

May 3, 2023

Agenda

Lord's Prayer
Pledge of Allegiance

9:30 a.m. Public Hearing #1 – PY-2023-24 CD Allocation Program – OCED

- Approve Minutes
- Approve Supplemental Appropriation (2)
- Approve Inter-Fund Transfer/Advance
- Approve Out of State Travel – Juvenile/Probate
- Approve out of County Travel – Water & Sewer
- Re-Appointment to ADAMHS Board – Demuth
- Approve Contract – Wilkshire Hills Upgrade Phase 2 Environmental Assessment
- Pay Bills
- Other Business
- Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION ON WEDNESDAY, THE 3RD DAY OF MAY, 2023, WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Abbuhl presiding

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

RESOLUTION (373-2023) APPROVE MINUTES

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

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

RESOLUTION (374-2023) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	E-0440-A018-A00	E-0410-A818-A16	\$50,000	2023 Guardianship Service Grant
Commissioners	E-0440-A018-A00	E-0260-A207-A01	\$15,000	2023 CAUV Assistance

Discussion: Commissioner Ress inquired if the supplemental for the GSB Board should be tabled until Judge Wilgus could be in attendance. It was determined that this action is to establish the expense line for future contributions to the GSB, and that there has been no determination on a final funding level.

Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (375-2023) INTER-FUND TRANSFER/ADVANCE

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

From: Co. General to Soil & Water	\$15,000.00
Children Services to Public Assistance	\$75,000.00

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

RESOLUTION (376-2023) OUT OF STATE TRAVEL-JUVENILE/PROBATE

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following Out of State travel request, as recommended by Judge Wilgus:

DATE: May 9-12, 2023
LOCATION: Tuscan, AZ
ATTENDING: Judge Adam Wilgus & Magistrate Anthony Flex
REASON: 2023 Nat'l College of Probate Judges Spring Conference
EXPENSES: \$3,850.00

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

RESOLUTION (377-2023) OUT OF COUNTY TRAVEL-WATER & SEWER

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following Out of County travel request, as recommended by Michael Jones, Sanitary Engineer:

DATE: May 16-17, 2023
LOCATION: North Canton, OH
ATTENDING: Todd Tacy & Ron Austin
REASON: Contact Hours for Operator License Renewal
EXPENSE: \$500.00

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

RESOLUTION (378-2023) RE-APPOINT-ALCOHOL DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD-TUSCARAWAS & CARROLL COUNTIES- JENNIFER DEMUTH

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the re-appointment of Jennifer Demuth to the Alcohol Drug Addiction and Mental Health Services (ADAMHS) Board. The term will begin July 1, 2023 and expire on June 30, 2027.

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

RESOLUTION (379-2023) APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH GREAT LAKES COMMUNITY ACTION PARTNERSHIP FOR PREPARING AN ENVIRONMENTAL ASSESSMENT FOR THE WILKSHIRE HILLS WWTP UPGRADE – PHASE 2 (PROJECT ID #WH-20-01)

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the attached Independent Contractor Agreement with the Great Lakes Community Action Partnership for preparing an Environmental Assessment (“EA”) as a condition of receipt of grant funds from the Appalachian Regional Commission (“ARC”) for the Wilkshire Hills WWTP Upgrade – Phase 2 for the amount of \$8,528.00 and authorizing the President of the Tuscarawas County Commissioners to executed said Agreement.

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



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 3rd day of May, 2023, between Tuscarawas County (“Client”), with a principal place of business at 9944 Wilkshire Blvd. NE, Bolivar, OH 44612 and Great Lakes Community Action Partnership (“Contractor”), of 127 South Front Street, Fremont, Ohio 43420.

ARTICLE I - TERM OF CONTRACT

This Agreement will become effective April 1, 2023 and will continue in effect through September 1, 2023 unless terminated sooner as provided in Article VI of this Agreement.

ARTICLE II - SERVICES TO BE PERFORMED BY CONTRACTOR

- 1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Client hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
- 2. **Specific Services.** Contractor agrees to perform the services specified in the "Scope of Services" **attached as Exhibit "A" to this Agreement** and incorporated in this Agreement by reference. Said "Scope of Service" may be amended in writing from time to time.
- 3. **Method of Performing Services.** Contractor will determine the method, details, and means of performing the services described in the Specific Services section. Client may specify only the results desired in regard to the specified services.

