

**August 4, 2016**

**Agenda**

*Pledge of Allegiance*

9:15 David Haverfield-JFS Update PRC Plan Request

Approve Minutes

Interfund Transfer/Advance

Before & After Expenditures

Release Senior Levy Funds

Hindman Check

Transfer ODNR Rods & Reels/Step Outside Grant Funds to Norma Johnson Center

Approve Agreement – Vadose Environmental Consultants, Inc. (145 1<sup>st</sup> Drive NE)

Approve Agreement – Vadose Environmental Consultants, Inc. (160 1<sup>st</sup> Drive NE)

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION ON THURSDAY THE 4<sup>th</sup> DAY OF AUGUST, 2016, WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger  
Belle Everett

Commissioner Metzger presiding.  
Commissioner Abbuhl absent-vacation

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

**RESOLUTION (708-2016) APPROVE MINUTES**

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

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

**RESOLUTION (709-2016) INTERFUND TRANSFER/ADVANCE**

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

<i>Treasurer, Tusc. Co.</i>	<i>B65 Certificate of Title - A00 Co. General</i>	<i>\$300,000.00</i>
<i>Treasurer, Tusc. Co.</i>	<i>JFS Mandated Share August 2016</i>	<i>\$15,597.67</i>

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

**RESOLUTION (710-2016) BEFORE & AFTER EXPENDITURES**

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

Liberty Distributors (Commissioners)	334.00
Frontier (Sheriff)	2097.72

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

**RESOLUTION (711-2016) RELEASE SENIOR LEVY FUNDS**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to release all senior levy funds available to Tuscarawas County Committee on Aging, Inc/Senior Center.

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

**RESOLUTION (712-2016) HINDMAN CHECKS**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to authorize the President of the Board to sign a Hindman Check in the amount of \$45.00. These funds will allow a child in the custody of Job & Family Services to attend swimming lessons.

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

**RESOLUTION (713-2016) TRANSFER ODNR RODS & REELS/STEP OUTSIDE GRANT FUNDS TO NORMA JOHNSON CENTER**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the transfer of the following items that were purchased with ODNR Rods & Reels/Step Outside grant funds to the Norma Johnson Center for their use during the upcoming Conservation Camp.



August 2, 2016

Tuscarawas County Commissioners  
125 E. High Avenue  
New Philadelphia OH 44663

Dear Commissioners:

The following is a list of items that were purchased with ODNR Rods & Reels/Step Outside grant funds. These items were purchased for use at the Family Fishing Day held at the Trenton Heritage Park.

Unfortunately, we only had 3 participants. Therefore we would like to transfer the following items to the Norma Johnson Center for their use during the upcoming Conservation Camp. Lana Milburn (AmeriCorps Member) and Marsha Zoller (Director, NJC) have confirmed through the Ohio Department of Natural Resources that this is allowable.

Please transfer the following items to the Norma Johnson Center for use at their upcoming events:

Item	Quantity
VMC Sport Circle Hooks	21 pieces
Water Gremlin Removable Split Shot Sinkers (40 ct)	1 package
Valutime Paper Napkins (120 ct)	1 package
Family Dollar Drawstring Large Trash Bags (40 ct)	1 package
Family Dollar snack bags (100 ct)	1 package
TopCare Hand Sanitizer (32 fl oz)	1 bottle
GFS 9" Paper Plates	1 package
GFS Cutlery Kit (150 ct)	1 package
GFS Paper Cold Cups (25 ct)	1 package
1 OFF Bug Spray	1 bottle
Zebco 202 Fishing Rods	38
Brown Lunch Bags	8

Thank you for your time and consideration. I do appreciate it.

Sincerely,



Jane E. Clay  
Executive Assistant/Park Coordinator

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

**RESOLUTION (714-2016) APPROVE AGREEMENT – VADOSE ENVIRONMENTAL CONSULTANTS, INC. (145 1<sup>ST</sup> DRIVE NE)**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the agreement with Vadose Environmental Consultants, Inc. for Phase II Environmental Site Assessment at 145 1<sup>st</sup> Drive Northeast, New Philadelphia, Ohio, in the amount of a fixed fee of \$14, 280.00

**VADOSE ENVIRONMENTAL CONSULTANTS, INC.**

ENVIRONMENTAL AND ECOLOGICAL CONSULTANTS  
526 South Main Street, Suite 801D  
AKRON, OHIO 44311  
(330) 762-6706  
www.vadose.com

**ENVIRONMENTAL SERVICES CONSULTING AGREEMENT**

This Consulting Agreement (the "Agreement") is entered into as of the 29<sup>th</sup> day of July, 2016 by and between VADOSE ENVIRONMENTAL CONSULTANTS, INC., (the "Consultant") TUSCARAWAS COUNTY COMMISSIONERS (the "Client").

WHEREAS, the Consultant has certain experience, knowledge and expertise related to the performance of environmental services;

WHEREAS, the Client desires to engage the Consultant to perform various consulting services as an independent contractor;

WHEREAS, it is understood by the Client that no services can absolutely guarantee that any substances will or will not be present; and

WHEREAS, the Consultant is ready and willing to perform according to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the above-described premises, the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope of Consultation.** During the term of this agreement, the Consultant shall perform environmental services (the "Services") for the Client, the scope of which is described in Exhibit A hereto, at the location or locations identified on Exhibit A (the "Job Site").

2. **Term.** The Consultant shall conduct the Services as described in Exhibit B of this Agreement until completion of the Services on or about 15 to 20 working days, more or less, after the date of execution of this Agreement and payment referenced above, pending scheduling of sub-contractors (drillers and third party laboratory to complete required tasks.

3. **Compensation.** The Client shall pay the Consultant the amounts provided in Exhibit B hereto, upon the terms and conditions set forth therein.

4. **Standard of Performance.** The Consultant agrees to perform its services in accordance with the standards for such professional services which prevail in the industry during the term of this Agreement. No other warranty or representation of the Consultant, express or implied, is included in this Agreement or is intended in any proposal, contract, report or other communication between the Consultant and the Client.

5. **Job Site Information and Documents.** The Client shall furnish or use reasonable efforts to cause to be furnished to the Consultant all documents and information known to the Client which relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances or waste which is now or has been at any time in the past at, on or under the Job Site. In addition, the Client will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface or subsurface conditions at the Job Site in the possession of the Client which may be necessary or useful to the Consultant in the Conduct of the Services. The Consultant shall be entitled to rely upon documents and information provided by the Client in conducting the Services and the Consultant assumes no responsibility or liability for the accuracy or completeness of such documents and information, or for any impact upon the Services which is in any way caused by or related to the inaccuracy or incomplete nature of any such documents or information. Documents provided by the Client will remain the property of the Client. Work product will remain the property of the Consultant.

6. **Access to Job Site.** The Client hereby grants to the Consultant, its officers, employees, agents and subcontractors, if any, the right, authority, and permission to enter, to remain upon and to exit the Job Site at the convenience of the Client and the Consultant, at any hour of the day or night during the term of this Agreement, for the purpose of performing the Services and for matters incidental thereto.

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7. **Job Site Activities.** The Consultant shall be responsible only for its activities and those of its employees on the Job Site. Neither the activities nor the presence of the Consultant on the Job Site shall either imply that the Consultant controls the operations of others thereon, or be construed as an acceptance by the Consultant of any responsibility for Job Site safety. In addition, it is understood and agreed that the Consultant is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter or disposer of hazardous or toxic substances or waste found at the Job Site.

8. **Confidentiality.** In the event that the Client has paid the Consultant the amounts provided in Exhibit B hereto, upon the terms and conditions set forth therein, the Consultant shall treat as confidential and proprietary and shall not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform its obligations pursuant to this Agreement or as may be required by law, any information (including but not limited to any data, results, reports, records, documents, work product and other descriptive materials, and documents and information furnished to the Consultant by the Client) concerning the Services without in each instance securing the prior written consent of the Client. This section shall not prevent the Consultant from disclosing to others or using in any manner information which:

(a) has been published and has become part of the public domain (other than by acts, omissions of fault of the Consultant);

(b) has been furnished or made known to the Consultant by third parties (other than those acting, or who have acted directly or indirectly for or on behalf of the Consultant) as a matter of legal right without restriction on its disclosure; or

(c) was in the possession of the Consultant prior to the disclosure thereof by the Client.

9. **Indemnification.** Paragraph Intentionally Omitted.

