuscarawas County is planning to make capital improvements for Wilkshire Hills Wastewater Treatment Plant, and

WHEREAS the proposed improvement herein above described is considered to be a priority need for the community and is a qualified project under the ARC and GOA programs, and

WHEREAS Tuscarawas County is requesting a grant from the ARC and/or GOA programs in the amount of \$250,000 for said project; and

WHEREAS, Tuscarawas County has matching funds in the amount of \$2,100,000 from other grants, loans, and/or local funds for said project.

NOW THEREFORE, BE IT RESOLVED by the Board of the Board of Tuscarawas County Commissioners:

Section 1: The President of the Board of Tuscarawas County Commissioners is hereby authorized to apply to the ARC and/or GOA programs for funds as described above.

Section 2: The President of the Board of Tuscarawas County Commissioners is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

RESOLUTION (808-2022) – APPROVE REVISED STATEMENT OF QUALIFICATIONS - ADR & ASSOCIATES, LTD.

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

WHEREAS, upon the recommendation of the Sanitary Engineer, Michael Jones, the Board of Commissioners, Tuscarawas County, Ohio (“Board”) authorized the selection of ADR & Associates, Ltd. (“ADR”) for planning services in connection with the Midvale/Barnhill Area Regional Sewer Facilities Plan (“Project”) and subsequently executed an agreement with ADR for such services, and

WHEREAS, prior to issuing a notice to ADR to proceed with engineering services, the Sanitary Engineer learned that ADR’s project manager was leaving the firm, and

WHEREAS, on August 18, 2022, and upon authorization of the Board, the Sanitary Engineer issued a notice to ADR requesting an updated Statement of Qualifications (“SOQ”) for the purpose of determining ADR’s current qualifications, and

WHEREAS, ADR has submitted the requested SOQ and the Sanitary Engineer has determined that ADR possesses the qualifications necessary to provide the engineering services required for the Project, and

WHEREAS, the Sanitary Engineer is making the following recommendations:

1. Authorize ADR to proceed with the Preliminary Tasks portion of the attached Project Schedule for an amount not to exceed \$6,000 as proposed in the attached email from Nicholas Mill, P.E., Executive Vice-President with ADR. The Preliminary Task portion of the Project will include preparing a Report Outline; Developing Action Items; and conducting a Project Kick-Off Meeting with the Sanitary Engineer’s Office.
2. Upon completion of the Preliminary Task portion of the Project, the Sanitary Engineer will make a recommendation to the Board concerning the acceptability of services being provided by ADR. In the event the services provided are not acceptable, the Sanitary Engineer will make a recommendation to publicly advertise a request for qualifications in order to find a replacement engineering firm.

NOW THEREFORE BE IT RESOLVED by the Board:

Section 1 – The Board hereby authorizes the Sanitary Engineer to direct ADR & Associates, Ltd. to proceed with the Preliminary Tasks portion of the project for an amount not to exceed \$6,000.

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 recognized the Sanitary Engineer, Michael Jones, on the diligence of following up with ADR & Associates. We had not used ADR in the past, and with a key person leaving the firm, it was very good of Mike to go back and follow up to make sure they still met the qualifications with the change in personnel.*

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

RESOLUTION (809-2022) PAY BILLS

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

Meeting Date 09/26/2022

Clerk of Courts

Jodi Fouts	Travel	\$150.05	
Jeanne Stephen	Travel	\$117.60	
AT & T	Service	\$89.06	
			\$356.71

Commissioners

Blasenhauer Plumbing	Repairs	\$1,577.00	
Hillyard OH	Supplies	\$393.63	
Copley Ohio Newspapers	R & B Legal Ad	\$110.98	
American Electric Power	Service	\$194.55	
US Bank Equipment	Copier Lease	\$158.64	
MNJ Technologies	Computer Equipment/IT	\$952.00	
GovDeals	Auction Sale Fees	\$519.04	
GovDeals	Auction Sale Fees	\$500.00	
GovDeals	Auction Sale Fees	\$911.56	
GovDeals	Auction Sale Fees	\$2,850.74	
			\$8,168.14

Common Pleas

Judge Elizabeth Thomakos	Travel	\$123.60	
Bloom's Printing	Envelopes	\$178.00	
Staples Credit Plan	Supplies	\$127.21	
			\$428.81

Engineer

Precision Repair Service	Repairs	\$1,082.92	
Advance Auto Parts	Repairs/Parts	\$26.07	
Fastenal	Bridge & Culvert Supplies	\$13.84	
Gemstone Gas & Welding	Bridge & Culvert Supplies	\$42.10	
John W Cookson Co	Repairs/Parts	\$56.27	
Summers Rubber	Repairs/Parts	\$95.79	
Terminal Supply	Repairs/Parts	\$276.66	
Softworks Inc	Maintenance Agreement	\$1,195.00	
Flynn's Tire	Tires/Repairs	\$660.00	
Mr. Trailer Sales	Repairs/Parts	\$124.55	
Triple R Trailer	Repairs/Parts	\$90.00	
Yoder Small Engines	Repairs/Parts	\$123.89	
McLean Co	Repairs/Parts	\$401.20	
Newton Asphalt	Mat'l per bid	\$340.36	
Newton Asphalt	Project #3-2022	\$240,805.60	
Newton Asphalt	Project #3-2022	\$108,365.20	
Snyder Brothers	Repairs/Parts	\$435.40	
Dover Brake	Repairs/Parts	\$1,482.45	
Ace Truck Equipment	Repairs/Parts	\$275.70	
Young Truck Sales	Repairs/Parts	\$332.08	
United Sales	Repairs/Parts	\$53.00	
Ohio Light Truck Parts	Repairs/Parts	\$140.00	
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	\$257.20	
John Deere	Repairs/Parts	\$212.09	
			\$356,887.37

Information Technology

Staples	Supplies	\$1,304.77	
Staples	Supplies	\$3.35	
			\$1,308.12

Job & Family Services

Jacob & Marilyn Miller	FP Reimbursements	\$263.54	
Capital One	PRC Kinship	\$2,270.50	
Goodwill Ind of Greater CLE	FACES/HB Parenting	\$2,573.00	
The Village Network	Evaluations	\$1,000.00	
John Reed	Prevention/Beds	\$960.00	
Lee's Famous Recipe	Employee Appreciation	\$755.00	
Guidestone	Ohio Start	\$1,886.36	
Barbara Stelea	FC Legal Fees	\$650.00	

Timothy & Jacquelyn McDonnell	FP Reimbursements	\$563.33	
Horizons	Transportation	\$13,823.28	
Quadient Leasing USA	Postage Machine Lease	\$594.75	
Savvy Sniper LLC	Law Enforcement Services	\$200.00	
			\$25,687.76
Juvenile/Probate			
Verizon	Cell Phone Stipend	\$195.78	
Staples	Supplies	\$154.37	
Staples	Supplies	\$407.42	
Judge Adam Wilgus	Travel	\$400.93	
Renee Parker	Travel	\$139.83	
Judge Adam Wilgus	Reimb/Supplies	\$21.00	
Judge Adam Wilgus	Reimb/Supplies	\$2.48	
Judge Adam Wilgus	Reimb/Supplies	\$34.56	
Independence Business Supply	Supplies	\$71.59	
Traco Business Solutions	Filing Supplies	\$485.89	
Traco Business Solutions	Filing Supplies	\$103.00	
Majority Strategies	Good Deeds Project	\$6,055.00	
			\$8,071.85
Park Department			
First Stop Signs	Vehicle Lettering	\$282.00	
Menards	Supplies	\$13.92	
Stony Point Supply	Supplies	\$4.99	
United Rentals	Portable Restroom @ CLP	\$90.00	
Treasurer State of OH	Easement/Ft Laurens	\$1.00	
Menards	Supplies	\$48.41	
			\$440.32
Sheriff			
Arney	Cruiser Repairs	\$6,618.09	
Miller & Co	Porta Potty Rental	\$121.99	
Verizon Wireless	Data Cards	\$1,040.13	
Elite Tire Dover	Cruiser Repairs	\$1,430.91	
			\$9,211.12
Southern Court			
Twin City Water & Sewer	Service	\$73.00	
Quill	Supplies	\$530.37	
			\$603.37
	GRAND TOTAL		\$411,163.57

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

Discussion: *Darrin Lautenschleger, Director of Community Relation for Cleveland Clinic and Dr. Thomas Rogers, President of Cleveland Clinic present to request a Proclamation for Paint Tusc Pink 2022. Commissioner Abbuhl asked Mr. Rogers what he would like to be called, Colonel, Dr. or President? Mr. Rogers stated Dr. Rogers is fine. Dr. Rogers thanked the Commissioners for having himself and Mr. Lautenschleger here today. It is exciting to get to celebrate the upcoming month of October. One in eight women will develop breast cancer and one in eight hundred to nine hundred men will develop breast cancer in their lives. Mammograms are key in detecting early stages of breast cancer. One of the things Paint Tusc Pink wants to introduce is screening. COVID has made it very difficult for people to obtain preventative care.*

Darrin stated the signs will be posted in yards and around town promoting Paint Tusc Pink. The radio stations, social media, newspaper, Chamber of Commerce and Trinity Hospital Twin City will also carry information regarding this campaign. This will be the 15th year for Paint Tusc Pink. When it started, there was just under 50% of eligible women getting mammograms. Today there is roughly 71% of women getting mammograms.

Commissioner Abbuhl mentioned the county does a health fair every year to try and detect as much as possible through blood tests. Commissioner Metzger stated he is interested in the statistics. Commissioner Landis stated Paint Tusc Pink is near and dear to his heart because his own wife is a Breast Cancer Survivor and living proof that early detection saves lives. Mr. Landis also asked if we are playing catch up to try and get women back out again and get caught back up on mammograms from not getting them during COVID? Darrin stated the answer to that is yes and it is not just mammograms that are behind. Overall preventive health is still trying to get caught back up. Commissioner Abbuhl closed by stating we are very fortunate in Tuscarawas County because we have some good, quality healthcare providers. The message you are getting out there is outstanding.

Rhonda Jordan, Clerk, read the Proclamation into the record.

RESOLUTION (810-2022) PROCLAMATION – BREAST CANCER AWARENESS MONTH

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following Declaring October as Breast Cancer Awareness Month.

PROCLAMATION
Breast Cancer Awareness Month 2022

WHEREAS, in 2022, there will be an estimated 285,140 women and 2,710 men diagnosed with breast cancer, and 43,250 women and 530 men will die from breast cancer in the United States in 2022; and

WHEREAS, one in eight women in the United States (about 13 percent of women overall) will develop invasive breast cancer over the course of her lifetime; and

WHEREAS, breast cancer is projected to be the leading cause of cancer diagnosis nationally and in the State of Ohio in 2022 (source: American Cancer Society); and

WHEREAS, in Tuscarawas County, 62 percent of women report having a mammogram in their lifetime, and 71 percent of women ages 40 and older had a mammogram in the past two years; (source: Tuscarawas County 2021 Community Health Status Assessment)

WHEREAS, women are encouraged to receive regular mammogram examinations, which are the best form of early and often lifesaving detection, and even high at-risk men are encouraged to perform self-examinations; and

WHEREAS, in Tuscarawas County, a total of 372 cases (13 percent of all cancer cases) of breast cancer in Tuscarawas County from 2014-2018; (source: Tuscarawas County 2021 Community Health Status Assessment); and

WHEREAS, the residents of Tuscarawas County are reminded and encouraged to "Paint Tusc Pink", during the Month of October; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Tuscarawas County to proclaim October as Breast Cancer Awareness Month in Tuscarawas County.



Chris Abbuhl
Chris Abbuhl

Kerry Metzger
Kerry Metzger

Al Landis
Al Landis

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;

OTHER BUSINESS: *Commissioner Landis wanted to thank the Tuscarawas County Fair Board for putting on a very nice fair. The weather co-operated for the most-part and it was a nice turn out. Commissioner Abbuhl stated the fair had some record sales on live-stock. The grand champion chicken sold for \$16,000!*

Discussion: *Marla Akridge, Executive Director, Tuscarawas County Economic Development Corporation, (TCEDC), John Kelly, Co-Director, TCEDC, and JC Shively, Marketing and Facilities Director, TCEDC were present to do a presentation on Broadband in Tuscarawas County. Marla stated one of the great things that happened this Summer with TCEDC and the Ohio Broadband Accelerator Program, which all of the Commissioners participated in as well. This program was offered to the whole State and four areas participated in it and Tuscarawas County was one of them. The program educated us about broadband, helped us understand the different parts of broadband, the value and importance of different speeds of broadband. The program was supported by the Benton Institute of Broadband & Society. The Institute has a mission to get broadband in every rural area across the United States. Every household, every business, every farmer and everyone to have broadband in their community.*

Through the program, the TCEDC created their Mission Statement, goals, a survey, talked to providers, created short-term goals and long-term goals. We took the OMEGA Feasibility Study and built on it and looked at the what the next phase is for broadband in Tuscarawas County and how to build on that. We have applied for some grants and are still talking with our providers.