ARTICLE III - COMPENSATION

- 4. **Compensation.** Full compensation for the services rendered pursuant to this Agreement shall be as set forth on the Scope of Services.

ARTICLE IV - OBLIGATIONS OF CONTRACTOR

- 5. **Minimum Amount of Service.** Contractor agrees to devote such hours as are necessary to satisfy the obligations set forth in the "Scope of Services".
- 6. **Tools and Instrumentalities.** Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.
- 7. **Waiver of Claims.** The Client shall not be liable for, and Contractor hereby waives all claims against the Client, its officers, directors, members, employees and agents, for loss or damage to Contractor’s personal property, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism, or any other cause whatsoever, incurred in connection with the services provided hereunder, except to the extent caused by the Client’s gross negligence or willful misconduct.
- 8. **Assignment by Contractor.** Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Contractor, nor shall Contractor delegate the performance of any of the duties hereunder without the prior written consent of Client.

ARTICLE V - OBLIGATIONS OF CLIENT

- 9. **Cooperation of Client.** Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor’s duties under this Agreement.
- 10. **Assignment by Client.** Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Client, nor shall Client delegate the performance of any of Client’s duties hereunder without the prior written consent of Contractor.

ARTICLE VI - TERMINATION OF AGREEMENT

11. Termination on Notice. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

12. Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of any of the following events:

- A. Death, Total Incapacity or Dissolution of Contractor;
- B. Assignment of this Agreement by either party without the consent of the other party;
- C. Conviction of the Contractor of any crime that, in the reasonable opinion of the Client, may adversely affect the good will, operation or interest of the Client;
- D. Contractor damages or misappropriates the Client's property or funds.

13. Termination by Client for Default of Contractor. If Contractor defaults in the performance of this Agreement, fails or refuses to comply with the Client's written policies or to reasonably perform thereunder, is guilty of misconduct in connection with performance hereunder, or materially breaches any of this Agreement's provisions, Client, at Client's option, may terminate this Agreement by giving written notification to Contractor.

14. Termination by Contractor for Default of Client. If Client defaults in the performance of this Agreement or materially breaches any of its provisions, Contractor, at Contractor's option, may terminate this Agreement by giving written notification to Client.

15. Termination for Failure to Make Payments. If Client fails to pay Contractor all or any part of the compensation set forth in Article III of this Agreement on the date due, Contractor, at Contractor's option, may terminate this Agreement if the failure is not remedied by Client within fifteen (15) days written notice from Contractor that payment is overdue.

ARTICLE VII - GENERAL PROVISIONS

16. Notifications. Any and all notices, demands, or other communications required or desired to be given by either party may be effected either by personal delivery in writing, or by registered or certified mail, with postage prepaid and with return receipt requested. Mailed and emailed notices shall be addressed to the parties at the addresses listed below. Notices, demands or communications delivered personally or by email will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated five days after mailing. The addresses are as follows:

Contractor:
Great Lakes Community Action Partnership
PO Box 590
127 South Front Street
Fremont, Ohio 43420

Client:
Tuscarawas County
9944 Wilkshire Blvd, NE
Bolivar, OH 44612
Email: mjones@tcmsd.org

Each party may change its address for purposes of this section by giving written notice in the manner provided above.

17. Entire Agreement of Parties. This Agreement supersedes any and all agreements, both written and oral, between the parties with respect to the rendering of services by Contractor for Client, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.

18. Equal Employment Opportunity. Contractor will remain in compliance with the Equal Employment Opportunity Act, as amended.

19. Partial Invalidity. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect.

20. Waiver of Breach. The waiver by either Client or Contractor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Client or Contractor.

21. Payment of Monies Due Deceased Contractor. If Contractor dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Contractor from Client for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representatives, successors, or assigns.

22. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the arbitration award may be entered in Tuscarawas County.

