

April 26, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

Approve Minutes

Approve Supplemental Appropriation (2)

Approve Inter-Fund Transfer/Advance

Approve New Hire - JFS

Approve JFS Monthly Contracts – February 2023

Approve Contract With ORDC for CHIP Program - OCED

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 26th DAY OF APRIL, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (353-2023) APPROVE MINUTES

It was moved by Commissioner Zemis, seconded by Commissioner Abbuhl, to approve the minutes from the April 24, 2023 meeting as written.

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

RESOLUTION (354-2023) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff's Office	E-1607-S082-S99	E-1607-S082-S07	\$23,000.00	Two appliances needed for the infrastructure of the wireless network inside the building
Law Library	E-1411-S020-S99	E-1411-S020-S12	\$6,000.00	Need to purchase updated copier

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

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

From: County General to Child Service Fund \$200,000.00
Public Assistance to Children Services \$10,875.04

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

JFS NEW HIRE: David Haverfield, Director of JFS, was present and requested the approval of the Commissioners to hire Thomas Marjay for Management Information Systems Specialist 2.

RESOLUTION (356-2023) ACCEPT NEW HIRE – JFS – MARJAY

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to accept the approval of the new hire as follows:

WHEREAS, Thomas Marjay has been determined by Tuscarawas County Job and Family Services, to meet the minimum qualifications established for the classification of Management Information Systems Specialist 2.

Therefore, be it resolved that Thomas Marjay shall begin his employment as full time Management Information Systems Specialist 2 effective May 1, 2023, at a rate of \$21.93 per hour.



389 16th Street SE
New Philadelphia, Ohio 44666
Phone: 330-339-7791 or 800-431-234
Fax: 330-339-6388 TTY/TTD: 1-800-750-075
www.tcjfs.or

April 20, 2023

On behalf of Tuscarawas County Job and Family Services, I respectfully request a resolution by the Tuscarawas County Board of Commissioners to approve the hiring of: Thomas Marjay as a Management Information Systems Specialist 2 in the Support Services Unit.

Thomas Marjay would replace Tony Eckert, who resigned effective April 21, 2023.

Thomas would begin his new position effective May 1, 2023.

A copy of the Payroll Information (BO 13) is attached.

I have conducted an independent assessment to determine that this applicant meets the minimum qualifications for the position.

David W. Haverfield, Director

Approved by Resolution:

Chris Abbuhl

4/26/2023
Date

Kristin Zemis

4/26/2023
Date

Greg Ress

4/26/2023
Date

TCJFS helps people achieve safety, security, and self-sufficiency.

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

RESOLUTION (357-2023) APPROVE CONTRACTS – TUSCARAWAS COUNTY JOB & FAMILY SERVICES (JFS) – February 2023

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the contracts below as recommended by David Haverfield, Director:

**TUSCARAWAS COUNTY JOB & FAMILY SERVICES
FEBRUARY 2023**

Last Name, First Name or Company	Contract Purpose	Contract Start Date	Contract End Date	Amount
Subgrant Agreements				
Contracts for services				
The Fox's Den	Special Child Care Services	1/1/2023	12/31/2023	per agreed fee schedule
Bolivar Learning Center	Special Child Care Services	1/1/2023	12/31/2023	per agreed fee schedule
Twin City Kids	Special Child Care Services	1/1/2023	12/31/2023	per agreed fee schedule
YMCA of Central Stark County	Special Child Care Services	1/1/2023	12/31/2023	per agreed fee schedule
Vendor Agreements				
Foster Agreements				
National Youth Advocate Program	Foster Child Placement and Related Services	4/1/2023	3/31/2024	per agreed fee schedule
Carrington Youth Academy LLC	Foster Child Placement and Related Services	4/1/2023	3/31/2024	per agreed fee schedule
Dept of Mental Health-Thomson Enterprises dba Youth Intensive Services	Foster Child Placement and Related Services	4/1/2023	3/31/2024	per agreed fee schedule
Hittle House, LLC	Foster Child Placement and Related Services	4/1/2023	3/31/2024	per agreed fee schedule
Ohio MHAS-Belmont Pines Hospital & RTC	Foster Child Placement and Related Services	4/1/2023	3/31/2024	per agreed fee schedule
The Village Network	Foster Child Placement and Related Services	4/1/2023	3/31/2024	per agreed fee schedule
Multi-County Juvenile Attention System	Foster Child Placement and Related Services	4/1/2023	3/31/2024	per agreed fee schedule
Ohio Mentor, Inc	Foster Child Placement and Related Services	4/1/2023	3/31/2024	per agreed fee schedule