10. **Limited Liability and Remedy.** (a) The Consultant shall not be liable to the Client, or to anyone who may claim any right due to his relationship with the Client, for any acts or omissions in the performance of the Services, including without limitation, (i) the accuracy or completeness of the Services, (ii) the failure to discover any existing substances due to the imposition by the Client of limits on the scope of the Services or for any reason, or (iii) the failure to discover substances which migrate beneath the Job Site subsequent to the completion of the Services.

(b) Except as provided in subsection (c) below, in no event shall the Consultant be liable for damages of any nature, whether direct, indirect, incidental or consequential, including but not limited to any damages resulting from any error, omission or inaccuracy in the performance of the Services or in any report of the results of the Services, or resulting from the presence of any hazardous or toxic substances or waste at, on or under the Job Site at any time before, during or after the term of this Agreement.

(c) The Consultant's sole responsibility and liability and the Client's exclusive remedy, for any breach of this agreement by Consultant or for damages of any nature, shall be the return of compensation (without interest) paid to Consultant.

11. **Independent Contractor.** The Consultant is an independent contractor retained to perform the Services, and is not an employee, partner or joint venturer of the Client. The Consultant has no right or authority to sign or create any obligations or responsibility, express or implied, on behalf of or in the name of the Client in any manner whatsoever, without the express prior written consent of the Client.

12. **Personal Services.** This Agreement is a personal services contract, and it is expressly agreed that the rights and interests of the Client and Consultant may not be sold, transferred, assigned, pledged or hypothecated. This Agreement shall inure to the benefit of and be binding upon the parties hereto only. The parties do not intend that this Agreement should benefit any third party, and it is expressly agreed that the Consultant shall not be liable to any third party for any matter whatsoever arising out of or related to the Consultant's performance of any duty to the Client hereunder.

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13. Notices. All notices required or permitted to be given hereunder shall be sent by certified, first class mail, return receipt requested, postage prepaid, or by telecopy if confirmed by such mail, or by personal delivery, addressed as follows:

(a) If to the Consultant:

William L. Ullom, III, President  
Vadose Environmental Consultants, Inc.  
526 South Main Street, Suite 801D  
Akron, Ohio 44311

(b) If to the Client:

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

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or understandings, oral or written, express or implied (including, without limitation, any bid, proposal or information contained in promotional literature), between the parties with respect to the subject matter hereof.

15. Amendment and Waiver. This Agreement shall not be amended or modified in any respect except by a written instrument signed by the parties hereto. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Ohio.

17. Invalid or Unenforceable Provisions. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid or unenforceable provisions were omitted.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CONSULTANT

CLIENT

VADOSE ENVIRONMENTAL CONSULTANTS, INC.

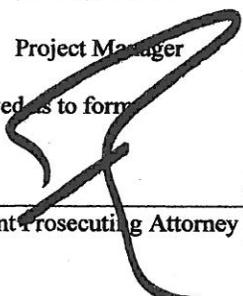
TUSCARAWAS COUNTY COMMISSIONERS

By: James H. Fisher

Title: Project Manager

Approved as to form

Assistant Prosecuting Attorney



By:

Title:

*Kerry Metzger*  
*President of the Board*

**EXHIBIT A**  
**SCOPE OF THE SERVICES AND JOB SITE**

The Services shall be known as VADOSE Project #2016152.1 and shall be a Phase II Environmental Site Assessment of real estate encompassing Tuscarawas County Parcel #43-04404-000, 160 1st Drive Northeast, New Philadelphia, OH (the "Job Site"). The Scope of Services shall be limited to a Phase II Environmental Site Assessment conducted pursuant to applicable standards and regulations, and the investigative tasks described below.

VADOSE will be able to refute or confirm the environmental issues at the Job Site by collection and analysis of soil and ground water samples at four (4) locations on the Subject Property. Soil samples will be selected for analysis via field screening for VOCs. Ground water samples will be recovered from each of the four (4) locations from temporary monitoring wells. Soil and ground water samples recovered from all four (4) soil borings will be analyzed for appropriate chemicals of concern. Upon recovery of the samples, the temporary monitoring wells will be properly plugged and abandoned.

