

April 15, 2024

Agenda

Lord's Prayer
Pledge of Allegiance

1:15 p.m. Ian Morrow - Outstanding High School Teacher of the Year – Newcomerstown High School
1:30 p.m. Hayden Dakin – Best in Show Spring Arts/Science Fair – Newcomerstown High School
1:45 p.m. Carrie Kunkle – Outstanding High School Teacher – Claymont High School

Approve Minutes

Approve Supplemental Appropriation

Approve Inter-Fund Transfer/Advance

Authorize Participation – ODOT Road Salt Contracts for 2024 – Engineer

Declare Obsolete – Office Equipment – Sheriff's Office
Declare Obsolete – Office Equipment - IT

Adopt the Petition from Washington Township for Alley Vacations – Fossett & Spring Alley
Adopt the Petition from Washington Township for Alley Vacation – Chestnut Alley

Approve Legal Ad for Time of Viewing & Public Hearing – Washington Twp Alley Vacations

Remove From Table – Donation for Community Health Program Plan – Tusc. Health Dept.

Approve Donation – Community Health Improvement Plan – Tusc. Health Dept.

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION
MONDAY, THE 15th DAY APRIL, 2024 WITH THE FOLLOWING MEMBERS PRESENT:

Kristin Zemis
Greg Ress
Chris Abbuhl

Commissioner Kristin Zemis presiding.

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

RESOLUTION (361-2024) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the minutes from the April 10, 2024 meeting as written.

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

RESOLUTION (362-2024) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Southern District Court	E-1480-S058-S10	E-1480-S058-S04	\$8,600.00	Service Contract for Pioneer 360
OCED	E-1620-S090-S10	E-1620-S090-S01	\$200.00	Amount needed to cover the administration fees for the Enterprise Zone Fund
Board of DD	E-1420-S050-S40	E-1420-S050-S21	\$12,000.00	To provide needed appropriations for 2024 repair projects
Board of DD	E-1420-S050-S40	E-1420-S050-S39	\$25,000.00	Needed for startup money for new fund (S41)

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

RESOLUTION (363-2024) 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: Co. General to Capital Projects \$1,500,000.00
Co. General to Insurance Trust \$500,000.00

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

RESOLUTION (364-2024) AUTHORIZE PARTICIPATION – ODOT ROAD SALT CONTRACTS 2024 - ENGINEER

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress, to authorize Doug Bachman, County Engineer to participate in the ODOT Road Salt Contracts Awarded in 2024:


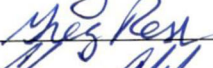
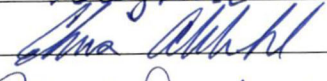
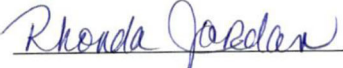
**AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2024**

WHEREAS, the Tuscarawas County Commissioners (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party’s own errors, actions, and failures to act.
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 3rd, **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email:

Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

	_____ Kristin Zemis, Commissioner	<u>APR 15 2024</u>	Approval Date
	_____ Greg Ress, Commissioner	<u>APR 15 2024</u>	Approval Date
	_____ Chris Abbuhl, Commissioner	<u>APR 15 2024</u>	Approval Date
	_____ Rhonda Jordan, Clerk	<u>APR 15 2024</u>	Approval Date

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 3rd, 2024.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

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

RESOLUTION (365-2024) OBSOLETE PROPERTY – OFFICE EQUIPMENT – SHERIFF'S OFFICE

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

2	1915	Wooden Storage Boxes	Didn't Sell	Trash
1	1914	HP Jet Pro Printer	Didn't Sell	Trash
3	1916	Plastic Prisoner Transport Seats	Didn't Sell	Trash
1 Lot	1913	Weight Lifting Equipment	Didn't Sell	Trash

The items will be disposed of in accordance to ORC.

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

RESOLUTION (366-2024) OBSOLETE PROPERTY – OFFICE EQUIPMENT – INFORMATION TECHNOLOGY

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

1 Dell P2224H Monitor SN# TH-0FY8M0-TVH00-396-05XB-A01

The items will be disposed of in accordance to ORC.

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

**RESOLUTION (367-2024)
TUSCARAWAS COUNTY BOARD OF COMMISSIONERS**

IN THE MATTER OF THE VACATION OF FOSSETT ALLEY AND SPRING ALLEY,
WASHINGTON TOWNSHIP, TOWN OF GILMORE, TUSCARAWAS COUNTY, OHIO
FIXING TIME AND PLACE OF VIEW AND FINAL HEARING
AND NOTICE ON PUBLIC ROAD VACATION

The Board of Tuscarawas County Commissioners met in regular session on the 10th day of April, 2024, with the following members present: Chris Abbuhl, Kristin Zemis, and Greg Ress.

Commissioner Ress, moved the adoption of the following:

Resolution

Whereas, a petition signed by the Washington Township Board of Trustees passed on February 26, 2024 (Township Resolution 02-26-2024-1) has been presented to the Board of Commissioners requesting the Board to vacate the alley way of Fossett Alley and Spring Alley in Gilmore, Ohio.

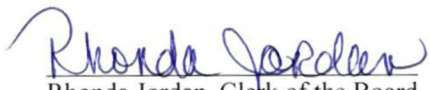
Be It Resolved, that May 13, 2024, at 10:00 a.m., shall be fixed as the date and time for the Board of Commissioners to view the proposed vacation, on which date the Board will meet at the site to review the requested vacation;

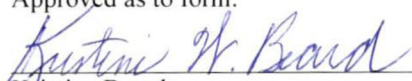
Be It Further Resolved, that May 13, 2024, at 1:30 p.m., shall be fixed as the date of the final hearing at the offices of the Tuscarawas County Commissioners.