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

ORDC CONTRACT FOR CHIP PROGRAM: *Commissioner Abbuhl stated we have worked with Ohio Regional Development for a number of years and they have done an excellent job of applying for and administering these funds.*

**COMMISSIONERS' OFFICE, TUSCARAWAS COUNTY, OHIO
APRIL 26, 2023**

RESOLUTION # 599-2023

AUTHORIZING THE COMMISSIONERS TO ENTER INTO A CONTRACT WITH OHIO REGIONAL DEVELOPMENT CORPORATION FOR ADMINISTRATION SERVICES FOR 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

AND

AUTHORIZING ORDC TO SUBMIT THE PY 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM APPLICATION WITH THE STATE OF OHIO ON BEHALF OF TUSCARAWAS COUNTY

Commissioner Ress made the motion to adopt the following:

WHEREAS, Tuscarawas County, hereinafter the "Grantee", in conjunction with the City of Dover, hereinafter the "Partner", is applying for PY 2023 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Development Services Agency, Office of Community Development(OCD) in the amount of \$700,000 for the purpose of addressing local housing needs; and

WHEREAS, OCD Policy 15-02, 2 CFR 200.320, authorizes the Grantee to hire an administrative consultant, on behalf of the itself and any partnership, and those services are detailed in this contract for administrative services; and

WHEREAS, Ohio Regional Development Corporation, hereinafter the "Consultant", is an Ohio non-profit Corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio; and

WHEREAS, Grantee and Consultant understand this agreement is contingent on PY 2023 CHIP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCD);

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out.

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

Section 1: The Tuscarawas County Commissioners authorize the execution of an Agreement for the PY-2023 Community Housing Impact and Preservation (CHIP) Program for Administration and Implementation Services with the Ohio Regional Development Corporation (ORDC). However, the agreement is only enforceable upon funding of the PY 2023 CHIP, therefore contingent upon funding from the State of Ohio, Development Services Agency. ORDC is to work with and at the

direction of the Tuscarawas County Commissioners in order to assure that all services, information and documentation required by said Agreements, HUD, the State of Ohio and/or CHIP guidelines are provided.

Section 2: That Tuscarawas County hereby approves and authorizes Ohio Regional Development Corporation, to submit a PY-2023 Community Housing Impact and Preservation (CHIP) Program Application with the State of Ohio, Development Services Agency, on behalf of Tuscarawas County and to provide all information and documentation required in said Application submission. Tuscarawas County is the Grantee and The City of Dover is the Partner. Tuscarawas County accepts responsibility for and authority over the entire CHIP Program Grant.

Section 3: Tuscarawas County authorizes Ohio Regional Development Corporation to execute the HOME written agreement on their behalf for the CHIP projects, or any other necessary documents for CHIP projects.

This resolution also authorizes the president and/or vice president of the board of commissioners to sign any and all documentation related to the execution of said contract/agreement.

Commissioner Zemis seconded the above motion and the roll being called upon its adoption, the vote resulted as follows:

Tuscarawas County Commissioners in order to assure that all services, information and documentation required by said Agreements, HUD, the State of Ohio and/or CHIP guidelines are provided.

Section 2: That Tuscarawas County hereby approves and authorizes Ohio Regional Development Corporation, to submit a PY-2023 Community Housing Impact and Preservation (CHIP) Program Application with the State of Ohio, Development Services Agency, on behalf of Tuscarawas County and to provide all information and documentation required in said Application submission. Tuscarawas County is the Grantee and The City of Dover is the Partner. Tuscarawas County accepts responsibility for and authority over the entire CHIP Program Grant.

