

June 7 , 2023

Agenda

Lord's Prayer
Pledge of Allegiance

9:30 a.m. Public Hearing – CDBG for OCED

10:00 a.m. Public Hearing – 2nd Hearing for CHIP Program – ORDC

Approve Minutes 6-5-23

Approve Supplemental Appropriation (4)

Approve Transfer of Funds (1)

Approve Inter-Fund Transfer/Advance

Approve Treasurer's Report – May 2023

Accept Sewer Improvements at Massarelli Baseball Complex – Lawrence Township

Approve Sub-Grant Agreement - JFS

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION
WEDNESDAY, THE 7th DAY OF JUNE, 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 (479-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the minutes from the June 5, 2023 meeting as written.

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

RESOLUTION (480-2023) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer Department	E-1300-P300-P16	E-1300-P000-P14	\$124.15	Cover August payment for Worker's Comp Premiums
County Court	E-1480-S058-S10	E1480-S-058-S04	\$8,600.00	Needed to pay the service contract for Pioneer 360, from yearly to monthly
Community Corrections	E-1690-T013-T15	E-1692-T013-T33	\$91.68	Cover insurance costs through June 2023
Commissioners	E-1940-U040-U10	E-1940-U040-U03	\$75,000.00	Dog Pound Drive re-location
Commissioners	E-1940-U040-U10	E-1940-U040-U03	\$8,721.00	Approved funding for Health Dept parking lot seal & stripe
Commissioners	E-1940-U040-U10	E-1940-U040-U03	\$5,675.00	Approved funding for Public Defender (2023 Fair Ave) lighting project

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

RESOLUTION (481-2023) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
EMA	E-0250-A006-F02	E-0250-A006-F13	\$24.05	Cover Workers Comp charges for 2023

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

RESOLUTION (482-2023) INTER-FUND TRANSFER/ADVANCE

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

From: County General to Public Assistance (June Mandated Share) \$18,610.00

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

RESOLUTION (483-2023) APPROVE TREASURER'S INVESTMENTS (May 2023)

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the Treasurer's Investments for May 2023:

Jeffery S. Mamarella
Tuscarawas County Treasurer
P.O. Box 250
New Philadelphia, OH 44663
Phone (330) 365-3254 • Fax (330) 365-3259

June 2, 2023

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, OH 44663

Commissioners:

As provided by Section 135.35(L)(5) of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of **May, 2023**.

May Depository and Investment income received is: \$271,051.27. This brings the cumulative interest total as of May 31st to \$1,549,095.90. The estimated investment income for 2023 is \$2,300,000.

Monthly Investment Total = \$82,282,408.51

Balance in Checking Acct. – JPMorgan Chase \$6,738,454.57 Huntington \$1,155,367.24

.....
cc: Tuscarawas County Auditor, Prosecutor, Clerk of Courts, Recorder

Monthly Inventory Report
 Obligations and Securities
 for County of Tuscarawas
 As of May 31, 2023

	Folio #	Call Type	Treasurer's Book Value	Yield	Quantity	Maturity Date	Purchase Date
Courthouse Improvement Bond	17-18	25 yr/5 yr call	\$782,706.89	5.618%	\$782,706.89		
FHLB	08-21	3 mo	\$1,000,000.00	0.650%	\$1,000,000.00	2/26/2026	2/26/2021
Synchrony Bank	12-21	n/a	\$249,000.00	0.700%	\$249,000.00	10/22/2024	10/22/2021
FHLB	13-21	n/a	\$1,000,000.00	0.500%	\$1,000,000.00	11/24/2023	11/24/2021
Sallie Mae Bank/Salt Lke	14-21	n/a	\$248,000.00	1.000%	\$248,000.00	12/16/2024	12/15/2021
Federal Home Ln Bk	15-21	3 mo	\$1,000,000.00	0.750%	\$1,000,000.00	12/29/2023	12/29/2021
Federal Home Loan Bank	01-22	n/a	\$500,000.00	1.000%	\$500,000.00	2/7/2024	2/7/2022
Federal Home Loan Bank	07-22	1 mo	\$500,000.00	2.420%	\$500,000.00	4/19/2024	4/19/2022
Federal Home Loan Bank	08-22	1 mo	\$500,000.00	2.750%	\$500,000.00	4/17/2025	4/22/2022
UBS Bank USA	09-22	n/a	\$249,000.00	2.850%	\$249,000.00	5/13/2024	5/11/2022
American Express Nat'l Bank	10-22	n/a	\$246,000.00	3.100%	\$246,000.00	5/12/2025	5/11/2022
Federal Farm	13-22	30 day cont	\$1,000,000.00	3.490%	\$1,000,000.00	12/22/2023	6/22/2022
Federal Home Loan Bank	17-22	3 mo	\$1,000,000.00	3.000%	\$1,000,000.00	3/28/2024	6/29/2022
Peoples Security B&TC	18-22	3 mo	\$246,000.00	3.100%	\$246,000.00	12/29/2023	6/29/2022
Capital One Bank USA	19-22	n/a	\$245,000.00	3.300%	\$245,000.00	7/1/2024	6/29/2022
Federal Farm Credit Bank	22-22	3 mo cont	\$1,000,000.00	3.290%	\$1,000,000.00	7/19/2023	7/19/2022
FHLB	24-22	3 mo	\$1,000,000.00	3.000%	\$1,000,000.00	7/26/2024	7/26/2022
Capital One National Assn	26-22	n/a	\$245,000.00	3.350%	\$245,000.00	8/11/2025	8/10/2022
Morgan Stanley Bk NA	27-22	n/a	\$246,000.00	3.200%	\$246,000.00	8/12/2024	8/11/2022
Federal Home Loan Mtg	28-22	3 mo	\$1,000,000.00	3.820%	\$1,000,000.00	8/28/2024	8/30/2022
Federal Home Loan Bank	31-22	3 mo	\$1,000,000.00	4.000%	\$1,000,000.00	6/20/2024	9/20/2022
Morgan Stanley	33-22	n/a	\$244,000.00	4.100%	\$244,000.00	9/30/2024	9/29/2022
Federal Home Loan Bank	34-22	3 mo	\$1,000,000.00	5.000%	\$1,000,000.00	9/30/2025	9/30/2022
BMO Harris Bank NA	35-22	n/a	\$244,000.00	4.300%	\$244,000.00	10/15/2024	10/14/2022
HABIB American Bank	36-22	n/a	\$244,000.00	4.300%	\$244,000.00	10/17/2025	10/17/2022
Discover Bank	37-22	n/a	\$244,000.00	4.400%	\$244,000.00	10/19/2026	10/18/2022
Forbrite Bank	39-22	n/a	\$249,000.00	4.000%	\$249,000.00	12/15/2027	12/15/2022
Southern Bank	40-22	n/a	\$245,000.00	4.000%	\$245,000.00	12/16/2027	12/16/2022
Connectone Bank	41-22	n/a	\$249,000.00	4.300%	\$249,000.00	12/22/2025	12/20/2022
Firstbank Puerto Rico	42-22	n/a	\$249,000.00	4.000%	\$249,000.00	12/21/2027	12/21/2022
FVCBank	43-22	n/a	\$249,000.00	4.300%	\$249,000.00	12/22/2025	12/22/2022
One Community Bank	44-22	n/a	\$249,000.00	4.100%	\$249,000.00	12/22/2026	12/22/2022
FHLMC	46-22	1 year	\$1,000,000.00	5.000%	\$1,000,000.00	12/29/2026	12/29/2022