Be It Further Resolved, that the Clerk of this Board is directed to give notice of the time and place for both the viewing and the hearing, by publication, once a week for two consecutive weeks in *The Times Reporter*, a newspaper published and having a general circulation in Tuscarawas County, the Washington Township Board of Trustees, PO Box 533, Newcomerstown, OH 43832 by certified mail return receipt requested and the adjacent property owners of the above-mentioned allies.

Commissioner Abbuhl, seconded the Resolution and the roll call being called upon its adoption, the vote resulted as follows:

- Kristin Zemis - yes
- Greg Ress - yes
- Chris Abbuhl - yes


Rhonda Jordan, Clerk of the Board

Approved as to form:

Kristine Beard
Assistant Prosecuting Attorney
Tuscarawas County, Ohio

RESOLUTION NO. 02.26.2024-1
RESOLUTION AUTHORIZING VACATION OF ALLEYWAYS IN GILMORE

BE IT RESOLVED by the Board of Trustees of Washington Township, County of Tuscarawas, State of Ohio, as follows:

A Resolution of Township Approval for the Vacation of Alleyways in Gilmore presented on survey documents reviewed and signed by Trustees.

SECTION I: Said resolution will be effective 2.26.2024

Resolution will be effective as of February 26th, 2024 upon passage.

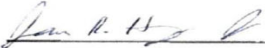
Notion to approve made by James Hagan Jr and seconded by Jacob Hursey. All Trustees present were in favor.


Passed : 2.26.2.24

Attest:


Kevin Fenton, Trustee


Jacob Hursey, Trustee


James Hagan Jr, Trustee


Dee Stocker, Fiscal Officer



Douglas N. Bachman, P.E., P.S.
Tuscarawas County Engineer
832 Front Avenue SW, New Philadelphia, OH 44663
Phone: (330) 339-6648 Email: engineer@co.tuscarawas.oh.us

March 7, 2024

Engineer's Report – Vacation of abandoned alleys in Gilmore (Washington Township)

Tuscarawas County Commissioners,

The Washington Township Trustees desire to vacate the following abandoned alley right of ways located in the unincorporated Town of Gilmore: **A portion of Chestnut Alley, a portion of Fossett Alley and a portion of Spring Alley.**

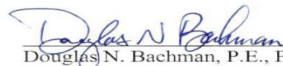
In accordance with Ohio Revised Code Section 5553.06, please accept this letter as notice that the Tuscarawas County Engineer supports this vacation request.

Attached is **Washington Township Resolution No. 20.26.2024-1** dated February 26, 2024 serving as their petition to vacate, the legal descriptions and plats of right of way to be vacated. A list of property owners affected by the proposed vacation are also attached.

Next up is the legal notice with the public viewing and hearing dates, property owner notification and the Commissioners approval/disapproval of the proposed vacation.

If you require additional details, please let me know.

Respectfully,


Douglas N. Bachman, P.E., P.S.
Tuscarawas County Engineer
3/28/24

Samuel C. Ward, P.S.
Randall A. Emler, P.S.

WARD & EMLER SURVEYING, INC.
Professional Land Surveyors
113 Third Street SE
New Philadelphia OH 44663-2512
(330) 364-5866
Email: wesurvey@frontier.com
Website: www.surveyorsohio.com

James R. Fouts, P.S.
R. Aaron Wells, P.S.

March 14, 2024

**Description of a 0.058 Acre Tract
To be Vacated to
PN 67-00457.000**

Situated in the Township of Washington, the County of Tuscarawas, the State of Ohio.

Being a part of Spring Alley and part of Fossett Alley in the Town of Gilmore as set forth in Deed Volume 26, Page 36 with the part to be vacated being more fully described as follows:

Commencing at a point at the southeast corner of Lot 43 being also the **TRUE PLACE OF BEGINNING** of the tract herein described;

Thence with the west line of Gilmore Road SE -f.k.a. Blake Street, S 1°26'09" W, 8.25 feet to a point;

Thence with the center of Fossett Alley, N 88°54'49" W, 206.25 feet to a point at the intersection of the center of said alley and the center of Spring Alley;

Thence with the center of Spring Alley, N 1°26'09" E, 107.54 feet to a point;


Thence S 88°52'10" E, 8.25 feet to a point at the northwest corner of Lot 42;

Thence with the west line of Lot 42 and with the west line of Lot 43 being also the east line of Spring Alley, S 1°26'09" W, 99.28 feet to a point at the southwest corner of Lot 43;

Thence with the south line of said lot being also the north line of Fossett Alley, S 88°54'49" E, 198.00 feet to the **TRUE PLACE OF BEGINNING**, containing **0.058 acre** more or less, but subject to all legal highways, rights-of-way, easements, leases and restrictions of record.

Bearings herein are oriented to the Ohio State Plane Coordinate System – North Zone – NAD 83. All iron pins set are 5/8"x30" re-bars with yellow plastic caps stamped "Ward 7356".

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in March 2024.


Samuel C. Ward
Professional Surveyor #7356

Samuel C. Ward, P.S.
Randall A. Emler, P.S.

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James R. Fouts, P.S.
R. Aaron Wells, P.S.