23. Relationship of Parties. The parties intend that Contractor shall be an independent contractor for Client under this Agreement. Since Client is interested only in the results to be achieved, Contractor shall have full discretion in the management of his operations and the performance of his obligations hereunder. Contractor is not to be considered an agent or employee of Client for any purpose, and Contractor acknowledges that nothing contained in this Agreement shall be deemed or construed to create an employment, partnership or joint venture relationship or any association or relationship other than that of an independent contractor. Contractor shall be responsible for all federal, state and local taxes, including any employment taxes and Workers' Compensation or unemployment compensation costs, associated with his services.

24. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

25. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

26. Governing Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

IN WITNESS WHEREOF the undersigned have executed this Agreement at Fremont, Ohio as of the date first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Great Lakes Community Action Partnership

Tuscarawas County

By: Kristin Woodall
Kristin Woodall
Director, Community Development
Date: 2023-04-26

By: Chris Abbuhl
Chris Abbuhl
President, Board of County Commissioners
Date: 5/3/2023

Contact Email: mjones@tcmsd.org

Exhibit A – Scope of Services

Services to be performed:

The Contractor shall, in a satisfactory manner as Determined by the Client, perform all the following activities with respect to the Client’s Appalachian Regional Commission (ARC) grant:

Deliverable #1: Contractor will conduct work related to the **Environmental Review Record (ERR)**, which will include the following tasks:

- Prepare the required environmental review record (ERR), which includes data collection, narrative preparation, mapping, notices, certifications, and public agency coordination. The Contractor is responsible for all costs involved with the advertising of the required public notices.
- The Contractor cannot begin work on the environmental report until the following information has been provided by the Client: a copy of the Preliminary Engineering Report (PER) for a water, sewer, or stormwater project. If the PER is not available at the time of this contract, the Client must provide the Contractor a detailed project description that describes all project components being proposed and the need for the project, a detailed cost estimate and an outline of all project components on a USGS topographical map. The Client must provide the PER to the Contractor before the public notices can occur or the environmental assessment can be completed.
- Contractor shall not be responsible for additional studies (i.e., wetland delineation, archaeological phase 1 studies, etc.) that may be required.

Fee:

Contractor will invoice the Client upon completion of Deliverable #1 the total amount of eight thousand five hundred twenty-eight dollars (**\$8,528**).

VOTE:

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

RESOLUTION (380-2023) PAY BILLS

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

Auditor			
Staples Business Advantage	Supplies	\$96.65	
Treasurer State of OH	LGS Audit	\$5,662.50	
			\$5,759.15
Child Support			
Action Now Pest Control	Pest Control	\$145.00	
Embassy Suites Columbus	Lodging	\$128.70	
Dominion Energy	Service	\$312.32	
Frontier	Fax Service	\$54.44	
Comdoc	Toner	\$166.95	
Total First Aid	Supplies	\$182.50	
OCDA Canton/Cleveland District	Quarterly Meetings	\$80.00	
First Citizens Bank & Trust	Copier Lease	\$359.88	
CBTS	Phone Charges	\$664.72	
Go Shred	Monthly Shredding	\$50.53	
			\$2,145.04
Common Pleas			
Elizabeth Stephenson	Travel	\$142.20	
Jennifer Lowry	Travel	\$324.43	
			\$466.63
Community & Economic Development			
Mount Corrick Construction	CHIP Home Repair	\$2,000.00	
Ohio Regional Development Corp	CHIP Soft Costs	\$672.00	
Ohio Regional Development Corp	CHIP Furnace Insp	\$400.00	
Ohio Regional Development Corp	CHIP Soft Costs	\$9,404.00	
Mount Corrick Construction	CHIP Home Repair	\$2,100.00	
Ohio Regional Development Corp	CHIP Soft Costs	\$77.00	
			\$14,653.00
Coroner			
Cuyahoga County Medical Examiner	Autopsy	\$2,000.00	
Cuyahoga County Medical Examiner	Autopsy	\$2,000.00	
Axis Forensic Toxicology	Toxicology	\$392.00	
Catherine Clarke	Mileage	\$112.20	
Jeffrey Cameron	Mileage	\$45.60	
			\$4,549.80
EMA			
Staley Technologies	Supplies	\$1,147.50	
US Bank Equipment Finance	Copier Lease	\$98.58	
			\$1,246.08
Engineer			
Leader Machinery	Repairs/Parts	\$371.81	
Jamar Technologies	Repairs/Parts	\$251.85	
Contech Engineering & Solutions	Duramax Pipe	\$18,000.00	
Cross Truck Equipment	Repairs/Parts	\$223.15	

