

February 26, 2024

Agenda

*Lord's Prayer
Pledge of Allegiance*

*1:15 p.m. Kerry Metzger, OheOhio – Opioid Settlement Update
1:30 p.m. Dover Mayor Shane Gunnoe & Marla Akridge, Executive Director, Tuscarawas Economic Development Corp (TEDC)with Community & Economic Update*

Approve Minutes 2-12-24
Approve Minutes 2-21-24

Approve Before/After Expenditures

Approve Supplemental Appropriation

Approve Transfer of Funds

Approve Flood Plain Permit for One Stop Flooring

Approve Out of County Travel – Economic & Community Development (OCED)
Approve Out of County Travel – Emergency Management Agency (EMA)

Approve Hire – Emergency Management Agency (EMA)

Authorize Inter-County Funds Transfer Agreements – JFS

Award Contract – Wilkshire Hills Water System Upgrade – Contract 3 – Well 4

Rescind Resolution (65-2024) In Part – Grant Amount Error

Authorize Sub-Recipient Agreement – Implementation of the Ohio Department of Aging’s Healthy Aging Grant

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION MONDAY, THE 26th DAY FEBRUARY, 2024 WITH THE FOLLOWING MEMBERS PRESENT:

Kristin Zemis
Greg Ress
Chris Abbuhl

Commissioner Kristin Zemis presiding.

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

RESOLUTION (174-2024) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the minutes from the February 12, 2024 meeting as written.

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

RESOLUTION (175-2024) APPROVE MINUTES

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress, to approve the minutes from the February 21, 2024 meeting as written.

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

RESOLUTION (176-2024) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
National Lime & Stone	Engineer	\$10,739.39
Arney	Sheriff	\$1,701.33
RJ Wright & Sons	Sheriff	\$3,001.57
Picture It Engraving	Sheriff	\$1,961.75
Interpreters XP	Public Defender	\$602.88
Dr. Daniel Davis	Public Defender	\$4,000.00
Tusc. Co. Sheriff	JFS	\$173.23
Cuyahoga Co Medical Examiner	Coroner	\$6,950.00

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

RESOLUTION (177-2024) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Treasurer	E-1590-S076-S25	E-1590-S076-S17	\$2,000.00	Cover cost of Central Services Cost Allocation
W & S	E-1286-O055-O10	E-1286-O055-O01	\$206,309.90	Cover Wilkshire Hills Water Treatment Plant Proj ID #WH-19-05 Contract 3 well #4- Stanley Miller

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

RESOLUTION (178-2024) TRANSFER OF FUNDS

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Probate/Juvenile Court	E-0130-A002-C28	E-0130-A002-C24	\$2,400.00	Witness Fees

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

DISCUSSION: FLOOD PLAIN DEVELOPMENT PERMIT: *Flood Plain Coordinator, Lee Finley requested a flood plain permit be issued to One Stop Flooring even though they have already started their project. The new addition was started without a permit and construction had to be halted. FEMA is requiring a floodproofing certificate be submitted once the construction is completed.*

RESOLUTION (179-2024) FLOOD PLAIN DEVELOPMENT PERMIT – ONE STOP FLOORING

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the Floodplain Development Permit for new addition for One Stop Flooring, as submitted by Lee Carl Finley, Floodplain Coordinator.

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

Date: 02/23/2024 # 2024-001

\$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 Conrad Sommers, One Stop Flooring
for New addition for business in Dover Twp
located at 2671 SR 39 NW, Dover Ohio

The Development Permit application submitted by Tekton Engineering, Berlin, OH 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 \$ \$400,000 Elevation of Property 882.3 Ft. (msl)

This information contained in Permit Application Number 2024-001 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.

<p>Reviewed by: <u>Lee Carl Finley</u> <small>Tuscarawas SWCD (Floodplain Coordinator)</small></p> <p>Approved by: <u>Kristin Zemis</u> <small>Commissioner</small></p> <p><u>Greg Ress</u> <small>Commissioner</small></p> <p><u>Chris Abbuhl</u> <small>Commissioner</small></p>	<p><u>2.23.2024</u> <small>Date</small></p> <p><u>2/26/2024</u> <small>Date</small></p> <p><u>2/26/2024</u> <small>Date</small></p> <p><u>2/26/2024</u> <small>Date</small></p>
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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 #4502-2010 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:
In that the construction is for a bldg. that is located in the floodplain and the existing floor is below BFE, a completed FEMA floodproofing certificate must be submitted once the construction is done and the work is completed, showing that the bldg. has been floodproofed to at least 1.0 ft above BFE (flood protection elevation).

Floodplain Development Permit Tuscarawas SWCD revised: 16 June 2022 (lcf)

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

RESOLUTION (180-2024) OUT OF COUNTY TRAVEL – OFFICE OF ECONOMIC & COMMUNITY DEVELOPMENT (OCED)

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the following travel request as submitted by Scott Reynolds, OCED Director:

DATE: February 23, 2024
LOCATION: Independence, OH
ATTENDEES: Brooke Yates
USING COUNTY VEHICLE: yes
EXPENSE: \$35.00 lunch
REASON: Attending annual ED NOW Event through TCEDC

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

RESOLUTION (181-2024) OUT OF COUNTY TRAVEL – EMERGENCY MANAGEMENT AGENCY (EMA)

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress, to approve the following travel request as submitted by Jennifer James, EMA Director:

DATE: March 11, 2023
LOCATION: Mt Vernon, OH
ATTENDEES: Jenn James
USING COUNTY VEHICLE: yes
EXPENSE: \$35.00 lunch

REASON: Knox County is hosting the quarterly Emergency Management Association of (EMAO) Central Sector meeting

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

DISCUSSION: NEW HIRE FOR EMERGENCY MANAGEMENT AGENCY (EMA): *EMA Director Jenn James requested the hire of Kami Stanley who has experience as a dispatcher and paramedic. She will be a great addition to the office.*

RESOLUTION (182-2024) APPROVE HIRE – EMERGENCY MANAGEMENT AGENCY (EMA) - STANLEY

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the following new hire:

WHEREAS, Kami Stanley has been determined by the Board of Commissioners, to meet the minimum qualifications established for the classification of Emergency Management Specialist.

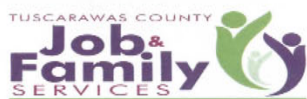
WHEREAS, the classification of Emergency Management Specialist is considered to be in the classified service,

THEREFORE, be it resolved that Kami Stanley shall begin her employment as the full time Emergency Management Specialist effective March 13, 2024 in classified service at a rate of \$17.21 per hour.

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

RESOLUTION (183-2024) INTER-COUNTY FUNDS TRANSFER AGREEMENTS – OTHER COUNTY JOB & FAMILY SERVICES (JFS), CHILDREN SERVICES AGENCIES AND CHILD SUPPORT ENFORCEMENT AGENCIES (CSEA) – JFS

It was moved by Commissioner , seconded by Commissioner to authorize Veronica Spidell, Director of Tuscarawas County Job & Family Services, to facilitate Inter-County Funds Transfer Agreements with other county JFS’s, Children Services Agencies, and CSEA’s. These transfer agreement would serve to maximize funding available statewide and ensure that allocations used will provide services across county lines.



389 16th Street SW
New Philadelphia, Ohio 44663
Phone: 330-339-7791 or 800-431-2347
Fax: 330-339-6388 TTY/TTD: 1-800-750-0750
www.tcjfs.org

February 20, 2024

Veronica Spidell, Director of Tuscarawas County Job & Family Services, requests authorization to facilitate Inter-County Funds Transfer Agreements with other county JFS’s, Children Services Agencies, and Child Support Enforcement Agencies. These transfer agreements would serve to maximize funding available statewide and ensure that allocations used will provide services across county lines.

The Director shall provide prior notification to the Board of Commissioners of the Director’s intent to trade, transfer out, or receive in any funds.

This Inter-County Allocation of Funds Agreement Resolution shall have an effective date of January 1, 2024 and continue through December 31, 2024.

Please approve by resolution.