March 14, 2024

**Description of a 0.049 Acre Tract
To be Vacated to
PN 67-00458.000**

Situated in the Township of Washington, the County of Tuscarawas, the State of Ohio.

Being a part of Spring Alley and part of Fossett Alley in the Town of Gilmore as set forth in Deed Volume 26, Page 36 with the part to be vacated being more fully described as follows:

Commencing at a point at the northeast corner of Lot 44 being also the **TRUE PLACE OF BEGINNING** of the tract herein described;

Thence with the north line of said lot being also the south line of Fossett Alley, N 88°54'49" W, 198.00 feet to a point at the northwest corner of Lot 44;

Thence with the west line of said lot being also the east line of Spring Alley, S 1°26'09" W, 49.64 feet to the southwest corner of Lot 44;

Thence N 88°56'08" W, 8.25 feet to a point in the center of Spring Alley;

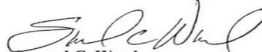
Thence with the center of said alley N 1°26'09" E, 57.90 feet to a point at the intersection of said alley and the center of Fossett Alley;

Thence with the center of Fossett Alley, S 88°54'49" E, 206.25 feet to a point on the west line of Gilmore Road SE, f.k.a. Blake Street;

Thence with said line, S 1°26'09" W, 8.25 feet to the **TRUE PLACE OF BEGINNING**, containing **0.049 acre** more or less, but subject to all legal highways, rights-of-way, easements, leases and restrictions of record.

Bearings herein are oriented to the Ohio State Plane Coordinate System – North Zone – NAD 83. All iron pins set are 5/8"x30" re-bars with yellow plastic caps stamped "Ward 7356".

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in March, 2024.


Samuel C. Ward
Professional Surveyor #7356

Samuel C. Ward, P.S.
Randall A. Emler, P.S.

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James R. Fouts, P.S.
R. Aaron Wells, P.S.

March 14, 2024

**Description of a 0.009 Acre Tract
To be Vacated to
PN 67-00941.000**

Situated in the Township of Washington, the County of Tuscarawas, the State of Ohio.

Being a part of Spring Alley in the Town of Gilmore as set forth in Deed Volume 26, Page 36 with the part to be vacated being more fully described as follows:

Commencing at a 5/8" iron pin capped "Ward 7356" (found) at the southwest corner of Lot 45 being also the **TRUE PLACE OF BEGINNING** of the tract herein described;

Thence N 88°57'28" W, 8.25 feet to a point in the center Spring Alley;

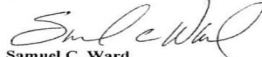
Thence with the center of said alley N 1°26'09" E, 49.65 feet to a point;

Thence S 88°56'08" E, 8.25 feet to a point at the northwest corner of Lot 45;

Thence with the west line of said lot being also the east line of Spring Alley, S 1°26'09" W, 49.64 feet to the **TRUE PLACE OF BEGINNING**, containing 0.009 acre more or less, but subject to all legal highways, rights-of-way, easements, leases and restrictions of record.

Bearings herein are oriented to the Ohio State Plane Coordinate System – North Zone – NAD 83. All iron pins set are 5/8"x30" re-bars with yellow plastic caps stamped "Ward 7356".

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in March 2024.


Samuel C. Ward
Professional Surveyor #7356

Samuel C. Ward, P.S.
Randall A. Emler, P.S.

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James R. Fouts, P.S.
R. Aaron Wells, P.S.

March 14, 2024

**Description of a 0.009 Acre Tract
To be Vacated to
PN 67-00193.000**

Situated in the Township of Washington, the County of Tuscarawas, the State of Ohio.

Being a part of Spring Alley in the Town of Gilmore as set forth in Deed Volume 26, Page 36 with the part to be vacated being more fully described as follows:

Commencing at a 5/8" iron pin capped "Ward 7356" (found) at the northwest corner of Lot 46 being also the **TRUE PLACE OF BEGINNING** of the tract herein described;

Thence with the west line of said lot being also the east line of Spring Alley, S 1°26'09" W, 49.64 feet to a 5/8" iron pin capped "Ward 7356" (found) at the southwest corner of Lot 46;


Thence N 88°58'48" W, 8.25 feet to a point in the center of Spring alley;

Thence with the center of said alley, N 1°26'09" E, 49.65 feet to a point;

Thence S 88°57'28" E, 8.25 feet to the **TRUE PLACE OF BEGINNING**, containing 0.009 acre, but subject to all legal highways, rights-of-way, easements, leases and restrictions of record.

Bearings herein are oriented to the Ohio State Plane Coordinate System – North Zone – NAD 83.

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in March 2024.


Samuel C. Ward
Professional Surveyor #7356

Samuel C. Ward, P.S.
Randall A. Emler, P.S.

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James R. Fouts, P.S.
R. Aaron Wells, P.S.

March 14, 2024

**Description of a 0.050 Acre Tract
To be Vacated to
PN 67-00467.000**

Situated in the Township of Washington, the County of Tuscarawas, the State of Ohio.

Being a part of Spring Alley in the Town of Gilmore as set forth in Deed Volume 26, Page 36 with the part to be vacated being more fully described as follows:

Commencing at a 5/8" iron pin capped "Ward 7356" (found) at the southwest corner of Lot 46;

Thence N 88°58'48" W, 8.25 feet to a point in the center of Spring Alley being also the **TRUE PLACE OF BEGINNING** of the tract herein described;

Thence continuing N 88°58'48" W, 8.25 feet to an iron pin (set) on the west line of Spring Alley;

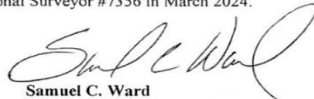
Thence with said line being also the east line of Outlot 4, N 1°26'09" E, 264.75 feet to an iron pin (set);

Thence S 88°52'10" E, 8.25 feet to a point in the center of Spring Alley;

Thence S 1°26'09" W, 264.74 to the **TRUE PLACE OF BEGINNING**, containing 0.050 acre more or less, but subject to all legal highways, rights-of-way, easements, leases and restrictions of record.

Bearings herein are oriented to the Ohio State Plane Coordinate System – North Zone – NAD 83.

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in March 2024.



Samuel C. Ward
Professional Surveyor #7356

**RESOLUTION (368-2024)
TUSCARAWAS COUNTY BOARD OF COMMISSIONERS**

**IN THE MATTER OF THE VACATION OF CHESTNUT ALLEY, WASHINGTON TOWNSHIP,
TOWN OF GILMORE, TUSCARAWAS COUNTY, OHIO
FIXING TIME AND PLACE OF VIEW AND FINAL HEARING
AND NOTICE ON PUBLIC ROAD VACATION**

The Board of Tuscarawas County Commissioners met in regular session on the 10th day of April, 2024, with the following members present: Chris Abbuhl, Kristin Zemis, and Greg Ress.

Commissioner Ress, moved the adoption of the following:

Resolution

Whereas, a petition signed by the Washington Township Board of Trustees passed on February 26, 2024 (Township Resolution 02-26-2024-1) has been presented to the Board of Commissioners requesting the Board to vacate the alley way of Chestnut in Gilmore, Ohio.

Be It Resolved, that May 13, 2024, at 10:00 a.m., shall be fixed as the date and time for the Board of Commissioners to view the proposed vacation, on which date the Board will meet at the site to review the requested vacation;

Be It Further Resolved, that May 13, 2024, at 1:15 p.m., shall be fixed as the date of the final hearing at the offices of the Tuscarawas County Commissioners.


Be It Further Resolved, that the Clerk of this Board is directed to give notice of the time and place for both the viewing and the hearing, by publication, once a week for two consecutive weeks in *The Times Reporter*, a newspaper published and having a general circulation in Tuscarawas County, the Washington Township Board of Trustees, PO Box 533, Newcomerstown, OH 43832 by certified mail return receipt requested and the adjacent property owners of the above-mentioned alley.

Commissioner Ress seconded the Resolution and the roll call being called upon its adoption, the vote resulted as follows:

Kristin Zemis - yes
Greg Ress - yes
Chris Abbuhl - yes


Rhonda Jordan, Clerk of the Board

Approved as to form:


Kristine Beard
Assistant Prosecuting Attorney
Tuscarawas County, Ohio

RESOLUTION NO. 02.26.2024-1
RESOLUTION AUTHORIZING VACATION OF ALLEY WAYS IN Gilmore

BE IT RESOLVED by the Board of Trustees of Washington Township, County of Tuscarawas, State of Ohio, as follows:

A Resolution of Township Approval for the Vacation of Alley ways in Gilmore presented on survey documents reviewed and signed by Trustees.


SECTION I: Said resolution will be effective 2.26.2024

Resolution will be effective as of February 26th, 2024 upon passage.

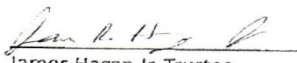
Notion to approve made by James Hagan Jr and seconded by Jacob Hursey. All Trustees present were in favor.


Passed : 2.26.2.24

Attest:


Kevin Fenton, Trustee


Jacob Hursey, Trustee


James Hagan Jr, Trustee


Dee Stocker, Fiscal Officer



Douglas N. Bachman, P.E., P.S.
Tuscarawas County Engineer
832 Front Avenue SW, New Philadelphia, OH 44663
Phone: (330) 339-6648 Email: engineer@co.tuscarawas.oh.us

March 7, 2024

Engineer's Report – Vacation of abandoned alleys in Gilmore (Washington Township)

Tuscarawas County Commissioners,

The Washington Township Trustees desire to vacate the following abandoned alley right of ways located in the unincorporated Town of Gilmore: **A portion of Chestnut Alley, a portion of Fossett Alley and a portion of Spring Alley.**

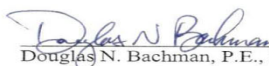
In accordance with Ohio Revised Code Section 5553.06, please accept this letter as notice that the Tuscarawas County Engineer supports this vacation request.

Attached is **Washington Township Resolution No. 20.26.2024-1** dated February 26, 2024 serving as their petition to vacate, the legal descriptions and plats of right of way to be vacated. A list of property owners affected by the proposed vacation are also attached.

Next up is the legal notice with the public viewing and hearing dates, property owner notification and the Commissioners approval/disapproval of the proposed vacation.

If you require additional details, please let me know.

Respectfully,


Douglas N. Bachman, P.E., P.S.
Tuscarawas County Engineer
3/28/24

Samuel C. Ward, P.S.
Randall A. Emler, P.S.

WARD & EMLER SURVEYING, INC.
Professional Land Surveyors
113 Third Street SE
New Philadelphia OH 44663-2512
(330) 364-5866
Email: wesurvey@frontier.com
Website: www.surveyorsohio.com

James R. Fouts, P.S.
R. Aaron Wells, P.S.

February 2, 2024

**Description of a 0.069 Acre Tract
To be Vacated to
PN 67-00195.000**

Situated in the Township of Washington, the County of Tuscarawas, the State of Ohio.

Being a part of Chestnut Alley in the Town of Gilmore as set forth in Deed Volume 26, Page 36 with the part to be vacated being more fully described as follows:

Commencing at an iron pin (set) at the northeast corner of Lot 76 being also the **TRUE PLACE OF BEGINNING** of the tract herein described;

Thence with the south line of Burrows Street (k.n.a. Fallen Timber Road SE), S 88°37'35" E, 16.50 feet to a point on the east line of Military Lot 9;


Thence with said line, being also the east line of Chestnut Alley, S 1°20'46" W, 181.81 feet to a point on the north line of Dearth Street with said point being also located N 1°20'46" E, 27.38 feet from an iron pin (set);

Thence with the north line of Dearth Street, N 88°34'01" W, 16.50 feet to a point in a house at the southeast corner of Lot 76;

Thence with the east line of said lot being also the west line of Chestnut Alley, N 1°20'46" E, 181.80 feet to the **TRUE PLACE OF BEGINNING**, containing **0.069 acre** more or less, but subject to all legal highways, rights-of-way, easements, leases and restrictions of record.

Bearings herein are oriented to the Ohio State Plane Coordinate System – North Zone – NAD 83. All iron pins set are 5/8"x30" re-bars with yellow plastic caps stamped "Ward 7356".

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in February 2024.


Samuel C. Ward
Professional Surveyor #7356



RESOLUTION (369-2024) LEGAL AD – NOTICE OF TIME & PLACE OF VIEWING AND PUBLIC HEARING – ROAD VACATION – WASHINGTON TOWNSHIP

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the publication of the legal ad for notice of time & place of viewing and public hearing for the requested road vacations in Washington Township, town of Gilmore, OH.

**Notice of Time and Place of Viewing and Final Hearing for
Public Roadway Vacation
(R.C. 5553.042 et seq.)**

Notice is given that the Washington Township Trustees, Tuscarawas County, Ohio, have filed a petition for three alley vacations in the Town of Gilmore. Chestnut Alley, Fossett Alley and Spring Alley, in Washington Township, Tuscarawas County, Ohio.

The Board of County Commissioners has set May 13, 2024 at 10:00 a.m., as the date and time when the Board will view the proposed alley vacation and has also set May 13, 2024 @ 1:15 p.m., as the date, time and place for the final hearing on the Chestnut Alley vacation.

The Board of County Commissioners has set May 13, 2024 at 10:00 a.m. as the date and time when the Board will view the proposed alley vacation and has also set May 13, 2024 @ 1:30 p.m., as the date, time and place for the final hearing on Fossett Alley and Spring Alley.

The hearing will be held at 125 East High Ave, Suite 205, New Philadelphia, OH 44663 in the William E. Winters Board Room for both hearings.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

Attest: Rhonda Jordan, Clerk
Published in The Times Reporter on April 21 and April 30, 2024

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

RESOLUTION (370-2024) REMOVE FROM TABLE - DONATION – COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP) – TUSCARAWAS COUNTY HEALTH DEPARTMENT (TCHD)

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to remove from table the resolution approving donation for the Community Health Improvement Plan (CHIP) with the Tuscarawas County Health Department (TCHD) after clarification and review were completed.

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

RESOLUTION (371-2024) APPROVE DONATION – COMMUNITY HEALTH IMPROVEMENT PLAN – TCHD

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the donation of \$15,000 to the Community Health Improvement Plan (CHIP).

WHEREAS, the Board of County Commissioners reviewed the attached Memorandum of Understanding between Healthy Tusc, a collaboration of agencies of Tuscarawas County and Tuscarawas County Commissioners, to contribute the sum of \$15,000 toward a collaborative Community Health Improvement Plan in 2024.

WHEREAS, the Tuscarawas County Commissioners finds that the contribution is appropriate and permitted under law.

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

Section 1. The Board of County Commissioners finds and determines that the requested contribution should be granted and approves the Memorandum of Understanding.

Section 2. The President of the Board is authorized to sign and deliver any additional documents required to facilitate the contribution.

Section 3. The Board finds and determines that all former actions relating to the passage of this Resolution were taken in an open meeting of this Board and that all deliberations of the Board and its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements including R. C. 121.22.

Section 4. This Resolution shall take effect from and after its passage.

Memorandum of Understanding

Between

Healthy Tusc (a collaboration of agencies of Tuscarawas County) & Tuscarawas County Commissioners

This Memorandum of Understanding (MOU) establishes the terms and general understanding between Healthy Tusc (via contact person, Jennifer Demuth, Healthy Tusc Chairperson) and the partner identified above to contribute funding toward a collaborative Community Health Improvement Plan in 2024-2025.

Background

Healthy Tusc has been organized by the partnering agencies and organizations with the stated mission of:

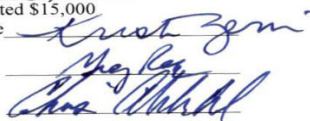
A collaborative of diverse community partners promoting policy, systems, and environmental change across our community and our state to create more opportunities for children and adults to access healthy food and physical activity to affect how we work, live, and play in Tuscarawas County.

Funding

This MOU is a commitment from the Tuscarawas County Commissioners of \$15,000 to fund the completion of the Community Health Improvement Plan. Healthy Tusc and its agencies will fund the approximately \$27,500 fee to conduct the Tuscarawas County Community Health Needs Assessment which is necessary to generate the data needed for the community health improvement planning process. Any additional funds committed above the assessment and community health improvement plan costs would be used for additional Community Health Needs Assessment and Improvement Plan costs such as media, community data disbursement, and the community education process. The primary funders of this process are listed in the signature area below.

Cleveland Clinic Union Hospital
Thomas J. Rogers, MD, FAAFP, South
Submarket Vice President & Chief Medical
Officer
659 Boulevard, Dover, OH 44622
330-343-3311
lautend@ccf.org
Date _____
Partner signature _____

Tuscarawas County Commissioners
Commissioner Kristin Zemis
Commissioner Chris Abbuhl
Commissioner Greg Ress
125 E High Ave, New Philadelphia, OH 44663
330-365-3240
commissioners@co.tuscarawas.oh.us
Date 4/15/24
Amount committed \$15,000
Partner signature _____



Twin City Medical Center
Dwayne Richardson, MSN, BSN, RN, President
819 North 1st St., Dennison, OH 44621
dwayne.richardson@commonspirit.org
740-922-7450, x2156
Date _____
Partner signature _____

Tuscarawas County Health Department
Katie Seward, Health Commissioner
897 East Iron Ave., Dover, OH 44622
330-343-5555, x1640
director@tchdnow.org
Date _____
Partner signature _____

OhioGuidestone/Empower Tusc
Jodi Salvo, Director of Substance Use Prevention
1433 5th St. NW, New Philadelphia, OH 44663
330-440-7320
jodi.salvo@ohioguidestone.org
Date _____
Partner signature _____

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

DISCUSSION: COMMUNITY HEALTH PROGRAM PLAN – Commissioner Abbuhl stated this is something that is important for the County. The health departments and hospitals are required to do every three years. We have partnered with this project for a number of years.

DISCUSSION: OUTSTANDING HIGH SCHOOL TEACHER OF THE YEAR – Ian Morrow stated this award was very unexpected. Mr. Morrow teaches Junior & Senior Science, Chemistry and Physics. He is also supervisor of the school’s Mentorship Program, a member the Building Leadership Team and assistant track coach and volunteers with the cross-county team. Mr. Morrow also graduated from Newcomerstown High School in 2008.

Jason Peoples, Superintendent of Newcomerstown Schools stated he had Ian in his class when he was a teacher at Newcomerstown and he has always been the same as he is now and we are proud to get him back at Newcomerstown Schools, he is an asset to our Community, Schools and Students.

Grant Fauver, Newcomerstown High School Principal stated she is still getting to know Ian, but he is magnetic and gets along with everyone. All of his students enjoy his classes and he just lights up a room.

Commissioner Zemis added that she appreciates all he does for our kids.

The Clerk read the recognition onto the record.

RESOLUTION (372-2024) RECOGNITION – OUTSTANDING TEACHER OF THE YEAR – IAN MORROW - NCHS

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following resolution of recognition for the Outstanding Teacher of the Year, Ian Morrow - NCHS.



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

DISCUSSION: BEST IN SHOW SPRING ARTS/SCIENCE FAIR – Hayden Dakin stated his father gave him the idea for his project. The Science Fair was held at the high school. Hayden stated he did four different chambers. Three of them were single cells made out of Tupperware containers, dirt, bacteria from a pond, graphite discs and copper wire. The double chambered microbial fuel cell did not produce the most voltage.

Steven Pritchard, Science Teacher at NCT stated it is a blessing when you have a student who does the project on his own. He is self-motivated, had the idea and ran with it. It was a lot of trial and error and I just stood back and let him do his thing.

Mr. & Mrs. Dakin are very proud of their son. **Commissioner Zemis** asked Hayden what he is interested in for the future? **Hayden** answered he thinks he wants to go into Law School. **Commissioner Zemis** advised there is a great need for Patent Attorneys. They are very rare and have to know science backward and forward. They have two bars they have to take, a patent bar and regular bar.

Commissioner Ress stated it sounds like the Science Department in Newcomerstown is doing all right! Congratulations to everyone. **Commissioner Abbuhl** congratulated Hayden. When a student has an encouraging teacher, it motivates the student to do great things.

The Clerk read the recognition onto the record.

RESOLUTION (373-2024) RECOGNITION – HAYDEN DAKIN – BEST IN SHOW – SPRING ARTS/SCIENCE FAIR

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the following resolution of recognition for Best in Show Arts/Science Fair for Hayden Dakin.



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

RESOLUTION (374-2024) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to recess at 1:32 p.m., for the purpose of the Outstanding High School Teacher of the Year and Best in Show Art/Science Fair recognition pictures.

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

Commissioner Zemis called the meeting out of recess at 1:35 p.m. and back into Regular Session.

RESOLUTION (375-2024)

PAY BILLS

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

911			
Vertiv Corporation	Equipment	\$7,946.71	
			\$7,946.71
American Rescue Plan Act			
John Patrick Picard Architect Inc	Multi-Purpose Bldg/Inv #7	\$4,048.25	
Julian & Grube	ARPA Consult(11/27/23-3/1/24)	\$1,362.84	
Julian & Grube	ARPA Consult(11/27/23-3/1/24)	\$3,159.66	
United Way of Tusc County	Tuff Bags Proj #203/Food Purchases/Disp#16	\$7,868.28	
			\$16,439.03
Auditor			
Tusc Co Treasurer	Gas	\$84.40	
			\$84.40
Clerk of Courts			
Twin City Chamber	Lease	\$175.00	
VEIT	Service	\$734.53	
			\$909.53
Commissioners			
Allied Infotech Corp	Equipment/Coroner	\$9,634.00	
Crystal Digenova	Reimburse Supplies	\$86.86	
Fenton Bros Electric Inc	Supplies	\$47.04	
Go Shred	Services	\$261.00	
Henry Heating & Cooling	Repair	\$2,100.00	
Iron Mountain	Services	\$42.00	
Tusc Co Chamber of Commerce	Registration	\$25.00	
Tusc Co Chamber of Commerce	Registration	\$7.03	
Tusc Co Chamber of Commerce	Registration	\$2.97	
Tusc Co Treasurer	Gas	\$121.71	
WM Commercial Roofing	Roof Repair	\$986.45	
WM Commercial Roofing	Roof Repair	\$813.55	
			\$14,127.61
Common Pleas			
Elizabeth Stephenson	Office Furniture Reimb	\$416.30	
Elizabeth Stephenson	Registration Reimb	\$75.00	
Kiesler Police Supply	Supplies	\$163.00	
VEIT	Copier Contract	\$200.76	
Verizon	Service	\$60.18	
			\$915.24
Community & Economic Development			
Brooke Yates	Travel Reimbursement	\$16.32	
Buckeye Career Center	2024 BCC Mfg Camp	\$250.00	
			\$266.32
Coroner			
Axis Forensic Toxicology	Services	\$415.00	
Postmaster - US Postal Service	Annual Fee	\$200.00	
Tuscarawas Co CSEA	March Utilities	\$135.24	
Verizon Wireless	Service	\$62.22	
			\$812.46
Dog & Kennel			
Kimble	Service	\$177.75	
			\$177.75

Engineer

Fastenal Co	Supplies	\$665.64	
Ferris Chevrolet	Parts	\$390.08	
Frontier Power Co	Equipment	\$110,000.00	
National Limestone Co	Material	\$35,613.74	
RJ Wright & Sons	Fuel/Gas	\$16,654.36	
Snyder Brothers Sales & Service	Parts	\$475.04	
			\$163,798.86

Healthy Ohioan Grant

Harcatus Tri-Co CAO Inc	Sub Grant Agreement Funding	\$57,261.00	
Society for Equal Access	Sub Grant Agreement Funding	\$21,148.00	
			\$78,409.00

Information Technology

Horizon Network Partners	Services	\$445.00	
MNJ Technologies	Equipment	\$226.00	
			\$671.00

JFS - H00

Action NOW Services Inc	Service Call	\$45.00	
Action NOW Services Inc	PRC	\$1,150.00	
Amazon Capital Services	PRC	\$383.54	
Amazon Capital Services	Filters/Self Adhesive Fastnrs	\$78.94	
Amazon Capital Services	PRC	\$1,084.82	
Ashley & Robert Bunton Jr	FP Reimb/Trans	\$19.20	
Blasenbauer Plumbing & Htg	Thermostat (Garage)	\$55.00	
ECODD Treasurer	Registration Fees	\$300.00	
Elite Tire Dover Inc	PRC	\$921.35	
Elizabeth Benedetto	Exp Rpt/Meals	\$43.95	
G & L Supply	Bldg Supplies	\$722.62	
General Store Outlet LLC	PRC Rent	\$3,000.00	
Go Shred	Shredding Services	\$138.75	
Henry Heating Cooling and Plumbing	Replace Valve Control	\$381.54	
Hill Valley Auto	PRC/Car Repair	\$846.13	
Horizons of Tuscarawas & Carr	Trans/2nd Half Mar 2024	\$23,315.62	
Horizons of Tuscarawas & Carr	Trans/2nd Half Mar 2024	\$136.32	
John C Reed	PRC	\$370.00	
Nicholas J Peoples	PRC/Rent	\$750.00	
ODP Business Solutions LLC	Chairmats (Red Bank)	\$42.60	
Ohio Turnpike	Tolls	\$13.18	
Postmaster New Philadelphia	Bus Reply Envelopes	\$1,000.00	
Propio Language Services LLC	Interpreter	\$534.59	
Skyler Smolak	Exp Rpt/Meals	\$20.40	
Tusc Co Sheriff	Purchased Services	\$277.54	
Wells Fargo Financial Leasing Inc	Lease of Copiers	\$611.98	
			\$36,243.07

JFS - S00

Amazon Capital Services	Ind Lvg	\$238.89	
Amazon Capital Services	Ohio Start	\$648.07	
Ashley & Robert Bunton Jr	FP Reimb	\$27.60	
Jessica Ganyard & Samantha Mill	FP Reimb	\$64.97	
Joshua Cottrell	FP Reimb/IV-E Daycare	\$1,614.32	
Kyler Lundholm LPM	Non-Recurring	\$673.73	
Paul & Desiree Runyon	FP Reimb	\$51.96	
Treasurer State of Ohio	Prints	\$378.00	
			\$3,697.54

Juvenile/Probate

Massillon Plaque Company	Supplies	\$43.89	
Staples	Supplies	\$73.76	
Tusc Co Probate Court	Bank Fees	\$28.80	
			\$146.45

Sheriff

AultWorks Occupational Medicine	Contract Services	\$342.00	
Lowe's	Supplies	\$341.88	
Mastercard	Training	\$330.00	
Mastercard	Equipment	\$129.99	
Model Uniforms	Services	\$50.00	
Ohio State Highway Patrol	Services	\$401.00	
Ohio Tactical Officers Association	Training	\$2,850.00	
OTFCA	Annual Dues	\$550.00	
ProCore Power Equipment LLC	Repairs	\$25.99	
VEIT	Copier Contracts	\$925.15	
			\$5,946.01

Southern District

Charter Communications	Service	\$594.37	
Dominion Energy Ohio	Gas Utility	\$129.00	
Quill	Supplies	\$193.10	
Quill	Supplies	\$175.11	
			\$1,091.58

Veterans

Charter Communications	Service	\$243.40	
Columbus Marriott Northwest	Travel Expense	\$1,220.00	
Eagle Auto Truck Plaza	Fuel	\$1,044.07	
Eric Pugh CVSO	Registration	\$300.00	
Mastercard	Supplies	\$167.21	
Xerox Financial Services	Equipment Prot/4/24-5/23/24	\$188.75	
			\$3,163.43

Water & Sewer

AEP	Electric Utility	\$4,410.86	
AEP	Electric Utility	\$1,011.78	
AEP	Electric Utility	\$625.36	
AEP	Electric Utility	\$1,658.68	
AEP	Electric Utility	\$34.06	
Great Lakes Water & Waste Systems	Parts	\$432.49	
Mailer's Choice	Services	\$419.09	
ProCore Power Equipment LLC	Repair	\$239.96	
Ream & Haager Lab	Services	\$1,046.91	
Ream & Haager Lab	Services	\$2,264.09	
Ream & Haager Lab	Services	\$1,094.00	
Stanley Miller Construction Co	Construction/Contract 2	\$496,705.37	
The Thrasher Group Inc	Engineering/Contract 2	\$7,140.00	
Tusc Co Commissioners	Postage	\$1,412.00	
			\$518,494.65

GRAND TOTAL \$853,340.64

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

OTHER BUSINESS: SUNDAY CREEK HORIZONS

Commissioner Ress stated we are bringing back our agreement with Sunday Creek Horizons. We just completed the six-month agreement we initially started and we find they have been a big help in some of the things we are looking for as far as grants and what's available from the state for funding. We recommend this be renewed.

Commissioner Zemis agreed that Sunday Creek Horizons has been extremely helpful over the past six-months. Hopefully securing a good amount of funding from the House and Senate at the State level. They have a skill-set that we do not possess. This is well worth the fee for their assistance.

Commissioner Abbuhl agreed with both Commissioners. They do have the expertise to try and find funding that is available, and there is funding out there.

RESOLUTION (376-2024) RENEWAL – SUNDAY CREEK HORIZONS

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to approve the following renewal contract with Sunday Creek Horizons:



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

This Consulting Agreement (“**Agreement**”) is entered into on the 4th day of April 2024 (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.

Kristin Zemis _____ Date: 4/15/24
 By: Kristin Zemis
 Title: Commissioner
 Address: 125 East High Ave Rm #205
 New Philadelphia, OH 44663

Zachary C. Space _____ Date: 4/16/2024
 By: Zack Space
 Title: President, Sunday Creek Horizons
 Address: 5 Depot St. Athens, OH 45701



EXHIBIT I
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: Kristin Zemis, yes;
Greg Ress, yes;
Chris Abbuhl, yes;

RESOLUTION (377-2024) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl to recess at 1:40 p.m., for the purpose of Carrie Kunkle recognition for Outstanding High School Teacher.

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

Commissioner Zemis called the meeting out of recess at 1:46 p.m. and back into Regular Session.

DISCUSSION: OUTSTANDING HIGH SCHOOL TEACHER – Carrie Kunkle is a Fine Arts Teacher at Claymont High School. Mrs. Kunkle stated she did not even know she was in the running for this award until everyone started congratulating her. Amy Conn, Claymont High School Principal, stated this award is a nomination process, and she nominated Carrie. She is a fantastic, talented, inspires the kids even with no artistic ability, and she is a veteran teacher. Carrie stated anyone can do art. It may not be what you expect it to be, but it is art. Carrie specializes in ceramics and the kids make some amazing things. Carrie has been teaching for 21 years. Commissioner Abbuhl stated she belongs to so many art organizations and community programs, this award is well-deserved. Commissioner Ress said Congratulations. He is by no means an artistic person, but he has always enjoyed art. Commissioner Zemis stated she always like Art History. It made History make more sense. All of the Commissioners congratulated Carrie Kunkle.

The Clerk read the recognition onto the record.

RESOLUTION (378-2024) RECOGNITION – OUTSTANDING HIGH SCHOOL TEACHER – CARRIE KUNKLE – CLAYMONT HS

It was moved by Commissioner Abbuhl, seconded by Commissioner Ress to approve the following resolution of recognition for the Outstanding High School Teacher, Carrie Kunkle, Claymont high School.



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

RESOLUTION (379-2024) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to adjourn at 2:00 p.m. to meet in Regular session Wednesday, the 17th day of April, 2024.

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

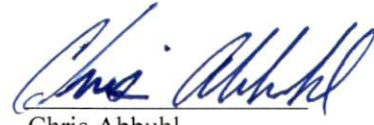
We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.



Kristin Zemis



Greg Ress



Chris Abbuhl



Attest: Rhonda Jordan, Clerk