

# March 27, 2024

## Agenda

*Lord's Prayer*  
*Pledge of Allegiance*

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9:15 a.m. Sexual Assault Awareness & Prevention Month – Melanie Anderson, Victim Advocate Supervisor, COMPASS

9:30 a.m. Child Abuse Prevention Month – Mandy Willett, Executive Director, Noah's Hope Child Advocacy Center

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Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation

Approve Inter-Fund Transfer/Advance

Approve Out of County Travel - EMA

Unencumber Funds – Local Fiscal Recovery Fund – Health Department

Establish Fund – Tuscarawas Board of Developmental Disabilities

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 27<sup>th</sup> DAY MARCH, 2024 WITH THE FOLLOWING MEMBERS PRESENT:

Kristin Zemis  
Greg Ress  
Chris Abbuhl

Commissioner Kristin Zemis presiding.

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

### RESOLUTION (295-2024) APPROVE MINUTES

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress, to approve the minutes from the March 25, 2024 meeting as written.

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

### RESOLUTION (296-2024) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
BA Widder	Sheriff's Office	\$6,876.46

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

**RESOLUTION (297-2024) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
OCED	E-2000-U060-U20	E-2000-U060-U01	\$15,000.00	Amount needed for the Commissioners to contribute towards Community Health Improvement Plan in 2024. This is in collaboration with Healthy Tusc-Tusc Co YMCA

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

**DISCUSSION: SUPPLEMENTAL APPROPRIATIONS – Commissioner Abbuhl stated we have helped the Community Health Improvement Plan for many years. It is a requirement for the hospitals and health departments, however, Healthy Tusc assists with the plan. In previous years, each required organization contributed independently and they all got together and decided to contribute as one entity and asked the Commissioners to be a part of that and share the cost..**

**RESOLUTION (298-2024) INTER-FUND TRANSFER/ADVANCE**

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

From: Children Services to Public Assistance Fund \$200,000.00

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

**RESOLUTION (299-2024) OUT OF COUNTY TRAVEL – EMA**

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

**DATE:** April 4, 2024  
**LOCATION:** Cambridge, OH  
**ATTENDEES:** Kami Stanley  
**USING COUNTY VEHICLE:** Yes  
**EXPENSE:** \$0.00

**REASON:** Guernsey County EMA offering Skywarn Storm Spotter training

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

**RESOLUTION (300-2024) UNENCUMBER FUNDS – LOCAL FISCAL RECOVERY FUND**

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to decrease the allocation from the Local Fiscal Recovery Fund:

It is hereby resolved that the allocated funds of \$150,000 for the Tuscarawas County Health Department residential sewage treatment systems from the Local Fiscal Recover Fund be unencumbered and available for reallocation. The intergovernmental agreement signed by the Commissioners and the Health Department for repair and replacement of home sewage treatment centers is terminated without expenditure.

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

**DISCUSSION: UNENCUMBER FUNDS – HEALTH DEPARTMENT – Commissioner Zemis** stated these funds are being unencumbered at the request of the Tuscarawas County Health Department and Health Commissioner. **Commissioner Abbuhl** added he understood these funds were needed for septic system replacements for people who do not have the finances to be able to complete this type of work. **Commissioner Ress** said it was a shame that these funds were not used for their intended purpose.

**RESOLUTION (301-2024) ESTABLISH FUND-TuscBDD**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to establish an Innovative Technologies Fund to provide a separate accounting for receipts and expenditures for the grant monies received for the grant monies received for projects that will enhance, expand, or strengthen HCBS locally, as required by the grant agreement with Ohio Department of Development Disabilities (DODD), and requested by Nate Kamban, Superintendent. The new fund number will be S41.

**GRANT AGREEMENT  
Innovative Technology Solutions for County Boards & Councils of Government**

This Grant Agreement (the "Agreement") is entered into by and between the Tuscarawas County Board of Developmental Disabilities (hereinafter "Grantee"), (State of Ohio Supplier ID 102619) and the Ohio Department of Developmental Disabilities (hereinafter "Department"), collectively referred to as the "parties."

**WHEREAS**, the Department desires to empower individuals to live and thrive in their communities through investments in housing, technology, and employment services;

**WHEREAS**, the Grantee will develop and implement innovative technologies within service delivery and service operations for individuals with developmental disabilities, such as expanding service delivery, improving business operations, or improving individuals' access to transportation ("the Project");

**WHEREAS**, Section 9817 of the American Rescue Plan Act of 2021 (ARPA) (Pub. L. 117-2) provides qualifying states with a temporary 10 percentage point increase to the federal medical assistance percentage (FMAP) for certain Medicaid expenditures for home and community-based services (HCBS) provided between April 1, 2021, and March 31, 2022. Under ARPA section 9817, states must use the federal funds attributable to the increased FMAP to supplement, not supplant, existing state funds expended for Medicaid HCBS in effect as of April 1, 2021. Additionally, states must use state funds equivalent to the amount of federal funds attributable to the increased FMAP to implement or supplement the implementation of one or more activities to enhance, expand, or strengthen HCBS under the Medicaid program; and

**WHEREAS**, the Department seeks to grant non-federal funds made available from enhanced Medicaid reimbursement earned via Section 9817 of ARPA ("the Grant") to support the Project; and

**WHEREAS**, the Grantee commits to promote strategies that increase the number of individuals who benefit from the use of technology solutions within their homes, increase knowledge and capacity for use of technology solutions within the home, or increase level of knowledge, skill, and comfort of professionals related to assessing how technology may help meet needs or achieve outcomes.

**NOW THEREFORE**, the parties agree as follows:

**Section 1 - Grant of Funds**

**1.1 Grant Amount.** The grant amount awarded for this Project is \$51,500 (\$20,500 in 2024 and \$31,000 in 2025). The grant funds shall be spent in accordance with the budget approved by the Department in the DODD Grants Management System (GMS) for this Project.

**1.2 Activities & Deliverables.** The Grantee shall complete Project activities and deliverables in accordance with the Grantee proposal (Exhibit A), any negotiations agreed to by the Parties regarding Exhibit A, and the Request for Proposal (RFP) (Exhibit B).

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Budget categories are established in DODD's Grant Management System (GMS). Subtotals entered in GMS shall be consistent with and align with the budget established in the Grantee proposal (Exhibit A) and any negotiations agreed to by the Parties regarding Exhibit A.

The Grantee shall submit programmatic reports and financial reports to the Department per the guidelines established in Exhibit C – Grant Reporting Requirements. Financial reports shall be submitted using a Department provided template, which will be made available upon the full execution of the Agreement and establishment of a purchase order.

**1.3 Allowable & Unallowable Costs.** Grantee shall be responsible for performing the responsibilities outlined in this Agreement and the Grantee shall use the Grant funds only for obligations incurred in the performance of the Project as described in this Agreement. Grantee shall refer to Section 1.2 of this Agreement to determine allowable and unallowable costs. Grant funds shall be used to supplement and not supplant current services and costs. Grantees shall not charge any costs to the Grant that are identified as unallowable within the Office of Management and Budget Uniform Guidance, 2 CFR 200.

**Equipment.** Any equipment purchased with Grant funds must be used to support the terms of this Agreement and in accordance with Section 1.2 of this Agreement. Equipment costs shall be tracked and reported as an asset in accordance with local policies and procedures.

**Medicaid Administrative Claiming (MAC).** Grantee shall not include in the county board/COG MAC claim subcontracts and payroll costs paid with Grant funds made available from this Agreement. Within the Random Moment Time Study (RMTS), moments that occur when an employee is:

- Performing work necessary to carry out the administrative requirements set forth in this Agreement, (e.g. submitting expenditure reports, preparing reports required in Section 1.8 of this Agreement, maintaining support documentation) shall be mapped to a non-reimbursable activity code.
- Performing duties that directly support the activities included in Section 1.1 of this Grant to enhance, expand, or strengthen local HCBS programs, shall be mapped to an activity code that corresponds to the activity being performed at the moment.

Grantee is advised to establish procedures locally to comply with this section.

**Supplanting.** For any recurring costs incurred or paid by the Grantee as of the date this Agreement is signed by the Grantee signatory, the Grantee shall not supplant the funding source for these costs with Grant funds.

**1.4 GMS and Security Access.** The Grantee shall use GMS to review and take any necessary actions on the grant budget, submit expense reports, and to view and upload support documentation as required per this Agreement. It is the responsibility of the Grantee to maintain their State of Ohio Supplier ID, which may also be called Payee ID, in order to enter into an Agreement with the Department, receive payment, and access GMS. To maintain the State of Ohio Supplier ID, the Grantee shall work directly in the Ohio Pays portal to update address and payment information as needed using <https://ohiopays.ohio.gov/> and shall promptly notify the DODD Grants Management contact included in Section 6.1 of this Agreement upon any change. The Grantee shall refer to the DODD GMS User Manual available on the Department [website](#) for directions on topics that include requesting access to GMS, assigning and managing user roles, reviewing and managing the grant budget, submitting expense reports and support documentation.

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**1.5 Payment of Funds.** Grantee shall request Grant funds via GMS using the "expense report" functionality. GMS limits the frequency by which Grantees may submit new expense reports to once every twenty-five (25) days. The Department agrees to pay the Grantee for Department approved expense reports within thirty (30) days of submission via GMS. Grantee agrees that lack of timely submission of requests for Grant funds via "expense reports" in GMS, or other documents required by this Agreement, or requested by the Department pertaining to this Agreement, may result in reduced, forfeited, or delayed payment. Payments shall not exceed the Grantee award amount.

Grantees may submit requests for Grant funds prior to incurring Grant expenses. Grantees shall provide services and perform activities related to this grant through June 30, 2025. The final day to submit an expense report to request grant funds is February 14, 2025. The Grantee shall liquidate all Grant funds received no later than July 31, 2025. Any Grants funds unspent as of July 31, 2025 shall be returned to the Department.

If the Grantee fails to perform or otherwise comply with any term or condition of this Agreement, the Department may require the Grantee to repay to the Department any or all grant funds disbursed to the Grantee. The decision to recapture grant funds shall be within the sole discretion of the Department, and shall be based upon review, evaluation, and audit of the Project.

The DODD Program Contact, Thomas Hess, shall verify the Grantee's activities, deliverables, expense reports, and/or supporting documentation. Should the DODD Program Contact change, DODD will notify the Grantee via email.

**1.6 Availability of Funds.** Subject to the provisions of ORC 126.07 and 131.33, the Department represents that it will attempt to obtain the appropriations of necessary funds during the term of this Agreement. The Grantee understands that this Agreement is subject to the availability of funds allocated to the Department by state, federal, and other external funding sources. If funds designated for this Agreement become unavailable during the tenure of this Agreement, the Department's obligations under this Agreement expire and this Agreement will be terminated.

**1.7 Subcontracts.** Grantee may subcontract portions of the work or activities constituting the Project. All subcontracts shall be made subject in all respects to the terms and conditions of this Agreement and the Grantee shall cause the terms of this Agreement to be incorporated by reference into all subcontracts. However, in any event, the Grantee shall be solely responsible for the performance of work and activities set forth herein.

## Section 2 – Term and Termination

**2.1 Term.** This Agreement shall be in effect upon full execution by all parties and terminates on June 30, 2025 and provides for a closeout period through July 31, 2025, unless terminated prior thereto pursuant to this Section.

The Grantee expressly understands that the Department will not disburse payment to the Grantee before the signatures of all parties are completed and an OBM approved Purchase Order has been received.

**2.2 Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written advance notice. Upon the termination of this Agreement, the Department will have no further obligation to disburse Grant Funds. The Grantee, upon receiving notice of termination, will:

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- (a) Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all subcontracts related to terminated Grant activities; and
- (b) Prepare and furnish a report to the Department within sixty (60) days after the termination that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities.

**Section 3 – Record Keeping**

3.1 Maintenance of Records. Copies of all materials produced under or pertaining to this Agreement will be retained by the Grantee and will be made available for audit by state and federal government entities for a minimum of six (6) years after the Grantee receives last payment pursuant to this Agreement. If an audit or litigation is initiated during this time period, the Grantee will retain records until the action is concluded and all issues are resolved, or until the end of the six-year period, whichever is later.

3.2 Accounting. Grant revenue shall be recorded separately in the books and records of the Grantee. The Grantee shall keep its books in a manner consistent with generally accepted accounting principles.

3.3 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, the Grantee shall make available to the Department or its agents all books and records regarding this Agreement and/or the Project which are in the possession or control of the Grantee. The Department and its agents may review, audit, and make copies of such books and records. The Grantee shall include in its agreements with any subcontractor receiving Grant Funds a provision authorizing the Department and its agents access to and the right to review, audit, and copy the books and records of such subcontractor related to its work on the Project.

**Section 4 – Intellectual Property and Publicity**

4.1 Intellectual Property Rights and Title. Any right, title, and interest in any Intellectual Property arising from or attributed to any of the work product undertaken by the Grantee as part of the Project shall belong to the Department. The Grantee shall assert no claim of ownership or license in any of the Intellectual Property.

4.2 Publicity. All written materials, including reports, papers, published articles, promotional pieces, press releases, and other materials referencing this Project and its work shall acknowledge the Department's participation in the Project by name as "The Ohio Department of Developmental Disabilities."

**Section 5 – Grantee represents and warrants the following:**

5.1 Compliance with Federal, State, and Local Laws. The Grantee shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work hereunder.

5.2 Drug-Free Workplace. The parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The parties shall make a good faith effort to ensure that all of their employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

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5.3 Equal Employment. Pursuant to Ohio Revised Code Section 125.111, the Grantee and any subcontractor, and any person acting on its behalf, will not discriminate, by reason of race, color, religion, sex, age, disability, national origin, sexual orientation, veteran status or ancestry against any person qualified and available to perform the work under this Agreement.

5.4 Ethics Laws. The Grantee, and any subcontractor, is currently in compliance and will continue to comply with the requirements of Ohio Ethics law as provided in Chapter 102 of the Ohio Revised Code.

5.5 Election Laws. The Grantee, and any subcontractor, is currently in compliance and will continue to comply with Ohio Elections law, Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code.

5.6 Findings for Recovery. The Grantee, and any subcontractor, is not subject to an "unresolved" finding for recovery under Section 9.24 of the Ohio Revised Code. If this warranty is deemed to be false, this Agreement is void and the party who is subject to the finding must immediately repay to the other party any funds paid under this Agreement.

5.7 Health Care Laws. Neither the Grantee nor its employees are excluded from participation under any federal health care programs. The Grantee shall notify the Department of any exclusions or other adverse action within five (5) business days of learning of such exclusion or adverse action.

5.8 Suspension and Debarment. Grantee represents and warrants that it is not debarred from consideration for awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Grantee shall immediately repay to the Department any funds paid under this Agreement.

5.9 HIPAA. The Grantee  IS or  IS NOT a "business associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 CFR 160.03. If the parties are business associates then the parties shall comply with Addendum B.

5.10 Electronic Signatures. The Department shall email this Agreement and Grant Exhibits to the Grantee signatory via the electronic signature solution, OneSpan. Grantee may complete and electronically sign the documents as required using OneSpan. The Department shall only accept electronic signatures provided in OneSpan. The Grantee signatory will receive a notification via OneSpan when a copy of the fully executed agreement is available for download. Access to the fully executed agreement within OneSpan is available until a purchase order is issue by the Department.

**Section 6 – General Provisions**

6.1 Prior Agreements. The terms and conditions set forth in this Agreement constitute the entire understanding between the parties with respect to the matter contained herein and supersede all prior agreements and representations whether written or oral.

6.2 Assignment. This Agreement can only be modified by a written amendment signed by both parties. This Agreement may not be assigned by either Party without the prior written consent of the other.

6.3 State Laws. This agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

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**Section 7 – Notice**

7.1 All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon mailing and shall be sent to the addresses set forth below:

Thomas Hess, DODD, Program Contact, [thomas.hess@dodd.ohio.gov](mailto:thomas.hess@dodd.ohio.gov)  
Atondira GheeStewart, DODD, Fiscal Contact, [Atondira.GheeStewart@dodd.ohio.gov](mailto:Atondira.GheeStewart@dodd.ohio.gov)  
Nate Kamban, Tuscarawas CBDD, Superintendent, [nkamban@tuscbdd.org](mailto:nkamban@tuscbdd.org)

**Section 8 – Prohibition of the Expenditure of Public Funds for Offshore Services**

8.1 No State Cabinet Agency, Board or Commission will enter into any Agreement to purchase services provided outside of the United States or that allows State data to be sent, take, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Grantee, or their Subcontractor, performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Grantee for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order (2022-02D) is no longer effective.

The Grantee must complete the attached Affirmation and Disclosure Form (2019-12D & 2022-02D) affirming the Grantee understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Grantee changes the location(s) disclosed on the Affirmation and Disclosure Form, Grantee must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

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**Section 9 – Incorporation of Ancillary Documents**

9.1 Ancillary Documents.

The following documents are attached to the Agreement and are incorporated into it by reference.

- Exhibit A Grantee Proposal
- Exhibit B DODD Innovative Technology Solutions SFYs24-25 Request for Proposal
- Exhibit C Grant Reporting Requirements
- Addendum A Affirmation and Disclosure Form

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day specified in Section 2.1 of this Agreement.

Kimberly Hauck  
Ohio Department of Developmental Disabilities  
Director

E-SIGNED by Kimberly Hauck  
By: \_\_\_\_\_  
on 2024-01-03 13:13:49 GMT  
Date: 2024-01-03 13:13:49 UTC

Nate Kamban  
Tuscarawas CBDD  
Superintendent

E-SIGNED by Nate Kamban  
By: \_\_\_\_\_  
on 2024-01-02 15:18:19 GMT  
Date: 2024-01-02 15:18:19 UTC

Steven Beha  
Ohio Department of Developmental Disabilities  
Deputy Director

E-SIGNED by Steven Beha  
By: \_\_\_\_\_  
on 2024-01-02 19:32:22 GMT  
Date: 2024-01-02 19:32:22 UTC

A.G.

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**Resolution to Establish Innovative Technologies Fund**

**Whereas**, the Tuscarawas County Board of Developmental Disabilities (TuscBDD) entered into a grant agreement with the Ohio Department of Developmental Disabilities (DODD), dated January 3, 2024; and

**Whereas**, the American Rescue Plan Act of 2021 (ARPA) provided qualifying states with a temporary 10 percentage point increase to the federal medical assistance percentage (FMAP) for certain Medicaid expenditures for home and community-based services (HCBS), and states must use state funds equivalent to the amount of federal funds attributable to the increased FMAP to implement or supplement the implementation of one or more activities to enhance, expand, or strengthen HCBS under the Medicaid program; and

**Whereas**, section 3.2 of said agreement requires grant funds to "be recorded separately in the books and records of TuscBDD;" and

**Whereas**, Ohio Rev. Code § 5705.09(F) authorizes the establishment of "a special fund for each class of revenue derived from a source other than the general property tax, which the law requires be used for a particular purpose."

**Therefore, be it resolved**, by the Tuscarawas County Board of Developmental Disabilities, that we hereby request the Tuscarawas County Board of County Commissioners establish an Innovative Technologies Fund to provide a separate accounting for receipts and expenditures for the grant monies received for projects that will enhance, expand, or strengthen HCBS locally, as is required through section 3.2 of the aforementioned grant agreement.

Motion: **Andrea Legg** Second: **Julie Brinkman**

Roll Call:	<u>Yea</u>	<u>Nay</u>
Kathleen Arthurs	x	
Lucinda Bihari	x	
Julie Brinkman	x	
Thomas Fantin	x	
Andrea Legg	x	
Donna Wayt	x	
Ryan Yoss	x	

The President declares the motion **carried**.

Date: March 25, 2024

This is a true and accurate record of the motion as approved by the Board on February 26, 2024.

*Lisa Sidoti*  
Lisa Sidoti, Executive Administrative Director

Tuscarawas County Board of Developmental Disabilities, TuscBDD Service and Support Center  
610 Commercial Avenue SW, New Philadelphia, OH 44663-9365 • Phone: (330) 308-7173

**AUDITOR OF STATE  
REQUEST FOR FUND APPROVAL**

**Entity:** Tuscarawas County Board of Developmental Disabilities

**Fiscal Officer:** Tyler Smith, Director of Business Operations

**Phone No.:** (330) 663-3502

**Request Date:** March 25, 2024

**Fund Requested:** Innovative Technology Solutions Grant

**Purpose of Fund:** To purchase a wide range of assistive technology devices, to solicit a remote supports provider to be available for overnight stays and respite opportunities and to pick-up costs of other allowable costs not reimbursable via other funding source:

**Sources of Revenue:** Non-federal funding made available from eFMAP reimbursements earned via Section 9817 of ARPA.

**Anticipated Expenditures (Types):** Assitive Technology Devices, Remote Supports Provider Costs, Other Costs

**NOTE:** Please attach a copy of the resolution requesting approval to establish the fund.

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

**RESOLUTION (302-2024)**

**PAY BILLS**

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

**911**

Frontier	Service	\$285.67	
Frontier	Service	\$238.14	
Ohio State Highway Patrol	LEADS	\$600.00	
			\$1,123.81

**Auditor**

Mobile Meals	Healthy Aging Grant	\$56,936.00	
Tusc Co Committee on Aging	Healthy Aging Grant	\$190,003.00	
			\$246,939.00

**Clerk of Courts**

AT&T	Service	\$104.87	
Frontier	Service	\$55.12	
Jeanne Stephen	Travel Reimbursement	\$117.60	
			\$277.59

**Commissioners**

AEP	Electric Utility	\$452.54	
AEP	Electric Utility	\$417.00	
Fenton Bros Electric Inc	Supplies	\$62.40	
Frontier	Service	\$624.14	
Frontier	Service	\$227.48	
G & L Supply	Supplies	\$1,366.09	
Henry Htg & Cooling	Repair	\$167.45	
Henry Htg & Cooling	Repair	\$102.55	
Muskingum Co Juvenile Detention Ctr	2nd Qtr 2024 Services	\$58,250.00	
ODP Business Solutions LLC	Supplies	\$48.04	
ODP Business Solutions LLC	Supplies	\$1.61	
Peterman Plumbing & Heating	Repair	\$400.00	
US Post Office	Business Reply Mail Costs	\$1,000.00	
			\$63,119.30

**Community & Economic Development**

Scott Reynolds	Travel Reimbursement	\$86.76	
			\$86.76

**Coroner**

Cuyahoga Co Medical Examiner	Services	\$2,000.00	
Johnson Printing	Supplies	\$482.00	
Trinity Twin City Hospital	Services	\$276.00	
Tusc Co CSEA	Utilities Jan/Feb	\$288.04	
			\$3,046.04

**Dog & Kennel**

Office Depot Business	Supplies	\$84.65	
Schoenbrunn Landscaping	Services	\$621.94	
			\$706.59

**EMA**

Jennifer James	Travel Reimbursement	\$139.83	
			\$139.83

**Engineer**

Clark Company/Clark Clay Co	Material	\$244.74	
Galicks	Supplies	\$252.00	
Steve McQueen	Parts	\$109.99	
Stony Point Supply	Supplies	\$143.00	
			\$749.73



**Human Resources**

Kris Lowdermilk	Travel Reimb/1st Qtr 2024	\$69.60	
			\$69.60

**JFS - H00**

Access Tusc Transit	Transportation 2/24	\$16,127.10	
Action NOW Services Inc	Pest Control	\$55.00	
Amazon Capital Services	Write Out Correction Tape	\$35.16	
Anthony Farrow - Et/Al	Feb 2024 Net Mileage	\$9,082.20	
Auman Inc	Van #2 - Repairs	\$1,677.50	
Benjamin & Emily Lippert	FP Transportation	\$22.80	
Capital One	Supplies	\$76.23	
CBTS	Phone System	\$1,689.96	
Frontier	Fire Lines	\$117.24	
G & L Supply Co	Supplies	\$713.62	
G & L Supply Co	Supplies	\$344.70	
Go Shred	Services	\$138.75	
Horizons of Tuscarawas & Carr	2nd Half Feb 2024 Transprt	\$16,532.24	
Huntington National Bank	Trans Software	\$395.00	
Huntington National Bank	CNF Call/ADOBE/Microsoft	\$151.25	
Lexisnexis Risk Solutions	Background Checks	\$339.00	
Menards	Supplies	\$82.07	
Menards	Faucet Parts/Cleaners	\$235.30	
Middaugh Printing	Business Cards	\$380.00	
ODP Business Solutions LLC	Paper	\$394.90	
Propio Language Services LLC	Interpreters	\$725.31	
Quadient Inc	Ink for Postage Machine	\$400.90	
Quadient Leasing USA Inc	Postage Machine Lease	\$594.75	
TCFCFC	PRC/Wrap Around	\$460.88	
Tusc Co Commissioners	Cost Allocations - 3/2024	\$9,588.00	
Tusc Co Commissioners	Cost Allocations - 3/2024	\$4,347.70	
Tusc Co Commissioners	3/24 Rent/Utilities Jan-Feb	\$3,458.22	
Tusc Co Sheriff	Feb 2024 Fuel	\$196.42	
Tusc Co Water & Sewer Dept	Due 4/5/24 Sub Station	\$150.00	
Tuscora Electric Supply Co	Supplies	\$85.33	
US Postal Service	Postage for Machine	\$2,500.00	
VEIT	Copiers	\$1,540.05	
Wells Fargo Financial Leasing Inc	Contract Services	\$611.98	
			\$73,249.56

**Juvenile/Probate**

TRACO Business Systems	Supplies	\$147.15	
Vital Records Holdings LLC	Services	\$2,978.47	
Vital Records Holdings LLC	Services	\$2,087.33	
			\$5,212.95

**Public Defender**

AEP	Electric Utility	\$422.69	
Starlight Enterprises Inc	Services Feb '24	\$400.00	
Susan Lattorre	Interpreter Services	\$30.00	
Tusc County Commissioners	April '24 Rent	\$1,381.45	
Tusc County Treasurer	Cost Allocation Jan-Mar '24	\$9,410.49	
Wells Fargo Financial Leasing Inc	Copier Contract	\$45.00	
Zashin & Rich Co LPA	Legal Fees	\$1,942.50	
			\$13,632.13

**Sheriff**

AEP	Electric Utility	\$10,447.89	
BA Widder	Services	\$6,876.46	
CLP Services	Contract Services	\$135.00	
Diamond Drugs Inc	Supplies	\$9,145.15	

Fenton Bros Electric Inc	Supplies	\$69.12	
Frontier	Service	\$2,866.24	
Fulton & Associates	Testing	\$2,950.00	
Helbling's Supply Inc	Equipment	\$58.32	
OH Dept of Commerce-Div Ind			
Complc	Inspection Fee	\$204.75	
Shoup's	Contract Services	\$3,332.65	
Staples	Equipment	\$307.02	
Staples	Supplies	\$130.36	
Thomas A Perkowski DO LTC	Services	\$160.00	
Verizon Wireless	MiFi	\$240.66	
Zashin & Rich Co LPA	Legal Counsel	\$1,034.50	
			\$37,958.12
<b>Treasurer</b>			
CTAO	Registration	\$279.93	
CTAO	Registration	\$20.07	
			\$300.00
<b>Water &amp; Sewer</b>			
AEP	Electric Utility	\$204.43	
AEP	Electric Utility	\$1,708.26	
Frontier	Service	\$67.61	
Frontier	Service	\$55.75	
Hawkins Water Treatment Group	Services	\$70.00	
Koorsen Fire & Security	Services	\$525.50	
Koorsen Fire & Security	Services	\$525.50	
Northeast Ohio Natrl Gas Corp	Gas Utility	\$228.89	
Ohio Real Title	Real Estate Purch Agreement	\$19,800.00	
Ohio Real Title	Real Estate Purch Agreement	\$25.26	
RJ Wright & Sons	Fuel	\$3,403.30	
Summer Rubber Co	Materials	\$26.08	
Verizon Wireless	Service	\$428.66	
			\$27,069.24
	<b>GRAND TOTAL</b>		<b>\$473,680.25</b>

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

**OTHER BUSINESS: Commissioner Abbuhl** stated the Commissioners attended the Ohio Mid-Eastern Governments Association (OMEGA) meeting and there was a lot of good information passed around. There are a lot of funding sources and various ways to tap in to funding. We are already working on getting some funding from OMEGA to do some transformational projects within the County. In the past we have done the trails, downtown revitalization, transportation and a variety of different things. I think we have submitted a very good package. We are ready for Columbus to make their decisions.

**RESOLUTION (303-2024) RECESS**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to recess at 9:09 a.m., for the purpose of the Sexual Assault Awareness & Prevention Proclamation.

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

*Commissioner Zemis called the meeting out of recess at 9:16 a.m. and back into Regular Session.*

**PROCLAMATION: SEXUAL ASSAULT AWARENESS & PREVENTION MONTH – Molly McMath, Executive Director, COMPASS, and Melanie Anderson, Victim Advocate Supervisor, COMPASS were present for the reading of the Sexual Assault Awareness & Prevention Month Proclamation. Ms. McMath stated Sexual assault is one of the most under-reported crimes there is. In 2023, COMPASS provided services for intervention, counseling and prevention assistance to over 5,400 people in Tuscarawas, Stark and Carroll counties. This is a crime that people do not like to talk about. It is never a good conversation to have with anyone. April 25<sup>th</sup>, there will be a “Take Back the Night” event held in the square of New Philadelphia at 6:30 p.m. There will be a short program and then there will be a walk as night starts to fall.**

The Clerk read the Proclamation onto the record.

**RESOLUTION (304-2024) PROCLAMATION – SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH**

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following resolution proclaiming April as Sexual Assault Awareness and Prevention Awareness Month.



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

**PROCLAMATION: CHILD ABUSE PREVENTION MONTH – Mandy Willett, Executive Director, Noah’s Hope, Psalm Steffen, Noah’s Hope and Nichole John, Social Service Supervisor and Forensic Interviewer, Job and Family Services (JFS),** were present for the reading of the Child Abuse Prevention Month Proclamation. **Ms. John** stated last year, JFS had about 1,481 calls. There was a total of 313 investigations. Of those investigations, 577 were adults and 626 children. This resulted in 62 children being placed in Foster Care. There are about 128 children in Foster Care at this time. The sexual abuse cases get transferred to Noah’s Hope to be further investigated with all of the appropriate agencies. Families also get connected with resources.

**Ms. Willett** added Noah’s Hope has served 179 children in 2023. The numbers have continued to climb throughout the years. The partnerships we have with Law Enforcement, JFS, and COMPASS helps a lot. In the near future we are going start Prevention Programs at the schools. We have attended training, but the government lost the funding, so we are still looking for a program.

**Commissioner Abbuhl** presented a picture taken in Columbus at the County Commissioners Association of Ohio (CCAO). Mr. Abbuhl is also the president. It was a picture of everyone wearing blue at the state level to represent Child Abuse Prevention Month.

The Clerk read the Proclamation onto the record.

**RESOLUTION (305-2024) PROCLAMATION – CHILD ABUSE PREVENTION MONTH**

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the following resolution proclaiming April as Child Abuse Prevention Awareness Month.



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

**RESOLUTION (306-2024) ADJOURN**

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to adjourn at 9:42 a.m. to meet in Regular session Monday, the 1<sup>st</sup> day of April, 2024.

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

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

  
\_\_\_\_\_  
Kristin Zemis

  
\_\_\_\_\_  
Greg Ress

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

  
\_\_\_\_\_  
Attest: Rhonda Jordan, Clerk