

## August 13, 2015

### Agenda

#### *Pledge of Allegiance*

9:15	Women in Business	Pink Party
9:45	Bid Openings-CDBG	Activities 3&4 Midvale/Mineral City
10:00	David Haverfield-JFS	Replacement Hire-T.Lewis

Approve Minutes

Transfer of Funds (3)

Supplemental Appropriation (4)

Before/After

Interfund Transfer/Advance

Treasurer's Investments July 2015

Dog & Kennel Monthly Report July 2015

JFS Contracts July 2015

Out of County Travel-JFS  
Out of County Travel-EMA

Declare Obsolete Items-Sheriff

Accept Proposal Gardiner-Maintenance

Approve Contract/Prevailing Wage Haugh Construction-Elevator Modernization Project

Accept Proposal & Service Agreement Simplex Grinnell-Maintenance

Accept Proposal Wood Electric-Maintenance

Authorize R.J. Beck Proposal-Maintenance

Accept Amounts & Rates-Budget Commission

Approve Change Order #1-Dutchtown Road Ext.-Water/Sewer

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 13<sup>TH</sup> DAY OF AUGUST, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett  
Kerry Metzger  
Chris Abbuhl

Commissioner Everett presiding.

*The Lord's Prayer was said.*

*The Pledge of Allegiance was said.*

#### **RESOLUTION (713-2015) APPROVE MINUTES**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the minutes of the previous meeting as written.

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

**RESOLUTION (714-2015) TRANSFER OF FUNDS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Community Corrections	T31-T05	T31-T02	\$5000.00	Supplies
Commissioners	A04-B11	A04-B12	\$212.00	Equipment
Water/Sewer	P30-P42	P30-P45	\$324.53	Valves

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

**RESOLUTION (715-2015) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water/Sewer	P30-P99	P30-P51	\$9679.70	Well Maintenance & Rehab
Water/Sewer	P30-P99	P30-P52	\$982.50	Small Projects
Water/Sewer	P20-P99	P20-P40	\$982.50	Small Projects
Community Corrections	S64-S20	S64-S05	\$2500.00	Contract Services

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

**RESOLUTION (716-2015) BEFORE/AFTER EXPENDITURE**

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

Zashin & Rich (Clerk of Courts)	439.50
Provantage (JFS)	3667.75
Jim Torch (Sheriff)	114.08
International Social Services (JFS)	4500.00

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

**RESOLUTION (717-2015) INTERFUND TRANSFER/ADVANCE**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following interfund transfer/advance as per State Auditor's recommendation:

Treasurer, Tusc. Co.	Job & Family Services Mandated Share August 2015	\$16,925.00
Treasurer, Tusc. Co.	Co. General to Children Services	\$182,147.19

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

**RESOLUTION (718-2015) TREASURER'S INVESTMENT JULY 2015**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following Treasurer's Investment for July 2015:

**Jeffery S. Mamarella**

**Tuscarawas County Treasurer**

P.O. Box 250

New Philadelphia, OH 44663

Phone (330) 365-3254 • Fax (330) 365-3259

August 5, 2015

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

Commissioners:

As provided by Section 132.21 of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of **July, 2015**.

See attached Monthly Portfolio Report for individual purchases, sales/maturities.

End of month interest amount to credit to July, 2015 report is \$623.79.

Monthly Investment Total = \$39,078,162.30

Balance in Checking Acct. – JPMorgan Chase \$32,794,603.04      Huntington \$4,813,887.92  
.....

Total cumulative interest through July, 2015 is: \$140,522.88

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

VOTE:

Belle Everett, yes;  
Kerry Metzger, yes;  
Chris Abbuhl, yes;

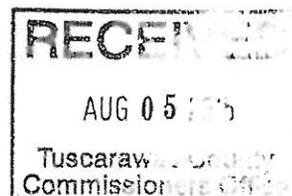
**RESOLUTION (719-2015) DOG & KENNEL MONTHLY REPORT**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following Dog & Kennel report for July 2015.

# DOG & KENNEL MONTHLY REPORT

JULY 2015	
DESCRIPTION:	AMOUNT:
Dogs picked up by Wardens:	47
a.) Owner requested pick up:	2
b.) Strays picked up by wardens:	45
c.) Strays brought in by public	11
Complaints handled:	124
Dogs brought to pound by owners:	15
Total Number Dogs Euthanized:	21
Owner requested euthanasias:	7
Dog Holdovers:	78
Citations Issued:	7
Animal claims:	0
Dogs Sold:	20
Dogs Redeemed:	22
License Sold:	34
License Sold on road by Wardens:	3
License Fees:	\$ 700. <sup>00</sup>
Pound Fees:	\$ 780. <sup>00</sup>
Pick up Fees:	\$ 616. <sup>00</sup>
Euthanasia Fees:	\$ 92. <sup>00</sup>
Mileage on trucks (1 & 2):	3940
Releases to Rescues:	8

Submitted by: Karen Slough - Tusc. Co. Dog Warden



VOTE:

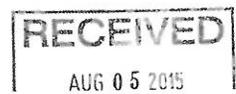
Belle Everett, yes;  
Kerry Metzger, yes;  
Chris Abbuhl, yes;

## RESOLUTION (720-2015) CONTRACTS-JFS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve, ratify and enter into the following contracts. These contracts were signed and executed by David Haverfield, Director of Job & Family Services as authorized by Resolution (1172-2014).