UMCIC	Drug Tests/Physicals	\$55.00	
Stony Point Supply	Supplies	\$122.60	
Frontier Communications	Service	\$251.10	
American Electric Power	Service	\$1,742.30	
Joe Bachman	Travel & Misc	\$630.14	
Allen Chase Enterprises	Guardrail Spraying	\$33,105.30	
Ohio Machinery	Repairs/Parts	\$10,275.88	
Ziegler Bolt & Nut House	Supplies	\$291.50	
RJ Wright & Sons	Repairs/Parts	\$147.95	
Cargill Inc	Salt per bid	\$36,435.58	
Dover Brake	Repairs/Parts	\$212.50	
Precision Repair Service	Repairs	\$1,432.92	
Triple R Trailer	Repairs/Parts	\$40.00	
Fastenal	Supplies	\$80.16	
			\$103,986.21
HR			
Harris Computer Systems	Uniface License	\$150.12	
			\$150.12
JFS			
Society for Equal Access	Transportation	\$52,907.38	
Horizons of Tusc & Carroll	Transportation	\$11,342.24	
Go Shred	Shredding Service	\$138.75	
Grainger	Traffic Cones	\$90.09	
CBTS	Phone Service	\$1,676.54	
Verizon Wireless	Surface Pro Data	\$261.40	
Lee's Famous Recipe	Fraud Luncheon	\$730.00	
John Tantarelli Jr	Fraud Prevention	\$1,000.00	
Christopher Neary	Fraud Billboard	\$2,400.00	
John Reid & Associates	Training	\$99.00	
Jennifer Abbuhl	FC Daycare	\$207.44	
Nicole Kadri	FC Daycare	\$71.24	
M-n-M Visitation Services	FACES	\$90.00	
The Julia Paige Family Center	Boarding Home Pysl	\$43,710.00	
Rick & Tammy Christopher	FC Reimb	\$196.00	
Lighthouse Family Center	FACES	\$600.00	
Blended Family Health Care	Rent & Utilities	\$630.00	
			\$116,150.08
Probate/Juvenile			
Comdoc	Service Contract	\$64.37	
Comdoc	Service Contract	\$63.50	
Xerox	Leased Copier	\$100.18	
Xerox	Leased Copier	\$100.18	
Xeros	Leased Copier	\$100.18	
			\$428.41
Sheriff			
Dominion Energy	Natural Gas	\$3,332.14	
Lowe's	Supplies	\$66.46	
David Cannon	Training	\$50.00	
Elite Tire Dover	Cruiser Repairs	\$652.64	
Visual Edge IT	Copier Charges	\$356.56	
US Bank Equipment Finance	Copier Leases	\$557.93	

Legal Liability Risk Mgmt	Training	\$325.00	
G & L Supply	Supplies	\$990.50	
Todd's Mowing	Repairs	\$402.86	
Model Uniforms	Uniform Cleaning	\$200.00	
Frontier	Utilities	\$2,783.88	
Arney	Cruiser Repairs	\$3,789.09	
Staples	Supplies	\$381.59	
MNJ Technologies	Supplies	\$170.00	
			\$14,058.65
Treasurer			
Jeff Mamarella	Travel	\$211.20	
			\$211.20
Veterans			
Capital One	Walmart Payment	\$54.40	
Pitney Bowes Global Finance	Lease	\$151.56	
Finishing Touch Carpet Cleaning	Janitorial Services	\$520.00	
Ferris Chevrolet	Van Service	\$102.85	
MNJ Technologies	Microsoft Office	\$402.00	
Charter Communications	Internet/TV	\$229.11	
			\$1,459.92
Water & Sewer			
Tusc Co Commissioners	Building Payment	\$3,076.25	
American Electric Power	Service	\$159.07	
Northeast OH Natural Gas	Utility	\$124.29	
Frontier	Service	\$55.51	
SAL Chemical	Materials	\$2,269.60	
Frontier	Service	\$67.37	
Charter Communications	Internet	\$99.99	
Tusc Co Commissioners	Wellhead Prot/Int	\$101.24	
Tusc Co Commissioners	Wellhead Prot/Princ	\$1,300.43	
Vac 2 Go	Maint/Repairs	\$904.20	
SAL Chemical	Materials	\$1,038.05	
Mike Jones	Training/Education	\$105.93	
			\$9,301.93
		GRAND TOTAL	\$274,566.22

