

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2011

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

Present:
Dennis Stapleton, President
Ken O’Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-372

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 14, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on April 14, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

Kristin Chek, General Counsel for Ohio Mulch, Ohio Mulch Is Opening A Facility Across From The County Jail To Produce Mulch. They Have Asked To Apply For A \$250,000 ODNR Grant From The Ohio Food Scraps Recovery Initiative That They Will Use To Purchase Equipment To Process Scrap Food. The Grant Requires County Sponsorship

ELECTED OFFICIAL COMMENT

BRIAN GALLIGHER, DIRECTOR EMERGENCY MANAGEMENT AGENCY
U.S. NAVY RESERVIST, JAPAN

RESOLUTION NO. 11-373

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0415 AND CMAPR0415A AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER CMAPR0415PC:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0415 and CMAPR0415A, Procurement Card Payments in batch number CMAPR0415PC and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO’ Increase					
Hondros College		Job and Family Tuition Program	22311611-5348	\$	6,000.00
PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1103872	H & A MECHANICAL INC	HVAC RECORDS CENTER WILLIS	40111402 - 5410	\$33,000.00	0001
R1103876	DESIGN BUILD SOLUTIONS INC	WILLIS CANOPY	40111402 - 5328	\$6,400.00	0001
R1103911	COUNTY RISK SHARING AUTHORITY	CORSA 2011-2012 PROGRAM RENEWAL	60111901 - 5370	\$359,902.00	0001
R1103920	AGGRESSIVE MECHANICAL INC	PLUMBING RECORDS REMODEL	40111402 - 5410	\$6,100.00	0001

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R1103921	NORTHWESTERN OHIO SECURITY SYS INC	ACCESS CONTROL SYSTEM RECORDS REMODEL	40111402 - 5410	\$6,520.00	0001
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Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-374

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

The Administrative Services Department is requesting that Brad Euans attend a County Loss Control Coordinators Association Meeting in Bellville, Ohio May 6, 2011, at no cost.

The Administrative Services Department Is Requesting That Gina Fasone Attend A Seminar On considering ex-offenders for employment in Delaware, Ohio June 24, 2011, at no cost.

The Child Support Enforcement Agency is request that Matthew Smith attend an Hearing Officer Roundtable in Knox County April 28, 2011, at no cost.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-375

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF MARCH 2011:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to accept the Treasurer’s Report for the month of March 2011.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-376

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH COTT SYSTEMS, INC. FOR A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER’S OFFICE:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

Whereas, the Delaware County Recorder recommends awarding the bid and approving the contract with Cott Systems Inc. for a comprehensive recording software solution for The Delaware County Recorder’s Office;

Therefore Be It Resolved, that the Delaware County Board of Commissioners award the bid and approve the contract with Cott Systems Inc. for a comprehensive recording software solution for The Delaware County Recorder’s Office.

CONTRACT TO PROVIDE A COMPREHENSIVE RECORDING
SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER'S OFFICE

This Contract (hereinafter “Contract”) is executed this 18th day of April 2011, by and between the Board of Commissioners, Delaware County, Ohio (hereinafter “Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Recorder, Delaware County, Ohio (hereinafter “Recorder”), whose principal place of business is located at 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015 (Board and Recorder hereinafter collectively “County”) and Cott Systems, Inc., [X corporation, partnership or individual] (hereinafter referred to as the "Contractor"), whose principal place of business is located at 350 East Wilson Bridge Road, Worthington, Ohio 43085. (hereinafter individually “Party” and collectively “Parties.”)

WHEREFORE: the Board approved Resolution No. 11-376 on the 18th day of April, 2011 (hereinafter “Resolution”); and,

WHEREFORE: the Resolution approved the execution of this Contract by the Board.