CONTRACTS FOR JULY 2015

Last Name, First Name or Company	Contract Purpose	Contract Start Date	Contract End Date	Amount
<b>Subgrant Agreements</b>				
<b>Contracts for services</b>				
Personal & Family Counseling	Supervised Vistation Program	7/1/2015	6/30/2016	\$45,000
<b>Vendor Agreements</b>				
Go Shred Secure Document Destruction	On Site Shredding	8/1/2015	7/31/2017	varies \$50 min.monthly
<b>Foster Agreements</b>				
<b>Adoption Agreements</b>				
<b>Transportation</b>				



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

**RESOLUTION (721-2015) OUT OF COUNTY TRAVEL –JFS**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by David Haverfield, Director.

**DATE:** 8/26/2015  
**TITLE:** CW 3 ENGAGING FAMILIES IN FAMILY CENTERED CPS  
**LOCATION:** CAMBRIDGE  
**ATTENDING:** HEATHER MILLER  
**ANTICIPATED EXPENSE:** Mileage of approximately 84 miles equals \$38.64, or an agency van will be utilized, if available, and meals at \$15.00.

**DATE:** 8/27/2015  
**TITLE:** CW 2: LEARNING LAB – ENGAGEMENT SKILLS  
**LOCATION:** CAMBRIDGE  
**ATTENDING:** HEATHER MILLER  
**ANTICIPATED EXPENSE:** Mileage of approximately 84 miles equals \$38.64, or an agency van will be utilized, if available, and meals at \$15.00.

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

**RESOLUTION (722-2015) OUT OF COUNTY TRAVEL –EMA**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following travel request as submitted by David Haverfield, Director.

**DATE:** 8/21/2015  
**TITLE:** EMA EXECUTIVE BOARD MEETING  
**LOCATION:** DELAWARE COUNTY  
**ATTENDING:** PATTY LEVENGOOD  
**ANTICIPATED EXPENSE:** Mileage, Meals, Hotel, Parking, Use of County Vehicle

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

**RESOLUTION (723-2015) DECLARE ITEMS OBSOLETE FOR USE-SHERIFF**

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

Fax Machine	200716	BROTHER	4100E	U61639J7J708054
Fax Machine	200723	BROTHER	4100E	UG1639J7J702290
Fax Machine	30271	BROTHER	4100	460298A6J422498

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

**RESOLUTION (724-2015) ACCEPT PROPOSAL GARDINER-MAINTENANCE**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to accept the following proposal from Gardiner and authorize the President of the Board of Tuscarawas County Commissioners to sign the following contract and proceed with the repairs at the proposed amount.



31200 Bainbridge Road  
Solon, Ohio 44139  
Tel: 440.349.5588  
Fax: 440.349-3585  
[www.WHGardiner.com](http://www.WHGardiner.com)

August 5, 2015

GSC Quote # 90202

Mr. Jack Hupp  
Tuscarawas County Commissioners  
125 East High Avenue  
Tuscarawas, Ohio 44622

**SUBJECT: Liebert Humidifier Canister Replacement**

Dear Mr. Hupp:

Per your request, Gardiner is pleased to budget the following:

- All labor and material to replace (2) humidifier canisters in both Liebert Units

**Price to complete the above.....\$1,285.00**

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 not include 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.

Sincerely,

Richard Speck  
Account Manager

**Proposal Accepted:**

Authorized by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ PO #: \_\_\_\_\_

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

**RESOLUTION (725-2015) ELEVATOR MODERNIZATION PROJECT-Courthouse  
CONTRACT/PREVAILING WAGE**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the Contract with Haugh Construction, Inc. dba Benchmark Construction for the Elevator Modernization Project as previously awarded in the amount of \$213,374.00 and to appoint Scott Reynolds as Prevailing Wage Coordinator for this project. This action is taken upon the recommendation of Bruce Widder, Architect and has been approved by Bob Stephenson, Assistant Prosecuting Attorney.

VOTE:

Belle Everett, yes;  
Kerry Metzger, yes;  
Chris Abbuhl, yes;

 **AIA Document A101™ – 2007**

*Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the Twenty Third day of July in the year 2015  
*(In words, indicate day, month and year.)*

BETWEEN the Owner:  
*(Name, legal status, address and other information)*

Tuscarawas County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio 44663  
Telephone Number: 330-365-3240  
Fax Number: 330-602-7483

and the Contractor:  
*(Name, legal status, address and other information)*

Haugh Construction, Inc. , dba Benchmark Construction  
2422 East High Avenue  
New Philadelphia, Ohio 44663  
Telephone Number: 330-339-6882  
Fax Number: 330-339-6076

for the following Project:  
*(Name, location and detailed description)*

Tuscarawas County Courthouse Elevator Modernization  
125 East High Avenue  
New Philadelphia, OH 44663

The Architect:  
*(Name, legal status, address and other information)*

B. A. Widder Architectural Services, LLC  
407 4th Street NW  
Suite B  
New Philadelphia, Ohio 44663  
Telephone Number: 330-339-4054  
Fax Number: 330-339-4219

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init. AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1987 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:44:49 on 07/23/2015 under Order No.6771639687\_1 which expires on 01/18/2016, and is not for resale. 1

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2° THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

| The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Two hundred ten ( 210 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:44:49 on 07/23/2015 under Order No.6771639687\_1 which expires on 01/18/2016, and is not for resale.

User Notes:

(1851028034)

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thirteen Thousand Three Hundred Seventy-four Dollars and Zero Cents (\$ 213,374.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
Miscellaneous Contingency	\$5,000.00

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:44:49 on 07/23/2015 under Order No.6771639687\_1 which expires on 01/18/2016, and is not for resale.  
 User Notes: (1851028034)

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init. / AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:44:49 on 07/23/2015 under Order No.6771639687\_1 which expires on 01/18/2016, and is not for resale.  
User Notes: (1851028034)

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

1.00 % monthly

§ 8.3 The Owner’s representative:  
*(Name, address and other information)*

Tuscarawas County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio 44663  
Phone: 330-365-3240  
Fax: 330-602-7483

Scott Reynolds  
Community & Economic Development  
125 East High Avenue  
New Philadelphia, Ohio 44663  
Phone: 330-365-3219  
Fax: 330-364-1368

§ 8.4 The Contractor’s representative:  
*(Name, address and other information)*

Tom Haugh  
2422 East High Avenue  
New Philadelphia, Ohio 44663  
Telephone Number: 330-339-6882

init. / AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:44:49 on 07/23/2015 under Order No.6771639687\_1 which expires on 01/18/2016, and is not for resale.  
User Notes:

Fax Number: 330-339-6076

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Spec Book	June 15, 2015	133

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Exhibit A	Spec Book	June 15, 2015	133

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
T1	Title Sheet	6-15-15
Sheets 1 thru 3	Architectural Sheets	6-15-15
Sheets E1 thru E2	Electrical Sheets	3-31-15

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
#1	6-23-15	17

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init. / AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:44:49 on 07/23/2015 under Order No.6771639687\_1 which expires on 01/18/2016, and is not for resale.  
User Notes: (1851028034)

- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

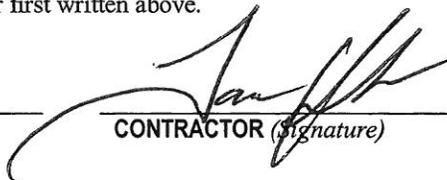
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Bonding Attached	See Form

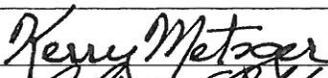
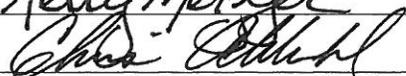
This Agreement entered into as of the day and year first written above.

  
 \_\_\_\_\_  
 OWNER (Signature)

Chris Abbuhl  
 Kerry Metzger  
 Belle Everett, Tusc. County Commissioners  
 \_\_\_\_\_  
 (Printed name and title)

  
 \_\_\_\_\_  
 CONTRACTOR (Signature)

Tom Haugh, President  
 \_\_\_\_\_  
 (Printed name and title)

\_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

Init. / AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:44:49 on 07/23/2015 under Order No.6771639687\_1 which expires on 01/18/2016, and is not for resale.  
 User Notes: (1851028034)

**RESOLUTION (726-2015) ACCEPT PROPOSAL & SERVICE AGREEMENT- MAINTENANCE SIMPLEX-GRINNELL**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to accept the following proposal from Simplex Grinnell and authorize the President of the Board of Tuscarawas County Commissioners to sign the following contract and proceed with the repairs at the proposed amount.



SimplexGrinnell®

Tel: 440 7830317  
Fax: 440 7830302  
License number:  
www.simplexgrinnell.com

**PROPOSAL AND Service Agreement**

Simplex Grinnell Contract # 20623247-Rebill-18-OCT-12	Salesperson: MOTARD, BETSY A License No.	Date 8/4/2015 3:49:53 PM:
Customer: Tuscarawas County Courthouse  Invoice To (if different from Customer): Tuscarawas County Courthouse 125 East High Avenue NEW PHILADELPHIA, OH 44663-0000	Job Location: 125 East High Avenue NEW PHILADELPHIA, OH 44663-0000  Customer P.O. # NO PO NUMBER	

Simplex Grinnell LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

**SCOPE OF WORK:**

Line #	Description	Qty	Comments	Unit Price	Total
1	Replace Hardwired Heat Detector	1	heat detector on first floor elevator lobby for the jail side failed.		
2	FA Labor	1			
<b>Total</b>					<b>273.35</b>

Payment	NET 10 <input type="checkbox"/>	NET 30 <input type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$
Time and Material <input type="checkbox"/>	Price Not to Exceed \$	Fixed Price of \$	BALANCE DUE: \$273.35	

**CUSTOMER ACCEPTANCE**  
 In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer  
By: \_\_\_\_\_  
Name:  
Title:

SIMPLEXGRINNELL LP  
  
By: *Denise Breen*  
Name: Denise Breen  
Title: Systems Integrity Sales Specialist  
License No: (if applicable):

VOTE:

Belle Everett, yes;  
Kerry Metzger, yes;  
Chris Abbuhl, yes;

**RESOLUTION (727-2015) ACCEPT PROPOSAL WOOD ELECTRIC-MAINTENANCE**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to accept the following proposal from Wood Electric and authorize the President of the Board of Tuscarawas County Commissioners to sign the following contract and proceed with the repairs at the proposed amount.



**WOOD ELECTRIC INC.**  
210 Eleventh Street, NW  
New Philadelphia, Ohio 44663

August 5, 2015

Tuscarawas County Commissioners  
ATT: Mr. Jack Hupp  
125 East High Avenue  
New Philadelphia, OH 44663  
Phone: 330-364-8811  
[Hupp@co.tuscarawas.oh.us](mailto:Hupp@co.tuscarawas.oh.us)

RE: UPS Power

Wood Electric, Inc. is pleased to offer the following quote for the above named project. Our proposal is based on the following conditions and exclusions:

- ◆ Extend 120volt power and install appropriate receptacle near building automation system for UPS power supply
  - From existing, nearest form of 120volts, supply and install one (1) receptacle matching cord end of UPS power supply. This is to be completed in two (2) locations, penthouse mechanical room and basement mechanical room
  - Supply and install one (1) plug and cord connection from each building automation panel to each UPS power supply. This is to be completed at both locations mentioned above.
  - All work to be performed during normal working hours 7 AM to 5 PM, Monday through Friday

Labor, Materials & Equipment for work stated above \_\_\_\_\_ Price \$797.00  
Seven hundred ninety-seven Dollars (\$797.00)

Respectfully submitted,

Al Ledrich  
Project Manager/Estimator

crh

OHIO EL#17303 — EQUAL OPPORTUNITY EMPLOYER —  
Telephone: (330) 339-7002 • Fax: (330) 339-3917 • [www.woodelectric.net](http://www.woodelectric.net)

Tuscarawas County Commissioners  
August 5, 2015  
Page #2

Wood Electric, Inc.

RE: UPS Power

I the undersigned as agent for the above named customer/subscriber have read the attached contractual terms and by signing this agreement indicate my understanding and agreement to the terms as written.

Accepted. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signed: Belle Everett Pres. Tuscarawas Board of Commissioners  
Authorized Agent Title

Please Print: Belle Everett Date: August 13, 2015

**For immediate processing, please sign and fax back all pages to 330-339-3917**

Please Note: This proposal may be withdrawn by us if not accepted within 30 days.

VOTE:

Belle Everett, yes;  
Kerry Metzger, yes;  
Chris Abbuhl, yes;

**RESOLUTION (728-2015) AUTHORIZE R.J. BECK PROPOSAL -MAINTENANCE**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to accept the following proposal from R.J. Beck and authorize the President of the Board of Tuscarawas County Commissioners to sign the following contract and proceed with the repairs at the proposed amount.



**R.J. Beck Protective Systems Inc.**

300 Industrial Parkway  
P.O. Box 814  
Norwalk, OH 44857  
Phone: (419) 668-3056 Fax: (419) 663-3655  
Email: sales@rjbeck.com

*Proposal*

**Client Information**

Tuscarawas County Courthouse Annex  
125 E. High Avenue  
New Philadelphia, OH 44663

**Proposal Number 7305**  
**Date 8/10/2015**  
**Salesperson Robert J. Beck**

Qty	Description	Unit Price	Labor	Total
1	K-2207 Power supply for K1200/K2200 8-amp	\$550.00	\$0.00	\$550.00
4	Access System Service - Labor	\$95.00	\$0.00	\$380.00

<b>Sub Total</b>	<b>\$930.00</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Total This Proposal</b>	<b>\$930.00</b>

TERMS: Purchase order; balance due upon completion.

I hope we may be of service to you. Please contact me at (419) 668-3056 if you have any questions. If you approve of the work quoted, please sign below and return a copy to us.

Sincerely,

Steve Beck  
VP of Sales

DUNS # 029356110 Federal ID# 34-1374581 HubZone # 18481 SBA ID# P0391218  
State of Ohio Contract ID # 800140-9 State of Ohio Vendor ID # 602718 EDGE-12674

I authorize the above work to be done as quoted and authorize payment to R.J. Beck Protective Systems Inc.

\_\_\_\_\_  
Please print name here

\_\_\_\_\_  
Please sign name here

\_\_\_\_\_  
Date Approved

Proposal 7305

VOTE:

Belle Everett, yes;  
Kerry Metzger, yes;  
Chris Abbuhl, yes;

**RESOLUTION (729-2015) ACCEPT AMOUNTS & RATES –BUDGET COMMISSION**

Tuscarawas County Auditor Form

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY  
THE  
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES  
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

**(BOARD OF COUNTY COMMISSIONERS)**

Revised Code, Secs. 5705.34-5705.35

*The Board of County Commissioners of Tuscarawas County, Ohio met in  
Regular session on the 13th day of August, 2015 at the office of  
Board of Commissioners with the following members present:*

**FILED**  
**AUG 14 2015**

\_\_\_\_\_  
Belle Everett

\_\_\_\_\_  
Kerry Metzger

\_\_\_\_\_  
Chris Abbuhl

AUDITOR'S OFFICE  
TUSCARAWAS COUNTY, OHIO

Mr. Chris Abbuhl moved the adoption of the following Resolution:

*WHEREAS, The Budget Commission of Tuscarawas County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill limitation; therefore, be it*

*RESOLVED, By the Board of County Commissioners of Tuscarawas County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further*

*RESOLVED, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:*

**SCHEDULE A  
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET  
COMMISSION  
AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount Approved by Budget Commission Inside 10 Mill Limitation	Amount to Be Derived from Levies Outside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
General Fund	3,720,000.00		2.20	
Mental Health & Retardation		5,098,000.00		4.90
Senior Citizen		1,141,000.00		0.70
General Health District		1,217,000.00		1.00
<b>TOTAL</b>	<b>\$ 3,720,000.00</b>	<b>\$ 7,456,000.00</b>	<b>2.20</b>	<b>6.60</b>

COMMISSIONERS JOURNAL **SCHEDULE B** 08/13/15  
**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	Maximum Rate Authorize d to Be levied	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
<b>GENERAL FUND:</b>		
Current expense levy authorized by voters on		
for not to exceed      years.		
Current expense levy authorized by voters on		
for not to exceed      years.		
<b>SPECIAL LEVY FUNDS:</b>		
<b>Mental Health &amp; Retardation Fund:</b> Levy authorized by voters on 1981 for a continuing period.	1.30	1,115,000.00
<b>Mental Health &amp; Retardation Fund:</b> Levy authorized by voters on 2012 for not to exceed 10 years. Expires 2022	1.70	1,773,000.00
<b>Mental Health &amp; Retardation Fund:</b> Levy authorized by voters on 2001 for a continuing period.	1.90	2,210,000.00
<b>Senior Citizen Fund:</b> Levy authorized by voters on 2010 for not to exceed 5 years. Expires 2015.	0.70	1,141,000.00
<b>General Health District Fund:</b> Levy authorized by voters on 2012 for not to exceed 10 years. Expires 2022.	1.00	1,217,000.00

and be it further

*RESOLVED, That the Clerk of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of Said County.*

Mr. Kerry Metzger \_\_\_\_\_ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Ms. Belle Everett \_\_\_\_\_, yes

Mr. Kerry Metzger \_\_\_\_\_, yes

Mr. Chris Abbuhl \_\_\_\_\_, yes

Adopted the 13th day of August, 2015.

*Maria A. Lautenschlager*

Clerk of the Board of County  
Commissioners  
Tuscarawas County, Ohio

**RESOLUTION (730-2015) APPROVE CHANGE ORDER #1 DUTCHTOWN ROAD EXT. WATER/SEWER)**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve Change Order #1 with Bridges Excavating, LLC for Dutchtown Road Extension-Water & Sewer.

DISCUSSION: Commissioner Everett explained the change order was due to water seeping in the middle of the road. They will install PVC pipe and put #57 down on the road to collect the down water. Commissioner Abbuhl stated this change order was the reason for the 2 supplemental appropriations

**CHANGE ORDER #1**

Project No:	<u>N/A</u>	Owner:	<u>Tuscarawas County</u>
Contract:	<u>N/A</u>	Contractor:	<u>Bridges Excavating, LLC</u>
Project Name:	<u>Dutchtown Road Extension - Water &amp; Sewer Access Road Improvements</u>		
		Date:	<u>August 5, 2015</u>

Description of Change:

Modifications to mitigate subsurface drainage problems in accordance with the attached proposal and described as follows:

1. Excavate across Dutchtown Road Extension at location where water is seeping into the middle of the road
2. Install 8" PVC SDR 35 perforated pipe and #57 limestone to the surface of road
3. This modification will collect underground water, ditch water on the upper side and collect sheet water flow on the road; pipe will daylight beside another road crossing pipe.

RECOMMENDED FOR APPROVAL BY:	<u><i>Michael Jones</i></u> Michael Jones, PE, Director/Sanitary Engineer	<u>8/7/15</u> Date
------------------------------	--	-----------------------

Original Contract Amt	<u>\$8,770.00</u>	APPROVED BY:	<u><i>Dee Everett</i></u> President, Board of Commissioners
Previous Changes (+ or -)	<u>\$0.00</u>	DATE:	<u>August 13, 2015</u>
This Change (+ or -)	<u>\$1,965.00</u>	SUBMITTED BY:	<u>Contractor</u>
Adjusted Contract Amt	<u>\$10,735.00</u>	DATE:	

## VOTE:

Belle Everett, yes;  
 Kerry Metzger, yes;  
 Chris Abbuhl, yes;

**RESOLUTION (731-2015) PAYMENT OF BILLS**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve for payment the following bills.

**911**

Frontier	Service	219.35
American Electric Power	Tower Electric	267.34

**Child Support**

City of New Philadelphia	Water/Sewer/Garbage Service	102.05
Blair Graphic Design	Table Cloth w/Runner	165.00
Office Max	Supplies	546.19
Embassy Suites Columbus	Lodging	106.00
Language Line Services	Interpreter	18.75
Tusc Co Sheriff's Office	IV-D Contract	3,582.20

**Clerk of Courts**

Staples	Supplies	260.95
Xerox	Service	79.77
Independence Business Supply	Supplies	29.70
Proforma Graphic Services	Supplies	309.81
Independence Business Supply	Supplies	59.40
Comdoc	Lease	226.72
Provantage	Scanners	185.73
AT & T	Service	58.24
Comdoc	Lease	360.46

**Commissioners**

Medicine Shoppe	TB Meds	104.01
Accurate Auto	Supplies	172.18
Day Ketterer	Legal Services/Health Ins Plan	252.00
Liberty Distributors	Supplies	586.64
Gor Con Construction	Electrical Work/Door Installation	595.00
NP Water Dept	Water/125 EH	266.80
NP Water Dept	Water/101 EH	164.36
NP Water Dept	Water/JFS	204.63
Lowe's Business Account	Supplies	546.22
Union Hospital	TB Testing/Treatment	3,333.22
Arthur J Gallagher RMS	Cyber Insurance Premium	17,017.00
Rosenberry Towing	Towing Services	85.00
Hahn Motor Body Shop	Cruiser Repair	3,851.80
RJ Beck Protective Systems	Security Upgrade	15,487.00
Pitney Bowes Reserve Account	Postage	20,000.00
G & L Supply	Supplies	135.56
Comdoc	Copier Charges	27.16

**Community & Economic Development**

Staples Credit Plan	Supplies	36.98
Times Reporter	Legal Ad/B-F-14-1CT	430.90
D & H Way Construction	CHIP Home Repair	8,145.00
East Central Ohio Building Authority	Small Business Plan Approval/Grant	264.75

**Community Corrections**

Tusc Co General Health District	Treatment Services	15,064.00
Melymbrosia	Assessments/Evaluations	935.00

**Dog Pound**

Johnson's Auto	Service	32.95
Johnson's Auto	Repairs	500.00
Johnson's Auto	Repairs	93.76
NP Water Dept	Water	98.35
Tusc Co Sheriff's Office	Fuel	505.58

Kimble	Service	104.30
<b>Emergency Management</b>		
Tusc Co Sheriff's Office	Supplies/Fuel	19.48
<b>Engineer</b>		
Occupational Medicine Center	Drug Screens & Physicals	45.00
Holmes Wayne Electric Coop	Electric-Dundee	23.65
NP Water Dept	Water & Sewer/NP	190.35
Dover Brake	Repairs/Parts	102.50
RJ Wright & Sons	Oils & Greases	235.80
Staneart Equipment	Repairs/Parts	17.44
Snyder Brothers Sales & Service	Repairs/Parts	403.56
Liniform	Uniform Rental	125.00
Kimble Recycling & Disposal	Trash Dumpster/Port & NP	56.05
Stony Point Supply	Bridge & Culvert Supplies	1,724.84
SEI	Office Cleaning	318.00
Twin City Automotive	Repairs/Parts	489.51
Peterman Plumbing	Repairs/Contract Services	253.95
American Electric Power	Electric Service	966.04
Young Truck Sales	Repairs/Parts	163.27
Truck Sales & Service	Repairs/Parts	741.25
Clum Tire Service	Repairs/Parts	36.00
Yoder Small Engines	Repairs/Parts	148.73
Allstate Sales of Eastern OH	Repairs/Parts	789.17
Ace Truck Equipment	Repairs/Parts	451.38
Cummins Bridgeway	Repairs/Parts	2,123.17
Breaker Technologies	Repairs/Parts	1,100.00
Triple R Trailer Sales	Repairs/Parts	48.30
Staley Technologies	Repairs/Parts	790.38
Galicks	Bridge & Culvert Supplies	473.00
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	42.00
Breaker Technology	Repairs/Parts	6,628.99
Razor Lake Sand & Gravel	Materials	13,103.10
Ziegler Tire & Supply	Repairs/Parts	4,505.72
Newton Asphalt	Material per bid	4,483.25
Centre Supply	Repairs/Parts	477.60
National Lime & Stone	Materials per bid	338.37
Airgas USA	Bridge & Culvert Supplies	122.22
RJ Wright & Sons	Fuel Oil & Gas per bid	15,715.31
Occupational Medicine Center	Drug Screens & Physicals	210.00
Yoder Small Engines	Repairs/Parts	210.90
Sidwell Materials	Mat'l per bid	28,803.82
<b>Job &amp; Family Services</b>		
Simon & Katie Yoder	Transportation	69.00
Walmart	PRC Back to School Clothing	8,850.00
Seth & Kathy Morrison	FC Medical Supplies	23.48
Walmart Community	FC Supplies	42.00
Mervin & Sarah Shetler	FC Clothing Reimb	19.07
Andrew & Kelli Miller	FC Clothing Reimb	46.56
Simon & Katie Yoder	FC Clothing Reimb	29.87
Mark & Stephanie Haney	FC Clothing Reimb	71.27
Aaron & Chevelle Barger	FC Clothing Reimb	11.21
Seth & Kathy Morrison	FC Clothing Reimb	569.13
Dennis & Jeanne Hostetler	FC Clothing Reimb	131.42
Nicholas & Stephanie Shrock	FC Clothing Reimb	223.50
Buckeye Career Center	FC School Fees	25.00
Adoption & Attachment Therapy	PASSS	426.50
Deborah Mauriello	IV-E Daycare	1,110.00
Kyler Pringle Lundholm Durman	Non-Recurring Adoption Expenses	3,664.50
Aaron & Chevelle Barger et al	Boarding Home Payroll	25,480.00
Christian Children's Home of OH	Non-Recurring Adoption Expenses	286.00
Jacqueline & Martin Addy	KPIP	300.00
Walmart Community	Kinship Grant	52.20
Dr Nicholas Varrati MD	Drug Screen	98.00
Chrysalis Counseling Center	FACES/Assessment	180.00
Billman's Appliance Center	FACES/Refrigerator	549.00

Good Samaritan Remodeling	Kinship Grant	2,325.00
Goodwill Industries of Greater CLE	FACES/Parenting	556.50
Andrew & Kelli Miller	Transportation	188.60
Seth & Kathy Morrison	Transportation	22.08
Christopher & Stacy Troyer	Transportation	66.61
Dennis & Jeanne Hostetler	Transportation	70.38
Adriel School Inc et al	Boarding Home Payroll	219,829.12
Agnes Walker et al	Transportation	13,752.62
Walmart Community	Cleaning Supplies	194.49
US Post Office	Business Reply	1,000.00
Treasurer State of OH	Jan-March 2015 Airwatch	84.00
Green Acres Lawn & Landscape	Mow & Trim	176.00
Dr Nicholas Varrati MD	Drug Screen	30.00
Beth Kiggans	Travel	31.32
Verizon Wireless	Cell Phone Bill	702.56
Andrew & Kelli Miller	Transportation	65.32
Seth & Kathy Morrison	Transportation	121.90
Dennis & Jeanne Hostetler	Transportation	49.68
Horizons of Tuscarawas & Carroll	Transportation	33,524.95
Tusc Co Sheriff	Gas	520.19
Tusc Co Commissioners	Rent & Utilities	5,250.66
Walmart Community	PRC	91.04
<b>Juvenile/Probate</b>		
Ziegler Tire	Auto Repairs & Maintenance	17.88
Triad Deaf Services	Interpreter	143.00
Atty Donna Miller	Guardian Fees	691.00
<b>Park Department</b>		
Rural Action	Reimb/Step Outside Grant-Passport to Fish	413.55
Kimble Clay & Limestone	Limestone for Trail Maintenance	404.80
Miller & Company	Portable Toilet/CLP	70.00
<b>Public Defender</b>		
Quickprint Center	Supplies	260.00
<b>Sheriff</b>		
Verizon Wireless	Cell Phone Service	534.66
RJ Wright & Sons	Gasoline	10,282.48
Frontier	Service	1,716.47
Angelo Wardell	Reimb/Eye Glasses	225.24
Fenton Brothers	Supplies	128.10
Cardiovascular Consultants	Inmate Medical Treatment	7.90
New Phila Water Dept	Water	1,666.55
Meat Packers Outlet	Meat for Inmates	390.56
Avalon	Food for Inmates	6,850.69
Parkway Ford Lincoln	Vehicle/Drug Task Force	30,536.16
Union Hospital Workwell	Pre-Employment Drug Screen	20.75
Millers Clothing	Clothing/Uniform-New Employee	107.90
First National Bank of Dennison	Transportation of Prisoners	449.48
First National Bank of Dennison	Transportation of Prisoners	20.00
First National Bank of Dennison	Transportation of Prisoners	3,570.23
First National Bank of Dennison	Transportation of Prisoners	1,676.49
First National Bank of Dennison	Transportation of Prisoners	1,430.61
Gardiner	Outdoor Sensor Repair	1,520.00
G & L Supply	Supplies	652.92
Staley Technologies	Repairs	206.54
Miller & Co	Port A John Service/IWP	64.00
Helbling's	Can Liners/IWP	65.55
<b>Southern Court</b>		
Dominion East Ohio Gas	Service	50.49
Dominion East Ohio Gas	Service	36.51
Quill	Supplies	177.57
AT & T	Service	184.83
<b>Veterans</b>		
Time Warner Cable	Cable Service	211.80

Xerox	Copier Payment	245.22
American Legion Post # 494	Fairground Flag Project	500.00
Parkway Ford	(2) Ford Transit Wagons	59,926.00

**Water & Sewer**

Fenton Brothers	Materials	310.23
Centre Supply	Hose	941.68
Enger Auto	Materials	88.67
Fenton Brothers	Materials	52.11
Hydraflo	Materials	404.06
US Post Office	Postage Stamps	102.20
American Electric Power	Electric	259.00
OUPS	Manual Call Outs	4.00
Reidl's	Repairs	206.27
Enger Auto	Materials	124.00
Tusc Co Commissioners	Postage Use	185.06
Quickprint Center	Envelopes	115.00
Enger Auto	Supplies	17.36
Layne Christenson Co	Well #2 WH	1,792.00
Layne Christenson Co	Well #2 WH	12,333.00
Layne Christenson Co	Well #2 WH	10,600.00
Tusc Co Commissioners	Postage Use	184.31
Fenton Brothers	Repairs Hess Mill PS	113.75
Albers & Albers	Legal Services	600.00
American Electric Power	Electric	6,604.86
Standard Plumbing & Heating	Repairs	779.00
John Deere Financial	Materials	14.94
Ronald Dewitz Jr	Easement	41.63
Verizon Wireless	Modem Service	15.02
Reidl's	Repairs	56.09
Village of Tuscarawas	Wainwright Payment	839.91
Village of Tuscarawas	Wainwright Payment	1,228.79
American Electric Power	Electric	2,271.13
Cintas	Uniform Rental	327.18
Kuester Implement	Repairs	82.30
Charles Rewinding	Materials	16.05
Standard Plumbing & Heating	Repairs	779.00
Agera Energy	Gas	45.14
Frontier	Service	191.38
Frontier	Service	53.62
American Electric Power	Electric	4,789.99
Kimble	Sludge Disposal	531.76
Kimble Recycling	Hopper Rental	411.94
City of Dover	County Share of OM & R	8,824.29
Kimble Recycling	Rental & Pickup	40.00
Holmes Wayne Electric	Electric	1,265.00
American Electric Power	Electric	24.66
Fitzpatrick Zimmerman & Rose	Legal Services	265.00
Civil Design	Backflow Program	525.00

VOTE:

Belle Everett, yes;  
 Kerry Metzger, yes;  
 Chris Abbuhl, yes;

DISCUSSION: Several members of the group Women in Business were present to discuss their upcoming event The PINK Party. Those present were Pam Sprowls-Ohio Billing, Suzanne Trimmer-Solid Rock Photos, Kiley Kendall-Edward Jones and Steve Schillig-Ohio Small Business Development Center. Also, a member of the group is Commissioner Belle Everett. Ms. Sprowls explained the purpose of this continuous growing group, formed three years ago, to bring women in business and women who own their own business together to share resources and support with one another. The PINK Party, which will be held Friday, October 23, 2015 from 11-2 at the Performing Arts Center at Kent State Tuscarawas, will give women the opportunity to network with other women in business through an expo of their services or products.

**RESOLUTION (732-2015) RECESS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to recess out of regular business at 9:25 a.m. for the purpose of bid openings at 9:45 a.m.

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

*Commissioner Everett called the meeting out of recess and back into Regular Session at 9:45 a.m.*

**RESOLUTION (733-2015) BID OPENINGS-CDBG ACTIVITIES 3 & 4  
MIDVALE/MINERAL CITY**

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl to take under advisement the following bids that were opened and publically read by Matt Miller, Project Manager, W.E. Quicksall & Associates, Inc.

**W. E. Quicksall and Associates, Inc.**

554 West High Avenue  
P.O. Box 646  
New Philadelphia, Ohio 44663

Civil Engineers

Tuscarawas County  
FY-2014 Formula CDBG Projects  
Activity #3 & Activity #4  
**BID OPENING MINUTES**  
August 13, 2015

1. **Attendees:** Refer to the attached Meeting Attendance Sheet.

2. **Engineer's Estimate:**

\$59,365.00

3. **Bids Submitted:**

<u>Company</u>	<u>Bid Amount</u>	<u>Bid Bond</u>
Tucson Inc.	\$63,727.50	100%

4. **Bid Hold**

A. Bids will be held for up to sixty (60) days in order to provide the Owner and Funding Agencies with adequate time to review the bid results and award the construction loan.

5. **Questions**

A. What is an expected start date on this project?

1. 30-45 days after the Notice to Award is signed and presented to the Contractor.

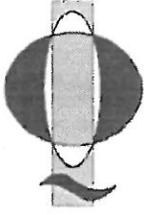
Respectfully Submitted,

W.E. QUICKSALL AND ASSOCIATES, INC.

*A. Matthew Miller*

A. Matthew Miller  
Construction Coordinator

AMM/mak  
Enclosure  
File: 1410; Reading



W. E. Quicksall and Associates, Inc.

MEETING ATTENDANCE SHEET

Tuscarawas County Commissioners

FY-2014 Formula CDBG Project

August 13, 2015

Bid Opening

	<u>NAME &amp; COMPANY</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>	<u>E-MAIL</u>
1.	Math Miller WEQA	554 W High Ave New Phila	330 339-6676	amm@wequicksall.com
2.	Scott S. Reynolds Tusc. Co. DECID	Room 312 125 E. High Ave, New Phila	330-365-3219	tuscdecid@co.tuscarawas.oh.us
3.	Maria Lautenschlager Commissioners	125 E. High Ave NP	330-365-3206	
4.	Kerry Metzger	125 E High Ave NP	330-365-3265	
5.	Belle Everett	125 E. High Ave. NP.	330-365-3203	
6.	Chris Abbuhl	125 E. High Ave NP	330-365-3202	
7.	Mia Davis, Tucson, Inc.	397 University Dr. NE NP	330-340-2563	mdavis@tucsonohio.com
8.	Kris Lowenthal Com.	1250+ <del>State</del> East High NP	330-365-3204	
9.	Eric McElroy	2424 E. High Ave. NP.	330-339-5151	eric@wtuz.com
10.	Shyenne Carroll WER	Celle Boulevard Dover	330-343-7755	news@wer.com
11.	Jon Baker	629 Wabash Ave. N.P.	330-364-8415	jon.baker@timesreporter.com
12.	Jane G. Clay	125 E High Ave NP	330.365.3240	onfile

VOTE:

Belle Everett, yes;  
Kerry Metzger, yes;  
Chris Abbuhl, yes;

**RESOLUTION (734-2015) PERSONNEL ACTION- JFS HIRE REPLACEMENT**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the replacement hiring of:

Trudy A. Lewis

Social Service Worker 3

Trudy would replace Cindy McGuire in the Protective Unit. Cindy took the position of SSW4 in the Protective Unit that was vacated by Mandy Prossor. David Haverfield conducted an independent assessment to determine that this applicant meets the minimum qualifications for the position.

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

OTHER BUSINESS: Commissioner Metzger took a moment to speak of Larry Bell, Mayor of Zoar, who recently passed away. He expressed what a great public servant he was and his passion for the Village of Zoar. Commissioner Everett added what an advocate he was for the Zoar Community, Commissioner Abbuhl agreed and added how he fought to keep the Village of Zoar (there was a possibility the Village was going to be either re-located or destroyed). All of the Commissioners expressed their condolences to his family.

**NO FURTHER BUSINESS COMING BEFORE THE BOARD.**

**RESOLUTION (735-2015) ADJOURN**

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to adjourn at 9:54 a.m. to meet in Regular Session, Monday the 17<sup>th</sup> day of August, 2015.

VOTE: Belle Everett, yes;  
Kerry Metzger, yes;  
Chris Abbuhl, 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.*

*Belle Everett*

*Kerry Metzger*

*Chris Abbuhl*

Attest: *Maria A. Lautenschlager*  
Clerk of the Board