Upon receipt of laboratory reports, VADOSE will prepare a Phase II Environmental Site Assessment report certified to Tuscarawas County Commissioners. An advance .pdf file of the text of the report will be forwarded by email to the Tuscarawas County Commissioners prior to delivery of one (1) copy of the final report complete with all maps, laboratory analyses and related appendices. Additional report copies can be requested for a minimal fee.

Each report will include an appendix containing a certificate of professional errors and omissions liability insurance in the amount of \$2 million.

**The report of Services shall be certified to TUSCARAWAS COUNTY COMMISSIONERS.**

--- End of Scope of Services and Job Site ---

**EXHIBIT B**  
**COMPENSATION AND PAYMENT TERMS**

Compensation to the Consultant for the Services shall be a fixed fee of \$9,881 (nine-thousand eight hundred and eighty one even dollars ).

Invoiced amounts will be due and payable as of the date of the invoice for Services. Any unpaid balance beyond 30 days of the date of the invoice will be subject to a Finance Charge of 1.5% per month which is an A.P.R. (Annual Percentage Rate) of 18%. The Client herein specifically agrees to pay any and all amounts invoiced including collection fees and related legal and professional fees and court costs incurred by the Consultant in effort to collect any amounts due and payable as specified in this Agreement.

--- End of Compensation and Payment Terms ---

2016152.1.CON

VOTE:

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

**RESOLUTION (715-2016) APPROVE AGREEMENT – VADOSE ENVIRONMENTAL CONSULTANTS, INC. (160 1<sup>ST</sup> DRIVE NE)**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the agreement with Vadose Environmental Consultants, Inc. for Phase II Environmental Site Assessment at 160 1<sup>st</sup> Drive Northeast, New Philadelphia, Ohio, in the amount of a fixed fee of \$9,881.00

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WHEREAS, the Consultant has certain experience, knowledge and expertise related to the performance of environmental services;

WHEREAS, the Client desires to engage the Consultant to perform various consulting services as an independent contractor;

WHEREAS, it is understood by the Client that no services can absolutely guarantee that any substances will or will not be present; and

WHEREAS, the Consultant is ready and willing to perform according to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the above-described premises, the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Consultation. During the term of this agreement, the Consultant shall perform environmental services (the "Services") for the Client, the scope of which is described in Exhibit A hereto, at the location or locations identified on Exhibit A (the "Job Site").

2. Term. The Consultant shall conduct the Services as described in Exhibit B of this Agreement until completion of the Services on or about 15 to 20 working days, more or less, after the date of execution of this Agreement and payment referenced above, pending scheduling of sub-contractors (drillers and third party laboratory to complete required tasks.

3. Compensation. The Client shall pay the Consultant the amounts provided in Exhibit B hereto, upon the terms and conditions set forth therein.

4. Standard of Performance. The Consultant agrees to perform its services in accordance with the standards for such professional services which prevail in the industry during the term of this Agreement. No other warranty or representation of the Consultant, express or implied, is included in this Agreement or is intended in any proposal, contract, report or other communication between the Consultant and the Client.

5. Job Site Information and Documents. The Client shall furnish or use reasonable efforts to cause to be furnished to the Consultant all documents and information known to the Client which relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances or waste which is now or has been at any time in the past at, on or under the Job Site. In addition, the Client will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface or subsurface conditions at the Job Site in the possession of the Client which may be necessary or useful to the Consultant in the Conduct of the Services. The Consultant shall be entitled to rely upon documents and information provided by the Client in conducting the Services and the Consultant assumes no responsibility or liability for the accuracy or completeness of such documents and information, or for any impact upon the Services which is in any way caused by or related to the inaccuracy or incomplete nature of any such documents or information. Documents provided by the Client will remain the property of the Client. Work product will remain the property of the Consultant.

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8. Confidentiality. In the event that the Client has paid the Consultant the amounts provided in Exhibit B hereto, upon the terms and conditions set forth therein, the Consultant shall treat as confidential and proprietary and shall not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform its obligations pursuant to this Agreement or as may be required by law, any information (including but not limited to any data, results, reports, records, documents, work product and other descriptive materials, and documents and information furnished to the Consultant by the Client) concerning the Services without in each instance securing the prior written consent of the Client. This section shall not prevent the Consultant from disclosing to others or using in any manner information which:

(a) has been published and has become part of the public domain (other than by acts, omissions or fault of the Consultant);

(b) has been furnished or made known to the Consultant by third parties (other than those acting, or who have acted directly or indirectly for or on behalf of the Consultant) as a matter of legal right without restriction on its disclosure; or

(c) was in the possession of the Consultant prior to the disclosure thereof by the Client.