Section 3: Tuscarawas County authorizes Ohio Regional Development Corporation to execute the HOME written agreement on their behalf for the CHIP projects, or any other necessary documents for CHIP projects.

This resolution also authorizes the president and/or vice president of the board of commissioners to sign any and all documentation related to the execution of said contract/agreement.

Commissioner Zemis seconded the above motion and the roll being called upon its adoption, the vote resulted as follows:

	AYE	NAY
	X	
	X	
	X	

BOARD OF COMMISSIONERS
TUSCARAWAS COUNTY, OHIO


Clerk

**Contract for Administrative Services for
PY2023 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
Between TUSCARAWAS COUNTY and Ohio Regional Development Corporation**

THIS AGREEMENT, made and entered into by and between Tuscarawas County (hereinafter called the "Grantee") and the Ohio Regional Development Corporation (hereinafter called "the Consultant"), a non-profit corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio.

WHEREAS, Grantee in partnership with the City of Dover will be applying for PY 2023 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Department of Development, Office of Community Development(OCD) for the purpose of addressing local housing needs; and

WHEREAS, OCD Policy 15-02, 2 CFR 200.320, authorizes the Grantee to hire an administrative consultant, on behalf of the partnership, and those services are detailed in this contract for administrative services; and

WHEREAS, Grantee and Consultant understand this agreement is contingent on PY 2023 CHIP funding from the State of Ohio, Department of Development, Office of Community Development (OCD); and

WHEREAS, this agreement is in effect until the CHIP funds are expended and the funded activities are complete and closed out.

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

I. SCOPE OF WORK:

The Ohio Regional Development Corporation will undertake the following services:

Grant Application Preparation & Release:

- Prepare the PY2023 Community Housing Impact and Preservation (CHIP) Program application, including conducting all required public hearings, drafting and completing all required minutes, forms, resolutions, agreements, plans, schedules, budgets, administration/implementation summaries, and all other required attachments for the application and uploading the same into OCEAN prior to the Grant Application deadline;
- Schedule, conduct and oversee Housing Advisory Committee (HAC) meetings and/or necessary planning process in accordance with OCD guidelines;
- Make the PY2023 CHIP application for Tuscarawas County available for review by the Tuscarawas County Commissioners prior to the deadline for submittal;
- Complete the Environmental Review Tier-1 record for the complete project according to ODOD/OCD guidelines, as well as, necessary forms for the Release of Funds to OCD;

- Prepare any necessary Policy Manual Update;
- Once funding has been awarded, schedule, publicize, and conduct public meetings to announce the availability of funds through the program.

Client Application Intake, including Fair Housing:

- Develop an application process to solicit potential participants;
- Receive completed applications and supporting documents i.e., wage statements, social security statements, tax returns, bank statements, retirement/pension statements, property tax records, homeowner's insurance declaration pages, deeds, appraisals/home valuation materials;
- Assess applicant's qualifications, their need, and their suitability to participate in the program;
- Disseminate fair housing and lead brochures/materials and complaint resolution materials;
- Perform Tier 2 Environmental reviews including OHPO coordination;
- Assure compliance with all grant regulations;
- Establish a system to certify contractors to work in the Program and maintain a list of eligible contractors;
- Draft contracts, mortgages, notes, HOME written agreements, and all other program documents required by the Department of Development, Office of Community Development;
- Provide clients with copies of all necessary paperwork for their project ;
- Enter all required data and upload all required documents for the PY2023 CHIP program into OCEAN;
- Work with the County Auditor or other designated individual to implement a system of setting up and paying draws to contractors and vendors;
- Conduct housing counseling sessions with participants;
- Conduct Fair Housing training sessions with participants;
- Prepare reports that track the progress of the CHIP Program and forward said reports to Tuscarawas County and the City of Dover on at least a quarterly basis;
- Establish and maintain a record-keeping system acceptable to the Ohio Department of Development, Office of Community Development.