Veronica Spidell

Veronica Spidell, Director

2/20/24

Date

Approved by Resolution:

Chris Abbuhl

Chris Abbuhl

2/26/2024

Date

Greg Ress

Greg Ress

2/26/2024

Date

Kristin Zemis

Kristin Zemis

2/26/2024

Date

TCJFS helps people achieve safety, security, and self-sufficiency.

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

RESOLUTION (184-2024) AWARD CONTRACT - WILKSHIRE HILLS WATER SYSTEM UPGRADE – CONTRACT 3 (PROJECT ID #WH-19-05)

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the foregoing resolution:

WHEREAS, the Sanitary Engineer, Michael Jones, has reviewed Contract 3 for the Wilkshire Hills Water System Upgrade (Well #4) with Stanley Miller Construction Co. and recommends the approval and execution of the same.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners, Tuscarawas County, Ohio (“Board”):

Section 1: The Board hereby approves the contract and addendum for Contract 3 for the Wilkshire Hills Water System Upgrade (Well #4) with the Stanley Miller Construction Co. and the President and/or Vice-President of the Board to execute the Contract.

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.

**ADDENDUM TO CONSTRUCTION AGREEMENT
TUSCARAWAS COUNTY BOARD OF COMMISSIONERS –
CONTRACT 3-WILKSHIRE HILLS WTP WELLHOUSE #4**

This Addendum is entered into this 26 day of February, 2024, by and between **TUSCARAWAS COUNTY BOARD OF COMMISSIONERS (COMMISSIONERS)**, Owner, and **STANLEY MILLER CONSTRUCTION CO. (CONTRACTOR)**, Project Contractor.

This Agreed Addendum shall addend and amend Contract 3- Wilkshire Hills WTP Wellhouse #4 to read as follows:

Contract 3-Wilkshire Hills WTP Wellhouse #4 (hereinafter “Contract”) contains a scrivener’s error in the identification of the parties. The Contract erroneously lists Tuscarawas County Metropolitan Sewer District as Owner. The Tuscarawas County Board of Commissioners is the correct owner with The Tuscarawas County Metropolitan Sewer District acting as the Board’s agent. All reference in the Contract to Owner shall mean Tuscarawas County Board of Commissioners.

All other portions and language of said Construction Agreement shall remain unchanged as initially agreed to.

In Witness Whereof, the parties have executed this Addendum this 26 day of February, 2024.

**TUSCARAWAS COUNTY BOARD
OF COMMISSIONERS**

By: Kristin Zemis

Its: Kristin Zemis

STANLEY MILLER CONSTRUCTION CO.

By: Donald Smith
Its: President

This instrument prepared by:
Steve Anderson
Attorney at Law
New Philadelphia, Ohio

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

This Agreement is by and between **Tuscarawas County Metropolitan Sewer District** ("Owner") and **Stanley Miller Construction Co.** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Work of the Project includes the construction of the new Wellhouse #4, including the construction of a new municipal public well.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Work of the Project includes the construction of the new Wellhouse #4, including the construction of a new municipal public well.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **The Thrasher Group, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** days after the date when the Contract Times commence to run.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

- 1. Milestone 1 – Not Used
- 2. Milestone 2 – Not Used
- 3. Milestone 3 – Not Used

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4.05 *Liquidated Damages*

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

~~Deleted~~

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

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

ARTICLE 5—CONTRACT PRICE

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

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

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

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

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$As described in Bid Form.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th* day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. ~~number~~ 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and Deleted~~
 - b. ~~number~~ 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

* Unless adjusted at the Pre Construction Conference.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

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6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

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

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

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 Page 7 of 8

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

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

Owner:
Tuscarawas County Metropolitan Sewer District
(typed or printed name of organization)

By: *[Signature]*
(individual's signature)

Date: 2/26/2024
(date signed)

Name: Kristin Zemis
(typed or printed)

Title: Commissioner
(typed or printed)

Attest: *[Signature]*
(individual's signature)

Title: Clerk of the Board
(typed or printed)

Address for giving notices:

Designated Representative:
 Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
Stanley Miller Construction Co.
(typed or printed name of organization)

By: *[Signature]*
(individual's signature)

Date: _____
(date signed)

Name: David S. Miller
(typed or printed)