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

OTHER BUSINESS:

RESOLUTION (381-2023) SUPPLEMENTAL APPROPRIATION

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff's Office	E-0440-A017-A00	E-0220-A006-A02	\$17,770.20	Retirement Payout

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

Commissioner Ress stated that he and Commissioner Zemis met with County Engineer, Joe Buchman, recently for an overview of what the Engineer's Department does and also toured their facility, which was very informative. Commissioner Zemis added that their facility is very dated and they have a lot of institutional knowledge with current staff.

RESOLUTION (382-2023) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to recess at 9:14 a.m., until Public Hearing #1 for the PY 2023 CD Allocation Program.

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

Commissioner Abbuhl called the meeting out of recess and back into Regular Session at 9:30 a.m. for the purpose of Public Hearing #1 for the PY 2023 CD Allocation Program.

PUBLIC HEARING:

MINUTES OF PUBLIC HEARING #1, PY-2023-24 CD ALLOCATION PROGRAM MAY 3, 2023

The public hearing began promptly at 9:30 a.m. in the William E. Winters' Conference Room, 125 East High Ave., New Philadelphia OH 44663. Chris Abbuhl, President of the Board of Commissioners opened the meeting and turned it over to Scott S. Reynolds, Director, with the Tuscarawas County Office of Community & Economic Development (OCED). Mr. Reynolds mentioned this is the first of two public hearings scheduled for the PY-2021-22 Community Development Allocation Program. Mr. Reynolds proceeded by reading the Public Notice of Public Hearing #1 that was published *The Times Reporter* on April 6, 2023. He then briefly discussed the different types of Grants that are available through the CDBG program. The second public hearing is scheduled for Wednesday, June 7, 2023 at 9:30 AM. The date and time the Application is June 14, 2023 Before 5:00 PM. The Second Public Hearing will announce and discuss the projects that have been chosen for funding and a legal or display ad with the proposed projects will be published at least ten days prior to the Second Public Hearing.

Mr. Reynolds then mentioned the Community Housing Impact and Preservation Program (CHIP) and the activities that it can fund. He also stated that the County is eligible for up to approximately \$800,000.00 in CHIP funds as long as we partner with the City of Dover. Each entity, if applying on their own is eligible for \$50,000.00 less each if they do not partner. Tuscarawas County and Dover do intend to partner together for the 2023 CHIP Grant.

The CHIP grant program, as well as the CD Allocation grant, are very important to our county and its' residents.

A copy of the Requests for Funding table listing the applicants and the amounts of their requests are attached to the minutes and made part of the record, as well as the sign in sheet and a copy of the advertisement. Mr. Reynolds made it known, the amount for funding is \$1,000.00 less than the estimate in the Advertisement for the First Public Hearing (The estimate was \$335,000.00 and the actual Notice informed us that the amount for 2023 is \$334,000.00).

Mr. Reynolds read the list of sub-recipient applications submitted, the project's name, and the project's location, the total cost of project, the amount of local funds committed to the project and the amount of CD Allocation funds being requested and LMI percent of those in the service area as well as the number of beneficiaries. (See attached Funding Requests for details.)

There was a total of eight (8) applications submitted for the CD Allocation Program. Mr. Reynolds mentioned the General Administration and Fair Housing Activities that are required by the State will be paid from the County's allocation but will not count against the County's number of activities limit.

Commissioner Abbuhl, President of the Tuscarawas County Board of Commissioners then gave each person the opportunity to respond or add their thoughts on their individual requests. Several spoke in favor of their projects and stated some of the reasons why the projects are needed.

Commissioner Abbuhl closed Public Hearing #1 at 10:07 AM.