Rehabilitation Inspection Services:

- Perform preliminary feasibility inspections of selected dwellings to establish rehabilitation and/or repair viability;
- Perform a detailed inspection in order to rank the homes to be rehabbed, and to assess the homes to receive repairs and create written work specifications and a cost estimate for the project;
- Schedule and or perform all required testing required by CHIP RRS guidelines including Lead Risk Assessments, Pre and Post Combustion appliance testing, furnace draft and temperature rise testing, leak testing for gas lines and air conditioning refrigerant, pest inspections, water/septic system testing, mold testing, and final lead wipe and visual clearance testing as needed;
- Undertake a "walk-through"/ "bid tour" of the projects with selected contractors;

- Provide the County's Housing staff and officials with written specifications and cost estimates for projects;
- Review contractor bids and submit the "lowest and best" bid recommendation on each;
- Conduct interim inspections to assure work is being properly undertaken and assist with any necessary day-to-day administration of the project, including all Lead Hazard Reduction activities, as well as assure progress payments are justified for all projects;
- Inform the County of any contractor in non-compliance with contract specification, and/or lack of good workmanship including the need to remove a contractor from project(s) if necessary, understanding that the County retains sole authority to suspend a contractor;
- Perform a final inspection with the homeowner and contractor and prepare a punch list if necessary;
- Authorize final payments on all projects;
- Approve all contractor requests for payment and approve change orders;
- Provide the County with copies of documentation generated by the Housing Rehabilitation Specialist in the completion of his contractual obligations;
- Be available for telephone consultation at appropriate and convenient times;
- Specialist will hold a license for Lead Risk Assessment;
- Meet as needed with homeowners, contractors and County staff to provide documentation/information for dispute resolution, if needed;
- Provide County staff with technical updates, documents, and materials relative to Rehabilitation standards;
- Provide before and after photos of the project;
- Obtain contractor Liability and Workers Comp. Certificates as required.

The staff of the Ohio Regional Development Corporation will begin work on this project as soon as an agreement has been signed with the Board of Commissioners of Tuscarawas County. The application will be submitted to the Office of Community Development on or before the OCD established deadline.

Once funding has been approved, ORDC will begin immediately to put the program into place. The services of ORDC will coincide with the grant period and all milestone dates provided by the State.

II. CONTRACT TYPE/COST OF SERVICES

The contract between Ohio Regional Development Corporation and the Tuscarawas County Commissioners will be a fixed fee based contract on itemized soft costs and administrative costs. The costs are set forth below and are in accordance with regulations adopted by the Ohio Development Services Agency, Office of Community Development (OCD).

COST OF SERVICES

A. ADMINISTRATION: 12% of the grant charged per line item

Tuscarawas County in Partnership with the City of Dover is eligible to apply for \$700,000 for PY 2023 funding, therefore allowable administration will be 12% of the grant, charged per line item equaling \$84,000. Ohio Regional Development Corporation's charge for administration will be \$64,000 of the

available administration dollars. This will allow Tuscarawas County up to \$20,000.00 for administrative costs.

TUSCARAWAS COUNTY \$20,000

- **Fair Housing:** Tuscarawas County would receive \$5,000 of the general CHIP Administration dollars to cover the cost of implementing the Fair Housing Program for CHIP.
- **General Administration:** Tuscarawas County can receive up to \$15,000 of the general CHIP Administration dollars to cover costs associated with the implementation of the grant. i.e. cost of preparing purchase orders, providing office space, cost of staff for general administrative duties, etc.

OHIO REGIONAL DEVELOPMENT CORPORATION \$64,000

- **Grant Application:** The charge for application preparation is \$7,000. This figure is included in the overall administration portion of the grant. This will cover the costs associated with the entire grant application process.
- **Environmental Review/Release of Funds:** The charge to assure compliance with the Environmental Review process and prepare the Release of Funds is \$7,000.
- **Project Walk-Away Costs:** If ORDC is handing the full administration of the CHIP grant, project walk-away costs, if any, would be reimbursed to the grant from ORDC's administration.
- **Project Administration:** The administration dollars of \$50,000 would be used for the general administration of grant line items. As well as post grant management, monitoring, reporting and more.

