

July 14, 2014

Agenda

Pledge of Allegiance

- 1:15 Mike Morelli Feasibility of Arts Council
- 1:30 EDFA/ECOBA Presentation

Approve Minutes

Before/After Expenditures

Interfund Transfer/Advance

Transfer of Funds (2)

Travel – JFS

Asbestos Proposal – Hazardous Mitigation Grant

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 14TH DAY OF JULY, 2014, WITH THE FOLLOWING MEMBERS PRESENT:

- Chris Abbuhl
- Belle Everett
- Kerry Metzger

Commissioner Abbuhl presiding.

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

RESOLUTION (662-2014) APPROVE MINUTES

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

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

RESOLUTION (663-2014) BEFORE/AFTER EXPENDITURES

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

Vasco Asphalt (Capital Projects)	7500.00
Summers Rubber Co (Engineer)	761.23
Culligan of Dover (Sheriff)	345.00
IT Dept. (Common Pleas)	1968.67
Moore Medical (Sheriff)	269.67
Town & Country Vet (Dog)	225.96

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

RESOLUTION (664-2014) INTERFUND TRANSFER/ADVANCE

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following interfund transfer/advance as per State Auditor's recommendation:

Tusc. Co. Treasurer	Public Defender 3 rd Qtr	\$93,345.75
“ “	OCED 3 rd Qtr	\$10,386.25

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

RESOLUTION (665-2014) TRANSFER OF FUNDS

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff	A006-09	A006-07	\$50.00	Training
“ “	B55-03	B55-04	\$1,000.00	Equipment

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

RESOLUTION (666-2014) TRAVEL – JFS

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following state mandated travel request for Job & Family Services as recommended by Michelle Tope, Director:

DATE: 7/31/2014
TITLE: SERIOUS RISK NON-COMPLIANCE FOR TYPE B PROVIDERS
LOCATION: AKRON
ATTENDING: SUSAN LEGG
ANTICIPATED EXPENSE: Mileage of approximately 95 miles equals \$43.70, or an agency van will be utilized, if available, and meals at \$15.00.

DATE: 7/18/2014
TITLE: STATEWIDE OHIO ADOPTION MATCHING EXPO
LOCATION: COLUMBUS
ATTENDING: ROBB RECTANUS AND ANDY WING
ANTICIPATED EXPENSE: Mileage of approximately 234 miles equals \$107.64, or an agency van will be utilized, if available, and meals at \$15.00.

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

Communication:

July 14, 2014

To: Tuscarawas County Commissioners

Re: Flood Hazard Mitigation Grant: Contract Approval for Asbestos Inspection for Acquired Properties (215 and 225 Canal Rd, 491 Potschner Dr. Dover)

Attached please find two copies of the contract for Asbestos Inspection for the two properties acquired thru this grant for demolition. Quotes were requested from four providers. Response was received from two. Hina Environmental Services was selected as the best and lowest cost.

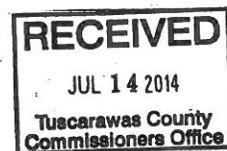
They will conduct a pre-demolition survey of these homes to determine if there is any asbestos. IF there is, proper removal of this will have to be included in the demolition contracts to be awarded in the near future.

Work will begin following signing of the contract.

Sincerely,



Jill P. Lengler, Coordinator
Tuscarawas County Flood Plain Office



RESOLUTION (667-2014) ASBESTOS PROPOSAL – HAZARDOUS MITIGATION GRANT

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following as recommended by Jill Lengler, Regional Planning Director/Flood Plain Coordinator:

491 Potschner Drive

The cost of the survey shall be \$438.00 not to exceed 28 samples. HES will bill an additional \$10.00 per sample if needed to meet Industries standards. Samples testing less than 3% HES will have Point Count Analysis performed as recommended by the EPA for \$23.00 per sample. HES will only bill for samples analyzed not the amount of samples collected.

Clients Responsibilities

The client will provide the following:

- 1: Safe access to all areas of the structure.
- 2: Floor Plans of all buildings for use in the project.
- 3: Prior environmental reports, if available.