Submitted By:

Scott S. Reynolds

Scott S. Reynolds, Director

Tuscarawas County Office of Community & Economic Development

SIGN -IN SHEET

PY 2023 CDBG
PUBLIC HEARING #1

Wednesday, May 3, 2023 @ 9:30 a.m.

NAME:	COMMUNITY OR ORGANIZATION REPRESENTING:
<i>Karl Kotler</i>	<i>Clay Twp</i>
<i>Laurie Green</i>	<i>Mineral City</i>
<i>Brice Miller</i>	<i>Clay Twp.</i>
<i>Dana Moore</i>	<i>Village of Tuscarawas</i>
<i>D.S. Meek</i>	<i>Village of Tuscarawas</i>
<i>Scott Reynolds</i>	<i>Tusc. Co. OCEP</i>
<i>Chris Abbuhl</i>	<i>Commissioner</i>
<i>Greg Riss</i>	<i>Commissioner</i>
<i>Krista Zenu</i>	<i>Commissioner ✓</i>
<i>Melissa Clark</i>	<i>Commissioners/ITR</i>
<i>Crystal DiGeronimo</i>	<i>Commissioners Office</i>

ments are met, the allocation program can fund a broad range of activities, such as public facilities, public services, housing, economic development & fair housing. The proposed activities must primarily benefit Low and Moderate Income Households and/or aid in the prevention of slum and blight. A second public hearing will be held on Wednesday, June 7, 2023 at 9:30 am in the Tuscarawas County William E. Winters' Conference Room, 125 East High Avenue, New Philadelphia, Ohio 44663 to announce the chosen funding recipients and solicit citizens' views & comments on the chosen recipients.

Citizens are encouraged to attend this hearing on Wednesday, May 3, 2023 at 9:30 am and the hearing on Wednesday, June 7, 2023 at 9:30 am to provide their input or obtain information about the above referenced programs. Tuscarawas County's political subdivisions and qualified public service agencies may download the local CD allocation application from the following web address, <http://www.co.tuscarawas.oh.us/OCED/Forms.htm> under the "COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMS" Section (Select "PY-2023-24 CD Allocation Application Package"). If you do not have web access please contact the Tuscarawas County Office of Community & Economic Development (OCED) at 125 East High Avenue, Room 212, New Philadelphia, Ohio 44663, (330) 365-3219. Applications will be accepted prior to or at the Public Hearing on Wednesday, May 3, 2023 @ 9:30 am.

ATTEST: Tuscarawas County Clerk,
Rhonda Jordan
Published by order of the
Tuscarawas County
Board of Commissioners
Published in The Times
Reoirter April 6, 2023.

NOTICE OF PUBLIC HEARING #1 (PY-2023-24 Community Development Allocation Program)
The County of Tuscarawas intends to apply to the Ohio Development Services Agency (ODSA) Office of Community Development (OCD) for funding through the Ohio Community Development Block Grant (CDBG) Small Cities Program. The programs that will be discussed include COMMUNITY DEVELOPMENT: Allocation Program (approx. \$335,000), Critical Infrastructure (Up to \$500,000), Neighborhood Revitalization (Up to \$750,000), Residential Public Infrastructure (Up to \$750,000); AFFORDABLE HOUSING: Community Housing Impact and Preservation (CHIP) Program, Housing Opportunities for Persons with AIDS (HOPWA), Housing Assistance Grant Program; SUPPORTIVE HOUSING: Homeless Crisis Response Program, Supportive Housing Program; ECONOMIC DEVELOPMENT: Appalachian Development Programs, Economic Development and Public Infrastructure.
Public Hearing #1 will be held on Wednesday, May 3, 2023 at 9:30 am in the Tuscarawas County Office Building next to the courthouse, William E. Winters' Conference Room, located at 125 East High Avenue, New Philadelphia, Ohio 44663 to provide citizens with pertinent information about the various programs, including an explanation of various eligible activities and program requirements.



