

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2005

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 05-700

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 16, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held May 16, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-701

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0518 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0518:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0518, memo transfers in batch numbers MTAPR0518 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Increases			
Pam Barbosky Lammon	Public Defender	10011202-5301	\$ 10,000.00
Vouchers			
BP Products N. America	Unleaded Gas/Walker Woods	10011106-522822801	\$ 6,201.79
MKC Associates	Jail Renovations	40411414-5410	\$ 13,452.00
Maximus Inc.	Training Services	40111402-5450	\$ 37,950.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-702

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM PIATZA MARKET CORP TO DONALD ZILIAK AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees of a Liquor License Transfer Request of D2 and D2X permits from Piatza Market Corp to Donald Ziliak located at 4032 Presidential PRKY Liberty Township, Powell, Ohio 43065, and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-703

IN THE MATTER OF FORWARDING A NEW LIQUOR LICENSE REQUEST FROM LILMANS LLC DBA LILMANS TO THE OHIO DIVISION OF LIQUOR CONTROL WITH A REQUEST FOR A HEARING:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and

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the Berlin Township Trustees that Lilmans LLC DBA Lilmans has requested new D1, D3 and D3A permits located at 5277 Columbus Pike Berlin Township, Lewis Center, Ohio 43035, and

Whereas, the Delaware County Sheriff has responded with, concerns found, and the Berlin Township Trustees have responded with a request for a hearing.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that an objection was made and a hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-704

IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING IN CONNECTION WITH THE ISSUANCE OF HEALTH CARE FACILITIES REVENUE BONDS (EPISCOPAL RETIREMENT HOMES, INC.), BY THE COUNTY OF HAMILTON, OHIO; AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the date for the Public Hearing.

Notice is hereby given that a public hearing will be held by the Board of County Commissioners of the County of Delaware, Ohio, on **Thursday June 9, 2005 at 9:45AM**, on the First Floor, Delaware County Commissioners’ Office, 101 North Sandusky Street, Delaware, Ohio 43015 in connection with the issuance of health care facilities revenue bonds (Episcopal Retirement Homes, Inc.), by the County Of Hamilton, Ohio; and other documents in connection with the issuance of the bonds.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-705

IN THE MATTER OF ADOPTING A RESOLUTION HONORING JEAN WALKER UPON HER INDUCTION INTO THE CENTRAL OHIO SENIOR CITIZENS HALL OF FAME:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

WHEREAS, Jean Walker is being honored for her love of community and the inspiration she brings to young and old alike;

WHEREAS, Jean Walker is being recognized for her commitment to fostering the joy of reading and learning in others which has been a common thread throughout her life;

WHEREAS, Jean Walker was instrumental in starting school libraries at Indian Run Elementary School and the neighboring middle school. Through her efforts a volunteer program was established to manage the libraries and teach the children to use them. As an outgrowth of the school libraries, a public library for the Dublin community was established.

WHEREAS, Jean Walker is one of Delaware County’s special treasures. Her sincerity and dedication to the joy of reading and learning brought that same opportunity to countless others in the Delaware community;

WHEREAS, Jean Walker served her community in many organizations such as the Dublin Chamber of Commerce, the Excellence in Education Committee, the Dublin Historical Society, the Dublin Arts Council and her volunteer work at the Dublin Branch Library. She and Her husband tutored adults who were working toward their GED and City employees who wished to learn to read. She also worked as a reading tutor in the Dublin elementary and middle schools.

WHEREAS, Delaware County is greatly enriched by the contributions made to the community by Jean Walker;

THEREFORE BE IT RESOLVED, the Board of Commissioners of Delaware County wishes to express its sincere appreciation for the contributions made by Jean Walker and honor her on her induction into the Ohio Senior Citizens Hall of Fame.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-706

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

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Supplemental Appropriation					Amount	
10031303-5345-34520					Sheriff Jail/Safety & Security/Prisoner Housing \$480,000.00	
Vote on Motion	Mr. Ward	Nay	Mr. Jordan	Nay	Mr. Evans	Nay

RESOLUTION NO. 05-707

IN THE MATTER OF APPROVING AN AGREEMENT AMENDMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ARCHITECTURE FOR PLAN EXAMINATION AND RESIDENTIAL PLAN EXAMINATION SERVICES :

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

AGREEMENT AMENDMENT

This AGREEMENT, made and entered into this 19th day of May 2005, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called “COUNTY” and Architecture!, with offices at 1335 Dublin Road, Columbus, Ohio, 43215, hereinafter called “ARCHITECT”.

WHEREAS, the COUNTY is in need of commercial plan examination and residential plan examination services in the county; and

WHEREAS, the ARCHITECT is qualified as a commercial plan examiner and residential plan examiner; and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ARCHITECT to provide to the COUNTY plan review services.