Monthly Inventory Report
Obligations and Securities
for County of Tuscarawas
As of May 31, 2023

Manuf & Traders Trust Co	02-23	n/a	\$245,000.00	4.000%	\$245,000.00	1/20/2027	1/20/2023
City Natl Bank-Bev Hills	04-23	n/a	\$244,000.00	4.350%	\$244,000.00	1/26/2026	1/25/2023
The Federal Savings Bank	06-23	n/a	\$249,000.00	4.000%	\$249,000.00	1/30/2026	1/31/2023
Machias Savings Bank	08-23	n/a	\$249,000.00	4.100%	\$249,000.00	2/9/2026	2/9/2023
Federal Farm Cre Bank	10-23	n/a	\$1,000,000.00	4.125%	\$1,000,000.00	2/13/2026	2/13/2023
First Business Bank	12-23	n/a	\$245,000.00	4.000%	\$245,000.00	8/17/2026	2/15/2023
Texas Exchange Bank SSB	13-23	n/a	\$249,000.00	4.000%	\$249,000.00	2/17/2028	2/17/2023
Bank Five Nine	16-23	n/a	\$249,000.00	4.200%	\$249,000.00	8/24/2026	2/24/2023
Blue Ridge Bank NA	17-23	n/a	\$244,000.00	4.200%	\$244,000.00	2/28/2028	2/28/2023
Security Bank and Trust	18-23	n/a	\$244,000.00	4.400%	\$244,000.00	3/8/2027	3/8/2023
The Peoples Bank Co	19-23	n/a	\$249,000.00	4.700%	\$249,000.00	3/17/2027	3/17/2023
Midwest Bank	20-23	n/a	\$248,000.00	5.000%	\$248,000.00	3/23/2026	3/21/2023
Ally Bank	21-23	n/a	\$243,000.00	5.050%	\$243,000.00	3/23/2026	3/23/2023
First National Bank/DAMA	22-23	n/a	\$248,000.00	5.000%	\$248,000.00	9/23/2026	3/23/2023
MVB Bank Inc	23-23	n/a	\$248,000.00	5.300%	\$248,000.00	3/24/2025	3/24/2023
Georgia Banking Company	24-23	n/a	\$243,000.00	5.150%	\$243,000.00	3/27/2025	3/27/2023
Bankers Bank of the West	25-23	n/a	\$248,000.00	5.000%	\$248,000.00	3/30/2026	3/30/2023
Tristate Capital Bank	26-23	n/a	\$243,000.00	5.000%	\$243,000.00	3/30/2026	3/30/2023
United Fidelity Bank FSB	27-23	n/a	\$248,000.00	5.050%	\$248,000.00	9/30/2025	3/30/2023
Customers Bank	28-23	n/a	\$243,000.00	5.000%	\$243,000.00	3/31/2026	3/31/2023
Heartland Bank	29-23	n/a	\$249,000.00	4.650%	\$249,000.00	3/31/2027	3/31/2023
First National Bank of Michigan	30-23	n/a	\$249,000.00	4.250%	\$249,000.00	4/4/2028	4/4/2023
Bank of Utah	31-23	n/a	\$249,000.00	4.250%	\$249,000.00	5/10/2028	5/10/2023
CIBC Bank USA	32-23	n/a	\$244,000.00	4.350%	\$244,000.00	5/16/2028	5/16/2023
Star Ohio re-opened 11/28/12			\$57,889,701.62	5.200%	\$57,889,701.62	Open End	
TOTAL			\$82,282,408.51				