There are people in Tuscarawas County who can not use their cell phones at their homes. They have to go outside or drive to a place that has service. Getting broadband to our community is critical. There is a survey that we are taking the data from the survey and analyzing it and looking at it by townships, hills & hollows, demographics and overlaying a lot of our maps. We are looking at all options.

Without broadband, we do not have students being given every opportunity available to learn, we don't have tele-medicine, our farmers are not able to keep up with technology, entrepreneurs and small business owners and citizens are not able to keep up. This is something that will never stop. It will be an ongoing project.

JC Shively added kids and teachers are having a difficult time helping from home, employees are having a hard time working remotely, provider liability speeds are lacking, missed opportunities re: vital services are being offered on the internet and people are not able to take advantage of a wide range of services, it could be as simple as not being able to Netflix or as complicated as not being able to access my doctor through Tele-med. Security cameras even require an internet connection in order to work properly.

Marla stated she is in the meeting to formerly ask for funding for broadband/internet in our county. It will also take a private partnership to reach all of our constituents, farmers, citizens, businesses and our students.

Commissioner Abbuhl stated the ARPA funds is one of the sources Marla may be referring too. There is a million dollars set aside for broadband expansion. Commissioner Abbuhl supports this because the cost of not doing this is going to leave Tuscarawas County left behind. During COVID, it was made abundantly clear that educators were not able to work with their students because there was no access and children had to go to hotspots on school buses in church parking lots in order to be connected. Electronics are always going to evolve. We have talked about business development, agriculture, health care, education and personal contacts in relation to broadband accessibility and the need for reliable connections. The children today use electronics to learn and, in our day, we learned by educational television programs. Even then, if a child did not have a TV, they did not have access to the educational shows. Like today, without internet, children are being left behind. It is not a luxury, it is a necessity. If we are going to move forward, be competitive and able our children to have an edge, they have to have connectivity. I appreciate the work that has been done with Broadband Ohio, and the accelerator program was excellent and we gained a lot of knowledge and it also gives us a competitive edge. Broadband is another utility just like electricity that everyone should have access too.

Commissioner Landis stated taking this from planned action to the real thing is going to be the most difficult thing. As elected officials and dealing with public money, we have to make sure that we invest it wisely. I think when we search for providers, we have to make sure we have people that have demonstrated they can do this in our topography. We will need to make sure we are very diligent when we invest the public money in something of this undertaking.

Commissioner Metzger asked if there was any idea as to what the future potential cost is going to be to get this done. Marla and JC both stated this is going to be phase II of the project. The technology and speeds are constantly changing and the price is actually coming down. The providers are trying to make sure the cost to the consumer stays flat-lined. The answer right now is no. Mr. Metzger stated this is not going to be done overnight, and it is going to be ongoing as far as cost is concerned. This Board is supportive of the efforts of broadband. This Board's commitment to this is project is the one million dollars set aside in ARPA funds that the County received. We hope this money will leverage with all of the other grant programs and private funds to help leverage the whole project.

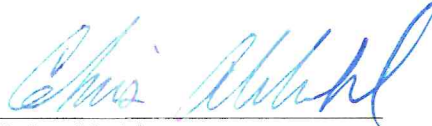
Commissioner Abbuhl suggested the TCEDC take advantage of the application process and request the dollars. This would set aside money that would specifically be used for broadband. Commissioner Landis stated if the public money is set aside for broadband, there may be a match from the private sector. We can also go to the state level around Capital Budget time and see what is available. This is going to have to be a private/public project.

RESOLUTION (811-2022) ADJOURN

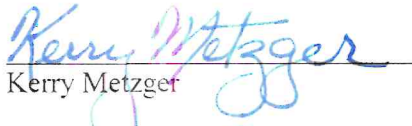
It was moved by Commissioner Landis, seconded by Commissioner Metzger, to adjourn at 10:04 a.m. to meet in Regular session Wednesday, the 28th day of September, 2022.

VOTE: Chris Abbuhl, yes;
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.



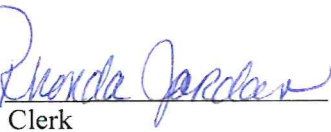
Chris Abbuhl



Kerry Metzger



Al Landis

Attest: 
Clerk