Now, THEREFORE, COUNTY and ARCHITECT, in consideration of their mutual covenants, herein agree as follows:

SECTION I. BASIC SERVICES OF THE ARCHITECT

- A. The ARCHITECT shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The ARCHITECT shall review construction documents submitted to Code Compliance for conformance with the Delaware County Building Code and/or the Ohio Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ARCHITECT shall provide to the COUNTY an Approval, “Addendum Letter” or a “Correction Letter” as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The ARCHITECT agrees to review and return submitted drawings to the COUNTY within seven (7) business days for residential and (12) business days for commercial from the date of receipt by the ARCHITECT.
- C. The ARCHITECT shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT. This shall include the text, electronic file or online access to the current version adopted by the COUNTY.
- D. The ARCHITECT shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70. The ARCHITECT shall maintain \$1 million in general liability insurance.
- E. The ARCHITECT shall provide proof of worker’s compensation coverage as required by Ohio law.
- F. The ARCHITECT shall furnish own vehicle for transportation.

SECTION II. COUNTY RESPONSIBILITIES

The COUNTY shall be responsible to provide to the ARCHITECT

- A. The COUNTY shall furnish the standard forms necessary for the execution of the services.
- B. The COUNTY shall provide clerical services necessary for the processing of the permits.
- C. The COUNTY shall provide for the pick up and delivery of construction documents.
- D. The COUNTY shall provide prompt written notice to the ARCHITECT whenever the COUNTY observes or is made aware of the ARCHITECT’S default or non-conformance with this AGREEMENT and afford the ARCHITECT reasonable opportunity to cure such defect or non-conformance. If after reasonable opportunity the ARCHITECT’S performance does not improve, the COUNTY may terminate

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this CONTRACT at any time providing a thirty (30) day written notice to the ARCHITECT.

- E. The COUNTY shall provide conference and meeting facilities for the ARCHITECT to meet with applicants in regards to the work performed by the ARCHITECT pursuant to this Contract.
- F. The COUNTY shall use its best effort to secure release of other data held by others necessary for the ARCHITECT to perform their obligations under this Contract.

SECTION III. BASIS OF PAYMENT

- A. The ARCHITECT shall be compensated by payment for services based upon the fee schedule below.

Commercial plan examination - \$60/hr.
Residential plan examination - \$50/hr.
Reimbursable expenses – At cost
Mileage - \$0.32/mile

- B. The ARCHITECT shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the ARCHITECT’S written Approval, Addendum Letter or Correction Letter.
- C. The ARCHITECT shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided.

SECTION IV. GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. The ARCHITECT shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.
- C. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall be valid for forty-five (45) days.
- D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ARCHITECT.
- E. Either party may terminate this CONTRACT at any time by providing thirty (30) days written notice to the other party.
- F. Indemnification-The ARCHITECT shall indemnify, keep and save harmless the COUNTY and its respective officers, agents, and employees against all suits or claims based upon a negligent act, error or omission that may arise out of the professional services provided under this AGREEMENT. The ARCHITECT, at its own expense, shall defend the COUNTY in all litigation, pay all attorney fees, damages, court costs, and other expenses, and satisfy and cause to be discharged any judgments obtained against the COUNTY, its officers, agents and employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the professional services under this AGREEMENT.
- G. Contract annual amount not to exceed \$25,000.

It is expressly agreed that the professional services provided under this CONTRACT are of such a nature that the ARCHITECT is afforded considerable discretion in the application and enforcement of the codes and/or ordinances prescribed. The COUNTY and ARCHITECT, therefore, further agree that the indemnification provided herein by the COUNTY will not be provided if it is alleged and/or determined that the ARCHITECT or any of its officers, agents, and employees has acted with malicious intent, reckless disregard, discrimination, harassment, or has generally abused the discretion afforded under these professional services.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-708

IN THE MATTER OF APPROVING AN AGREEMENT AMENDMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND R.D. ZANDE & ASSOCIATES, INC FOR PLAN EXAMINATION AND RESIDENTIAL PLAN EXAMINATION SERVICES :

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

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AGREEMENT AMENDMENT

This AGREEMENT, made and entered into this 19th day of May 2005, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "COUNTY" and R.D. Zande & Associates, Inc., with offices at 1237 Dublin Road, Columbus, Ohio, 43215, hereinafter called "ENGINEER".

WHEREAS, the COUNTY is in need of commercial plan examination, residential plan examination & inspection services in the county; and

WHEREAS, the ENGINEER is qualified as a commercial plan examiner, residential plan examiner, building inspector and electrical safety inspector; and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ENGINEER to provide to the COUNTY plan review and inspection services.

Now, THEREFORE, COUNTY and ENGINEER, in consideration of their mutual covenants, herein agree as follows:

SECTION I. BASIC SERVICES OF THE ENGINEER

A. The ENGINEER shall provide plan review services on an as needed basis, as authorized by the Chief Building Official, with the mutual agreement of the ENGINEER.