June 1, 2023
9:49AM

Summary of Accounts

Report: Trchracl.rpt
6 of 8

Tuscarawas County Treasurer
As of 5/31/2023

Y60	EMPLOYEE FLEX SPENDING - TC8DD	17,960.45
Y92	JOINT PUBLIC DEFENDER COMM.	292,177.24
Y95	WORKERS COMP. PAYABLE	324,195.71
Y96	PERS PAYABLE	32,566.73
Y98	HEALTH PAYABLE ACCOUNT	0.00
Y99	PAYROLL	0.00
	Funds Total	91,212,983.86

<u>Bank Accounts</u>		<u>Description</u>	<u>Balance</u>
HCK	CK	CHECKING	1,155,367.24
JPC	251183528	JPMORGAN CHECKING ACCOUNT	7,642,470.29
		Bank Accounts Total	8,797,837.53

<u>Cash on Hand</u>		<u>Description</u>	<u>Balance</u>
CSH	01	CASH ON HAND	132,747.82
		Cash on Hand Total	132,747.82

<u>Investment Accounts</u>		<u>Description</u>	<u>Balance</u>
CO	DOME-17	COURTHOUSE IMPROVEMENT BOND, SERIES 2017	782,706.89
MBS	FOLIO 01-22	3130AQLR2 1.00% 02-07-24	500,000.00
MBS	FOLIO 01-23	564759RS9 4.00% 01-20-27	245,000.00
MBS	FOLIO 04-23	178180GW9 4.35% 01-26-26	244,000.00
MBS	FOLIO 06-23	313812EA3 4.00% 01-30-26	249,000.00
MBS	FOLIO 07-22	3130ARHH7 2.42% 04-19-24	500,000.00
MBS	FOLIO 08-21	3130AKZ25 0.65% 02-26-26	1,000,000.00
MBS	FOLIO 08-22	3130ARHM6 2.75% 04-17-25	500,000.00
MBS	FOLIO 08-23	554479EG6 4.10% 02-09-26	249,000.00
MBS	FOLIO 09-22	90348J3B4 2.85% 05-13-24	249,000.00
MBS	FOLIO 10-22	02589ACP5 3.10% 05-12-25	246,000.00
MBS	FOLIO 10-23	3133EPAQ8 4.125% 02-13-26	1,000,000.00
MBS	FOLIO 11-22	3130ARZ61 2.25% 05-18-23	0.00
MBS	FOLIO 12-21	87165FC69 0.70% 10-22-24	249,000.00
MBS	FOLIO 12-23	31938QW26 4.00% 08-17-26	245,000.00
MBS	FOLIO 13-21	3130APLY9 0.50% 11-24-23	1,000,000.00
MBS	FOLIO 13-22	3133ENZEE3 3.49% 12-22-23	1,000,000.00
MBS	FOLIO 13-23	88241TQW3 4.00% 02-17-28	249,000.00
MBS	FOLIO 14-21	785451BA0 1.00% 12-16-24	248,000.00
MBS	FOLIO 15-21	3130AQBE8 0.750% 12-29-23	1,000,000.00
MBS	FOLIO 16-23	062119AZ5 4.20% 08-24-26	249,000.00
MBS	FOLIO 17-22	3134GXVF5 3.00% 03-28-24	1,000,000.00
MBS	FOLIO 17-23	09582YAF9 4.20% 02-28-28	244,000.00
	FOLIO 18-22	712303AT3 3.10% 1 23	246,000.00

Summary of Accounts

		Tuscarawas County Treasurer			
		As of 5/31/2023			
MBS	FOLIO 18-23	814010QJ0	4.40%	03-08-27	
MBS	FOLIO 19-22	14042THC4	3.30%	07-01-24	244,000.00
MBS	FOLIO 19-23	710275AC2	4.70%	03-17-27	245,000.00
MBS	FOLIO 20-23	59828PCQ1	5.00%	03-23-26	249,000.00
MBS	FOLIO 21-23	02007GM42	5.05%	03-23-26	248,000.00
MBS	FOLIO 22-22	3133ENB41	3.29%	07-19-23	243,000.00
MBS	FOLIO 22-23	32117BFR4	5.00%	09-23-26	1,000,000.00
MBS	FOLIO 23-23	62847NDN3	5.30%	03-24-25	248,000.00
MBS	FOLIO 24-22	3130ASKVO	3.00%	07-06-24	248,000.00
MBS	FOLIO 24-23	37312PDE6	5.15%	03-27-25	1,000,000.00
MBS	FOLIO 25-23	06610TEX9	5.00%	03-30-26	243,000.00
MBS	FOLIO 26-22	14042RTP6	3.35%	08-11-25	248,000.00
MBS	FOLIO 26-23	89677DJE7	5.00%	03-30-26	245,000.00
MBS	FOLIO 27-22	6169OUQ52	3.20%	08-12-24	243,000.00
MBS	FOLIO 27-23	910286GD9	5.05%	09-30-25	246,000.00
MBS	FOLIO 28-22	3134GXP81	3.82%	08-28-24	248,000.00
MBS	FOLIO 28-23	23204HNV6	5.00%	03-31-26	1,000,000.00
MBS	FOLIO 29-23	42236XAN5	4.65%	03-21-27	243,000.00
MBS	FOLIO 30-23	32114VCJ4	4.25%	04-04-28	249,000.00
MBS	FOLIO 31-22	3130ATAR8	4.00%	06-20-24	249,000.00
MBS	FOLIO 31-23	065427AC0	4.25%	05-10-23	1,000,000.00
MBS	FOLIO 32-23	12547CBJ6	4.35%	05-16-28	249,000.00
MBS	FOLIO 33-22	617685M02	4.10%	09-30-24	244,000.00
MBS	FOLIO 34-22	3130ATHC4	5.00%	09-30-25	244,000.00
MBS	FOLIO 35-22	05600DXJN1	4.30%	10-15-24	1,000,000.00
MBS	FOLIO 36-22	40449HAB3	4.30%	10-17-25	244,000.00
MBS	FOLIO 37-22	254673W44	4.40%	10-19-26	244,000.00
MBS	FOLIO 39-22	34520LAY9	4.00%	12-15-27	244,000.00
MBS	FOLIO 40-22	84229LBJ0	4.00%	12-16-27	249,000.00
MBS	FOLIO 41-22	20786AEY7	4.30%	12-22-25	245,000.00
MBS	FOLIO 42-22	33767GBQ0	4.00%	12-21-27	249,000.00
MBS	FOLIO 43-22	3029788ND	4.30%	12-22-25	249,000.00
MBS	FOLIO 44-22	682325CP8	4.10%	12-22-25	249,000.00
MBS	FOLIO 46-22	3134GY6Q0	5.00%	12-29-26	249,000.00
SO	STAR OHIO 13728				1,000,000.00
		INVESTMENT ACCOUNT			57,889,701.62
				Investment Accounts Total	82,282,408.51

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

RESOLUTION (484-2023) ACCEPTANCE OF SEWER IMPROVEMENTS - MASSARELLI BASEBALL COMPLEX (PROJECT ID #CP-WH-21-01)

It was moved by Commissioner Zemis, and seconded by Commissioner Ress to accept the foregoing resolution.

WHEREAS, Base Properties, LLC (“Developer”) has completed satisfactory construction of sewer improvements constructed to serve the Massarelli Baseball Complex (“Project”) in Lawrence Township in accordance with Private Agreement (“Agreement”) with the Board of Commissioners, Tuscarawas County, Ohio (“Board”) pursuant to Ohio Revised Code Section 307.73; and

WHEREASE, the cost of the Project was in accordance with the following:

Sewer Improvements: \$113,534.07

WHEREAS, pursuant to the Agreement, upon satisfactory completion of the improvements, the Board shall pass a Resolution of Acceptance, and the improvements shall become the property of the Board, without cost, and will become a part of the Tuscarawas County Metropolitan Sewer District water and sewer system.

WHEREAS, the construction of the improvements has been determined to comply with the provisions of the Agreement, and acceptance of the improvements is recommended by the Sanitary Engineer, Michael Jones.

NOW, THEREFORE BE IT RESOLVED, by the Board:

Section 1: The Board hereby approves and accepts the sewer improvements constructed in connection with the Massarelli Baseball Complex (Project ID #CP-WH-21-01)

Section 2: That it is found and determined that all formal actions of the Board of Commissioners, Tuscarawas County, Ohio concerning and relating to the passage of this resolution were passed in an open meeting of the Board of Commissioners, and that all deliberations of the Board of Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

This resolution has been approved as to form by Steven A. Anderson, Special Counsel to the Tuscarawas County Metropolitan Sewer District.

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

DISCUSSION: *Commissioner Abbuhl commented that this ball park is going to be great for Lawrence Township and the Bolivar area and bring people from all over the state. Commissioner Zemis noted the ball park is packed every weekend. Commissioner Ress added the field is turf and it is quite nice. The kids today get to play on an unbelievable ball field. Commissioner Abbuhl stated we appreciate the investment that was made. It is going to benefit that area tremendously and also the county. This is a great thing for the kids to have.*

RESOLUTION (485-2023) AGREEMENT – SUBGRANT AGREEMENT – JFS

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the following agreement as requested by David Haverfield, Director, Job & Family Services:

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

G-2425-11-6205

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM"), and the Tuscarawas County Board of County Commissioners (hereinafter referred to as "Board") in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Tuscarawas County for the operation of the Tuscarawas county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties. It is not applicable to subawards relating to any duties assigned to a child support enforcement agency (CSEA); nor is it applicable to subawards funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Tuscarawas CDJFS/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Tuscarawas County and of the Tuscarawas CDJFS/PCSA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Monitor its subgrantees to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, federal and state requirements, and restrictions under OMB 2 CFR 200, including the provisions of timely audits subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1 and 2 CFR 200.501.
- C. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards

- established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- D. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
 - E. Promptly reimburse, the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
 - F. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
 - G. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
 - H. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
 - I. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
 - J. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
 - K. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
 - L. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
 - M. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
 - N. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and /or AD-475B "And Justice for All" poster.
 - O. Comply with OAC 5160:1-2-01 (I) and (L) and C.F.R 435.916 by ensuring Medicaid determinations and renewals are completed timely and renewal signatures are captured and stored properly.

- P. Ensure all Medicaid eligibility case documentation is entered timely into Ohio's Electronic Data Management System (EDMS).

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2023, through June 30, 2025, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management, first certifies there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2024 and 2025 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Chapter 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
 - 1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 Subparts (D) and (E), 45 CFR 75.302, and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.
 - c. Internal control over cash, real and personal property, and other assets.
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - e. Source documentation; and
 - f. Cash management.

2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
 5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni-Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received.
 2. Maintenance of required internal controls.
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.

5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any one of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.

3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C. **Subgrants**
 1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.

2. Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1, and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly relating to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.

- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

Rest of Page Intentionally Left Blank

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2425-11-6205

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Tuscarawas County DJFS/PCSA
Doreen Humphreys 6/5/23
CDJFS/PCSA Director Date

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
Matthew Damschroder, Director Date

Chris Abbuhl 6/7/2023
County Commissioner Date

OHIO DEPARTMENT OF MEDICAID
Maureen Corcoran, Director Date

Greg Riss 6/7/2023
County Commissioner Date

Kristin Zemis 6/7/2023
County Commissioner Date

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

RESOLUTION (486-2022) PAY BILLS

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

Meeting Date - June 7, 2023

911

APCO International Inc	Training	\$150.00	
Biddle Consulting Group	License Fee	\$2,500.00	
Frontier	Service	\$46.30	
Frontier	Service	\$226.13	
Frontier	Service	\$221.13	
Language Line Services	Services	\$138.07	
Ohio State Highway Patrol	LEADS	\$600.00	
			\$3,881.63

Auditor

Staples Business Advantage	Supplies	\$181.94	
Tusc Co Treasurer	Gas	\$49.44	
			\$231.38

Clerk of Courts

First Federal	Service	\$46.26	
First Federal	Service	\$115.74	
Independence Business	Supplies	\$14.95	
Software Computer Group	Service	\$65.99	
Staples	Supplies	\$85.96	
Staples	Supplies	\$180.12	
Twin City Chamber	Lease	\$175.00	
Xerox	Service	\$26.16	
			\$710.18

Commissioners

BA Widder Architectural Services	New Maint Bldg	\$255.22
Brandywine Valley Dev	June Royalty Sharing	\$166.25

ComDoc	Copier Contract	\$58.51	
Flickinger Piping Co	Hot Wtr Tnk Proj/Sher Off	\$17,305.00	
Flickinger Piping Co	Hot Wtr Tnk Proj/Sher Off	\$60,550.00	
Frontier	Service	\$69.70	
ManCan	Services	\$999.20	
Mastercard	Travel Expenses	\$469.01	
US Bank Equipment Finance	Copier Contract	\$158.64	
			\$80,031.53
Common Pleas			
Elizabeth Stephenson	Supply Reimbursement	\$98.29	
Hilscher-Clarke Electric Co	Repair	\$433.60	
MNJ Technologies	Equipment	\$1,530.00	
			\$2,061.89
Community & Economic Development			
Brooke Yates	Travel Reimbursement	\$13.20	
			\$13.20
Community Corrections			
Martin's Mobile Glass	Repair	\$250.00	
			\$250.00
Dog & Kennel			
Fairfield Company	Mthly Fees	\$200.00	
First Stop Signs	Supplies	\$103.00	
			\$303.00
EMA			
US Bank Equipment Finance	Copier Contract	\$98.58	
			\$98.58
Engineer			
AEP	Electric Utility	\$1,424.01	
Frontier	Service	\$246.22	
Holmes Wayne Electric Coop	Electric Utility	\$26.00	
Kalida Truck Equipment Inc	Parts	\$207.00	
Kimble Clay & Limestone	Material	\$1,838.35	
Kimble Recycling & Disposal	Services	\$90.75	
Starlight Enterprises	Services	\$424.00	
Tusc Co Clerk of Courts	Services	\$15.49	
Twin City Automotive	Parts	\$421.21	
Voto Manufacturing Sales Co	Supplies	\$4,295.44	
			\$8,988.47
JFS			
Arianna Dotson	Individual Living	\$754.11	
Ashley & Robert Bunton Jr - Et/Al	FC Recruit/Retention	\$2,450.00	
Benjamin & Emily Lippert	FP Training	\$60.00	
Dr Nicholas Varrati MD	Services	\$75.00	
Erik & Tina Kochte	FP Reimbursement	\$150.00	
Forensic Fluid Laboratories	Services	\$54.00	
Fostering Love	FC Recruit/Retention	\$2,929.99	
John D Tantarelli Jr	Fraud Prevention/Control	\$1,000.00	
Joshua Cottrell - Et/Al	FC Recruit/Retention	\$500.00	
Lighthouse Family Center Ltd	FACES	\$600.00	
Lighthouse Family Center Ltd	CT Testimony	\$350.00	
Monique Bailey - Et/Al	Boarding Home	\$17,300.99	
Nicole Kadri - Et/Al	FC Recruit/Retention	\$6,300.00	
Quez Therapeutic Solutions	Services	\$120.00	
Society For Equal Access	Transportation	\$48,636.20	
Superfleet Mastercard Program	Fuel	\$338.19	

Timothy & Jacquelyn McDonnell	FP Reimbursement	\$94.50	
Tusc Co Health Dept	Birth Certificate	\$25.00	
			\$81,737.98
Park			
AEP	Electric Utility	\$28.07	
AEP	Electric Utility	\$148.25	
AEP	Electric Utility	\$40.19	
CHAMP Racing-Payable G Genovese	Services	\$390.00	
Menard's	Supplies	\$17.59	
Menard's	Supplies	\$65.98	
Menard's - NP	Supplies	\$64.97	
NAPA Auto Parts (Harrison)	Supplies	\$40.04	
Stony Point Supply	Supplies	\$14.16	
United Rentals (North America) Inc	Services	\$90.00	
World Fuel Services Inc	Gas	\$776.36	
			\$1,675.61
Public Defender			
Frontier Communications	Service	\$36.43	
Frontier Communications	Service	\$371.07	
LawScience Technologies Inc	Services	\$463.00	
Leadership Tusc	Program Fee	\$2,000.00	
Montgomery Co Public Defender	Training	\$40.78	
Montgomery Co Public Defender	Training	\$13.18	
Montgomery Co Public Defender	Training	\$4,446.04	
Staples Credit Plan	Supplies	\$699.86	
Tusc Co Commissioners	June Rent	\$1,381.45	
Tusc Co Treasurer	Cost Allocation	\$2,668.50	
Wells Fargo Financial Leasing Inc	Copier Contract	\$45.00	
			\$12,165.31
Sheriff			
Blue to Gold LLC	Training	\$636.00	
Bureau of Criminal Investigation	Services	\$1,822.00	
Culligan	Supplies	\$616.46	
Cummins Sales & Service	Repairs	\$513.66	
Dominion Energy	Gas Utility	\$2,993.91	
Dutch Creek Foods	Supplies	\$3,326.15	
Elite Tire Dover, Inc	Repairs	\$161.16	
Erwin Septic Service LLC	Services	\$360.00	
Frontier	Services	\$2,814.60	
G & L Supply	Supplies	\$830.38	
Lowe's	Supplies	\$63.90	
Lucky Companies Inc	Services	\$1,500.00	
Nickles Bakery	Supplies	\$937.86	
Rosenberry Towing Service	Services	\$115.00	
Staples	Supplies	\$471.10	
Sysco Food Services Cleveland	Supplies	\$6,346.17	
United Site Services	Services	\$271.62	
United Site Services	Services	\$30.00	
US Bank Equipment Finance	Copier Contracts	\$557.93	
VEIT	Copier Contracts	\$2,475.25	
VEIT	Copier Contracts	\$177.65	
			\$27,020.80
Southern District			
Quill	Supplies	\$559.88	
			\$559.88

Treasurer			
Alaban Title	Services	\$50.00	
			\$50.00
Veterans			
Action NOW Inc	Services	\$45.00	
Charter Communications	Service	\$229.12	
MNJ Technologies	Access Fee	\$160.00	
The Eagles: Robin Baldwin	Services	\$100.00	
Verizon Wireless	Service	\$88.66	
			\$622.78
Water & Sewer			
ADR & Assoc LTD	Services	\$6,350.00	
AEP	Electric Utility	\$335.40	
AEP	Electric Utility	\$165.79	
American Water Works Assoc	Membership Dues	\$75.00	
Bull Country Compost	Material	\$182.00	
Core & Main LP	Materials	\$27.04	
Enger Auto	Materials	\$316.91	
Enger Auto	Supplies	\$42.04	
Enterprise Fleet Mgmt	Leases	\$2,079.77	
Enterprise Fleet Mgmt	Leases	\$132.39	
Enterprise Fleet Mgmt	Leases	\$1,358.83	
Fenton Bros Electric	Equipment	\$102.25	
Frontier	Service	\$50.95	
Haueter Landscaping	Services	\$500.00	
Iron Mountain	Services	\$368.91	
Lowe's	Equipment	\$442.67	
Lowe's	Equipment	\$208.03	
Lowe's	Materials	\$68.34	
Lowe's	Materials	\$84.52	
Lowe's	Materials	\$207.65	
Modern Auto & Truck Parts LLC	Equipment	\$39.99	
NCTWater	Services	\$8,960.55	
Ohio Utility Protection Service	Services	\$20.00	
Travis Neff	Training Reimbursement	\$112.00	
Tusc Co Commissioners	Annual Payment	\$5,549.03	
Tusc Co Treasurer	S C WWTP Replacement	\$2,000.00	
Tusc Co Treasurer	Services	\$6,350.00	
WE Quicksall & Assoc	S C WWTP Replacement	\$2,000.00	
Wheeling & Lake Erie Railway Co	Lease/License	\$1,180.00	
			\$39,310.06
		GRAND	
		TOTAL	\$259,712.28

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

RESOLUTION (487-2023) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to recess at 9:11 a.m., for the purpose of the Public Hearing for CDBG Grant Allocations.

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

Commissioner Abbuhl called the meeting out of recess at 9:30 a.m. and back into Regular Session for the purpose of the Public Hearing for CDBG Grant Allocations.

PUBLIC HEARING:**PY-2023 CD ALLOCATION GRANT****MINUTES OF PUBLIC HEARING #2****June 7, 2023**

The public hearing started promptly at 9:30 am in the William E. Winters Conference Room, 125 East High Ave., New Philadelphia, OH 44663. Commissioner Abbuhl opened the public hearing and turned it over to Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development (OCED). Mr. Reynolds stated the Public Hearing #2 was published in the Times Reporter on May 28, 2023 (a copy of which is hereby made a part of these minutes as well as a copy of the Sign-In Sheet for the PH). There was a total of eight applications for funding locally turned in on or before the first Public Hearing: Clay Township, Village of Dennison, Rush Township, Fairfield Township, City of Dover, Village of Mineral City, and the Village of Tuscarawas. Six of the eight were for paving/resurfacing and two were for a sidewalk improvement project. The two activities chosen to be submitted to the State in the County's CDBG-Allocation Application were chosen from among all the applications that were submitted at the PY-2023 Public Hearing #1, which was held on May 3, 2023. Due to changes at the State level, the County was only able to apply for two projects. In the past, we had done as many as six projects with roughly the same amount of funding. The chosen Projects were as follows:

1.) **Clay Township, Street Improvements on Allgyer Road (Twp. Rd #159).**

The CDBG Portion of the project will cost approximately \$108,200.00 and the Township is to contribute approximately \$3,663.93. It will benefit around 33 residents who are 63.60% LMI according to Census Data.

2.) **Rush Township, Street Improvements on Lower Stillwater Road (Twp. Rd #1055).**

The CDBG Portion of the project will cost approximately \$134,000.00 and the Township is to contribute approximately \$4,991.44. It will benefit around 26 residents who are 57.99% LMI according to Census Data.

Commissioner Abbuhl stated that he heard about the State's changes, but asked Mr. Reynolds why they limited the number of projects and how it affected our ability to apply for the full grant amount for the CDBG-Allocation Grant. Mr. Reynolds stated that our office spoke to Ben Kepple, Manager of ODSA-Community Investments and our State Rep., Grant Johnson about the impact this has on rural areas like our County. Mr. Reynolds mentioned working up an Ohio Consolidating Plan for their Advisory to review in hopes that we can make some changes for future grant applications.

Mr. Reynolds stated that we discussed all of the projects and the two chosen projects at the CDIS Meeting on June 1, 2023 at the New Philadelphia Council Chambers. We also discussed some alternative grant programs at the CDIS Meeting. Commissioner Abbuhl then mentioned we should put together the data on past funding and applications to keep both the locals and state officials informed of what is happening with the CDBG Funding. There were no other objections or comments from those in attendance.

Mr. Reynolds turned the meeting back over to Commissioner Abbuhl.

Commissioner Ress made a motion to adjourn, it was seconded by Commissioner Zemis. Motion passed unanimously. Public Hearing Closed at 9:47 AM.

Brooke A. Yates

Brooke A. Yates, Administrative Coordinator
Tuscarawas County Office of Community & Economic Development (OCED)

SIGN-IN SHEET

PY-2023 CDBG PUBLIC HEARING #2 Wednesday, June 7, 2023 @ 9:30 am

NAME:	COMMUNITY OR ORGANIZATION REPRESENTING:	
1.)	Brooke Yates	Tuscarawas Co. OCED
2.)	Scott Reynolds	Tuscarawas Co. OCED
3.)	Rhonda Jordan	Commissioners Clerk
4.)	Chris Abbuhl	Commissioner
5.)	Greg Riss	Commissioner
6.)	Kristin Zemis	Commissioner
7.)	Eric Miller	Clay Twp
8.)	Markus Thomas	Rush Twp
9.)	Mark D. Genova	Commissioners Office
10.)	Wanda Hattle	ORDC
11.)		
12.)		
13.)		
14.)		
15.)		
16.)		
17.)		
18.)		
19.)		
20.)		
21.)		
22.)		
23.)		
24.)		
25.)		
26.)		
27.)		
28.)		
29.)		
30.)		
31.)		
32.)		

NOTICE OF PUBLIC HEARING #2
(PY-2023 CD Allocation Block Grant Program)

The County of Tuscarawas intends to apply to the Ohio Development Services Agency Office of Community Development for biennial funding under the Community Development Allocation Block Grant (CDBG) Small Cities Program, a federally funded program administered by the State. The County is eligible for up to \$334,000.00 of Program-Year 2023 CD Allocation funding provided the County meets applicable program requirements. Due to changes in the eligibility requirements of street resurfacing/paving projects, the County will be applying for and administering the full \$302,600.00 of the PY-2023 CD Allocation funds.

On Wednesday, May 3, 2023 the County conducted its first public hearing specific to the PY-2023 CD Allocation Program to inform citizens about the program and how it may be used, as well as what activities are eligible and other important program requirements.

Based on both citizens' input, local officials' assessment of the County's needs and this program year's changes to project eligibility, the County is proposing to undertake the following CD Allocation activities for Program Year 2023:

Activity	CD Allocation Funding	Other Funding	National Objective
Clay Township (Street Improvements) (Allaver Road (Twp. Rd.#159))	\$108,200.00	\$ 3,663.93	L & M Income
Rush Township (Street Improvements) (Lower Stillwater Road (Twp. Rd.#1055))	\$134,000.00	\$ 4,991.44	L & M Income
*Fair Housing & *Administration	\$ 15,000.00 \$ 45,400.00	\$ - 0 - \$ - 0 -	----- -----
(* = Required Activities)			
Subtotal (CD Allocation)	\$302,600.00		
	Total PY-2023 Allocation Grant = \$302,600.00		

A second Public Hearing will be held on Wednesday, June 7, 2023 at 9:30 A.M. in the William E. Winters Board Room, 125 East High Avenue, New Philadelphia, Ohio 44663, to give citizens an opportunity to review and comment on the County's proposed CD Allocation Application, including the proposed activities summarized above, before the County submits its application to the Ohio Development Services Agency.

Citizens are encouraged to attend this hearing on Wednesday, June 7, 2023 at 9:30 A.M. to express their views and comments on the County's proposed CD Allocation Application's proposed projects.

ATTEST: Rhonda Jordan, Clerk of the Board
Published by order of the Tuscarawas County Board of Commissioners Pub: May 28, 2023

RESOLUTION (488-2023) AUTHORIZE FILING OF APPLICATION - COMMUNITY DEVELOPMENT ALLOCATION GRANT - PY-2023.

It was moved by Commissioner Ress, and seconded by Commissioner Zemis to authorize Tuscarawas County Office of Community & Economic Development (OCED) to file the PY-2023 Community Development Allocation Grant Application. This includes all understandings and assurances contained therein, it also directs and authorizes the County's Chief Executive Officer (President of the Board, Tuscarawas County Board of Commissioners and/or the Vice-president of the Board) to act in connection with the application and to provide such additional information and signatures as may be required.

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

RESOLUTION (489-2023) RECESS

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to recess at 9:48 a.m., for the purpose of the Public Hearing for CHIP Program.

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

Commissioner Abbuhl called the meeting out of recess at 10:00 a.m. and back into Regular Session for the purpose of the Public Hearing for CHIP Program.

PUBLIC HEARING:

PY-2023 CHIP PROGRAM

MINUTES OF PUBLIC HEARING #2

June 7, 2023

The public hearing began promptly at 10:00 a.m. in the William E. Winters' Conference Room, 125 East High Ave., New Philadelphia, OH 44663. Commissioner 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 stated the Public Hearing #2 was published in the Times Reporter on May 28, 2023 (a copy of which is hereby made a part of these minutes as well as a copy of the Sign-In Sheet for the PH). Mr. Reynolds then introduced Mr. Dale Hartle of the Ohio Regional Development Corporation, who then gave those in attendance a brief but thorough explanation of the Community Housing Impact Program (CHIP) and the activities that it can fund. He also stated that the County is eligible for up to \$700,000.00 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. There was a discussion on the requirements, eligibility and benefits of the CHIP Grant. This grant program, as well as the CD Allocation grant, is very important to our county and its' residents.

Activity	Tuscarawas County	Dover	Total Grant Funds
Owner Rehabilitation	\$232,000.00	\$174,000.00	\$406,000.00
Owner Home Repair	\$120,000.00	\$90,000.00	\$210,000.00
Administration	\$45,500.00	\$33,500.00	\$79,000.00
Fair Housing	\$2,500.00	\$2,500.00	\$5,000.00
TOTAL GRANT FUNDS	\$400,000.00	\$300,000.00	\$700,000.00

A motion was made by Commissioner Zemis, seconded by Commissioner Ress, to close the hearing at 10:13 am.

Brooke A. Yates

Brooke A. Yates, Administrative Coordinator
 Tuscarawas County Office of Community & Economic Development (OCED)

SIGN-IN SHEET

**PY-2023 CHIP
PUBLIC HEARING #2
Wednesday, June 7, 2023 @ 10:00 am**

NAME:	COMMUNITY OR ORGANIZATION REPRESENTING:
1.) Brooke Yates	TUSC. CO. OCED
2.) Scott S. Reynolds	Tusc. Co. OCED
3.) Rhonda Jordan	COMMISSIONER'S CLERK
4.) Chris Abbott	Commissioner
5.) Greg Ross	Commissioner
6.) Kristin Zemas	Commissioner
7.) Matt [unclear]	Clerk
8.) [unclear]	Clerk
9.) [unclear]	CLERK
10.) [unclear]	COMMISSIONER'S OFFICE
11.)	ORDC
12.)	
13.)	
14.)	
15.)	
16.)	
17.)	
18.)	
19.)	
20.)	
21.)	
22.)	
23.)	
24.)	
25.)	
26.)	
27.)	
28.)	
29.)	
30.)	
31.)	
32.)	

NOTICE OF SECOND PUBLIC HEARING
TUSCARAWAS COUNTY PARTNERING WITH THE CITY OF DOVER PY 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM

Tuscarawas County, partnering with the City of Dover, intends to apply for the PY 2023 Community Housing Impact and Preservation Program (CHIP) competitive grant administered by Ohio Department of Development, Office of Community Development (OCD). Tuscarawas County is eligible to apply for \$700,000.00 of which \$400,000 will be budgeted for Tuscarawas County, and \$300,000 will be budgeted for the City of Dover.

On Wednesday, May 3, 2023, the first of two public hearings was held at the Tuscarawas County Commissioners Conference Room. The CHIP program was explained including how it may be used, what activities are eligible, and other program requirements.

Based on Citizen input, including local community service providers' and local officials' assessment of the County's needs, Tuscarawas County is proposing to undertake the following activities for 2023.

ACTIVITIES	FUNDS	FUNDING SOURCE
1. Rehabilitation Assistance - Owner Rehabilitation	\$406,000	HOME/CDBG
2. Repair Assistance - Owner Home Repair	\$210,000	CDBG/DHTE
3. Administration & Fair Housing	\$84,000	HOME/CDBG

The second public hearing will be held for Tuscarawas County and the City of Dover:
Wednesday, June 7, 2023, at 10:00 a.m.
Tuscarawas County Commissioners Conference Room
125 E High Avenue
New Philadelphia, Ohio 44663

This meeting will provide citizens with the opportunity to review and comment on the Tuscarawas County proposed CHIP application including the proposals above.
 By Order of the Tuscarawas County Board of Commissioners. Pub: May 28, 2023

RESOLUTION (490-2023) AMEND CHIP PROGRAM RESOLUTION FOR PY 2023

It was moved by Commissioner Zemis seconded by Commissioner Ress, to amend the Resolution for the CHIP Program, PY 2023 due to language. The Resolution read to take the applications under advisement and needed to read authorize the applications and signatures of the Commissioners.

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

RESOLUTION (491-2023) AUTHORIZE – PUBLIC HEARING #2 - PY 2023 CHIP PROGRAM CITY OF DOVER

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the PY 2023 CHIP Program applications and authorize the President and/or Vice President of the Board of Commissioners of Tuscarawas County, Ohio to sign any documents in relation to the PY 2023 CHIP Program:

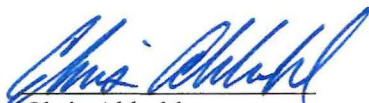
VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (492-2023) ADJOURN

It was moved by Commissioner Ress, seconded by Commissioner Zemis to adjourn at 10:15 a.m. to meet in Regular session Monday, the 12th day of June, 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