Title: President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: *[Signature]*
(individual's signature)

Title: vice president
(typed or printed)

Address for giving notices:
2250 Howenstine Dr. SE
East Sparta, Ohio 44626

Designated Representative:
 Name: Terri Krupar
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
2250 Howenstine Dr. SE
East Sparta, Ohio 44626

Phone: 330-484-2229

Email: terri.krupar@smillerconst.com

License No.: N/A
(where applicable)

State: Ohio

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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 Exhibit I
 Page 1

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT NAME: Contract 3 - Wilshire Hill WTP Wellhouse #4

CONTRACTOR NAME: Stanley Miller Construction Co.

I, the undersigned, Steve Anderson, the duly authorized and acting legal representative of Tuscarawas County Board of Commissioners, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and 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.

[Signature] 2/20/24
 Name Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.


 Agency Representative Date

 Name

ATTACHMENT GC-A

Certificate of Funds
(ORC Section 5705.41)

The undersigned, Fiscal officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: 2/27/2024

 Fiscal Officer

RE: PO 96781
2/27/24

COF-1

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

DISCUSSION: OneOhio – Opioid Settlement Update: *Kerry Metzger for OneOhio stated the first round of grants will be given out this year. The 2024 Regional Grant Request for Proposals (RFP) and the grant software developer are finalizing the infrastructure set up. Everything is going to be a state-initiated process. There will be a OneOhio Grant Portal to submit application to the state. The state will then go through them in such a way as to sort them by regions. The Region 11 Board of Directors will then be able to access the applications so they can make recommendations as to what applications should be processed for each round.*

The funding for the first round of grants will be approximately \$1.6 million. We are going to look at the grants as a regional approach, not a county approach. There are 8 counties in Region 11. Commissioner Abbuhl stated the idea of having a board is to have a process so the grants are divided evenly as possible and what makes the most logical sense at the time. Mr. Metzger stated on March 4th, the RFP will be released and posted. April 2nd, Applications open in the OneOhio Grant Portal. May 3rd, Applications due in OneOhio Grant Portal. The Foundation has launched a new Grant Headquarters webpage, OneOhioFoundation.com/grants, which will be updated with important information, including the 2024 Regional Grant RFP, access to the OneOhio Grant Portal and additional resources.

NOTE: *Commissioner Zemis announced the 1:30 p.m. appointment with Dover Mayor Shane Gunnoe and Marla Akridge, Executive Director, Tuscarawas Economic Development Corporation have been detained in Columbus and will not be able to speak in today's meeting. They have very exciting news to share, and we will put them back on the schedule as soon as possible.*

RESOLUTION (185-2024) RESCIND RESOLUTION (65-2024) IN PART – GRANT AMOUNT ERROR – SOCIETY FOR EQUAL ACCESS (SEA)

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to rescind Resolution (65-2024) IN PART – wrong grant amount listed for the Society of Equal Access (SEA). Grant amount should be \$21,148.00. Corrected Resolution to follow.

**TUSCARAWAS COUNTY
COMMISSIONERS**
Chris Abbuhl – Greg Ress – Kristin Zemis

COMMISSIONER'S JOURNAL 88
JANUARY 17, 2024

RESOLUTION (65-2024) AUTHORIZE SUB-RECIPIENT AGREEMENT – IMPLEMENTATION OF THE OHIO DEPARTMENT OF THE AGING'S HEALTHY AGING GRANT




It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to authorize the following:

Tuscarawas County Board of Commissioners hereby resolves that:

Due to the fact that the Tuscarawas County Commissioners have applied for and received funding through the State of Ohio's Healthy Aging Grant. The Commissioners are hereby authorizing sub-recipient agreements with the following agencies in order to properly expend the grant funds. The agencies and amounts are as follows: 1.) Mobile Meals in the amount of \$56,936.00 to assist with Senior Nutrition and Food Assistance in Tuscarawas County, 2.) Society for Equal Access (SEA) in the amount of \$21,248.00 to assist with Senior Transportation in Tuscarawas County, 3.) HARCATUS in the amount of \$57,261.00 to assist with Senior Nutrition/Food Assistance in Tuscarawas County and finally 4.) Tuscarawas County Committee on Aging dba the Senior Center of Tuscarawas in the amount of \$190,003.00 to assist with Minor Home Repair, Senior Nutrition & Transportation in Tuscarawas County. The agreements are to be drafted and reviewed and approved by both the County's, and the Agencies legal advisors. This resolution also authorizes the president and/or the vice president of the board of commissioners to sign any and all documentation related to the execution of said sub-recipient agreements once they have been reviewed and approved.

Upon a roll call vote of this resolution pertaining to the Healthy Aging Grants, the motion was passed.

TUSCARAWAS COUNTY BOARD OF COMMISSIONERS

	1/17/24
Kristin Zemis, <i>President</i>	Date
	1/17/24
Greg Ress, <i>Vice-President</i>	Date
	1/17/24
Chris Abbuhl, <i>Member</i>	Date

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

I hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before the Board on the day and year first written above.


Rhonda Jordan, Clerk

125 East High Avenue, Room 205, New Philadelphia, Ohio 44663
(330) 365-3240 commissioners@co.tuscarawas.oh.us

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

RESOLUTION (186-2024) AUTHORIZED SUB-RECIPIENT AGREEMENT - IMPLEMENTATION OF THE OHIO DEPARTMENT OF AGING'S HEALTHY AGING GRANT.


It was moved by Commissioner R^{ess} seconded by Commissioner Abbuhl to authorize the following:

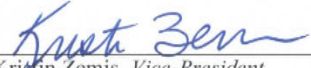
Tuscarawas County Board of Commissioners hereby resolves that:


Due to the fact that the Tuscarawas County Commissioners have applied for and received funding through the State of Ohio's Healthy Aging Grant. The Commissioners are hereby authorizing sub-recipient agreements with the following agencies in order to properly expend the grant funds. The agencies and amounts are as follows: 1.) Mobile Meals in the amount of \$56,936.00 to assist with Senior Nutrition and Food Assistance in Tuscarawas County, 2.) Society for Equal Access (SEA) in the amount of \$21,148.00 to assist with Senior Transportation in Tuscarawas County, 3.) HARCATUS in the amount of \$57,261.00 to assist with Senior Nutrition/Food Assistance in Tuscarawas County and finally 4.) The Committee on Aging dba Senior Center of Tuscarawas County in the amount of \$190,003.00 to assist with Minor Home Repair, Senior Nutrition & Transportation in Tuscarawas County. The agreements are to be drafted and reviewed and approved by both the County's and the Agencies legal advisors. This resolution also authorizes the president and/or the vice president of the board of commissioners to sign any and all documentation related to the execution of said sub-recipient agreements once they have been reviewed and approved.

Upon a roll call vote of this resolution pertaining to the Healthy Aging Grants, the motion was passed.

TUSCARAWAS COUNTY BOARD OF COMMISSIONERS

 2/26/2024
 Chris Abbuhl, *President* Date

 2/26/2024
 Kristin Zemis, *Vice-President* Date

 2/26/2024
 Greg Ress, *Member* Date

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

RESOLUTION (187-2024) PAY BILLS

It was moved by Commissioner Abbuhl, seconded by Commissioner R^{ess} to approve payment for the following bills:

911		
APCO International Inc	Training/Recertifications	\$90.00
APCO International Inc	Training/Recertifications	\$215.82
MNJ Technologies	Equipment	\$16,960.00
Staples	Supplies	\$38.16
Tritech Software Systems	Annual Maint-5/15/24-5/14/25	\$71,362.49
		\$88,666.47
American Rescue Plan Act		
ADAMHS Board of Tusc & Carroll Co	Reimb-Trtmnt Ctr-App #7	\$271,935.00
Fire Foe Corporation	Multi Use Bldg-Fire Supp-App#1	\$9,108.00

Tusc Co Economic Dev Corp	Broadband Proj#213	\$1,000,000.00	
Tusc Co Pony League Inc	Field Line Proj#126 Reimb	\$25,000.00	
			\$1,306,043.00
Auditor			
TASC Client Invoices	Administration Fees	\$146.88	
TASC Client Invoices	Administration Fees	\$947.70	
			\$1,094.58
Child Support			
Action NOW Pest Control	Mthly Service	\$45.00	
AEP	Electric Utility	\$1,303.92	
CBTS	Service	\$657.55	
First Communications LLC	Service	\$13.91	
Verizon Wireless	Service	\$80.22	
			\$2,100.60
Clerk of Courts			
Tusc Co Commissioners	Cost Allocation	\$45,746.00	
			\$45,746.00
Commissioners			
AEP	Electric Utility	\$1,830.10	
AEP	Electric Utility	\$66.84	
AEP	Electric Utility	\$27.51	
Distillata	Supplies	\$579.00	
Frontier	Service	\$598.00	
Frontier	Service	\$624.14	
G&L Supply	Supplies	\$34.88	
Holland & Muirden	Services	\$172.50	
ODP Business Solutions LLC	Supplies	\$40.11	
Pitney Bowes Inc	Postage Machine Supplies	\$15.67	
Pitney Bowes Inc	Postage Machine Supplies	\$515.51	
Westfield Ins Pymnt	Bond-Juv/Probate	\$125.00	
			\$4,629.26
Common Pleas			
Buehler's Fresh Foods	Supplies	\$101.30	
Forensic Diagnostic Center	CRST Eval	\$135.00	
Interpreters XP LLC	Services	\$1,970.00	
Ohio Association of Magistrates	Registration Fee	\$325.00	
			\$2,531.30
Community & Economic Development			
Scott Reynolds	Travel Reimbursement	\$72.37	
			\$72.37
Community Corrections			
First Communications	Service	\$6.81	
First Communications	Service	\$10.10	
Melymbrosia Associates	Assessment	\$400.00	
Verizon Wireless	Service	\$18.26	
Verizon Wireless	Service	\$308.94	
Verizon Wireless	Service	\$327.20	
			\$1,071.31
EMA			
Blooms Printing	Supplies	\$79.00	
			\$79.00
Engineer			
Ace Truck Equipment	Parts	\$567.12	
Balco Machine	Supplies	\$5,114.50	
Bob Sumerel Tire Co Inc	Tires	\$441.00	
Columbus Equipment Co	Parts	\$2,673.50	
Conrad & Sons	Electric Repairs	\$4,500.00	

Coplan & Coplan Inc	Supplies	\$225.00	
Cross Truck Equipment	Parts	\$23.81	
Dover Brake Inc	Parts	\$251.36	
Holmes Oil Distributing	Supplies	\$529.20	
Pfeiffer Equip Co LLC	Repairs/Parts	\$750.23	
Pfeiffer Equip Co LLC	Repairs/Parts	\$942.20	
Piedmont Gas	Gas Utility	\$275.34	
Snyder Brothers Sales & Service	Parts	\$491.92	
Southeastern Equipment Co	Parts	\$5,642.70	
Stony Point Supply	Supplies	\$270.00	
Triple R Trailer Sales	Parts	\$241.49	
Zep Manufacturing Co	Parts	\$758.01	
Zep Manufacturing Co	Supplies	\$742.14	
Ziegler Bolt & Nut House	Supplies	\$77.00	
			\$24,516.52
Information Technology			
Pioneer 360	Support	\$75.00	
			\$75.00
JFS - H00			
Frontier	Service	\$127.24	
Huntington Nat'l Bank	Conf Call/Adobe/Msft	\$204.27	
Huntington Nat'l Bank	Trans Software	\$395.00	
Huntington Nat'l Bank	Toll	\$14.40	
Huntington Nat'l Bank	Stamps	\$72.56	
			\$813.47
JFS - S00			
Amanda Doughty	Child Support	\$21.88	
Ann Price	Child Support	\$217.35	
Britany Wilson	Child Support	\$35.13	
Doug & Anna Dingman	Child Support	\$207.88	
Forensic Fluids Laboratories	D Tests	\$33.00	
Jorge Vazquez	Child Support	\$4,384.63	
Julie & Lester Cerana	Child Support	\$82.68	
Kimble Recycling & Disposal	FACES	\$444.00	
Lovelle Scott	Social Security	\$413.00	
Melymbrosia Associates Inc	FACES	\$450.00	
Melymbrosia Associates Inc	Court	\$281.25	
Michael & Kortney Cameron	Social Security	\$1,886.00	
Superfleet Mastercard Program	Fuel Stmt Dt 2/11/24	\$92.52	
Treasurer State of Ohio	Fingerprints	\$189.00	
			\$8,738.32
Juvenile/Probate			
Benson's Market & Catering	Supplies	\$127.08	
Interpreters XP LLC	Interpreting Services	\$780.00	
Tusc Co Sheriff's Office	Transports	\$157.72	
Tusc Co Sheriff's Office	Transports	\$599.85	
			\$1,664.65
Law Library			
Independence Business Supply	Supplies	\$46.99	
Staples	Supplies	\$35.64	
Staples	Supplies	\$41.46	
Staples	Supplies	\$33.54	
			\$157.63
Sheriff			
AEP	Electric Utility	\$9,654.86	
Andrew Mossor	Travel Reimbursement	\$288.00	
Arney Automotive LLC	Repairs	\$3,107.25	

Builders' Hardware	Repairs	\$2,708.70	
First Communications	Service	\$64.28	
John M Ellis	CIT	\$300.00	
Mason Milburn	Travel Reimbursement	\$288.00	
MNJ Technologies	Equipment	\$668.00	
Model Uniforms	Services	\$25.00	
Staples	Equipment	\$209.98	
Staples	Supplies	\$63.96	
			\$17,378.03
Southern District			
AEP	Electric Utility	\$629.11	
Twin City Water & Sewer Dist	Services	\$73.00	
			\$702.11
Treasurer			
Alban Title	Services	\$50.00	
Alban Title	Services	\$50.00	
Alban Title	Services	\$50.00	
Tusc Co Recorder	Services	\$152.00	
			\$302.00
Veterans			
Senior Center Tusc Co	Transportation Jan '24	\$100.00	
Texas Roadhouse	Advertising Fee	\$4,500.00	
			\$4,600.00
Water & Sewer			
AEP	Electric Utility	\$100.89	
AEP	Electric Utility	\$102.91	
Engineering Associates Inc	Engineering	\$6,500.00	
Engineering Associates Inc	Services	\$700.00	
Frontier	Service	\$213.44	
Frontier	Service	\$51.45	
Frontier	Service	\$45.00	
Go Shred	Services	\$70.00	
Huff Concrete	Repair	\$3,600.00	
JA's Auto Service	Maintenance	\$63.43	
Jess D Carte III	Maint Agreement	\$40.00	
Jess D Carte III	Maint Agreement	\$440.00	
John Albers	Legal Services	\$6,168.75	
John Albers	Legal Services	\$6,168.75	
MNJ Technologies	3 Yr License-2/24-2/27	\$1,320.00	
MNJ Technologies	3 Yr License-2/24-2/27	\$1,320.00	
Occupational Medicine Ctr	Services	\$55.00	
SAL Chemical	Supplies	\$2,249.40	
Troy Pantilis	Services	\$400.00	
Tusc Co Commissioners	Contract Services	\$4,600.57	
Tusc Co Commissioners	Contract Services	\$393.16	
Tusc Co Commissioners	Contract Services	\$393.17	
Twin City Water & Sewer Dist	Services	\$10,733.70	
USA Bluebook	Equipment	\$1,459.96	
USA Bluebook	Materials	\$658.64	
			\$47,848.22
			GRAND
			TOTAL \$1,558,829.84

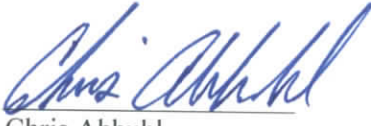
VOTE: Kristin Zemis, yes;
 Greg Ress, yes;
 Chris Abbuhl, yes;

RESOLUTION (188-2024) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to adjourn at 1:34 p.m. to meet in Regular session Wednesday, the 28th day of February , 2024.

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

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.


Chris Abbuhl


Kristin Zemis


Greg Ress


Attest: Rhonda Jordan, Clerk