B. The ENGINEER shall provide inspection services on an as needed basis, as authorized by the Chief Building Official.

C. The ENGINEER shall review construction documents submitted to Delaware County Code Compliance for conformance with the Delaware County Building Code and the Ohio Building Code. Upon completion of the review, the ENGINEER shall provide to the COUNTY an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted construction documents, which shall set forth the conditions found not to be in compliance with the applicable code provisions or not clearly defined in the submitted construction documents. The ENGINEER agrees to review and return submitted construction documents to the COUNTY within seven (7) business days for residential and (12) business days for commercial from the date of receipt by the ENGINEER.

D. The ENGINEER shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT. This shall include the text, electronic file or online access to the current version adopted by the COUNTY.

E. The ENGINEER shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70. The ENGINEER shall maintain \$1 million in general liability insurance.

F. The ENGINEER shall provide proof of worker's compensation coverage as required by Ohio law.

G. The ENGINEER shall furnish own vehicle for transportation.

SECTION II. COUNTY RESPONSIBILITIES

The COUNTY shall be responsible to provide to the ENGINEER

A. The COUNTY shall furnish the standard forms necessary for the execution of the services.

B. The COUNTY shall provide clerical services necessary for the processing of the permits.

C. The COUNTY shall provide for the pick up and delivery of construction documents.

D. The COUNTY shall provide prompt written notice to the ENGINEER whenever the COUNTY observes or is made aware of the ENGINEER'S default or non-conformance with this AGREEMENT and afford the ENGINEER reasonable opportunity to cure such defect or non-conformance. If after reasonable opportunity the ENGINEER'S performance does not improve, the COUNTY may terminate this CONTRACT at any time providing a thirty (30) day written notice to the ENGINEER.

E. The COUNTY shall provide conference and meeting facilities for the ENGINEER to meet with applicants in regards to the work performed by the ENGINEER pursuant to this Contract.

F. The COUNTY shall use its best effort to secure release of other data held by others necessary for the ENGINEER to perform their obligations under this Contract.

SECTION III. BASIS OF PAYMENT

A. The ENGINEER shall be compensated by payment for services based upon the fee schedule below.

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Commercial plan examination - \$66/hr.
Residential plan examination - \$66/hr.
Building inspector - \$45/hr.
Electrical inspector - \$45/hr.
HVAC inspector - \$45/hr.
Administrative Support - \$42/hr.
Reimbursable expenses – At cost
Mileage - \$0.32/mile
Pick up & Delivery of Plans – 2.5 X payroll cost (this is a shared cost with other clients doing business with Delaware County Offices; this will be a proportionate cost allocated to Code Compliance for each billing period, based on activity on each trip with multiple clients)

B. The ENGINEER shall provide a written statement indicating the total time spent for each plan examination upon return of the plans that shall accompany the ENGINEER’S written Approval, Addendum Letter or Correction Letter.

C. The ENGINEER shall provide a written statement indicating the time spent for each inspection. This shall be provided to the COUNTY at the time inspection results are delivered each day.

D. The ENGINEER shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable) and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided.

SECTION IV. GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. The ENGINEER shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.
- ~~C.~~ This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall be valid for forty-five (45) days.
- D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.
- E. Either party may terminate this CONTRACT at any time by providing thirty (30) days written notice to the other party.
- F. Indemnification-The ENGINEER shall indemnify, keep and save harmless the COUNTY and its respective officers and employees against all suits or claims based upon a negligent act, error or omission that may arise out of the professional services provided under this AGREEMENT. The ENGINEER, at its own expense, shall defend the COUNTY in all litigation, pay all attorney fees, damages, court costs, and other expenses, and satisfy and cause to be discharged any judgments obtained against the COUNTY, its officers, agents and employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the professional services under this AGREEMENT.
- G. Contract annual amount not to exceed \$25,000.00.

It is expressly agreed that the professional services provided under this CONTRACT are of such a nature that the ENGINEER is afforded considerable discretion in the application and enforcement of the codes and/or ordinances prescribed. The COUNTY and ENGINEER, therefore, further agree that the indemnification provided herein by the COUNTY will not be provided if it is alleged and/or determined that the ENGINEER or any of its officers, agents, and employees has acted with malicious intent, reckless disregard, discrimination, harassment, or has generally abused the discretion afforded under these professional services.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-709

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

Julie Bates’ promotion date to a Social Services Worker II with the Department of Job and Family Services has

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been changed from May 23, 2005 to May 16, 2005.

Angie Steck is being promoted from a Social Services Worker II to a Social Services Worker III with the Department of Job and Family Services; effective date May 23, 2005.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-710

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR
COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:58AM.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-711

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 10:55AM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners