

April 17, 2024

Agenda

*Lord's Prayer
Pledge of Allegiance*

9:15 a.m. Andrew Dolph Recognition – Photographer of the Year in Small Market – Times Reporter
9:30 a.m. Robin Waltz Retirement – United Way
9:45 a.m. Alison Kerns, Executive Director, HARCATUS Recognition – Vic Marsh Award
10:00 a.m. Logan Cox Recognition – Claymont Junior High School Spelling Bee Winner

Suspend Minutes – 4/15/24

Approve Before/After Expenditures

Approve Supplemental Appropriation

Authorize Write-Off of Uncollectable Accounts Receivables – W & S

Final Change Order – Port Washington Sanitary Sewer Rehabilitation Project

Addendum for the American Rescue Plan Act Agreement – United Way

Declare Obsolete – Office Equipment – BOE

Approve Legal Ad – Reprofiling/Resurfacing Project #3-2024 - Engineer

Approve Service Proposal – Gardiner – Maintenance

Approve Credit Card Policy - Engineer

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 17th DAY APRIL, 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 (380-2024) SUSPEND MINUTES

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to suspend the minutes from the April 15, 2024.

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

RESOLUTION (381-2024) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Tusc. Construction Supply, LLC	Engineer	\$16,276.55

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

RESOLUTION (382-2024) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
OCED	E-2000-U060-U20	E-2000-U060-U19	\$25,000.00	To cover the cost of America 250 activities
OCED	E-2000-U060-U20	E-2000-U060-U18	\$36,000.00	Amount needed for the Commissioners to go into contract with Sunday Creek Horizons for consulting services
W & S	E-1310-P000-P34	E-1310-P000-P48	\$6,000.00	To cover bad debts
W & S	E-1310-P000-P34	E-1310-P000-P49	\$3,800.00	To cover bank fees
W & S	E-1300-P300-P16	E-1300-P000-P20	\$8,000.00	To cover bad debts
W & S	E-1300-P000-P16	E-1300-P000-P21	\$6,000.00	To cover bank fees

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

DISCUSSION: AMERICA 250 – Commissioner Abbuhl stated we are still having meetings, and there are going to be some County activities between now and 2026 in relation to America’s 250th Birthday. The State Commission for America 250 has plans for each month as it rolls out with different activities highlighting America 250.

RESOLUTION (383-2024) – AUTHORIZE - WRITE-OFF OF UNCOLLECTABLE ACCOUNTS RECEIVABLE - TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT

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

WHEREAS, the Board of County Commissioners of Tuscarawas County ("Board") is responsible for overseeing the financial affairs of the Tuscarawas County Metropolitan Sewer District ("District"); and

WHEREAS, the District provides water and sewer services to residents and businesses within Tuscarawas County; and

WHEREAS, the District incurs certain accounts receivable for services rendered that are uncollectible; and

WHEREAS, the Director/Sanitary Engineer of the District has identified certain accounts receivable that are deemed uncollectible after exhausting all reasonable collection efforts; and

WHEREAS, the Board desires to maintain accurate financial records for the District and to remove uncollectible accounts from the accounts receivable ledger;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TUSCARAWAS COUNTY:

1. Authorization to Write-Off Uncollectible Accounts: The Board hereby authorizes the Director/Sanitary Engineer of the Tuscarawas County Metropolitan Sewer District to write off certain accounts receivable the Director/Sanitary Engineer deems uncollectible. The most recent list is detailed in the attached Exhibit A, which is incorporated herein by reference.
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.

Exhibit A
Report of Uncollectible Accounts Receivable for the TCMSD

Account No.	Amount Owed
015-0110-01	\$162.07
015-0620-00	\$252.87
015-1050-02	\$438.09
015-1690-00	\$38.26
015-1860-02	\$131.78
015-1970-01	\$259.55
015-2370-00	\$170.28
015-3400-00	\$41.27
015-3550-02	\$148.27
015-3870-00	\$85.02
015-3900-01	\$75.67
015-5780-04	\$143.17
015-5790-01	\$259.55
015-6270-02	\$157.04
015-6330-00	\$42.51
015-6340-01	\$40.87
015-6530-01	\$167.82
030-0164-09	\$68.03
030-0187-01	\$94.27
030-1510-02	\$171.15
030-1730-03	\$179.25
030-1780-01	\$40.41
030-1790-01	\$40.25
030-2770-01	\$208.82
030-2900-00	\$39.26
030-3150-01	\$212.01
030-3510-00	\$24.53
030-3560-02	\$76.68
030-3720-00	\$38.12
030-4140-00	\$88.07
030-4620-03	\$181.35
030-5450-01	\$108.06
030-5470-00	\$39.26
030-5500-02	\$48.43
030-5990-02	\$59.06
030-6170-03	\$289.28
030-8880-01	\$172.47
030-9580-02	\$35.10
040-0510-00	\$614.38
042-0040-00	\$67.90
045-0250-06	\$80.50
045-0540-02	\$338.66
045-0740-03	\$107.52
045-0740-02	\$85.89
045-0830-04	\$88.23
045-0970-01	\$163.31

Account No.	Amount Owed
045-0970-02	\$280.96
045-0970-03	\$109.55
045-0970-04	\$79.55
045-2060-01	\$107.52
045-2060-02	\$158.58
045-2270-00	\$80.05
045-2580-02	\$210.07
045-2660-03	\$37.14
045-2660-04	\$18.57
045-2900-02	\$55.89
045-2930-00	\$128.43
045-3030-03	\$218.70
045-3310-00	\$46.23
045-5040-01	\$101.88
050-0060-01	\$17.37
050-0270-02	\$74.13
050-0670-04	\$76.94
050-1400-01	\$89.15
050-1640-00	\$43.45
060-0470-02	\$133.31
060-1510-03	\$308.42
060-1910-00	\$135.43
060-1960-01	\$173.34
060-2280-01	\$19.17
060-4810-01	\$17.31
060-5060-01	\$258.27
062-1200-04	\$178.26
062-1200-05	\$18.94
063-0130-02	\$49.57
063-0250-01	\$84.49
070-1390-02	\$41.27
071-1270-02	\$15.00
074-0390-01	\$74.82
074-1060-00	\$109.54
080-0450-00	\$395.58
080-0590-01	\$265.46
080-1250-06	\$207.47
080-1250-07	\$90.80
080-2140-01	\$259.55
080-2570-02	\$42.51
080-2580-00	\$168.76
080-3410-00	\$212.79
080-3790-00	\$162.07
090-0030-02	\$57.88
091-0020-03	\$47.70

Account No.	Amount Owed
091-0110-05	\$19.18
091-0510-15	\$42.51
015-3030-00	\$395.13
030-1280-02	\$94.87
Total	\$12,387.90

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

RESOLUTION (384-2024) CHANGE ORDER – FINAL – PORT WASHINGTON SANITARY SEWER REHABILITATION PROJECT

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the following final change order for the Port Washington Sanitary Sewer Rehabilitation Project, in the total amount of \$68,261.95 for all change orders, changing the original contract amount of \$226,722.60 to \$158,460.65 final amount, as requested by Michael Jones, Sanitary Engineer.

CHANGE ORDER NO.: 3

Owner:	Tuscarawas County Commissioners	Owner's Project No.:	
Engineer:	Tuscarawas County Sanitary Engineer	Engineer's Project No.:	PW-20-01
Contractor:	Visu-Sewer of Ohio, LLC	Contractor's Project No.:	
Project:	Port Washington Sanitary Sewer Rehabilitation Project		
Contract Name:	Combined Contracts "A", "B", and "C"		
Date Issued:		Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

Non-Perform warranty testing and waive liquidated damages associated with non-performance of warranty testing so the project can be closed out.

Attachments:

N/A

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 226,722.60	Original Contract Times: Substantial Completion: 09/01/22 Ready for final payment: 10/01/22
Decrease from previously approved Change Order #1: \$ (64,411.95)	Increase from previously approved Change Order No.1 Substantial Completion: 10/28/22 Ready for final payment: NO CHANGE
Contract Price prior to this Change Order: \$ 162,310.65	Contract Times prior to this Change Order: Substantial Completion: 10/28/22 Ready for final payment: 10/01/22
Decrease this Change Order: \$ (3,850.00)	Increase this Change Order: Substantial Completion: NO CHANGE Ready for final payment: 10/28/23
Contract Price incorporating this Change Order: \$ 158,460.65	Contract Times with all approved Change Orders: Substantial Completion: 10/28/22 Ready for final payment: 10/28/23

<p>Recommended by Engineer (if required)</p> <p>By: <u>Michael Jones</u></p> <p>Title: <u>Director/Sanitary Engineer</u></p> <p>Date: <u>3/13/2024</u></p> <p>Authorized by Owner</p> <p>By: <u>Kristin Zemis</u></p> <p>Title: <u>Commissioner</u></p> <p>Date: <u>4/17/2024</u></p>	<p>Accepted by Contractor</p> <p><u>John Morley</u></p> <p><u>Division Manager</u></p> <p><u>4-9-24</u></p> <p>Approved by Funding Agency (if applicable)</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------



Affidavit of Compliance
Prevailing Wages

I, John Murphy Division Manager (Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

Visu-Sewer of Ohio (Company Name)

for all hours worked on the

Port Washington Sanitary Sewer Rehabilitation Project (Project name and location)

project, during the period from 3-29-22 to 9-14-22 are in (Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

Signature of Officer or Agent

Sworn to and subscribed in my presence this 9 day of April, 2024

Signature of Notary Public

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, OH 43068-9009
LAW1003
3/2019



SARAH WARD
Notary Public
State of Ohio
My Comm. Expires
November 15, 2025

An Equal Opportunity Employer and Service Provider

614-644-2239
Fax 614-728-8639
TTY/TDD 800-750-0750
com.ohio.gov

Contractor's Application for Payment

Form containing contract details, application numbers, dates, and a table of financial items including Original Contract Price, Net change by Change Orders, Current Contract Price, Total Work completed, Retainage, and Amount due this application.

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

RESOLUTION (385-2024) ADDENDUM – AMERICAN RESCUE PLAN ACT AGREEMENT – UNITED WAY

It was moved by Commissioner Abbuhl, seconded by Commissioner to Ress, to approve the addendum to the American Rescue Plan Act Grant for the United Way of Tuscarawas County, parties to agreement #118, dated January 23, 2023. The United Way of Tuscarawas County has requested and additional \$10,000 to aid in the funding of the Dolly Parton Imagination Library of Ohio project in Tuscarawas County.

TUSCARAWAS COUNTY AMERICAN RESCUE PLAN ACT GRANT AGREEMENT - ADDENDUM

This amendment (the "Amendment") is made by TUSCARAWAS COUNTY COMMISSIONERS and UNITED WAY OF TUSCARAWAS COUNTY, parties to the agreement #118, dated January 23, 2023 (the "Agreement").

BE IT KNOWN that the undersigned parties agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the original contract. The Agreement is amended as follows:

The United Way of Tuscarawas County has requested an additional \$10,000 to aid in the funding of the Dolly Parton Imagination Library of Ohio project in Tuscarawas County.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, County and Recipient, 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

[Signature]
Commissioner of Tuscarawas County
4/17/2024
Date

[Signature]
Commissioner of Tuscarawas County
4/17/2024
Date

APPROVED BY THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY, OHIO:
April 17, 2024
Journal 88 Pg. 477

[Signature]
Commissioner of Tuscarawas County
4/17/2024
Date

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

DISCUSSION: IMAGINATION LIBRARY – Commissioner Abbuhl stated this program is very good for the young children in the community to receive these books. Commissioner Zemis stated in conjunction with the Governor's Office. Imagination Library is a great program and this is good use of the ARPA funds.

RESOLUTION (386-2024) OBSOLETE PROPERTY – OFFICE EQUIPMENT – BOARD OF ELECTIONS

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to declare, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B).

Table with 4 columns: Quantity, Description, Status, Disposal. Rows include Soft Side Cases, 19" Monitors, Desktop Computer, and Dell Servers.

20 Plastic/Metal Privacy Booth No longer used Gov Deals
 75 Plastic Sign Holders No longer used Gov Deals

The items will be disposed of in accordance to ORC.

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

RESOLUTION (387-2024) APPROVE LEGAL AD – REPROFILING/RESURFACING – PROJECT #3-2024 - ENGINEER

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

ADVERTISEMENT FOR BIDS

Electronic bids will be opened at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663, **9:30 am on Wednesday, May 15, 2024** for the following project:

Plans, specifications and contract documents are available at <https://www.bidexpress.com/businesses/45470/home>.

Work will consist of furnishing all services, labor, materials and equipment necessary to perform work as per plans and specifications set forth by the Tuscarawas County Engineer. Specifically, the projects will consist of the following:

Project #3-2024 – Reprofiling/Resurfacing

This project consists of Reprofiling/Resurfacing approximately **29.184** miles of Tuscarawas County Roads, Township Roads and City and Village Streets.

Bids shall be in conformity with the Ohio Revised Code.

Parts 1 and 2 of this project are funded in part with Ohio Public Works Commission Funds and are subject to funding agency requirements.

The Tuscarawas County Commissioners reserve the right to reject any or all bids, and to waive any informalities or irregularities in the bids received.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

KRISTIN ZEMIS
 GREG RESS
 CHRIS ABBUHL

Attest: Rhonda Jordan, Clerk

Publish: The Times Reporter on **April 30, 2024**
<https://www.co.tuscarawas.oh.us/engineer-project-materials/>

Detailed Bid Tabulations will be posted at the above website when the project is awarded.

NOTE: Tuscarawas County has implemented the Bid Express website, www.bidexpress.com, as the official depository for bid submittal.

In the case of disruption of communications or loss of services by Bid Express within two hours prior to the deadline for submission of bids, the county will delay the deadline for bid submissions to ensure the ability of potential bidders to submit bids. If this occurs, instructions will be communicated to potential bidders.

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

RESOLUTION (388-2024) PROPOSAL – HOT WATER COIL – GARDINER, MAINTENANCE

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress, to approve the following proposal submitted by Gardiner, in the amount of \$31,034.00 to install a reheat hot water coil.



SERVICE PROPOSAL

PRESENTED BY
Gardiner
31200 Bainbridge Rd.
Solon, OH 44139
Phone: 216-870-6949

Proposal Date: 9/6/2023
Proposal Number: P01213

PRESENTED TO
Sky Abbuhl
Tuscarawas County Commissioners
125 E High Ave Rm 205
New Philadelphia, OH 44663-2503

Thank you for the opportunity to present the following proposal. Gardiner is committed to providing the best support and experience for your facility in the market. We appreciate your consideration on the following:

RE: Turn Key AHU-1 Reheat Hot Water Coil Install

Scope of Work

- Install new HW coil into existing AHU-1.
Install New HW piping from coil to existing control valve.
Install all controls and sensors to implement HW Reheat for space.
Price Includes programming and controllers.
Upon completion of the installation the units will be checked, tested and started to insure proper operation.
* If additional repairs are needed, a quote will be provided.

OUR PRICE FOR THIS PROPOSAL IS\$31,034.00

The above price is based on above work noted. Any other work that may be needed will be quoted at additional charge. The above price is firm for thirty (30) days and does include sales and/or use taxes, if applicable. Pricing is based on work during normal hours at standard labor rates. Overtime labor is an additional charge.

Note: This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so that we can ensure that our proposal fully meets your requirements.

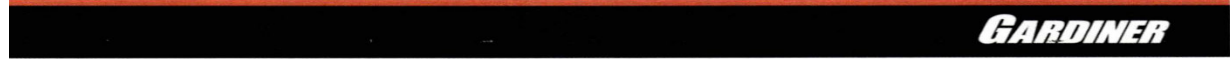
If this quotation meets with your approval, please sign the Proposal accepted authorization and return. Thank you for the opportunity to work with you on this project. If you have any questions, please feel free to call.

Gardiner Acceptance

Danny Painter
Signature (Authorized Representative)
Danny Painter
Name (Print/ Type)
216-870-6949
Phone
9/6/2023 P01213
Date Proposal #

Client Acceptance

Kristin Zemis
Signature (Authorized Representative)
Kristin Zemis
Name (Print/ Type)
Commissioner
Title
4/17/2024 PO#
Date



GARDINER SERVICE TERMS AND CONDITIONS

ACCEPTANCE
If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company DBA Gardiner, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Gardiner's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by Gardiner on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

PAYMENT TERMS
Customer shall pay Gardiner's invoices within net thirty (30) days of invoice date. Gardiner will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorney's fees) incurred by Gardiner in attempting to collect amounts due.

ASBESTOS AND HAZARDOUS MATERIALS
Gardiner's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

NO-HIRE; NO-SOLICITATION
Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

INDEMNIFICATION
Gardiner and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

WARRANTY
Gardiner guarantees service work and all materials of Gardiner's manufacture against defects in workmanship for one year from date of completion of work and will repair or replace such products or components as Gardiner finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by Gardiner, but manufactured by others, the only warranty provided is that of the manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GARDINER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

LIMITATION OF LIABILITY
All claims, causes of action or legal proceedings against Gardiner arising from Gardiner performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer. IN NO EVENT SHALL GARDINER BE LIABLE FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

DISPUTES AND CHOICE OF LAWS
This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discoveries shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

ENTIRE AGREEMENT
These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between Gardiner and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Gardiner.

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

RESOLUTION (389-2024) APPROVE CREDIT CARD POLICY – ENGINEER

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the Engineer’s Office Credit Card Policy as follows:

Revised 4/11/24

**Credit Card Policy
Tuscarawas County Engineer’s Office**

INTRODUCTION

The Tuscarawas County Engineer’s Office recognizes the value of an efficient method of payment and recordkeeping for certain expenses. Therefore, the Tuscarawas County Engineer’s Office permits employees to use county credit cards for the purchase of goods provided these procedures are followed.

CREDIT CARD PROCEDURES

1. Credit card(s) can only be used for county work related purchases that serve a public purpose.
2. The credit card(s) cannot be used for a purchase of services that is required to be reported on a 1099.
3. IT approval is still required for computer items.
4. Credit card(s) can only be used by designated employees who have received authorization from the Engineer.
5. There will only be one (1) credit card issued unless otherwise authorized by the Tuscarawas County Engineers Office
6. The Office Manager shall retain credit card(s) in a secured location when not in use.
7. The maximum limit on any credit card will not exceed \$5,000.
8. Authorized purchase orders must be obtained prior to use of credit card(s) and credit card expenses cannot exceed appropriations.
9. Payments exceeding authorized card policy limits can be approved after the fact. However, if the over expenditure is not approved, the cardholder or office/department and surety are liable.
10. Detailed receipts must be obtained when using credit card(s) and provided to the Office Manager. If the Office Manager is making the purchase, detailed receipts will be reviewed by the County Engineer
11. Once receipts are submitted, the Office Manager shall review the items purchased as reflected on the receipts and the purchased items themselves to be certain that:
 - a) Only county-related purchases were made.
 - b) The items purchased were actually received.

Revised 4/11/24

12. Employees may be held liable for charges if receipts are lost or not provided to the Office Manager.
13. In the event credit card(s) cannot be located or are determined to be stolen, employee(s) must contact the credit card company immediately to cancel credit card(s) and must notify the Office Manager in writing regarding the same.
14. Any employee utilizing credit card(s) inappropriately or without proper authorization will be subjected to disciplinary action, which can include financial reimbursement, revocation of credit card(s) privileges and/or possible criminal charges.
15. The Tuscarawas County Engineer has been issued 2 credit cards on their account. Both cards reflect the same account number. Cards issued reflect the names of:

Douglas Bachman
Tuscarawas County Engineer

Martha Campbell
Tuscarawas County Engineer

Both cards are secured at the Engineer’s Office. As cards are issued in specific names, usage at vendor location is limited to the above 2 named cardholders. However, the above named may authorize and participate in the usage of their card by other employees for online purchases initiated at the Engineer’s Office as needed.



Doug Bachman – County Engineer

4/12/2024

Date

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

RESOLUTION (390-2024)

PAY BILLS

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

Meeting Date - April 17, 2024

911

Independence Business Supply	Supplies	\$3,010.42	
			\$3,010.42

Clerk of Courts

Xerox	Service	\$59.28	
			\$59.28

Commissioners

AEP	Electric Utility	\$2,450.73	
AEP	Electric Utility	\$28.85	
ComDoc	Copier Contract & Overages	\$80.57	
Danco Lettering	Services	\$55.00	
Elections Systems & Software	Pollbooks/BOE	\$108,982.50	
First Communications	Service	\$62.45	
First Communications	Service	\$21.43	
Frontier	Service	\$598.00	
Gannett Ohio LocaliQ	Legal Ad	\$109.11	
Grainger	Supplies	\$31.12	
Peterman Plmb & Htg	Repair	\$1,136.50	
			\$113,556.26

Common Pleas

Elizabeth W Stephenson	Travel Reimbursement	\$185.40	
Staples	Supplies	\$44.22	
			\$229.62

Community Corrections

First Stop Signs	Signage	\$850.00	
Melymbrosia Associates	Assessment	\$230.00	
Melymbrosia Associates	Assessment	\$170.00	
OHIO AMS	Monitoring/Testing Services	\$17,148.07	
OHIO AMS	Monitoring/Testing Services	\$14,604.93	
			\$33,003.00

EMA

Emergency Mgmt Assoc	EMAO Dues	\$450.00	
Parkway Ford	Service	\$72.51	
Tusc Co Commissioners	FY'22 EMPG Salary Reimb	\$14,073.18	
Tusc Co Commissioners	FY'22 EMPG Salary Reimb	\$18,960.37	
			\$33,556.06

Engineer

Company Wrench	Parts	\$329.72	
Doug Bachman	Travel & Misc Reimb	\$505.18	
Dover Brake Inc	Parts	\$233.00	
First Communications	Service	\$24.29	
Independence Business Supply	Supplies	\$12.68	
Jack Bierbower	Travel Reimbursement	\$164.90	
Piedmont Gas	Gas Utility	\$105.65	
Snyder Brothers Sales & Service	Parts	\$150.29	
Southeastern Equip Co	Parts	\$2,440.83	
Stony Point Supply	Supplies	\$83.70	
Tusc Construction Supply LLC	Supplies	\$16,276.55	

Uebels Welding LLC	Services	\$235.04	
			\$20,561.83
Human Resources			
CUA's Refinishing	Repairs	\$1,869.74	
			\$1,869.74
JFS - H00			
Agnes Walker - Et/Al	March '24 Net Mileage	\$9,544.20	
Charter Communications	WIFI	\$109.99	
Frontier	Service	\$120.80	
LexisNexis Risk Solutions	Background Checks	\$339.00	
T&G Youth Services LLP	PRC/Mentoring	\$181.25	
Verizon Wireless	Service	\$1,039.41	
			\$11,334.65
JFS - S00			
Advantage Family Outreach - Et/Al	March'24 - Purchased Care	\$423,643.40	
Ashley & Robert Bunton Jr - Et/Al	March'24 - Own Home	\$33,394.00	
Guidestone	March '24 - Ohio Start	\$9,180.23	
Verizon Wireless	Cell Phone - Ohio Start	\$36.64	
			\$466,254.27
Juvenile/Probate			
ComDoc	Supplies	\$134.99	
East Central Ohio ESC	Supplies	\$429.25	
Interpreters XP LLC	Services	\$260.00	
Ohio Association of Magistrates	24 Membership Dues	\$125.00	
SpringVale Health Centers Inc	Services	\$126.00	
Vital Records Holdings LLC	Services	\$3,559.41	
Vital Records Holdings LLC	Services	\$5,945.20	
			\$10,579.85
Park			
Kimble Recycling & Disposal Inc	Services	\$20.90	
Menards - NP	Parts	\$17.97	
Piedmont Gas Company	Gas Utility	\$45.92	
Ziegler Tire	Tires	\$372.99	
			\$457.78
Public Defender			
Charter Communications	April '24 Service	\$593.23	
City of NP Water Department	Services	\$56.85	
Dominion Energy Ohio	Gas Utility	\$322.68	
MNJ Technologies	Equipment	\$1,680.00	
Pitney Bowes	Postage Machine Rental	\$62.82	
Staples	Supplies	\$432.60	
Starlight Enterprises Inc	Mar '24 Services	\$400.00	
			\$3,548.18
Sheriff			
DanCo Lettering	Supplies	\$39.00	
Galls LLC	Supplies	\$37.18	
International Homicide Inv Assoc	Training	\$435.00	
Municipal Emergency Services	Maintenance	\$455.00	
Rex Pipe & Supply	Supplies	\$8.41	
RJ Wright & Sons	Gasoline	\$3,486.28	
Union Hospital	Services	\$1,072.27	
Vance's Law Enforcement	Supplies	\$881.50	
Vance's Law Enforcement	Supplies	\$1,000.00	
Verizon Wireless	Service	\$780.15	
			\$8,194.79

Treasurer

Gannett Ohio LocalIQ	Legal Ad	\$425.14	
Smart Bill	2nd Half Postage	\$9,500.00	
Tusc Co Recorder	Services	\$38.00	
			\$9,963.14

Veterans

Finishing Touch Carpet Cleaning LLC	Services	\$520.00	
Pitney Bowes Global Financial Serv	Rental 2/28/24-5/27/24	\$182.13	
			\$702.13

Water & Sewer

AEP	Electric Utility	\$7,608.33	
AEP	Electric Utility	\$2,307.04	
Cintas LOC 316	Services	\$1,225.28	
Fastenal	Supplies	\$86.76	
Frontier	Service	\$44.83	
Frontier	Service	\$44.83	
Frontier	Service	\$575.30	
Frontier	Service	\$51.45	
John Deere Financial	Materials	\$113.85	
John Deere Financial	Equipment	\$129.99	
Troy Pantillis	Services	\$400.00	
Tusc Co Commissioners	Employee Services	\$5,386.90	
US Bank Equipment Finance	Copier Lease	\$166.64	
			\$18,141.20

**GRAND
TOTAL \$735,022.20**

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

OTHER BUSINESS: The Clerk reminded the Commissioners they had tabled a Supplemental in the 4-8-24 regular meeting for JFS in the amount of \$200,000, and it is still tabled. The Auditor's Office advised me that if this is not taken care of soon, it will make JFS short of funds for the month of April. Commissioner Zemis advised to put this on the Agenda for April 24, 2024 to be discussed.

DISCUSSION: RECOGNITION – ANDREW DOLPH, PHOTOGRAPHER OF THE YEAR IN SMALL MARKET – Andrew Dolph stated there has not been a winner since 1983 when Eric Albrecht was on staff of the Times Reporter. Andrew has been with the Times Reporter for three years. This is his fourth newspaper in the last twenty years. The Ohio News Photography Association was founded in New Philadelphia, OH in 1951. There were eight or nine awards in the portfolio submitted, but the best in show was for the hog showing at the fair. The difference between large market and small market has changed over the years. The larger metro areas, number of pictures published, circulation and things of that nature are the large market. The small market is your smaller towns, villages, townships, etc.

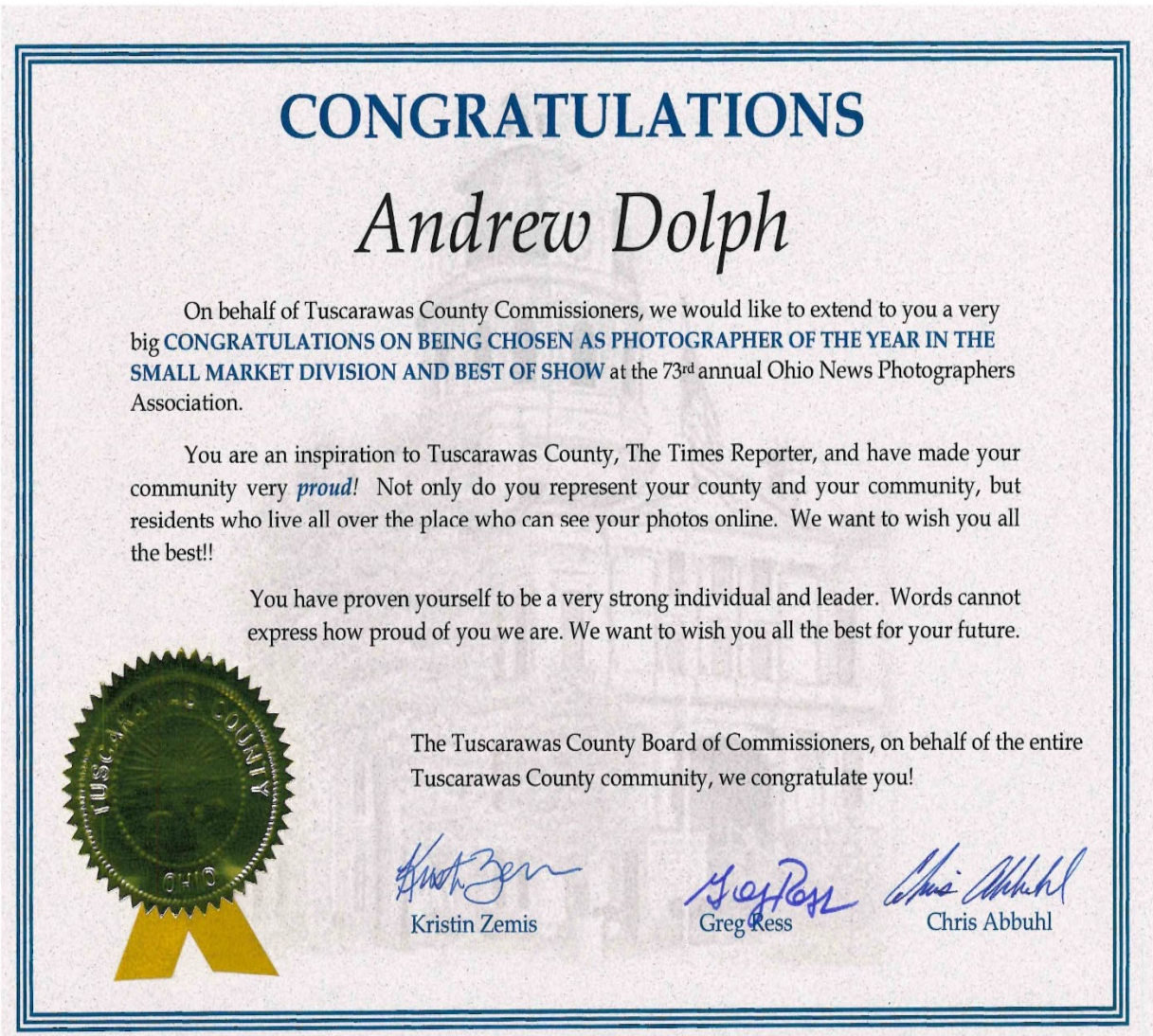
Commissioner Abbuhl asked Andrew of all of the thousands of photos you have taken over the years, what is one of your favorites that sticks out? **Andrew** answered it is the hog showmanship picture that won him this award. Andrew made it perfectly clear that our pursuit is not in making award pictures. We are here to tell the story, to tell it faithfully and ethically. To tell the story of the community and the members that live in it and that serve others. Then at the end of the year, we can gather our photographs and show them in competitions.

Commissioner Ress thanked both Andrew and Jon Baker for keeping our local newspaper alive. **Andrew** stated the young lady's stare-down in the hog showing picture is incredible. **Commissioner Zemis** appreciates all that Andrew does and congratulated him. We like to recognize people in our community who shine the light for us.

The Clerk read the recognition onto the record.

RESOLUTION (391-2024) RECOGNITION – ANDREW DOLPH

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following resolution of recognition for the Andrew Dolph, Photographer of the year in Small Market.



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

RESOLUTION (392-2024) RECESS

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to recess at 9:26 a.m., for the purpose of the Retirement of Robin Waltz from the United Way.

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

Commissioner Zemis called the meeting out of recess at 9:33 a.m. and back into Regular Session.

DISCUSSION: RETIREMENT OF ROBIN WALTZ FROM THE TUSCARAWAS UNITED WAY – Commissioner Zemis stated Mrs. Waltz has really brought the United Way so far in such a short time. It started in a good place and she has just done so much with it. Robin had big shoes to fill, and she has filled them so well. **Commissioner Abbuhl** stated he is almost speechless because of all of Robin’s involvement in the community. When people retire and have touched so many people’s lives over the years, you have to reflect back sometimes and think, “what would it have been like if Robin hadn’t been here?” The lives you have touched through United Way, will touch more lives in the future. We appreciate everything you have done for Tuscarawas County. **Commissioner Ress** started by congratulating Robin. Good things always come from good people and that is irreplaceable in today’s world. Robin surrounds herself with good people. Look at the people in this room who have come to celebrate with you. **Robin Waltz, President and CEO**, thanked everyone for their kind, kind, words. Robin loves United Way and took the position because there was a great Board of Trustees. Everyone is so passionate to make a difference and we do make a difference. I am honored to have been able to do

this for eleven years. Thank you for the honor, thank you for thinking of me, and thank you for everything.

The Clerk read the recognition onto the record.

RESOLUTION (393-2024) RETIREMENT – ROBIN WALTZ – UNITED WAY

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following resolution of retirement for Robin Waltz.



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

RESOLUTION (394-2024) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to recess at 9:44 a.m., for the purpose of the Alison Kearns, Vic Marsh Award Recognition.

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

Commissioner Zemis called the meeting out of recess at 9:51 a.m. and back into Regular Session.

DISCUSSION: VIC MARSH AWARD; *Alison Kearns, Director of HARCATUS - Commissioner Zemis stated that when she said Robin Waltz had big shoes to fill, those shoes were Alison's. When Alison left United Way, she took on HARCATUS. This is near and dear to her heart. Because of your service to the community, you were given the United Way's highest recognition. The Vic Marsh Award for all she has done for United Way. This is certainly well deserved. You are one of our Tuscarawas County lights and you shine very brightly. Commissioner Abbuhl added your passion, commitment, and leadership style has done wonderful things for our community. Congratulations. Commissioner Ress stated he cannot really say much more than what has already been said. When you surround yourself with good people, good things happen. Thanks again and congratulations*

The Clerk read the recognition onto the record.

RESOLUTION (395-2024) RECOGNITION – ALISON KEARNS – VIC MARSH AWARD

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the following resolution of recognition for Alison Kearns, winner of the Vic Marsh Award.



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

RESOLUTION (396-2024) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to recess at 9:57 a.m., for the purpose of the Recognition of Logan Cox, Regional Spelling Bee winner.

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

Commissioner Zemis called the meeting out of recess at 10:01 a.m. and back into Regular Session.

DISCUSSION: REGIONAL SPELLING BEE WINNER; LOGAN COX, CLAYMONT JUNIOR HIGH SCHOOL – *Commissioner Zemis* asked Logan what grade he was in? *Logan* stated he was in the 8th grade. *Logan* stated his winning word was "Pendulous". *Commissioner Zemis* asked Logan what made him want to be in the spelling bee? *Logan* replied "it was required!" *Logan* also stated it was actually exciting when he won. *Logan* had his trophy with him. *Jeff Cox, Logan's father*, thought *Logan* had mis-spelled pendulous. He stated he would have been sitting down way before now anyway! *Commissioner Ress* asked what day they will compete at the Scripps National Spelling Bee in Oxen Hill, Maryland? *Mr. Cox* stated it is the week of Memorial Day. They check in at the Gaylord National Resort & Convention Center on Sunday, May 26th. The competition will run throughout the week with different Spelling Bee activities. The competition starts on Tuesday, May 28th. *Logan* introduced his mother, Dawn Cox, his father, Jeff Cox and Principal, Brian Watkins. Both of *Logan's* parents are nurses. *Logan* has not decided what he wants to do with his future yet. *Commissioner Abbuhl* closed by congratulating *Logan* on winning the spelling bee and best wishes for the upcoming competition.

The clerk read the recognition onto the record.

RESOLUTION (397-2024) RECOGNITION – REGIONAL SPELLING BEE WINNER – LOGAN COX

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following resolution of recognition for Logan Cox, Regional Spelling Bee Winner.



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

RESOLUTION (398-2024) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to adjourn at 10:09 a.m. to meet in Regular session Wednesday, the 24th day of April, 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.

Kristin Zemis
Kristin Zemis
Greg Ress
Greg Ress
Chris Abbuhl
Chris Abbuhl
Rhonda Jordan
Attest: Rhonda Jordan, Clerk