9. Indemnification. Paragraph intentionally omitted.

10. Limited Liability and Remedy. (a) The Consultant shall not be liable to the Client, or to anyone who may claim any right due to his relationship with the Client, for any acts or omissions in the performance of the Services, including without limitation, (i) the accuracy or completeness of the Services, (ii) the failure to discover any existing substances due to the imposition by the Client of limits on the scope of the Services or for any reason, or (iii) the failure to discover substances which migrate beneath the Job Site subsequent to the completion of the Services.

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(c) The Consultant's sole responsibility and liability and the Client's exclusive remedy, for any breach of this agreement by Consultant or for damages of any nature, shall be the return of compensation (without interest) paid to Consultant.

11. Independent Contractor. The Consultant is an independent contractor retained to perform the Services, and is not an employee, partner or joint venturer of the Client. The Consultant has no right or authority to sign or create any obligations or responsibility, express or implied, on behalf of or in the name of the Client in any manner whatsoever, without the express prior written consent of the Client.

12. Personal Services. This Agreement is a personal services contract, and it is expressly agreed that the rights and interests of the Client and Consultant may not be sold, transferred, assigned, pledged or hypothecated. This Agreement shall inure to the benefit of and be binding upon the parties hereto only. The parties do not intend that this Agreement should benefit any third party, and it is expressly agreed that the Consultant shall not be liable to any third party for any matter whatsoever arising out of or related to the Consultant's performance of any duty to the Client hereunder.

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17. Invalid or Unenforceable Provisions. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid or unenforceable provisions were omitted.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CONSULTANT

CLIENT

VADOSE ENVIRONMENTAL CONSULTANTS, INC.

TUSCARAWAS COUNTY COMMISSIONERS

By: James H. Fisher

Title: Project Manager

Approved as to form

Assistant Prosecuting Attorney

By:

Title:

  
President of the Board

**EXHIBIT A**  
**SCOPE OF THE SERVICES AND JOB SITE**

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Each report will include an appendix containing a certificate of professional errors and omissions liability insurance in the amount of \$2 million.

**The report of Services shall be certified to TUSCARAWAS COUNTY COMMISSIONERS.**

--- End of Scope of Services and Job Site ---

**EXHIBIT B**  
**COMPENSATION AND PAYMENT TERMS**

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--- End of Compensation and Payment Terms ---

2016152.1.CON

VOTE:

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



**RESOLUTION (716-2016) PAYMENT OF BILLS**

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

**911**

American Electric Power	Tower Electric	252.31
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**Auditor**

Treasurer State of OH	GAAP	3,500.00
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**Child Support**

Frontier	Fax Service	50.62
Dominion East Ohio Gas	Service	181.45
Go Shred	Shredding Services	45.00
Staples Advantage	Supplies	9.98
Schoenbrunn Pest Control	Pest Control	35.00
Ann McConnell	Performance Incentives	37.00
Traco Business Systems	Charge Out Guides/Folders	191.96

**Clerk of Courts**

Xerox	Service	16.67
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**Commissioners**

Dominion East Ohio Gas	Utilities/JFS	126.04
Dominion East Ohio Gas	Utilities/107 EH	127.89
Dominion East Ohio Gas	Utilities/125 EH	119.18
G & L Supply	Supplies	649.90
US Bank Equipment Finance	Copier Lease	89.00
Graphic Enterprises	Copier Charges	13.68
Frontier	Service/216.010.9884.031475.5	69.70
Go Shred	Shredding Services	150.00

**Dog Pound**

Damon Industries	Supplies	199.80
Oak Pointe Vet Care	Supplies	513.87
Verizon Wireless	Service	101.25
Fairfield Computer Systems	Monthly On-line Dog Licensing	200.00

**Employee Dress Down Day Fund**

Melinda Caldwell c/o Carrie Collins	Dress Down Day Proceeds	265.00
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**Information Technology**

Provantage	Supplies	188.43
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**Job & Family Services**

Melymbrosia Associates	FACES/DV Assessment	99.00
Melymbrosia Associates	FACES/DV Assessment	99.00
Melymbrosia Associates	FACES/DV Assessment	99.00
Channing Bete Company	Booklets for Parenting Class	123.17
Zashin & Rich	Professional Services	74.00
Graphic Enterprises	Copier Contract Services	59.90
Chrysalis Counseling Center	Court Testimony	107.00
Mark & Raynah Abbuhl et al	AA & SAMS	27,153.20
Mervin & Sarah Shetler	Water Sample Test	100.00
Tanner Jack Cope	Independent Living	1,000.00
Beth Kiggans	Travel & Training	69.00
Laura Burton	Travel & Training	637.10
Elizabeth Renner	Travel & Training	383.66
Kathy Fisher	Travel	434.19
Quality Sew & Vac	Hepa Filter	40.00
Office Max	Supplies	124.28
Lowe's Business Account	Maintenance Supplies	269.66
Action Now Pest Control	Pest Control	55.00
Pitney Bowes	Red Ink for Postage Machine	231.99
Stacia Stevens	Travel & Training	429.11
Jaime Grunder	Travel	507.93
Trudy Lewis	Travel	93.84

Heather Miller	Travel	167.62
Natalie Zimmerman	Travel	18.26
Nichole John	Travel	90.62
Mandy Prosser	Travel & Training	82.21
Beverly Gerber	Travel & Training	216.71
Gabrielle Weingarh	Travel & Training	185.45
Malissa Cantarero	Travel & Training	203.37
Dennis & Jeanne Hostetler	Transportation	22.08
The Full Life Center	APS Grant	56.00
Society for Equal Access	Transportation	80,330.96
Elizabeth Maddux	FC Tutoring	189.97
Larry & Violet Mizer	FC Lice Treatment Kit	42.23
Aden & Esther Miller	FC Clothing Reimb	43.43
Simon & Katie Yoder	FC Clothing Reimb	78.47
Ruth Hursey	KPIP	1,050.00
Larry & Susan Yoder	FP Training Stipend	300.00
Randy & Luella Miller	FP Training Stipend	270.00
Luke & Megan Kneuss	FP Training Stipend	180.00
Raymond & Laura Miller	FP Training Stipend	120.00
Mervin & Sarah Shetler	FP Training Stipend	360.00
Jacob & Marilyn Miller	FP Training Stipend	240.00
Aden & Esther Miler	FP Training Stipend	240.00
Robert & Molli Hayes	FP Training Stipend	120.00
James & Katrina Pauley	FP Training Stipend	120.00
Jacob & Esther Mast	FP Training Stipend	180.00
Fredy & Leona Tenorio	FP Training Stipend	580.00
Andrew & Kelli Miller	FP Training Stipend	120.00
Vincent & Dana Beachy	FP Training Stipend	300.00
Luke & Megan Kneuss	FP Training Stipend	240.00
Nicholas & Christina Hostetler	FP Training Stipend	180.00
Forensic Fluids Labs	Drug Screens	2,300.00
<b>Park Department</b>		
Norma Johnson Center	County Portion/Trail Signage	3,684.72
Rural Action	Americorps Match/Apr-June 2016	1,588.05
<b>Prosecutor</b>		
Matrix Pointe Software LLC	Monthly Software Subscription	1,000.00
Comdoc Leasing	Copier Lease	428.88
<b>Recorder</b>		
Xerox	Base-Copy Charges	182.00
<b>Sheriff</b>		
Parkway Auto Group	Cruiser Repair	420.32
Henry's Heating & Cooling	Repairs	420.00
Mr Trailer	Pin/Cable/Repair	4.30
Watch Systems	Community Notification	35.00
Lowe's	Supplies	649.54
Staples	Supplies	289.39
Evident	Supplies	253.00
Seana Todd Fortune	Travel	175.72
Dominion East Ohio Gas	Service	2,555.02
Miller & Co	Port A John Service/IWP	80.00
<b>Water &amp; Sewer</b>		
The Crossroads Hardware	Materials	57.76
Lowe's	Materials	55.23
Stony Point	Materials	14.40
HD Supply	Materials	919.42
The Crossroads Hardware	Materials	14.46
Tusc Co Commissioners	Building/Garage Payment	3,076.25
Lowe's	Materials	62.76
Hydraflo	Materials	288.60
USA Bluebook	Materials	435.50
Summers Rubber	Materials	105.74
Newcomerstown Water	Sewage Disposal	3,765.04
Great Lakes Water Waste System	Repairs	880.00

The Crossroads Hardware	Materials	57.76
Lowe's	Materials	55.23
Stony Point	Materials	14.40
HD Supply	Materials	919.42
The Crossroads Hardware	Materials	14.46
Tusc Co Commissioners	Building/Garage Payment	3,076.25
Lowe's	Materials	62.76
Hydraflo	Materials	288.60
USA Bluebook	Materials	435.50
Summers Rubber	Materials	105.74
Newcomerstown Water	Sewage Disposal	3,765.04
Great Lakes Water Waste System	Repairs	880.00
Harris Battery	Materials	114.56
Fastenal	Materials	74.98
Lowe's	Materials	152.94
The Crossroads Hardware	Materials	12.45
Lowe's	Equipment	235.60
Lowe's	Equipment	474.05

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

DISCUSSION: David Haverfield, Director, Tuscarawas County Job & Family Services requested Commissioners to approve the proposed PRC Plan Amendment. Mr. Haverfield said the feedback from last year's program was that it was too excessive and changes should be proposed. The PRC Planning Committee reviewed the plan and felt this amendment would be a positive change. Each eligible child will receive a \$75.00 gift voucher for shoes and socks to Shoe Sensation in New Towne Mall, New Philadelphia and a backpack while supplies last.

**RESOLUTION (717-2016) APPROVE UPDATED PRC PLAN – JFS**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the updated Prevention, Retention, and Contingency (PRC) Plan.



389 16th Street SW  
New Philadelphia, Ohio 44663  
Phone: 330-339-7791 or 800-431-2347  
Fax: 330-339-6388 TTY/TTD: 1-800-750-0750  
www.tcjfs.org

August 1, 2016

**MEMORANDUM**

**DATE:** August 1, 2016  
**TO:** Tuscarawas County Commissioners  
**FROM:** David W. Haverfield  
**SUBJECT:** Prevention, Retention and Contingency (PRC) Plan

The PRC Plan is being amended to provide shoes and socks for back to school use to children whose family is at or below 200% of the Federal Poverty Guidelines.

The proposed PRC Plan Amendment is as follows:

Back to School Program

Based on available funding, assistance may be available to TANF eligible households to assist with back to school expenses for any eligible child entering grades K-12 to include: Public, private, online or home-schooled children. Services are available to any family determined TANF eligible and with a household income at or below 200% of the federal poverty guideline.

The simplified Back to School PRC application will be completed for each household. All PRC rules regarding IPVs, overpayments and sanctions will still apply to the applicant eligibility. Verification of other program eligibility or at least thirty days of income and resources verification will be required. Thirty days of income will be the thirty days immediately prior to the application date.

All applicants must complete the simplified PRC application and provide all required verifications for eligibility to be determined. Eligible purchases under the Back to School Program will include: Shoes and socks only.

Each child will be eligible for \$75.00 to purchase shoes and socks. A child may purchase more than one pair of shoes or more than one package of socks as long as the maximum amount of \$75.00 is not exceeded. In addition to the voucher, each eligible child will be offered a backpack at the store. These backpacks will be distributed as supply allows and the cost(s) will not be counted in the \$75 voucher amount.

The Planning Committee was notified via e-mail of these requested program changes. The majority responded with approval of the amendment.

Thank you for your consideration of approval.

  
David W. Haverfield, Director

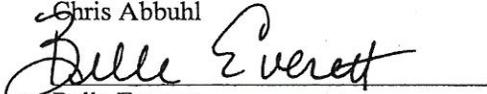
Approved by Resolution:

  
Kerry Metzger

8/4/2016  
Date

Chris Abbuhl, absent  
Chris Abbuhl

08/04/2016  
Date

  
Belle Everett

August 4, 2016  
Date

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

**NO OTHER BUSINESS COMING BEFORE THE BOARD.**

**RESOLUTION (718-2016) ADJOURN**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to adjourn at 9:07 a.m. to meet in Regular Session, Monday, the 8<sup>th</sup> day of August, 2016.

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



Attest:   
Clerk of the Board