

# October 4, 2023

## Agenda

*Lord's Prayer*  
*Pledge of Allegiance*

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (1)

Approve Transfer of Funds (1)

Approve Inter-Fund Transfer/Advance

Approve Out of State Travel – Juvenile/Probate Court

Enter Into Advocacy Contract – Sunday Creek Horizons

Transfer Unclaimed Monies to Co. General – Auditor

Authorize Sanitary Engineer to Sign OWDA Loans

Authorize Preparation & Submittal of OPWC Application - W & S

Authorize Publication of Finding No Impact and Notice of Intent to Release Funds – W & S

Approve Dog & Kennel Monthly Report – September 2023

Approve Grant Administration Services Agreement - OCED

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 4<sup>th</sup> DAY OF OCTOBER, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl  
Kristin Zemis  
Greg Ress

Commissioner Chris Abbuhl presiding.

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

### **RESOLUTION (850-2023) AMEND AGENDA – ENTER INTO ADVOCACY CONTRACT – SUNDAY CREEK HORIZONS**

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to amend the Agenda to reflect only “Enter into an Advocacy Contract”, striking the word lobbying.

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

### **RESOLUTION (851-2023) APPROVE MINUTES**

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the minutes from the October 2, 2023 meeting as written.

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

**RESOLUTION (852-2023) BEFORE/AFTER EXPENDITURES**

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

VENDOR	OFFICE	AMOUNT
Acting Judge Travis Collins	Southern Court	\$460.00

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

**RESOLUTION (853-2023) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer Department	E-1300-P300-P16	E-1300-P000-P08	\$1,500.00	Cover contract project costs in general

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

**RESOLUTION (854-2023) TRANSFER OF FUNDS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Probate/Juvenile Court	E-1568-S069-S06	E-1568-S069-S01	\$2,000.00	Insufficient funds

**DISCUSSION:** *Commissioner Zemis stated this is an issue that needs to be discussed in budgets. They seem to be over-budget all the time and this is their help-desk program where they provide a list of attorneys that would provide a one-time consultation for them for \$75. It seems to over a lot, so this item needs to be looked at.*

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

**RESOLUTION (855-2023) INTER-FUND TRANSFER/ADVANCE**

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

From: Co. General to Public Assistance (October Mandated Share) \$18,429.75

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

**RESOLUTION (856-2023) OUT OF STATE TRAVEL – JUVENILE/PROBATE COURT**

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following out of state travel request for the Juvenile/Probate Court as recommended by Adam Wilgus, Judge:

DATE: November 14 – 19, 2023  
 LOCATION: Tampa, FL  
 ATTEND: Judge Adam Wilgus

REASON: 2023 NCPJ Fall Conference  
 EXPENSE: Hotel, mileage, car rental and registration  
 APPROX: \$2,500.00

**DISCUSSION:** *Commissioner Zemis stated this is not the first out of state conference for the Judge or Judge's staff, and out of state travel is extremely expensive. I understand they have their own budget for these things, I think over all, this is an issue to discuss at budgets. There are many CLE and Judicial Conferences in state that can be attended. Especially when other parts of the budget like the Attorney Help Desk are running over, this is something that can be honed down a little bit. The out of state travel is something to take under consideration during budgets.*

*Commissioner Ress agreed.*

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

### **RESOLUTION NO. 857-2023**

#### **ENTERING INTO A LOBBYING AND ADVOCACY CONTRACT WITH SUNDAY CREEK HORIZONS**

It was moved by Commissioner Ress, and seconded by Commissioner Zemis that the following resolution be adopted:

WHEREAS, Tuscarawas County seeks to promote economic growth and community development within its jurisdiction;

WHEREAS, Tuscarawas County competes with other counties and political subdivisions for resources that impact its community and economic development;

WHEREAS, the Board of Commissioners of Tuscarawas County acknowledge the potential benefits of engaging the consulting, lobbying and advocacy services of fiscal and management consultants and legislative analysts to assist the County with community and economic development, project management and support, legislative advocacy, and grant funding identification;

WHEREAS, the Board of Commissioners of Tuscarawas County has authority to contract for such services under R.C. 9.36 and R.C. 305.13, and such contracts are exempt from the competitive bidding requirements of R.C. 307.86. See, OAG Op. 81-040; and

WHEREAS, Sunday Creek Horizons is a reputable firm that has demonstrated expertise in advocating for policies that align with Tuscarawas County's community and economic development goals;

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

1. Tuscarawas County shall enter into the attached contract with Sunday Creek Horizons for the purpose of fiscal and management consulting and legislative analysis to assist the County with community and economic development, project management and support, legislative advocacy, and grant funding identification;
2. The Board president is authorized to execute all necessary documents related to the contract on behalf of the County; and
3. The Board of County Commissioners of Tuscarawas County shall regularly review and assess the progress and effectiveness of the lobbying efforts conducted by Sunday Creek Horizons in pursuit of the County economic and community development goals.