ASSUMPTIONS

- 1) Should concealed or unknown conditions in the facility be at variance with the scope of work that is indicated, HES shall notify the owner prior to performing any additional work. If the owner approves of such work, the Contract Sum shall be adjusted by Change Order.
- 2) The services set forth in this proposal will be accomplished in a timely, workmanlike and professional manner by HES personnel. If HES is required to delay commencement of work, or if upon starting the work, HES is required to stop or interrupt the process of its work additional charges will be applicable and payable by the client.
- 3) HES will comply with all applicable local, state and/or Federal government laws, regulations, or requirements of any kind or nature in effect at this time.
- 4) All personnel on site shall have successfully completed an EPA designed or State approved Inspector Asbestos training course.

INSURANCE

Hina Environmental Solutions, LLC. is a licensed company within the state of Ohio. HES carries a comprehensive insurance package including \$2 million professional liability (Errors & Omissions); \$2 million pollution liability, and \$2 million general liability, and Workers Compensation. Certificates will be provided upon request. The terms and conditions attached are considered part of this proposal.

Any questions or clarifications, please contact Brian E. Hina @ (614) 551-9749.

Hina Environmental Solutions, LLC.
Brian E. Hina
Brian E. Hina
Ohio Asbestos Hazard
Evaluation Specialist ES31995
bhina@hinaenvironmental.com

Approved by:	
	
Signature	
CHRIS ABBUHL	
Name	
PRESIDENT OF THE BOARD	
Title	
7/14/14	
Date	



995A SAFIN ROAD
COLUMBUS, OHIO 43204
OFFICE (614) 272-8780 • Fax (614) 272-8787
WWW.HINAENVIRONMENTAL.COM

EDGE • FEMALE BUSINESS ENTERPRISE • HUBZON

1. **PARTIES & WORK SCOPE:** References to Hina Environmental Solutions, LLC, or HES, mean the company, its affiliates, suppliers, or subcontractors performing the Work. Work means the specific services to be performed by HES as set forth in HES's proposal and these Terms and Conditions. Client means the person or business entity ordering the Work to be performed by HES. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of that party for the purpose of ordering and directing the Work. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and nature of the Work ordered by the Client is adequate and sufficient for Client's purposes. The ordering of the Work from HES constitutes acceptance of the terms of HES's proposal and these Terms and Conditions.
2. **PAYMENT:** The Client shall be invoiced at least once each month for Work performed during the preceding period. The Client agrees to pay each invoice upon its receipt. Past due payments shall bear interest at the rate of 18% per annum on the outstanding balance beginning 30 days after date of invoice until paid. HES may, at its discretion, require a personal guarantee of payment.
3. **DEFAULT:** In the event of default in payment or any other terms of this Agreement by Client, HES may, at its option: (1) terminate this Agreement; or (2) declare the unpaid balance due and payable, without notice or demand to Client, and sue and recover from Client said amount and damages, together with all reasonable costs and attorney's fees incurred by HES relating to its enforcement or preservation of its rights hereunder.
4. **INDEMNITY:** The Client, and any guarantor, agrees to indemnify, defend and hold HES, its officers, employees, subcontractors, consultants and agents harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorney's fees, arising or alleged to have arisen out of, or resulting or alleged to have resulted from, the performance of the Work and caused in whole or in part by any negligent, willful or wanton act or omission of the Client or any party directly or indirectly employed by the Client or anyone for whom the Client may be liable. Such obligation to indemnify, defend and hold harmless shall not apply, however, to the extent, and only to the extent, that such claim, suit, loss or damage is caused by the sole negligence or willful, or wanton act of HES, its officers, agents, employees, subcontractors, consultants or anyone for whose acts HES may be liable.
5. **NOTICE OF COMMENCEMENT:** This Agreement constitutes an immediate and continuing request by HES that it be provided with a copy of the Notice of Commencement on this project by the Client and execution of this Agreement constitutes acknowledgment by the Client of this request. The Client shall prepare and record a Notice of Commencement on this project and respond timely to requests for copies of the Notice of Commencement by sub-trades. HES shall not start the Work until it has received proof that a Notice of Commencement has been recorded with the county recorder and shall be entitled to an extension of time for every day of delay caused by a late filing of the Notice of Commencement. **(The above statement is void if working with a public entity.)**
6. **DIRECT PAYMENTS:** The Client shall not make any direct payments to subcontractors or suppliers of HES without giving 10 days written notice to HES of its intention to do so. If HES disputes or contests this direct payment in writing to the Client within 5 days after receiving the notice, the Client must refrain from any such direct payment unless HES is adjudged bankrupt, insolvent, or in receivership.
7. **WARRANTY:** HES warrants that the Work will conform to the requirements of the Agreement. **THERE ARE NO OTHER WARRANTIES.**
8. **WAIVER OF DAMAGES:** HES and the Client waive claims against each other for consequential damages arising out of or relating to this Agreement and the Work. This mutual waiver includes: (1) damages incurred by the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by HES for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
9. **DISPUTE RESOLUTION:** At the option and discretion of HES, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event that HES does not exercise its right to require arbitration, the controversy or claim shall be heard only in the court of common pleas of the county in which the project is located. HES and the Client agree to the exclusive venue and jurisdiction of that court.
10. **COMPLETE AGREEMENT:** Client and HES mutually agree that HES's written proposal and these Terms and Conditions are the Agreement and comprise the full and entire agreement between the parties. No other agreement or understanding has been entered into or will be recognized, and all negotiations, acts, or representations made prior to the ordering of the Work shall be deemed merged in, integrated and superseded by the HES proposal and these Term and Conditions. This Agreement may be modified only by an instrument in writing signed by both parties.

5/11/11

COST PROPOSAL

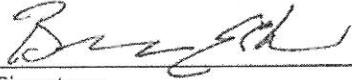
		COST	
PROPERTY ADDRESS	PARCEL NO(S).	WORDS	NUMBERS
491 Potschner Drive, NE Dover, OH 44622	10-00711-000, 10-00303-000	Four Hundred Thirty Eight Dollars	\$438.00
215 and 225 Canal Road Dover, OH 44622	10-00783-004	Seven Hundred Seventy Four Dollars	\$774.00
TOTAL		One Thousand Two Hundred Twelve Dollars (\$1,212.00)	

Name of Firm: Hina Environmental Solutions, LLC.

Address: 995A Safin Road
Columbus, Ohio 43204

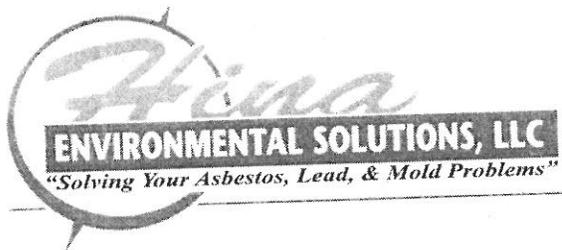
Phone No.: 614-272-8780

E-Mail: bhina@hinaenvironmental.com

Submitted By:  6/12/14
Signature Date

Brian E. Hina
Printed Name

Vice President
Title



995A SAHIN ROAD
COLUMBUS, OHIO 43204
OFFICE (614) 272-8780 • Fax (614) 272-8787
WWW.HINAENVIRONMENTAL.COM

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Date: June 12, 2014

Asbestos Survey To: Ohio Mid-Eastern Governments Association (OMEGA)
326 Highland Avenue
PO Box 130
Cambridge, Ohio 43725

Contact Person: Jeannette Wierzbicki
Office: 740-439-4471 ext 204 E-Mail: jeannettew@omegadistrict.org

Asbestos Survey of: 215 & 225 Canal Road
491 Potschner Drive
Dover, Ohio

INTRODUCTION

We appreciate your consideration of Hina Environmental Solutions, LLC and are looking forward to working with you. We are committed to the highest ethics and integrity. We exist to serve our customers and to earn their trust, confidence and repeat business.

SCOPE OF WORK

Hina Environmental Solutions, LLC will conduct a pre-demolition asbestos survey of the located in Mansfield. The purpose of this survey is to sample all suspicious **friable and non-friable** materials for asbestos before the **razed demolition**. This survey is consistent with the requirements of 40 CFR (Code of Federal Regulations) 61, subpart M, "National Emission Standard for Asbestos" (NESHAP regulations) prior to a planned standard practice burn, demolition or renovation project. Building owners and employers must comply with 40 CFR 61 subpart M, EPA rules governing asbestos handling and waste disposal in building demolition and renovation.

Suspect ACM Sampling

HES will use a Ohio licensed asbestos inspector to perform an asbestos investigation of the suspect building materials and document the presence of asbestos materials. This survey will consist of sampling all suspicious, friable materials for asbestos, give quantity & location of asbestos-containing materials, give recommended response action, estimated cost of abatement and a menu type scope of work used for bidding purposes.

Please note that this will be a destructive survey where selected investigations cuts will be made in roof, walls and ceiling as part of the assessment. HES have not included costs in the fee proposal for patch or repair of these locations.