4/6/23

RESOLUTION (383-2023) ADVISEMENT-PY 2023 CDBG APPLICATIONS-OCED

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to take under advisement the following submitted PY 2023 CDBG applications:

REQUESTS FOR FUNDING PY2023 CDBG ALLOCATION PROGRAM PUBLIC HEARING #1 - MAY 3, 2023

	Date Recd	Political Subdivision/Entity:	Project Description:	Total Cost:	Local Share If Applicable:	CDBG Funds Requested:	Last Year Funded:	LMI Eligibility: (51% or above)	Notes
1	4/24/2023	Clay Township	Resurfacing of Allger Road (Twp. Rd. # 159). 2,740 Linear Feet of 18' wide roadway.	\$111,711.36	\$11,171.14	\$100,540.23	2017	63.60%	Approximately 33 beneficiaries. (10 Households)
2	4/27/2023	Village of Dennison	Removal of existing sidewalk and 475 linear feet of new sidewalk along with curb, drainage, pavement, retaining walls and necessary steps as well as earthwork seeding and mulching.	\$243,400.00	\$25,000.00	\$120,000.00	2021	55.41%	Approximately 260 households in the Service Area. \$100,000.00 will be used to fund the project with Tuscarawas County ARPA Funds.
3	4/27/2023	Village of Dennison	Removal of existing sidewalk and 375 linear feet of new sidewalk along with curb, pavement, and necessary steps as well as earthwork seeding and mulching.	\$162,250.00	\$10,000.00	\$60,000.00	2021	55.41%	Approximately 260 households in the Service Area. \$100,000.00 will be used to fund the project with Tuscarawas County ARPA Funds.
4	4/28/2023	Rush Township	Grind base and resurfacing of Stillwater Road (Twp 1055) 2,107 linear feet of 12' wide roadway	\$99,089.04	\$20,000.00	\$99,889.04	2010	57.99%	Approximately 26 beneficiaries (10 households)
5	5/1/2023	Fairfield Township	Mill and Resurface All of the Streets in the Unincorporated Village of Somerdale except for Riggle Hill Road.	\$213,595.53	\$0.00	\$213,595.53	2019	?	No Census nor applicable survey data.
6	5/2/2023	City of Dover	Reconstruction of 7th Street between Tuscarawas Avenue and Center Street (390 Linear Feet)	\$205,000.00	\$135,000.00	\$70,000.00	2019	85.83%	Census Data (CT#207, BG#6) 10 Households 26 to 27 Beneficiaries-?
7	5/3/2023	Village of Mineral City	Reconstruction of First Street from Grant Street to the Dead End.	\$32,676.20	\$1,676.20	\$31,000.00	2014	54.10%	LMI Survey Information 17 Households 37 Beneficiaries
8	5/3/2023	Village of Tuscarawas	Village Community Center - Parking Lot Reconstruction	\$106,204.24	\$204.24	\$106,000.00	2019	54.23%	LMI Survey Information 247 Households 579 Beneficiaries

REQUESTS FOR FUNDING PY2023 CDBG ALLOCATION PROGRAM PUBLIC HEARING #1 - MAY 3, 2023

Date Recd	Political Subdivision/Entity:	Project Description:	Total Cost:	Local Share If Applicable:	CDBG Funds Requested:	Last Year Funded:	LMI Eligibility: (51% or above)	Notes
9								
10								
11								
N/A	Administration/Fair Housing (Required Activity-15%/5%)	General Grant Administration & Fair Housing Services (Grant-Wide)	\$66,800.00	\$0.00	\$66,800.00	N/A	N/A	N/A
Total Requests:			\$1,240,726.37	\$203,051.58	\$867,824.80			
BREAKDOWN OF ADMINISTRATIVE EXPENSES:								
N/A	**Total CDBG Funding Available County:	\$334,000.00	Minus Administration & Fair Housing Expenses: \$66,800.00	County CDBG Funds Available for Projects = \$267,200.00	\$934,624.80	N/A	N/A	N/A

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

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (384-2023) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to adjourn at 10:08 a.m., to meet in Regular Session, Monday the 8th day of May, 2023.

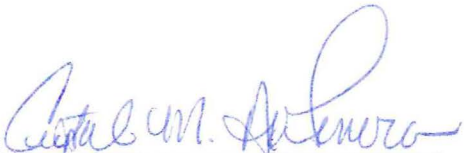
VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

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: 
Crystal M DiGenova, acting clerk