NOW THEREFORE, for good and valuable consideration and the mutual covenants and promises contained herein, the Parties agree as set forth below:

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PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Contractor shall provide a comprehensive recording software solution for the Delaware County Recorder's Office in accordance with all the terms, conditions, specifications, and provisions of the following (hereinafter collectively "Contract Documents"):

1. Legal Notice,
2. 2011 Request for Bids (RFB) by the County for a Comprehensive Recording Software Solution for the Delaware County Recorder's Office,
3. Contractor's Bid,
4. All documents and forms completed by the Contractor in accordance with the RFB and/or in submitting a bid, including, but not limited to Appendix C of the RFB.

TERM:

The term of the Contract shall be for a fixed term of three (3) years, commencing June 4, 2011 through June 3, 2014.

SCOPE OF SERVICES:

The Contractor shall provide a comprehensive recording software solution for the Delaware County Recorder's Office in accordance with all the terms, conditions, specifications, and provisions contained in the Contract Documents.

ADDITIONAL SPECIFICATIONS:

In addition to providing a comprehensive recording software solution for the Delaware County Recorder's Office in accordance with all the terms, conditions, specifications, and provisions contained in the Contract Documents, the Contractor shall provide the following:

- 1) Three (3) dual computer monitors, three (3) barcode label printers, and three (3) receipt printers.
- 2) Contractor shall be responsible for payment of the monthly fifty dollar (\$50.00) fee, if any, to SCG as referenced in the Contractor's Bid.
- 3) The duration of the provided on-site training for Delaware County Recorder's Office staff and for title searchers shall, at a minimum, be the number of days indicated on the Contractor's Bid Form.
- 4) Contractor shall be responsible for any needed memory upgrades to current hardware.

COMPENSATION:

For and in consideration of the Contractor providing a comprehensive recording software solution for the Delaware County Recorder's Office in accordance with all the terms, conditions, specifications, and provisions contained in the Contract Documents, the County agrees to compensate the Contractor at the following Total Per Document Cost rate:

Total Per Document Cost:

\$1.25

(Total Per Document Cost in numerals.)

One Dollar and Twenty-Five Cents.

(Total Per Document Cost in words.)

The Total Per Document Cost is the total cost per each and every one (1) document filed/recorded in the Recorder's Office and processed through the Contractor's System. The Total Per Document Cost includes all Software, Services, and/or other costs for the Project. No additional cost or fee beyond the Total Per Document Cost shall be charged to the County.

DAMAGES IN THE EVENT OF BREACH:

In the event that the Contractor fails to fully meet and perform all the obligations imposed and required as part of this Contract, the Contractor shall pay damages to the Board as compensation for such failure. Such damages shall be as provided in the RFB.

INSURANCE AND INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold free and harmless the Board, the Recorder, the County, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives as provided in the RFB. The Contractor also agrees to carry such insurance as required by the RFB.

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INCORPORATION OF THE CONTRACT DOCUMENTS AND RESOLUTION:

The Contract Documents and Resolution in their entirety and all the terms, conditions, specifications, and provisions contained therein are by this reference hereby expressly understood and accepted by the Parties and are in their entirety incorporated into and made a part of this Contract.

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-377

IN THE MATTER OF DECLARING APRIL AS CHILD ABUSE PREVENTION MONTH IN DELAWARE COUNTY:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Resolution

Whereas, children are Ohio's most precious and valuable asset; and

Whereas, each child has the right as a human being, to live and grow in a safe and supportive environment; and

Whereas, children who are loved and nurtured grow up to love and nurture others, giving back to their own family, their community and their state, the care that was bestowed upon them; and

Whereas, child abuse/neglect is a community problem, and finding a solution depends on involvement of people throughout Ohio; and

Whereas, child abuse/neglect prevention programs succeed because of partnerships among private and public sector agencies and the people of Ohio; and

Whereas, the theme for Ohio's prevention campaign is "It Is Your Turn To Raise The Leaders Of Tomorrow".