Schedule

HES will begin fieldwork for this project following receipt of your written authorization. We will provide 1 copies of a final written report to you within 1 weeks of completion of sampling activities.

INVESTMENT

215 & 225 Canal Road

The cost of the survey shall be \$774.00 not to exceed 35 samples. HES will bill an additional \$10.00 per sample if needed to meet Industries standards. Samples testing less than 3% HES will have Point Count Analysis performed as recommended by the EPA for \$23.00 per sample. HES will only bill for samples analyzed not the amount of samples collected.

VOTE:

Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, yes;

RESOLUTION (668-2014)**PAY BILLS**

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve for payment the following bills:

Commissioners

Vasco Asphalt	Health Department Parking Lot Repairs	7,500.00
E & H Hardware	Supplies	4.49

Dog Pound

Sifferlin Animal Clinic	Medical Care	129.75
Scott's Lawn Care	Mowing Services	500.00
Staley Technologies	Pager Clip	12.00

Clerk of Courts

Treasurer Tusc Co	IT Supplies	285.12
Treasurer Tusc Co	IT Supplies	797.31
Comdoc	Lease	269.40
Comdoc	Lease	27.00
Comdoc	Lease	226.72

Veterans

Tusc Co Senior Center	Transportation	70.00
Curt Karl	Setting of Gov't Markers	200.00
American Legion Post #679	Memorial Day Expenses	150.00
Time Warner Cable	Internet Service	359.86
Xerox	Lease Maintenance Agreement	276.97
Tusc Co Engineer	Gas	46.08
Embassy Suites Dublin Hotel	Lodging	464.00
Middaugh Printers	Envelopes	163.80
Tusc Co JFS	Building Maintenance	27.82

Sheriff

Diamond Drugs	Inmate Meds	2,715.07
Bureau Veritas North America	Legionella Risk Assessment	2,240.97
Ohio BCI & I	CCW Background Checks	900.00

Law Library

Frontier	Service	53.99
Integrity Computer Center	Service Call	60.00
Kathy Moreland	Reimb/Open House Supplies	102.89

Water & Sewer

Kimble Recycling	Rental & Pick up	40.00
Holmes Wayne Electric	Service	1,484.00
American Electric Power	Electric	332.22
Columbia Gas	Service	181.19
American Electric Power	Electric	6,186.01
American Electric Power	Electric	614.91
Kimble Recycling	Sludge Disposal	2,139.00
Kimble Recycling	Hopper Rental	103.39
Hoist & Crane Service Group	Annual Inspection	240.00
American Electric Power	Electric	3,966.22
Frontier	Service	219.84

Job & Family Services

Sandra Lachette et al	Transportation	12,022.10
Beverly Gerber	Travel & Training	821.04
April Bailey	Training	12.26
Simon & Katie Yoder	Clothing Reimb	122.72
Nick & Stephanie Shrock	Clothing Reimb	102.98
Megan Newkirk	Clothing Reimb	298.19
Scott & Heather Auflick et al	Boarding Home Payroll	14,448.00
Walmart Business	Baby Supplies	1,211.44
American Electric Power	Electric	420.66
Broadway Rentals	Rent	615.00
Tusc Co General Health District	Birth Certificates	125.00

Chrysalis Counseling Center

Therapy

67.92

VOTE:

Chris Abbuhl, yes;
 Belle Everett, yes;
 Kerry Metzger, yes;

OTHER BUSINESS:

Commissioner Abbuhl discussed the following:

- Mini-Grant available through Stark-Tuscarawas-Wayne Solid Waste District to recycle agricultural product containers. Tuscarawas Soil & Water Conservation District is researching to see if it is something they can provide.
- Household Hazardous Waste Education grant for \$10,000 for each county in the STW Solid Waste District. It requires an education specialist on staff which Marsha Zoller is for TCSWCD. They could use the funds to go into the classrooms or have programs at the center to teach about household hazardous waste. TCSWCD is researching this as well.
- He is preparing a resolution to send to the Governor and Legislators to request state "surplus" dollars to be given to local entities to repair roads and bridges. They had a surplus of \$800 million and have distributed some to Medicaid Reserve and Small Business Fund leaving a \$271 million balance. There is a 47% loss of revenue for repairs of roads according to the county engineer's annual report. This past winter was harsh and left the roads in bad repair. He will finalize the resolution and present to the board in the next 2 weeks.

Commissioner Everett discussed the following:

- She attended a funeral this morning for a very, very nice young man she has known since he was an infant. He was a fire fighter for the township and Tappan. There were fireman from 4-5 counties that lined the streets with their trucks for his funeral service. The community put to rest a gentleman that never made an enemy. It is a sad day. Commissioner Abbuhl added that it is very tragic as two people lost their lives in the accident.

Commissioner Metzger discussed the following:

- He has been in contact with Harry Eadon (EDFA) about putting together a small business permit program to give assistance to small businesses specifically for "Mom & Pop" type businesses and entrepreneur businesses that may need assistance complying with the state building codes. They need to define what would be considered a small business whether it would be identified by employees or gross income and what kind of percentage would be considered. He proposes that they look at the funding source for the program through the County Economic Growth Fund which was created years ago to enhance county economic development. This would sunset in 2-3 years and could be renewed if it is successful. Commissioner Everett added to look at a fee scale.

Discussion: Mike Morelli (General Manager of the Performing Arts Center) along with approximately 32 other folks in attendance presented the concept of a Tuscarawas County "Arts Agency" whether it be a non-profit or a local government agency that provides services to the arts. He spoke about the many creative folks in Tuscarawas County. With 154 arts-related businesses that employ about 500 people the creative industries account for 2.9% of the total number of businesses in our county. These include non-profits, museums, design companies and many others. He is requesting the Commissioners to appoint a commission of 10-21 members to determine the feasibility of a local arts agency. He suggests appointing representatives from the art industry, businesses, financial professionals, educators, tourism, government and people that make things happen. A local arts agency would present programming to the public, provide services to artists and art organizations, manage cultural facilities, award grants and participate in community cultural planning. The timeline presented is 1 month to submit names to the commissioners then 1 month to appoint and assemble the commission and 6 months to present their findings. The commissioners thanks all those for attending and feel the arts are very important to our community.

Discussion: Harry Eadon, Jason Riker and Nicholas Montan of the Economic Development and Financial Alliance (EDFA) and the East Central Ohio Building Authority (ECOBA). Harry Eadon (Executive Director) began with a background of the Port Authority now known as EDFA that was created in 2000 by the Board of Commissioners for the purpose of enhancing the county economic development activities. The current board consists of Colin Fawcett, Jon Elsasser, Dave Hanhart, Charlie Jones and Wendy Zucal. They are involved in economic development, brownfield revitalization, redevelopment, incubator for businesses, oil and gas development, manufacturing development arts, trails and recreation. They partner with many other entities including Team NEO, APEG, etc.

Jason Riker oversees the daily operations of the Reeves Mill Park. They are increasing their vertical footprint to make way for new jobs. Reutilizing racking space will open the room for small business incubator space. They recently upgraded equipment. He assists with commercial real estate marketing working with JOBS Ohio, EODA, NAPE, Utica shale industry and others. He has worked on the development of the mountain bike trail at Camp Tuscazoar that attracts folks from all over Ohio. He is

also working on a trail system through Zoar with a loop connection to the Zoar Wetland Arboretum. He is looking at urban trails and greenways that positively impact the community economic development. He is researching "Sharrows" which are symbols painted on the roadway to encourage folks to share the road.

Nicholas Montan (ECOBA) gave a history of the creation of ECOBA. They are the local authority for plan approvals and inspections. He and his staff are certified annually. He works with owners, designers, contractors and builders. He explained their processes, permits and inspection procedures. They may need to look at plumbing inspections which would have to go through a local health department as per code. They cannot charge more than the state fee schedule. Their advisory board is not active. Commissioner Everett questioned why the board was not active. They had difficulty in the volunteer board attending meetings. He reports to EDFA Director and Board members along with the mayors and council members of those covered by ECOBA. Harry researched the idea of a small business permit program. He actually came up with 14 businesses that he would consider to be small businesses that have applied for permits. Those 14 permits had an average cost of \$701. If a program assistance was in place that cost would be \$350. This would amount to approximately \$9,000 if a 50% reduction was implemented. Commissioner Abbuhl thanked Harry, Nicholas and Jason for the presentation.

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (669-2014) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to adjourn at 2:30 p.m. to meet in Regular Session, Thursday, the 17th day of July, 2014.

VOTE: Chris Abbuhl, yes;
Belle Everett, yes;
Kerry Metzger, 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
Belle Everett
Kerry Metzger

Attest: Janet A. Clark
Clerk of the Board