B. SOFT COSTS (FKA IMPLEMENTATION)

Ohio Regional Development Corporation will charge "Soft Costs" (FKA IMPLEMENTATION) at the rates set forth below. These rates have been set forth by the Ohio Department of Development as "recommended Maximum average" rates. The Soft Cost is divided into 2 parts, and is charged for each service ORDC provides: Service A) housing specialist services - application intake/file management; and Service B) rehabilitation specialist services- writing cost estimates and work specifications/Inspection services. 50% of the soft costs will be charged for each service performed. Therefore, if ORDC performs both the housing specialist services and the rehabilitation specialist services ORDC will charge 100% of the soft costs, whereas if ORDC only provides Rehabilitation Specialist Services we will only charge for 50% of the total soft costs.

RATES:

Rehabilitation Project (Owner & Rental) = 20% of the Total Hard Cost for the project.
 Home Repair Project (Owner & Rental) = 25% of the Total Hard Cost for the project.
 Homeownership Project = 20% of the Total Hard Cost for the project.

Example:

If a Private Owner Rehabilitation Project has total hard costs of \$50,000.00, then Soft Costs will be \$10,000.00 (20% of the Total Hard Costs) and ORDC will receive \$5,000 (50%) for housing specialist services and \$5,000 (50%) for rehabilitation specialist services.

The Soft Costs will cover the following duties:

- Client Intake and eligibility determination.
- Creating and managing specific case files/databases of applications and projects under contract.
- Entering all items required in OCEAN
- Preparing, filing, recording legal/financial documents for specific eligible cases.

- Inspecting and testing dwellings as required by CHIP Program guidelines (including, Lead Risk Assessments, Pre and Post Combustion appliance testing, furnace draft and temperature rise testing, leak testing for gas lines and air conditioning refrigerant, pest inspections, water/septic system testing, mold testing, and final lead wipe and visual clearance testing).
- Preparing specifications/work write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with credit reports and title searches.
- Counseling of the specific clients assisted through a CHIP primary activity.
- If necessary, relocation of households during the construction process.
- Tier II Environmental Review including OHPO Clearance

Post Grant Management:

Following the close out of the grant, Ohio Regional Development will assist in doing follow ups that relate to audits, monitoring visits, and client questions. This will be done for a period of 2 years. This 2 year follow up is covered in the administration fee and this includes mortgage subordinations. Note, clients have a warranty period of one year on their work.

Monitoring and record keeping:

ORDC will assist with all monitoring visits and work to provide required data for those monitoring. ORDC will provide all record keeping of the files, and prepare vouchers for the County to pay the contractors through the County Auditor's office. ORDC staff will work with the County to use proper procedures and forms to accomplish the proper procedures and timelines.

Payment of Soft Costs to third parties by Consultant permitted

In the event that the Consultant deems it appropriate for the Consultant to pay the soft costs for any third party vendor, and to then seek reimbursement from the Grantee, it shall be permitted to do so.

III. RESPONSIBILITIES OF THE GRANTEE

The Grantee shall provide the Consultant with timely policy decisions as they are necessary to move forward with grant projects. The Consultant shall not be held responsible for delays resulting from the failure of the Grantee to provide timely and appropriate policy direction or decisions.

The Grantee will be responsible for uploading forms into OCEAN and for submitting draws and other required items into OCEAN.

The Grantee shall ensure that all invoices, purchase orders and/or requests for payments to contractors or third party vendors providing services to the CHIP Program are paid as soon as practicable and in no case more than thirty (30) calendar days after a proper invoice, purchase order or pay request has been submitted to the county official's office which is responsible for paying bills owed by the county. Failure of the Grantee to comply with this provision shall be deemed grounds for the Consultant to terminate this agreement for cause.

The Grantee grants the exclusive right to the Consultant to act as its agent in applying for, administering and implementing all grants, loans, and Revolving Loan Funds (RLFs) from sources from whom the Consultant is currently applying for projects. This exclusive right does not include grants that other local agencies are currently applying for, or may apply for, in relation to their current programs.