**Lobbying and Advocacy Contract:  
Sunday Creek Horizons and the Tuscarawas County Commission**

This Consulting Agreement (“**Agreement**”) is entered into on the 2 day of October, 2023 (the “**Effective Date**”), by and between the **Tuscarawas County Commission**, its successors and assigners, located at 125 East High Avenue, New Philadelphia, OH 44663 (“**Tuscarawas County**”), and **Sunday Creek Horizons, LLC** (the “**Consultant**”), whose primary address is 5 Depot Street, Athens OH 45701. Tuscarawas County and Consultant are hereinafter referred to each as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS** Tuscarawas County desires to enter into the within agreement with Consultant to draw on the Consultant’s expertise to advance the interests and mission of the Tuscarawas County Commission.

**WHEREAS** Tuscarawas County and Consultant desire to establish a contractual relationship whereby Consultant will partner with Tuscarawas County to advance the needs and interests of Tuscarawas County, subject to the terms and conditions contained herein (“**Consulting Services**”).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Services; Performance Standards.**
  - a. **Statement of Services.** Consultant will undertake the Services as set forth in the Statement of Services, labeled Exhibit 1, and incorporated herein by reference.
  - b. **Standard of Services.** Consultant will furnish professional services in accordance with commercial standards necessary for the satisfactory performance of the Services under this Agreement. Tuscarawas County shall engage Consultant as an independent contractor to provide the Consulting Services under the terms set-forth herein. The parties may extend the scope and extent of work called for herein, by mutual written agreement. Contractor shall provide the Consulting Services in accordance with generally established professional standards and practices and in accordance with all applicable laws, regulations, codes, and ordinances.
2. **Term; Termination.** This Agreement shall commence on the Effective Date and continue until completion of the term length or termination. Each Party shall maintain the unilateral right to terminate this Agreement for any reason upon furnishing the other with thirty (30) days written notice.
 

**Term; Length.** This Agreement shall be for six (6) months starting on the Effective Date. Prior to the conclusion of this Agreement, both Parties have the option to renew this Agreement for another period of six (6) months, pending official approval by both parties.
3. **Performance and Compensation.**
  - a. **Monthly Retainer.** Consultant will earn compensation (the “**Monthly Retainer**”) from Tuscarawas County in the amount of \$6,000 per month, for Consulting Services, to be paid on a monthly basis, for a term of six (6) months.
  - b. **Payment Terms.** The Monthly Retainer shall be due and payable to Consultant by Tuscarawas County within 30 business days following the receipt of invoice from Consultant.
4. **Expenses.** The Consultant shall be responsible for all reasonable expenses incurred in providing the



Consulting Services hereunder including, but not limited to, travel, transportation, parking, tolls, supplies, photocopying, printing, courier service, telephone service, postage, and meals. Tuscarawas County shall not be responsible for reimbursement of costs undertaken by the Consultant in connection with the performance of the scope of work herein.

5. **Insurance.** Throughout the duration of this Agreement, Consultant shall maintain: (i) comprehensive general liability insurance (or equivalent professional liability insurance) covering bodily injury and property damage that may arise from or in connection with the Services, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) workers’ compensation coverage as required by Ohio law; and (iii) commercial automobile liability coverage in an amount not less than \$1,000,000. Upon request, Consultant shall provide Tuscarawas County with a certificate of insurance or equivalent evidence of such coverages.
6. **Confidentiality.** Consultant shall keep all printed, digital, and verbal communications with Tuscarawas County confidential, and Consultant will not disclose any information identified by Tuscarawas County as proprietary, unless expressly authorized to do so by Tuscarawas County.
7. **Compliance with Applicable Law.** Consultant and Tuscarawas County shall comply with all applicable federal and state laws and regulations. Furthermore, Contractor and Tuscarawas County shall timely file all applicable disclosures and reports required.
8. **Non-Legal Services.** The Consultant and Tuscarawas County expressly agree that the Consulting Services provided by Consultant pursuant to the within agreement, or in connection with any other matter between the Parties, do not under any circumstances constitute the provision of legal services. Tuscarawas County acknowledges that it has been advised by Consultant that the Consulting Services rendered to Tuscarawas County pursuant to the Parties’ agreement(s) do not constitute the practice of law, or the provision of legal services.
9. **Avoidance of a Conflict of Interest.** The parties acknowledge that the Consultant has been, and will continue to be engaged by other Ohio local government political subdivisions; and that these engagements entail the provision of Services of a similar nature to those set forth in Exhibit 1. Tuscarawas County acknowledges that Consultant does not make final determinations on the award of state or federal grant monies, and that these decisions are made independently by state and/or federal government officials. As such, efforts by Consultant on behalf of Tuscarawas County to secure federal or state funding shall not, on their face, be considered conflicting with similar efforts made on behalf of other local governments. Consultant shall, however, take reasonable and necessary steps to insure that its actions on behalf of such other local governments shall not directly conflict with or compromise the interests of Tuscarawas County. During the term of the within engagement, Consultant shall disclose any discovered direct conflicts that may arise between Consultant’s work on behalf of Tuscarawas County and that performed on behalf of any other similarly situated local governments.
10. **Legal Construction.** If one or more provisions hereof are held invalid, illegal or unenforceable, the invalid, illegal or unenforceable provision shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the choice of law provisions thereof. Parties hereby consent and submit to the jurisdiction and forum of the state and federal courts in the State of Ohio for all claims, demands and controversies arising out of this Agreement or the enforcement of the provisions of same.
12. **Amendment and Waiver.** This Agreement may be amended only with the written consent of the Parties.



The failure of either Party at any time to require performance by the other hereunder shall not affect the right of such Party to thereafter enforce such provision, and such failure shall not be deemed to be a waiver thereof.

- 13. **Mediation.** Any controversy or claim arising out of or relating to this Agreement or a breach there shall be settled by mediation and a resolution of the dispute shall be sought in good faith by both parties.
- 14. **Notices.** Any notices to be given hereunder by a Party to the other may be affected either by personal delivery in writing, by guaranteed overnight delivery or by electronic mail. Mailed notices shall be addressed to the Parties at the addresses appearing at the end of this Agreement, but each Party may change the address upon written notice in accordance with this Section. Notices delivered personally, by mail, by electronic mail or by overnight delivery will be deemed communicated as of the date of actual receipt.
- 15. **Entire Agreement.** This Agreement constitutes the entire understanding between Contractor and Tuscarawas County with regard to the subject matter of this Agreement and supersedes and terminates all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement and any consultant agreement, referral, or consulting relationship, including any prior consultant agreements entered into by and between Contractor and Tuscarawas County.

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement as of the effective date.

*Chris Abbuhl*

Date: 10-4-2023

By: Chris Abbuhl  
Title: Commissioner  
Address: 125 E High Ave #205  
New Philadelphia, OH 44663

Date: \_\_\_\_\_

By: Zack Space  
Title: President, Sunday Creek Horizons  
Address: 5 Depot St. Athens, OH 45701



**EXHIBIT 1**  
**Scope of Services**

Sunday Creek Horizons (SCH) proposes the following scope of services to the Tuscarawas County Commission:

- **Community & Economic Development Project Management & Support** - Our staff will provide project management capacity, support, and assistance to the Tuscarawas County Board of Commissioners with work assigned to projects of importance as identified by the Commissioners. This work will include but is not limited to the following: developing and coordinating community & economic development projects and strategies, community engagement, infrastructure planning, developer attraction, housing development, and leading on communications and outreach to state and federal officials. Staff will meet with the Tuscarawas County Commissioners on a regular basis to go over ongoing project progress and discuss upcoming opportunities and other items as needed.
- **Legislative Advocacy** - SCH Leadership will advocate for the Tuscarawas County Board of Commissioners and their projects through effective State of Ohio and Federal Agency outreach. SCH will directly engage and facilitate conversations with state and federal elected officials, along with their staff, to discuss the County's priorities and ensure the County's interests are represented to its elected officials. Through already established relationships, our leadership team will engage with state and federal agency leaders in discussions focused on bringing grant dollars and project support into the County, for any projects identified by the County Commissioners.
- **Grant Funding Identification** - SCH will use its knowledge of the grantmaking process and its network within state and federal agencies to identify grant opportunities for the Tuscarawas County Board of Commissioners to fund their projects. Potential projects initially identified include but are not limited to the following: housing, roads, water & wastewater infrastructure projects, county-wide services, and capital improvements.

Prior to the start of this engagement, SCH will schedule a meeting with the Commission and relevant members of their staff to identify a specific list of projects for SCH to prioritize.

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

**DISCUSSION:** *Commissioner Abbuhl stated this is something we have not done before. Sunday Creek Horizons approached us several times for consideration. This contract has been reviewed by the Prosecutor's Office. It is acceptable to enter into this agreement. This is an advocacy contract, even though lobbying is mentioned in there several times, it is another word for advocating on our behalf with people who have the funding sources such as the Appalachian Regional Commission (ARC).*

*There is \$500 million ARC money that is available for 32 counties. This is something I would like to see Sunday Creek Horizons advocate for because that is a tremendous amount of money and we have some identified projects with our Parks Department, partnerships with the Downtown Revitalization and with Travel & Tourism for train excursions. I would like them to look into funds for our trail system. The ARC wants this to look more regional and more expansive and the trail system can tie into the train excursions as well.*

*Commissioner Zemis stated she was excited about this opportunity. It is new ground, it is a new way to look at garnering and securing as well as identifying financial opportunities for the County in addition to what our Economic & Development Department is doing. It is more widespread and they specialize in collaborating with other partners and getting a piece of the ARC monies. I think we have a better chance of doing this with Sunday Creek Horizons expertise that we don't necessarily have in house. The personnel that we have in house are working on other items that are very important to the County, but can not really effectuate a regional or collaborative or transformative approach that is going to be required just for this amount of money.*

*Commissioner Ress stated the opportunities are there. After Speaking with Mr. Hottinger, I think there are additional funds of \$750 million in addition to the \$500 million that he stated will be once in a lifetime. To have a professional team that their job is strictly to advocate for our County and us is going to be a good thing. Commissioner Zemis added "we don't know what we don't know," and this is their full-time focus. Commissioner Abbuhl stated, the answer is always no if you don't ask, and there is a tremendous amount of funding out there. Hopefully with the funds available out there, we can advocate for broadband. Broadband is a necessity not a luxury. We don't want to see Tuscarawas County or the State get left behind.*

#### **RESOLUTION (858) TRANSFER OF UNCLAIMED MONIES TO CO. GENERAL**

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to transfer the amount of \$24,524.28 from the Unclaimed Monies Fund (Y18) to the County General Fund (A00). In accordance to Ohio Revised Code Section 9.39, all monies not claimed within a five-year period shall revert to the General Fund. The County Auditor has provided a list of the unclaimed monies that have been held in the County's Unclaimed Monies Fund (Y18) in excess of 5 years which can be transferred to the County General Fund (A00).

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

#### **RESOLUTION (859-2023) – AUTHORIZING DELEGATION OF SIGNING AUTHORITY TO THE SANITARY ENGINEER FOR OWDA LOANS**

It was moved by Commissioner Zemis, and seconded by Commissioner Ress to authorize the President of the Board of Commissioners, Tuscarawas County, Ohio delegating signing authority of payment instructions for Ohio Water Development Authority (OWDA) Loan #10254 – Dundee Water System Expansion and OWDA Loan #10475 – Combination Jet Vacuum Machine to the Sanitary Engineer, Michael Jones.

**DISCUSSION:** *Commissioner Abbuhl stated that one of the things some of these programs are requiring now is that the President of the Board or a Designated Person to sign documents. One thing that happens is the President of the Board changes. Sometimes when the paperwork is drawn up, it does not get signed right away while being approved by legal, getting signed by other constituents, etc. by the time it gets to the President of the Board, that person is no longer the President. This gives us authorization for us to authorize Mike Jones to sign the documents instead of the President of the Board.*

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

**RESOLUTION (860-2023) AUTHORIZING PREPARATION AND SUBMITTAL OF AN APPLICATION - OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM**

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

WHEREAS, the State Capital Improvement Program Improvement Program provides financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, upon the recommendation of the Sanitary Engineer, Michael Jones, the Board of Commissioners, Tuscarawas County, Ohio (“Board”) is planning to make capital improvements associated with the replacement of the Stone Creek Wastewater Treatment Plant, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC program.

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

Section 1: The Tuscarawas County Sanitary Engineer, Michael Jones, is hereby authorized to apply to the OPWC for funds as described above.

Section 2: The Sanitary Engineer, Michael Jones, is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

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

**RESOLUTION (861-2023) – AUTHORIZING THE PUBLICATION OF FINDING OF NO SIGNIFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

It was moved by Commissioner Zemis, second by Commissioner Ress to authorize the following:

WHEREAS, the Board of Commissioners, Tuscarawas County, Ohio (County) has obtained a grant from the Appalachian Regional Commission (ARC OH-21493-2023) for Project ID #WH-20-01 Wilkshire Hills Wastewater Treatment Plant Improvements – Phase 2; and

WHEREAS, as a condition of receipt of these funds, the County must publish the attached Finding of No Significant Impact and Notice of Intent to Request Release of Funds.

NOW THEREFORE BE IT RESOLVED:

Section 1: The Sanitary Engineer is hereby authorized to publish the aforementioned public notice in a newspaper of local circulation in accordance ARC requirements.

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

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

**NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

Publication Date: October 12, 2023

To All Interested Agencies, Groups, and Individuals:  
 These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the Tuscarawas County Board of Commissioners.

**REQUEST FOR RELEASE OF FUNDS**

On or about, but not before, October 30, 2023, the Tuscarawas County Board of Commissioners will submit a request to the State of Ohio for the release of Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing

Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following project(s):

**Project Name:** Wilkshire Hills Wastewater Treatment Plant Upgrade Phase 2

**Source of Federal Funds:** Appalachian Regional Commission – ARC OH-21493-2023

**Project Description:** The proposed upgrade of the Wilkshire Hills WWTP includes conversion of the existing gaseous chlorine disinfection system to UV disinfection. Two (2) existing sludge tanks will be replaced with two (2) new sludge holding tanks totaling 0.100 MG of storage capacity, and a new standby generator and automatic transfer switch will be installed. Approximately 320 LF of sanitary sewer will be rehabilitated via Cured in Place Pipe (CIPP) Relining. Also included at the WWTP are painting of clarifier platform, rehabilitation of handrails and concrete tanks, underpinning/replacement of the control building loading dock, and new LED site lighting. A maintenance garage that will be replaced with a new storage building. Single-Year Project

**Location:** The Wilkshire Hills WWTP is situated in Tuscarawas County, Lawrence Township at 9944 Wilkshire Blvd NE, Bolivar, OH.

**Estimated Cost of Project:** \$2,350,000.

#### **FINDING OF NO SIGNIFICANT IMPACT**

The Tuscarawas County Board of Commissioners (BOC) has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) which is on file at 9944 Wilkshire Boulevard NE, Bolivar, OH 44612, and available for review weekdays from 8:30 am to 4:00 pm. The ERR may also be provided upon request electronically via email. Please submit your request by U.S. mail to the Tuscarawas County Board of Commissioners c/o the Tuscarawas County Sanitary Engineer, 9944 Wilkshire Boulevard NE, Bolivar, OH 44612 or by email at [mjones@tcmsd.org](mailto:mjones@tcmsd.org).

#### **PUBLIC COMMENTS**

Any individual, group, or agency may submit written comments on the ERR to the Tuscarawas County BOC by U.S. mail or email at the addresses above. All comments received before October 27, 2023, will be considered by the Tuscarawas County BOC prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

#### **ENVIRONMENTAL CERTIFICATION**

The Tuscarawas County Board of Commissioners certifies to the State of Ohio that Chris Abbuhl in *his* capacity as Board President, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The State of Ohio's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Tuscarawas County Board of Commissioners to use Program funds.

#### **OBJECTIONS TO RELEASE OF FUNDS**

The State of Ohio will accept objections to its release of funds and the Tuscarawas County Board of Commissioners certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Tuscarawas County Board of Commissioners; (b) the Tuscarawas County Board of Commissioners has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the State of Ohio; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Ohio Department of Development, Office of Community Development at [OCD@development.ohio.gov](mailto:OCD@development.ohio.gov). Potential objectors should contact the State of Ohio to verify the actual last day of the objection period.

Chris Abbuhl, Certifying Officer  
Board President, Tuscarawas County Board of Commissioners

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



RESOLUTION (862-2023) DOG & KENNEL REPORT – MAY 2023

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the Dog & Kennel Report for September 2023 as submitted by Elizabeth Lewis, Facility & Adoption Specialist:

DOG & KENNEL MONTHLY REPORT

September 2023



1)	Total dogs picked up by Wardens (a+b)	_____	28	_____
	a. Owner requested pick up	_____	0	_____
	b. Strays picked up by Wardens	_____	28	_____
2)	Strays brought in by public	_____	16	_____
3)	Dogs brought to pound by owners	_____	21	_____
4)	Total dogs to Pound (1+2+3)	_____	65	_____
5)	Dogs adopted	_____	10	_____
6)	Dogs redeemed by owners	_____	17	_____
7)	Number of dogs euthanized	_____	18 (PD=9, OR=9)	_____
8)	Released to rescues	_____	23	_____
	a. Pull fees	_____	\$ 120	_____
9)	Pound fees	_____	\$ 1590	_____
10)	Pick up fees	_____	\$ 440	_____
11)	License fees	_____	\$ 576	_____
12)	Licenses sold on the road by Wardens	_____	0	_____
13)	Licenses sold at the Pound	_____	24	_____
14)	Complaints handled	_____	53	_____
15)	Citations issued	_____	3	_____
16)	Animal claims	_____	0	_____
17)	Mileage on trucks	F150 2022	Truck #1	2020.5
		F150 2021	Truck #2	2248.2
		F150 2017	Truck #3	0
			Total	4268.7

Submitted by: *Oril*

Euthanasia Key  
Q = Quarantine PD = Pound Dog  
OR = Owner Surrendered (either for health or aggression)

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

RESOLUTION NO: 863-2023

APPROVE GRANT ADMINISTRATION SERVICES AGREEMENT - OMEGA - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV)

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

WHEREAS, the Tuscarawas County Commissioners approve the use of the Targets of Opportunity Program for the purpose of creating additional greenspace. The proposed project will allow for a Food Truck Park/ This proposed project will provide an area for food trucks to gather and draw community members out and people into the village. There will be a drive (road) for trucks to pull in and back into. A seating area, and a walking path to the gazebo for additional seating.

WHEREAS, the Tuscarawas County Commissioners have determined the Food Truck Park Improvement Project is a beneficial project for the Village of Tuscarawas; and

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

SECTION ONE: The President and/or the Vice-President of the Board of the Tuscarawas County Commissioners, is hereby authorized to sign any and all documentation required for the Execution and implementation of said Grant Administration Services Agreement for the Food Truck Park Improvement Project as required.

Board of County Commissioners  
Tuscarawas County, Ohio

*Chris Abbuhl*  
Chris Abbuhl, President

*Kristin Zemis*  
Kristin Zemis, Member

Roll Call: Mr. Abbuhl yes  
Mr. Ress yes  
Mrs. Zemis yes

*Greg Ress*  
Greg Ress, Member

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Tuscarawas County Commissioners, held on October 4, 2023, and that I am duly authorized to execute this certificate.

*Rhonda Jordan*  
Rhonda Jordan, Clerk



**GRANT ADMINISTRATION SERVICES AGREEMENT**

This is an AGREEMENT effective as of 10-4-2023 between Tuscarawas County, hereinafter referred to as "COUNTY", and the Ohio Mid-Eastern Governments Association, hereinafter referred to as "OMEGA".

The "PROJECT" is for the development of multi-purpose greenspace in the Village of Tuscarawas. The proposed project would provide an area for food trucks to gather, draw community members, and people into the village on village-owned public property. A seating area and a walking path to a gazebo will be included for additional seating. Adequate social distance spacing will be available outdoors so people will be able to gather safely or have the option for convenient take-out for dining at home. The food truck park would benefit 1,310 individuals in the village, 54.23% of whom were determined to be LMI by an income survey. The Village of Tuscarawas has committed \$27,506 in leveraged funds to the project.

The COUNTY and the Village of Tuscarawas worked with OMEGA to prepare an application to the CDBG-CV Target of Opportunity Program CARES Act for the completion of this PROJECT. The COUNTY was awarded a grant in the amount of \$330,000 from this program for the period between May 1, 2023 and July 31, 2024. All work will need to be completed by May 31, 2024, final drawdown submitted by June 30, 2024, and final progress report submitted by July 31, 2024.

NOW, THEREFORE, the COUNTY and OMEGA do hereby agree as follows:

**I. Purpose**

COUNTY hereby agrees to retain OMEGA to provide funding administrative services for the PROJECT.

**II. Duties of OMEGA**

OMEGA agrees to perform the following funding administration services:

- A. To provide professional personnel and service to administer and coordinate funding-related activities for said PROJECT.
- B. Complete the Environmental Review Record required for the CDBG-CV Target of Opportunity CARES Act Grant.
- C. Prepare the appropriate public notices to obtain the Finding of No Significant Impact/Release of Funds for the CDBG-CV Target of Opportunity CARES Act Grant.
- D. Prepare and retain records and files required by the funding agencies and provide copies of same to COUNTY and submit to COUNTY such reports as may be required by the COUNTY.
- E. Review bidding and contract documents for compliance with CDBG requirements to include federal prevailing wage rates and Section 3 requirements.

- F. Participate in pre-bid meeting (if applicable) and attend preconstruction conferences.
- G. Attend regularly scheduled construction progress review meetings and visit the construction site as needed.
- H. Monitor and review prevailing wages, send copies of the prevailing wage reports that have been reviewed by OMEGA to the COUNTY, conduct contractor employee interviews as required, and coordinate with COUNTY'S prevailing wage coordinator as needed.
- I. Monitor and review Section 3 reports.
- J. Prepare drawdown requests.
- K. Complete status performance reports required by the Ohio Department of Development (ODOD).
- L. Facilitate communications with ODOD for the purpose of reporting the progress and status of said PROJECT.
- M. Facilitate and participate in all monitoring visits and program audits conducted by ODOD.
- N. Ensure that all funds are being drawn down in compliance with the terms and conditions of the CDBG-CV Target of Opportunity CARES Act Grant.
- O. File reports required by ODOD in a timely manner.
- P. Monitor PROJECT for compliance with ODOD's programmatic requirements and report any discrepancy to the COUNTY.
- Q. Maintain records relative to PROJECT disbursements in accordance with ODOD's requirements.
- R. Consult with independent auditor at time of final audit, answer any questions on administration of grant and participate in monitoring visits.
- S. Respond to ODOD's inquiries to the status of project activities undertaken by the COUNTY.
- T. Prepare and submit to COUNTY such reports as may be required by the COUNTY and cooperate fully with any monitoring or evaluation activities conducted by the COUNTY.

**III. Duties of COUNTY**

The COUNTY agrees as follows:

- A. Abide by all State and Federal laws, rules and regulations concerning said PROJECT.
- B. Require the Village of Tuscarawas to retain a consultant for engineering services for design, bidding, and construction phase services for the PROJECT.
- C. Require the Village of Tuscarawas to authorize the Engineering Consultant to release all relevant technical information needed by OMEGA to prepare the environmental review record, and to

administer the grant during the PROJECT.

- D. Authorize Change Orders and Field Work Orders on the PROJECT, which will be incorporated into contractors' payment applications.
- E. Execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
- F. Retain and preserve all grant-related records after the close of said PROJECT in accordance with ODOD's requirements.
- G. Participate and assist OMEGA in securing general information for ODOD's reports.
- H. Provide a copy of the Agreement between the COUNTY and ODOD (completed).
- I. Provide a copy of the fully executed Contract between the COUNTY and the CONTRACTOR and between the Village of Tuscarawas and Consultant.
- J. Provide OMEGA access to all files related to PROJECT funding including but not limited to: previous disbursement requests, environmental reviews, status reports, and communications with various funding agencies.

**IV. Compensation**

OMEGA agrees to provide these funding administrative services for a lump sum of **Twenty-Four Thousand Dollars (\$24,000.00)**. OMEGA will submit quarterly invoices to the COUNTY based upon the percentage completion of OMEGA's services.

**V. Indemnification.**

OMEGA hereby agrees to indemnify and hold harmless COUNTY against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of OMEGA in the performance and/or failure to perform its duties under this Agreement.

**VI. No Assignment.**

OMEGA agrees that it will not assign or outsource any of its duties set forth in this Agreement.

**VII. Term of Agreement.**

This Agreement shall be binding upon the parties and shall remain in force and effect until **July 31, 2024** which is the end of the CDBG Grant Period or until 60 days after PROJECT completion whichever is sooner. The terms of this Agreement may be extended upon the mutual written consent of both parties.

**VIII. Early Termination.**

- A. COUNTY may terminate this Agreement immediately if OMEGA is in default of its duties under this Agreement and fails to cure the default within ten (10) days of notice of the default by the COUNTY. Compensation to OMEGA will be prorated accordingly.

Page 3 of 5

- B. COUNTY or OMEGA may terminate this Agreement for any reason upon thirty (30) days written notice to all other parties.
- C. In the event of early termination under Paragraphs VIII. A or B, OMEGA agrees to transfer all documents related to the PROJECT to COUNTY, and cooperate fully in notifying the funding agencies of the transfer.

**IX. No Agency.**

Nothing herein shall be construed to create an agency relationship between the COUNTY and OMEGA, or any employment relationship between OMEGA and COUNTY. OMEGA will not represent to be or hold itself out as an agent or affiliate of the COUNTY at any time during the term of this Agreement and may not enter into agreements or make claims of representation on the COUNTY's behalf.

**X. Time of the Essence.**

The parties agree that, given the timelines set forth for construction and completion of grant requirements that timely performance of their respective duties under this Agreement is essential. OMEGA acknowledges that failure to meet grant administration requirements puts the COUNTY at risk for noncompliance with agency requirements.

**XI. Amendments, Modifications**

This Agreement represents the entire understanding of the scope of services between the COUNTY and OMEGA. No representations were made, nor relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

Page 4 of 5

IN WITNESS WHEREOF, the parties have executed this Agreement on 10-4-2023.

TUSCARAWAS COUNTY COMMISSIONERS

  
Chris Abbuhl, President

  
Kristin Zemis, Vice President

  
Greg Ress, Member

Approved as to form:

  
Kristine Beard  
Prosecuting Attorney

OHIO MID-EASTERN GOVERNMENTS ASSOCIATION

\_\_\_\_\_  
Jeannette M. Wierzbicki, P.E.  
Executive Director

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

**RESOLUTION (864-2023) PAY BILLS**

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

**Meeting Date - October 4, 2023**

**911**

OH State Highway Patrol	LEADS	\$600.00	
			\$600.00

**Auditor**

Treasurer State of Ohio	Perform Audit Sept '23 JFS	\$6,256.60	
			\$6,256.60

**Child Support**

ComDoc Inc	Supplies	\$166.95	
Dominion Energy Ohio	Gas Utility	\$113.62	
Frontier	Service	\$54.47	
Gannett Holdings - Ohio	Subscription	\$322.40	
Staples	Supplies	\$170.12	
Tusc Co Clerk of Courts	IV-D Contract	\$407.15	
			\$1,234.71

**Clerk of Courts**

VEIT	Service	\$211.98	
			\$211.98

**Commissioners**

Charter Communications/Spectrum	Service	\$69.98	
Dennison Depot	Registration	\$50.00	

Dominion Energy	Gas Utility	\$788.24	
Dominion Energy	Gas Utility	\$292.25	
Dominion Energy	Gas Utility	\$224.03	
Dominion Energy	Gas Utility	\$55.33	
Dominion Energy	Gas Utility	\$221.13	
Koorsen Fire & Security	Repair	\$2,035.00	
			\$3,735.96
<b>Common Pleas</b>			
Elizabeth Stephenson	Travel Reimbursement	\$66.76	
Elizabeth Stephenson	Travel Reimbursement	\$146.40	
Staples	Supplies	\$156.67	
			\$369.83
<b>Coroner</b>			
Cuyahoga Co Medical Examiner	Services	\$2,000.00	
Roberts Medical Uniforms	Uniform Pieces	\$63.50	
Tusc Co Health Dept	Fax Service	\$19.30	
			\$2,082.80
<b>Dog &amp; Kennel</b>			
Fairfield Computer Services LLC	Mthly Licensing Software	\$200.00	
			\$200.00
<b>EMA</b>			
US Bank Equipment Finance	Copier Fee	\$98.58	
VEIT	Copier Fee	\$36.58	
			\$135.16
<b>Engineer</b>			
Ace Truck Equipment	Parts	\$35.50	
Advance Auto Parts	Parts	\$9.19	
AEP	Electric Utility	\$2,168.17	
Flynns Tire	Parts/Repair	\$956.00	
Frontier Communications	Service	\$246.24	
Hill International Trucks NA LLC	Parts	\$3,412.86	
Lacal Equipment	Parts	\$5,410.70	
Liniform	Rental Services	\$152.16	
Lowes Business Account	Supplies	\$132.51	
National Lime & Stone	Material	\$1,712.34	
Newton Asphalt	Material	\$3,474.45	
Precision Repair Services Inc	Repairs	\$1,843.35	
Southeastern Equipment Co	Parts	\$674.50	
Triple R Trailer Sales	Parts	\$179.50	
			\$20,407.47
<b>Human Resources</b>			
Gallagher Bassett	Insurance Recovery	\$1,644.57	
			\$1,644.57
<b>Information Technology</b>			
Staples	Supplies	\$65.39	
Staples	Supplies	\$2,408.40	
			\$2,473.79
<b>JFS</b>			
Ashley & Robert Bunton Jr	FP Reimb	\$778.02	
Ashley & Robert Bunton Jr	FP Reimb/Transportation	\$138.00	
Daniel & Natricia Roberts	FP Reimb	\$294.80	
Erik & Tina Kochte	FP Reimb	\$10.66	
Erik & Tina Kochte	FP Reimb/Transportation	\$18.48	
Joshua & Elizabeth Renner	FP Reimb/Transportation	\$36.00	
Kalib & Emalee Winters	FP Reimb	\$145.83	
Kyler Lundholm LPM	Non-Recurring	\$687.50	
Monique Bailey-Et/Al	AA & SAM's	\$18,395.08	

Ronald & Denise Tedrick	FP Reimb	\$185.98	
Timothy & Jacquelyn McDonnell	FP Reimb/Med	\$112.00	
Timothy & Jacquelyn McDonnell	FP Reimb	\$287.44	
			\$21,089.79
<b>Juvenile/Probate</b>			
Independence Business Supply	Supplies	\$142.53	
National College of Probate Judges	Registration	\$500.00	
Staples	Supplies	\$148.43	
Staples	Supplies	\$106.94	
Verizon	Service	\$195.36	
			\$1,093.26
<b>Park</b>			
AEP	Electric Utility	\$164.02	
Blasenhauer Plmb & Htg LLC	Repair/NJC	\$500.00	
Blasenhauer Plmb & Htg LLC	Repair/NJC	\$467.89	
Blasenhauer Plmb & Htg LLC	Repair/NJC	\$771.50	
			\$1,903.41
<b>Prosecutor</b>			
Blooms Printing & Design	Supplies	\$237.00	
			\$237.00
<b>Sheriff</b>			
ACY Communications	Services	\$1,374.00	
Adam Fisher	Reimbursement-Supplies	\$107.00	
Dominion Energy Ohio	Gas Utility	\$2,427.47	
Dutch Creek Foods	Supplies	\$6,312.97	
G&L Supply	Supplies	\$298.68	
JWC Environmental Inc	Repair	\$2,000.00	
Mastercard	Travel Expense	\$24.66	
Mastercard	Training	\$499.00	
Model Uniforms	Services	\$100.00	
Peterman	Water Meter	\$98.00	
Poly-Tech Associates Inc	Services	\$365.00	
PowerDMS Inc	Subscription & Training	\$7,340.19	
Staples	Supplies	\$218.18	
Sysco Food Services Cleveland	Supplies	\$7,317.69	
Uline	Supplies	\$373.09	
United Site Services	Rental	\$118.77	
United Site Services	Rental	\$128.38	
US Bank Equipment Finance	Copier Leases	\$557.93	
Vance Law Enforcement	Ammo	\$601.00	
VEIT	Copier Leases	\$731.85	
Wadsworth Service	Repairs	\$699.23	
			\$31,693.09
		<b>GRAND</b>	
		<b>TOTAL</b>	<b>\$95,369.42</b>


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

**RESOLUTION (865-2023) ADJOURN**

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to adjourn at 9:26 a.m. to meet in Regular session Wednesday, the 11th day of October, 2023.

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

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

  
Chris Abbuhl

  
Kristin Zemis

  
Greg Ress

  
Attest: Rhonda Jordan, Clerk