NOW THEREFORE BE IT RESOLVED The Board of Commissioners of Delaware County, do hereby designate

April as Child Abuse and Neglect Prevention Month

Throughout the County of Delaware and urge all county residents to make a commitment to take action to prevent child abuse and neglect.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-378

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR CHILD ABUSE PREVENTION "PINWHEELS & PANCAKES" EVENT:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, April is recognized as Child Abuse Prevention month; and

WHEREAS, Delaware County Department of Job and Family Services has planned an Event, "Pinwheels & Pancakes" to observe Child Abuse Prevention on April 30 from 8:00-Noon. at Willis Intermediate School; and

WHEREAS, the State has allocated special funding for this purpose; and

WHEREAS, the Department requests approval to procure various food supplies; and

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of

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Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$300.00 to assist in funding the purchase of refreshments and other amenities for Child Abuse Prevention Month 2011.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-379

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR JOB AND FAMILY SERVICES:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, pursuant to the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2). And;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Board of Commissioner
Office/Department:	Job and Family Services
Control Group:	A127
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	5
Monthly number of transactions per card:	50
Name on Card :	Kathy Butler
Coordinator:	Jackie Schonauer

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-380

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE BOARD OF ELECTIONS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adopt the following Resolution:

WHEREAS, pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the use of County Procurement Cards; and

WHEREAS, the appointing authority for the procurement card being the Delaware County Board of Elections has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2); and

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder; and

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Delaware County Board of Elections;

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NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Board of Elections authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Delaware County Board of Elections					
Office/Department:	Delaware County Board of Elections					
Control Group:	A152					
Daily spending per card:	\$5,000.00					
Monthly spending per card:	\$7,500.00					
Single transaction limit:	\$5,000.00					
Daily number of transactions per card:	10					
Monthly number of transactions per card:	50					
Name on Card 1:	Karla R. Herron					
Name on Card 2:	Brian D. Mumford					
Department Coordinator:	Brenda Manley					
Vote On Motion	Mr. Thompson	Aye	Mr. O'Brien	Aye	Mr. Stapleton	Aye

RESOLUTION NO. 11-381

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR JUVENILE/PROBATE COURT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adopt the following Resolution:

WHEREAS,	pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30 th , 2004, has adopted a policy for the use of County Procurement Cards; and
WHEREAS,	the appointing authority for the procurement card being the Juvenile/Probate Court Office has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2); and
WHEREAS,	the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder; and
WHEREAS,	the use of the purchasing card will follow the established procurement policy adopted by the Delaware County Juvenile/Probate Court Office;

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Board of Elections authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:			Juvenile/Probate Court			
Office/Department:			Juvenile/Probate Court			
Control Group:			A152			
Daily spending per card:			\$ 5,000.00			
Monthly spending per card:			\$ 10,00.00			
Single transaction limit:			\$5,000.00			
Daily number of transactions per card:			10			
Monthly number of transactions per card:			50			
Name on Card 1:			Rick Smith			
Department Coordinator:			Michele Buffo			
Vote On Motion	Mr. Stapleton	Aye	Mr. O'Brien	Aye	Mr. Thompson	Aye

RESOLUTION NO. 11-382

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IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR JANITORIAL SUPPLIES FOR DELAWARE COUNTY:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

Whereas, the facilities supervisor recommends the notice for Janitorial Supplies for Delaware County;

**PUBLIC NOTICE
INVITATION TO BID
ITB #09-01 JANITORIAL SUPPLIES**

Notice to bidders are posted on the Internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, **101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Monday, May 9, 2011**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Janitorial Supplies for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained by contacting the Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio 43015, (740) 833-2280, fax (740) 833-2279, during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Janitorial Supplies." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approve the Bid Opening date of **10:00 AM on Monday, May 9, 2011 at 101 North Sandusky Street, Delaware, Ohio 43015**, for Janitorial Supplies for Delaware County.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-383

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR MEADOWS AT LEWIS CENTER SECTION 1 PHASE A:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to accept the following Sanitary Subdivider's Agreement:

Meadows At Lewis Center Section 1 Phase A

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 18th day of April 2011, by and between JONES/LEWIS CENTER L.L.C., herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the MEADOWS AT LEWIS CENTER SECTION 1 PHASE A Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$97,350.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **33** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Meadows at Lewis Center, Section 1, (being platted as Phase A), all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$153,274.41**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or the contractor's agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER **\$5,364.60** which is equal to three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$13,050** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$1,000.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

MEADOWS AT LEWIS CENTER SECTION 1, PHASE A SUBDIVISION PLAT:

At the time of platting MEADOWS AT LEWIS CENTER SECTION 1, PHASE A, the County shall require the following be completed prior to signing the plat:

- (1) the COUNTY shall inspect sewers located in Section 1, Phase A and shall require the SUBDIVIDER to complete all necessary improvements to bring those sewers into compliance with the current standards.
- (2) the SUBDIVIDER shall pay to the DELAWARE COUNTY SANITARY ENGINEER fifty percent (50%) of the capacity charges then in effect for each single family residential connection shown on the plat.
- (3) the SUBDIVIDER shall provide a five (5) year maintenance Bond, or other approved financial warranties, for the sewers in Section 1, Phase A.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-384

IN THE MATTER OF EXECUTING AN AGREEMENT FOR PROFESSIONAL SURVEYING SERVICES FOR THE PERRY TAGGART AS-BUILT INFORMATION PROJECT WITH FLOYD BROWNE GROUP, INC. OF DELAWARE, OHIO:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

Whereas, the Regional Sewer District has completed the Perry Taggart Sanitary Sewer Improvements project, and

Whereas, preparation of as-built plans was not part of the completed project, and

Whereas, the Sewer District staff needs these as-built plans for future design and analyses, as well as to confirm the location of the sanitary sewer as shown in DALIS, and

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Whereas, the staff obtained five quotes from professional surveying companies to provided the needed services, and

Whereas, the quotes were evaluated by Sewer District staff and Floyd Browne Group, Inc. of Delaware, Ohio provided the lowest and best proposal, and

Whereas, the Sewer District staff recommends executing an agreement with Floyd Browne Group, Inc. for the required services with a not to exceed amount of \$8,800.00.

Therefore be it resolved that the Board of County Commissioners execute the contract for Professional Surveying Services for the Perry Taggart As-built Information project with Floyd Browne Group, Inc. of Delaware, Ohio.

BE IT FURTHER RESOLVED that the Board of County Commissioners approve a purchase order to Floyd Browne Group in the amount of \$8,800.00 from org key 66211903-5301.

**PROFESSIONAL SERVICES CONTRACT
PERRY TAGGART AS-BUILT INFORMATION**

Section 1 – Parties to the Agreement

Agreement made and entered into this 18th day of April, 2001 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Floyd Browne Group (FBG), 3769 Columbus Pike, Delaware, Ohio 43015 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Contract Administrator and agent of the Board for Work performed in accordance with this Agreement. The Contract Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with “Exhibit A” Perry Taggart Sewer Alignment, “Exhibit B” - Professional Surveying Perry Taggart As-Built Information, and “Exhibit C” - Floyd Browne’s Proposed Scope dated Feb 25, 2011 pages 1 - 3, by this reference hereby made part of this Agreement. In case of conflict between Exhibit B and Exhibit C, Exhibit B controls. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Contract Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum of **Seven Thousand Eight Hundred Dollars (\$7,800)**. Compensation for “If Authorized” tasks listed in the Price Proposal shall be made on a Unit of Work basis, the aggregate sum thereof not to exceed **One Thousand Dollars (\$1,000)**. The total compensation paid to Consultant pursuant to this Agreement shall not exceed Eight Thousand Eight Hundred Dollars (\$8,800). Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Contract Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Contract Administrator and shall complete the work no later than 45 days after authorized starting date. Consultant shall not proceed with Work on “If Authorized” tasks without written authorization from the Contract Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Contract Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each

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accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Surveying services hereunder plus three (3) years following any additional services provided for Final Surveying, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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- 13.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-385