Fair Housing Program Services:

The Fair Housing Program component of the Community Housing Impact and Preservation Program requires that applicants and participants, as well as other residents of the project area, receive information, outreach and training regarding their Fair Housing rights and responsibilities. In addition, Fair Housing complaints need to be answered and resolved in a timely manner. The following duties will be the responsibility of Tuscarawas County:

- Schedule, publicize and conduct public meetings in areas benefiting from Community Housing Impact and Preservation Program funds per the requirements of HUD.
- Provide a point of contact for Fair Housing complaints, and coordinate efforts with the appropriate regional office of the Ohio Civil Rights Commission.
- Provide printed fair housing information to all CHIP Program participants/applicants as well as the required number of outside agencies/organizations for outreach.
- Provide reports, as needed, to designated individuals or offices, detailing Fair Housing activities undertaken in and for the County.
- Coordinate, conduct, and prepare documentation of required training sessions.

IV. TIME OF PERFORMANCE

The services of the Consultant will begin with the preparation of the grant application, and will terminate following the preparation of the final performance report. Post grant management will continue for two years following the completion of the grant.

The Consultant shall comply with OCD's milestones timeline for commitment, expenditure and completion of projects and expenditure of funds.

V. MUTUAL RIGHT OF TERMINATION

Either party to this contract shall have the right to terminate this contract with or without cause upon Thirty (30) days written notice to the other party. The Notice shall indicate whether the termination is with or without cause and if it is for cause it shall state the basis of said claim. In the event the Consultant terminates the contract for cause, the Consultant shall be entitled to receive/collect damages from the Grantee in an amount equal to the total amount the Consultant would have received had the contract been fully performed with all of the Grant funds being expended as set forth in Schedule A of the Grant Agreement. In the event the Grantee terminates the contract with cause, the consultant will only be paid for all services performed up to the date of notice of termination on a pro-rata basis and for soft costs on projects completed as of the date of termination. In the event the termination is deemed without cause, the Consultant shall

be paid for all administrative services rendered to date on a pro-rata basis, and shall be paid for all soft costs for all projects under contract as of the date of notice of termination.

VI. INVALIDITY OF PART OF CONTRACT

In the event any portion of this contract is deemed to be voided by a controlling court of law, such partial invalidity shall not affect the other portions hereof.

VII. GOVERNMENTAL REGULATIONS

The Consultant shall ensure that its performance of administering the CHIP Program is in compliance with the various Federal and State regulations as they relate to the scope of services rendered, including but not limited to applicable provisions of: 1) The Davis-Bacon Act as amended (40 U.S.C. 3141-3148); 2) The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); 3) The Equal Employment Opportunity provisions of 41 CFR Part 60; 4) The Debarment and Suspension provisions set forth in Executive Orders 12549 and 12689 including checking the System for Award Management (SAM); 5) The Byrd Ant-Lobbying Amendment (31 U.S.C. 1352); 6) The Clean Air Act (42 U.S.C. 7401-7671); 7) The Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements provisions of 37 CFR Part 401; 8) The Federal Water Pollution Control Act (33 U.S.C. 1251-1387); 9) The Solid Waste Disposal Act Section 6002; 10) The prohibitions on certain telecommunications and video surveillance services or equipment provisions at 2 CFR 200.216; 11) Section 109 of the Community Development Act of 1974; 12) Section 504 of the Rehabilitation Act of 1973; 13) Title I of the Civil Rights Act of 1964; 14) The Copeland Anti-Kick Back Act (18 U.S.C. 874); and 15) Section 3 of the Housing & Urban Act of 1968, as amended by, 12 U.S.C. 170, and regulations issued pursuant thereto by the Secretary of Housing & Urban Development set forth in 24 CFR, Part 135. In addition, preferences shall be given for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products. Moreover, ORDC will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible per 2 CFR 200.321.

VIII. SEGREGATED FACILITIES

The Consultant (contractor) will not maintain any facility which is provided for their employees in a segregated manner, or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IX. CONFLICT OF INTEREST

The Consultant will abide by the provision that no member, officer or employee of the grantee or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

X. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Consultant agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XI. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Consultant certifies that the Consultant will not request or receive any remuneration under this contract, or any bonus or commission, for the purpose of obtaining or soliciting: (1) HUD approval of applications for additional assistance; or (2) Any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation. Reasonable fees for bona fide technical, consultant, managerial services or services of a similar nature are permitted and eligible as program costs.

XII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audits, examinations, excerpts and/or transcripts.

XIII. ADMINISTRATIVE OVERSIGHT

Scott Reynolds, Director of Community and Economic Development, will be the local government representative for providing oversight to the Ohio Regional Development Corporation. There will be detailed reports provided, as needed, from the program administrator describing the status of each program and its funds. There will be a constant flow of communication between the two agencies to insure that the grant is being implemented properly, and in a timely manner.

XIV. AUTHORITY FOR THIS AGREEMENT

THIS AGREEMENT is authorized by appropriate action of the Tuscarawas County Commissioners as approved on Apr 11 26, 2023.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date following each signature.

<p>ATTEST:</p> <p><u>RA</u></p> <p><u>RA</u></p>	<p>FOR: Tuscarawas County</p> <p><u>Chris Muhl</u> 4/26/2023 Commissioner Date</p> <p><u>Kevin Zeman</u> 4/26/23 Commissioner Date</p>
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PF

Greg R 4/26/23
Commissioner Date

SD

FOR: Ohio Regional Development Corporation
Dale W. Hartle 4/12/23
Dale W. Hartle, President Date

Approved as to legal form:
Kristin W. Zemis 4/19/2023
Tuscarawas County Prosecutor Date

----- PY 2023 CHIP Contract [9] ----- Tuscarawas County & ORDC -----

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

RESOLUTION (359-2023) PAY BILLS

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

911			
Frontier	Service	\$226.13	
Frontier	Service	\$221.13	
Frontier	Service	\$46.30	
Ohio State Highway Patrol	LEADS	\$600.00	
Vertiv Corporation	Maintenance Agreement	\$3,235.36	
			\$4,328.92
Clerk of Courts			
AT&T	Services	\$88.24	
Frontier	Services	\$54.44	
Jeanne Stephen	Travel Reimbursement	\$117.60	
			\$260.28
Commissioners			
AEP	Electric Utility	\$1,749.19	
AEP	Electric Utility	\$381.53	
Frontier	Services	\$565.42	
Frontier	Services	\$224.76	
Holland & Muirden	Legal Fees	\$100.00	
ManCan	Janitorial Worker	\$799.36	
			\$3,820.26

Kent State University	Registration Fee	\$60.00	
MNJ Technologies	License Fee	\$990.00	
MNJ Technologies	Parts	\$170.00	
			\$1,220.00
Community & Economic Development			
Nicholas Construction & Remodeling	CHIP Home Proj #1	\$22,200.00	
			\$22,200.00
Dog & Kennel			
Blasenhauer Plumbing	Repairs	\$243.98	
Hillyard Ohio	Supplies	\$404.51	
Humble Creatures Vet Clinic	Services	\$485.00	
Parkway Auto Group	Services	\$103.16	
			\$1,236.65
Engineer			
Barnhart TV & Antenna	Parts	\$467.00	
Contech Engineered Solutions LLC	Supplies	\$18,000.00	
John Deere	Parts	\$36.74	
Rex Pipe & Supply	Supplies	\$53.19	
Sidwell Materials Inc	Material	\$473.60	
Terminal Supply Co	Supplies	\$151.83	
Tusc County Clerk of Courts	Court Costs	\$229.68	
Voto Manufacturing Sales Co	Supplies	\$226.92	
			\$19,638.96
Human Resources			
Tuscora SHRM	Meeting Registration	\$30.00	
			\$30.00
Information Technology			
MNJ Technology	Supplies	\$24.00	
			\$24.00
JFS			
Amber Van Norstrand	Incentive Payment #2	\$500.00	
Blended Family Health Care Service	Boarding Home Payroll	\$630.00	
Charter Communications	Services	\$109.99	
David & Erma Miller	FC Reimbursement	\$65.74	
David & Marybeth Miller	FC Reimbursement	\$36.40	
Forensic Fluids Laboratories	Tests	\$148.00	
Frontier	Services	\$125.88	
Goodwill Ind of Greater Cleveland	Court	\$525.00	
John C Reed	Kinship	\$325.00	
Lexisnexis Risk Solutions	Services	\$339.00	
Lighthouse Family Center Ltd	FACES/Evaluation	\$1,200.00	
Luke & Megan Kneuss	FC Reimbursement	\$201.13	
Melvin & Verna Yoder	FC Reimbursement	\$187.72	
Menards	Supplies	\$59.04	
Mohican Young Star Academy	March 2023	\$11,160.00	
Monique Bailey	Reimbursement	\$112.89	
Nicole Kadri	FC Travel Reimbursement	\$288.00	
Nicole Kadri	FC Reimbursement	\$45.83	
Ohio Turnpike	Travel Expenses	\$14.02	
Plus LTD Inc	FACES/Daycare	\$230.00	
Propio Language Services LLC	Services	\$179.53	
Quadient Inc	Supplies	\$200.45	
Quality Moments	Services	\$833.32	
Quez Therapeutic Solutions	Therapy	\$120.00	
Ronald & Denise Tedrick	FC Travel	\$43.20	

Tammy S Adams	Supplies	\$99.45	
Tusc County Commissioners	Cost Allocation	\$7,995.70	
Tusc County Commissioners	Cost Allocation	\$3,093.00	
Tusc County Health Dept	Birth Certificate	\$25.00	
Tusc County Sheriff	Fuel	\$319.41	
Tusc County Treasurer	Contract Services	\$2,560.95	
Wells Fargo Financial Leasing	Copier Contracts	\$736.98	
Wex Bank	Fuel	\$1,461.64	
			\$33,972.27
Juvenile/Probate			
Staples	Supplies	\$151.69	
Staples	Supplies	\$60.68	
			\$212.37
Sheriff			
AEP	Electric Utility	\$29.48	
AEP	Electric Utility	\$10,855.92	
Axon Enterprise, Inc	Training	\$495.00	
Blooms Printing & Design	Supplies	\$375.00	
Community Mental Health	Services	\$2,664.80	
Diamond Medical Supply	Supplies	\$138.71	
First Communications	Service	\$59.67	
G & L Supply	Supplies	\$274.42	
G & L Supply	Supplies	\$298.05	
Gemstone Gas & Welding Supply	Supplies	\$13.30	
Hajoca Corporation	Supplies	\$381.00	
HC Lobalzo & Sons Inc	Repairs	\$1,004.23	
New Phila Fire Dept	Services	\$1,819.20	
New Philadelphia Fire Dept	Services	\$132.00	
Oak Pointe Veterinary Care	Services	\$63.65	
Ohio Guidestone	Services	\$2,796.80	
Staples	Supplies	\$1,005.75	
Stark County Treasurer	Training	\$700.00	
VEIT	Copier Charges	\$127.73	
Verizon Wireless	Service	\$240.66	
Verizon Wireless	Services	\$1,175.47	
Wadsworth Service	Repairs	\$2,046.46	
			\$26,697.30
Southern District			
AEP	Electric Services	\$186.76	
AEP	Electric Services	\$411.66	
Mid-American Court Services	Services	\$201.50	
Navitas Credit Corp	Contract Services	\$412.20	
Twin City Water & Sewer	Services	\$72.00	
			\$1,284.12
		GRAND	
		TOTAL	\$114,925.13

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

April, 25, 2023, to the Governor's Office of Appalachia (GOA), to present Tuscarawas County's plan for the Appalachian Regional Commission Funding that we are going to be applying for through our Park Department. Jesse Rothacher, Park Director and Dan Rice, CEO, Ohio Canalway Coalition, did an excellent job in their presentation. It was important that we did a face to face with the GOA Director. I think everything went very well and it gives them an idea on what our plan is moving forward and they gave us some thoughts on how to be best prepared and we also gave them additional information they were not aware of. All Commissioners agreed it was a good trip.

RESOLUTION (360-2023) ADJOURN

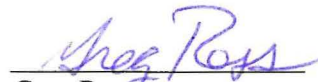
It was moved by Commissioner Ress, seconded by Commissioner Zemis, to adjourn at 9:09 a.m. to meet in Regular session Monday, the 1st day of May, 2023.


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

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


Chris Abbuhl


Kristin Zemis


Greg Ress


Attest: Rhonda Jordan, Clerk