IN THE MATTER OF APPROVING THE SCHEDULE OF ASSESSMENTS FOR THE COSTS FOR THE PROCEEDINGS FOR THE DISMISSED LATERAL #2 PART OF THE SCOTT #604 AND DUTCHER #477 WATERSHED DITCH PETITION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, with Resolution No. 10-860 The Delaware County Commissioners approved that the costs for the proceedings of the dismissed Lateral #2 Part Of The Scott #604 And Dutcher #477 Watershed Ditch Petition be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing; and

WHEREAS, the date for the landowners to pay for the costs for the proceedings upfront rather than having it placed on their real estate tax bill, has passed;

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THEREFORE BE IT RESOLVED, The Delaware County Commissioners approves the schedule of assessments for the costs for the proceedings for the dismissed Lateral #2 Part Of The Scott #604 And Dutcher #477 Watershed Ditch Petition.

(Copy available in the Commissioner's Office until no longer of administrative value).

FURTHER BE IT RESOLVED, THAT The Commissioners' Office will supply to the Auditor's Office the schedule of assessments. Two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with no interest rate on the installments.

Vote on Motion Mr. O'Brien Abstain Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-386

SETTING DATE AND TIME FOR A PUBLIC HEARING TO DISCUSS THE POSSIBLE ISSUANCE BY THE COUNTY OF FRANKLIN, OHIO OF ITS HOSPITAL FACILITIES REVENUE BONDS FOR THE PURPOSE OF REFINANCING ALL OR A PORTION OF CERTAIN HOSPITAL FACILITIES BONDS ISSUED BY THE COUNTY OF DELAWARE, OHIO FOR THE BENEFIT OF GRADY MEMORIAL HOSPITAL, AT 561 WEST CENTRAL AVENUE, CITY OF DELAWARE, COUNTY OF DELAWARE, OHIO AND FINANCING HOSPITAL FACILITIES AT THE SAME LOCATION AND OTHER LOCATIONS:

It was moved by Commissioner Mr. O'Brien, seconded by Commissioner Thompson that the Board of County Commissioners of the County of Delaware fix the **5th day of May, 2011 at 10:15AM** at the Commissioners Hearing Room 101 North Sandusky as the time and place of the hearing by the Commissioners on the possible issuance by the County of Franklin, Ohio of its Hospital Facilities Revenue Bonds for the purpose of refinancing all or a portion of certain hospital facilities bonds issued by the County of Delaware, Ohio for the benefit of Grady Memorial Hospital at 561 West Central Avenue, City of Delaware, County Of Delaware, Ohio and financing hospital facilities at the same location.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Thompson

- Participated in The "Walk A Mile In Her Shoes" Domestic Violence Awareness Event On Saturday
- Attended A Strand Theater Meeting; 2015 is the Centennial year

Commissioner O'Brien

- Attended And Participated In a MORPC Meeting On Thursday; Commissioner Stapleton was appointed to a Committee; Home weatherization program
- (expressed concerns on why MORPC wants to now be involved with the Home weatherization program that community action organization currently work with.

Commissioner Stapleton

- Shares concerns on motive for involvement with Home weatherization program
- CCOA Meetings; Budget Bill Updates
- No Session Next Thursday -21st
- Work Session On 25th

Return to Public Comment:

Kristin Chek, General Counsel for Ohio Mulch, Ohio Mulch Is Opening A Facility Across From The County Jail To Produce Mulch. They Have Asked To Apply For A \$250,000 ODNR Grant From The Ohio Food Scraps Recovery Initiative That They Will Use To Purchase Equipment To Process Scrap Food. The Grant Requires County Sponsorship

RECESS AT 10:45AM

RECONVENE AT 11:05AM

RESOLUTION NO. 11-387

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; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 11:06AM.

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Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-388

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:43AM.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

Clarification Lease Agreement With Tuller Square Northpointe, Llc.

RECESS AT 11:55AM

RECONVENE AT 12:55PM

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners