

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2012

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. 12-107

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 26, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 26, 2012; 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

ELECTED OFFICIAL COMMENT

Rodney Myers, Berkshire Township Trustee, The Township Trustees Are Interested In Continuing Discussion On The Buying And Selling Of The Old Township Hall

Phil Panzarella, Berlin Township Trustee; Favorable Comments On The Flashing Stop Signs Addressing The Safety Concerns For Cheshire Road; Africa Road; Lackey Old State Intersections

RESOLUTION NO. 12-108

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0127, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0127:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0127, memo transfers in batch numbers MTAPR0127 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1201351	KEYSTONE RICHLAND CENTER LLC	RESIDENTIAL TREATMENT	22511607 - 5342	\$33,000.00	0001
R1202093	ADRIEL SCHOOL INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$31,000.00	0001
R1202359	PRUDENTIAL GROUP LIFE AND DISABILITY INSURANCE	MONTHLY LIFE INS PREMIUMS	60211902 - 5370	\$30,000.00	0001
R1202360	CERIDIAN	FSA ADMIN FEES	60211902 - 5370	\$7,000.00	0001
R1202361	OHIO HEALTH CORPORATION	LABWORK FOR 2012 HEALTH FAIR	60211902 - 5370	\$8,000.00	0001
R1202366	COUNTY RISK SHARING AUTHORITY	DEDUCTIBLES	60111901 - 5370	\$10,000.00	0001
R1202375	OHIO EDISON CO	ELECTRIC AT MEDIC 4 AND 5	10011303 - 5338	\$8,500.00	0001
R1202376	BERLIN TOWNSHIP TRUSTEES	2012 LEASE AGREEMENT	10011303 - 5335	\$15,000.00	0001
R1202455	COMMISSIONERS	INDIRECT COSTS	23711630 - 5380	\$30,000.00	0001
R1202456	COMMISSIONERS	RENT	23711630 - 5335	\$86,000.00	0001
R1202457	FACILITIES	POSTAGE	23711630 - 5331	\$10,000.00	0001
R1202463	NORTHWOODS CONSULTING PARTNERS INC	MAINTENANCE CONTRACT	23711630 - 5325	\$15,150.00	0001

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R1202486	MCNAUGHTON MCKAY INC	OECC	66211903 - 5320	\$3,900.00 0001
R1202486	MCNAUGHTON MCKAY INC	FIRMWARE UPGRADE FOR NEW PLC'S	66211904 - 5320	\$9,100.00 0002
R1202492	MORE TIME FOR YOU	OJT TRAINING PLANS	22311611 - 5348	\$8,000.00 0001
R1202513	CM INTERIORS LLC	CANOPIES	40111402 - 5410	\$3,500.00 0001
R1202513	CM INTERIORS LLC	CANOPIES	40111402 - 5410	\$8,176.00 0002
R1202516	DELAWARE FLOOR CO	WILLIS CARPET	40111402 - 5410	\$5,300.00 0001

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

RESOLUTION NO. 12-109

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Jon Melvin and Sam Porteous attend a BUSTR Operator Training in Reynoldsburg, Ohio April 5, 2012, at the cost of \$50.00. (Fund Number 10011106).

Juvenile/Probate Court is requesting for Judge Spicer to attend a National Conference on Juvenile and Family Law in Las Vegas, Nevada March 21-24, 2012, at the cost of \$1,999.72 (Fund Number 27826325).

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

RESOLUTION NO. 12-110

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE PLANS, REPORTS, AND SCHEDULES FOR THE JONES #279 WATERSHED DRAINAGE MAINTENANCE PETITION:

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

Whereas, Resolution No. 11-135 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for The Jones #279 Watershed Drainage Maintenance Petition; and

Whereas, the Resolution fixed February 7, 2012, as the date for filing of the reports, plans, and schedules; and

Whereas, the existing improvements were reconstructed by landowners and require some elements to be finalized for possible acceptance to the drainage maintenance program; and

Whereas, the Delaware County Engineer and Soil and Water Conservation district requires additional time to prepare the plans, reports, and schedules for possible acceptance to the drainage maintenance program;

Therefore Be It Resolved, that the Board of County Commissioners fixes August 7, 2012 as the date for filing of the reports, plans, and schedules For The Jones #279 Watershed Ditch Maintenance Petition.

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

RESOLUTION NO. 12-111

IN THE MATTER OF EXPRESSING THE BOARD'S INTENT TO AWARD THE CONTRACTS FOR THE DELAWARE FIBER LATERAL PROJECT:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board"), pursuant to Resolution No. 11-1426, adopted on December 15, 2011, invited bids from contractors for the installation and development and potential management and maintenance of the Delaware Fiber Lateral Project; and

WHEREAS, the evaluation team has reviewed all proposals submitted in accordance with the Invitation to Bid ("ITB") and recommends that the bid submitted by Gudenkauf Corporation is the lowest and best bid for Segments A, B(2), C, F, and I and that the bid submitted by The Fishel Company is the lowest and best bid for Segment B(1);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board hereby determines that the bid submitted by Gudenkauf Corporation is the lowest and best bid for Segments A, B(2), C, F, and I of the Delaware Fiber Lateral Project, and the Board intends to award the contract thereon to Gudenkauf Corporation.

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Section 2. The Board hereby determines that the bid submitted by The Fishel Company is the lowest and best bid for Segment B(1) of the Delaware Fiber Lateral Project, and the Board intends to award the contract thereon to The Fishel Company.

Section 3. The Board hereby directs the Clerk of the Board to send a certified copy of this Resolution to Gudenkauf Corporation and The Fishel Company.

Section 4. The Board hereby directs the County Administrator and the Delaware County Data Center Director, in consultation with the Office of the Prosecuting Attorney, to finalize contracts in accordance with the ITB for the Board's consideration and final approval.

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

RESOLUTION NO. 12-112

IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:

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

Whereas the below requests to perform work within the right of way have been reviewed and approved by the Delaware County Engineer;

Now Therefore be it resolved that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U12-003	Century Link	Trenton Road	Relocate buried cable
U12-004	Century Link	Dent Road	Place buried cable
U12-005	Columbia Gas of Ohio	South Section Line	Bore road
U12-006	Time Warner Cable	Hidden Ravines Drive	Bore road

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

RESOLUTION NO. 12-113

IN THE MATTER OF AWARDING THE BID AND APPROVING A CONTRACT WITH J&J SCHLAEGEL, INC. FOR PLUMB ROAD BRIDGE REPLACEMENT PROJECT (DEL-TR105-0.97):

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

Whereas, the County Engineer recommends approval of the following:

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following:

**PLUMB ROAD BRIDGE REPLACEMENT PROJECT (DEL-TR105-0.97)
BID OPENING OF JANUARY 10, 2012:**

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to J&J Schlaegel, Inc. of Urbana, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

Also available are two copies of the contract with J&J Schlaegel for your approval. Also available are the Certification/Affidavit in Compliance with ORC Section 3517.33 and the Terrorist Exclusion List along with the Prosecutor's and Auditor's approvals have been obtained.

CONTRACT

THIS AGREEMENT is made this 30th day of January, 2012 by and between J&J Schlaegel, Inc., 518 Miami Street, Urbana, Ohio 43078, hereinafter called the "Contractor" and the Delaware County Board of Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work:

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "Plumb Road Bridge Replacement Project (DEL-TR105-0.97)", and required supplemental work for the project all in strict accordance with the Contract

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Documents.

Article 2. The Contract Price:

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Two Hundred Eighty-Five Thousand Six Hundred Eighty-Two Dollars and Ninety-six Cents (\$285,582.96)* subject to additions and deductions as provided in the Contract Documents.

Article 3. Contract:

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidder
- e. Signed Copy of Bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 12-114

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES OF ORANGE TOWNSHIP FOR THE ORANGE RD/US 23 INTERSECTION:

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

Whereas, the County Engineer recommends approval of the following Intergovernmental Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 30TH day of January, 2012 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the Board of Township Trustees of Orange Township, 1680 East Orange Road, Lewis Center, Ohio 43035 (the “Township”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

The Township desires to make improvements to Orange Road (Township Road 114) and its intersection with U.S. Route 23 (the “Improvements”). The Improvements require a contract with a person, firm, partnership, association, or corporation qualified to provide engineering services. The County is authorized, pursuant to section 305.15 of the Revised Code, to enter into such a contract. Pursuant to section 9.482 of the Revised Code, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render. This Agreement shall establish the terms and conditions whereby the Township will exercise the County’s powers and perform the County’s functions with respect to engineering services for the Improvements.

Section 3 – Division of Responsibilities

The Township shall enter into, administer, and pay for the contract with a person, firm, partnership, association or corporation qualified to provide engineering services necessary for the Improvements. The County, via the Delaware County Engineer, a third-party signatory hereto, shall administer the qualifications-based selection process, pursuant to section 153.65, *et seq.*, of the Revised Code, supervise the work of the contracted engineer, and advise the Township regarding the contract for engineering services.

Section 4 – Compensation

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The Township agrees to be responsible for any and all payments to the contracted engineer. Each Party shall be responsible for the costs associated with its share of the responsibilities set forth in Section 3 of this Agreement, and neither Party shall be responsible for any additional compensation to the other Party.

Section 5 – Records

The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Improvements, unless and until modified, superseded, or terminated in accordance with this Section, or unless the Township at any time determines not to proceed with the Improvements. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Insurance and Liability

The Parties are both political subdivisions and lack authority to indemnify.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2 **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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 in full force and effect.

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

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RESOLUTION NO. 12-115

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO CLAYPOOL ROAD INCLUDING REPLACEMENT OF A BRIDGE AND ENTERING INTO A LICENSE AGREEMENT WITH THE SECRETARY OF THE ARMY FOR THE IMPROVEMENT:

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

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement; and

WHEREAS, the County Engineer has determined that the bridge on County Road 235 (Claypool Road) is structurally deficient and requires replacement, and further recommends that the Board proceed with an Improvement of County Road 235 including replacement of the bridges and reconstruction of the roadway approaches thereto; and

WHEREAS, the County Engineer has determined that the Improvement would impact a portion of the lands of the United States under jurisdiction of the United States Army Corps of Engineers; and

WHEREAS, the United States Army Corps of Engineers has agreed to permit the replacement of said bridge and improvement of the roadway approaches subject to a license agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, that:

Section 1: The public convenience and welfare require the replacement of the bridge on County Road 235 (Claypool Road) located about one-tenth of one mile north of Peters Road, and that the Improvement known as DEL-CR235-0.14 be initiated for such purpose.

Section 2: The Board approves the license agreement with the Secretary of the Army to facilitate such portions of the Improvement on lands under the jurisdiction of the United States Army Corps of Engineers.

**DEPARTMENT OF THE ARMY LICENSE
DELAWARE LAKE PROJECT
DELAWARE COUNTY, OHIO
Tracts Numbers**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, acting under his general administrative powers, hereby grants to BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, 101 North Sandusky Street, Delaware, Ohio 43015 hereinafter referred to as the grantee, a license for a temporary work area in conjunction with a bridge replacement on Claypool Road, over, across, in and upon lands of the United States, as identified in Exhibit A, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of one (1) year, beginning February 1, 2012, and ending January 31, 2013, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license is the operation and maintenance of the premises by the grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to County Engineer, Delaware County, Ohio, 50 Channing Street, Delaware, Ohio 43015; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, U.S. Army Corps of Engineers, 502 Eighth Street, Huntington, West Virginia 25701-2070; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to

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“grantee” shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Huntington District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the grantee, and this license, or any interest herein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payments shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall

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be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on CONSIDERATION.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. § 403), and Section 404 of the Clean Waters Act (33 U.S.C. § 1344).

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

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

RESOLUTION NO. 12-116

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDERS AS LISTED:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contract;

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Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for with a Child Care Placement provider:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Foundations for Living 1451 Lucas road Mansfield, Ohio 44905 \$33,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of this contract is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 12-117

IN THE MATTER OF APPROVING THE FOURTH QUARTER REPORT FOR THE MENTAL HEALTH DOCKET GRANT FOR ADULT COURT SERVICES:

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

Grant #	2010-JG-C01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2011 to December 31, 2011
Federal Grant Amount:	\$ 30,000.00
Local Match:	\$ 5,000.00
Local Match – City:	<u>\$ 5,000.00</u>
Total Grant Amount:	\$ 40,000.00

The Grant is a unique collaboration between Delaware Common Pleas and Municipal Court to initiate a mental health court docket. The courts will share a probation officer, and docket coordinator. The dockets primary purpose is to reduce the amount of time offenders with significant mental health issues spend in jail. The mental health docket will not only reduce the use of the Delaware County Jail, it will reduce the impact on many social service agencies in the county.

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

RESOLUTION NO. 12-118

IN THE MATTER OF APPROVING A ONE YEAR EXTENSION OF THE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY AND KEMIRA WATER SOLUTIONS:

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

WHEREAS, Kemira Water Solutions entered into a service agreement with the Delaware County Board of Commissioners on February 1, 2010 per Resolution 10-153 to provide for Supply of Ferric Chloride Services; and

WHEREAS, the Agreement period was for 24 months from the date of contract execution; and

WHEREAS, the terms of the Agreement allow for the contract to be extended for two one year periods; and

WHEREAS, Kemira Water Solutions has provided excellent service to the County during this contract; and

WHEREAS, the unit price for the ferric chloride shall remain at \$0.2125 per dry pound delivered; and

WHEREAS, the County wishes to approve the first one year contract extension using the terms as set forth in the Agreement; and

WHEREAS, Kemira Water Solutions also wishes to extend the contract using the terms as set forth in the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the first one year contract extension of the Agreement with Kemira Water Solutions to provide for Supply of Ferric Chloride Services.

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**EXTENSION NO. 1 TO THE SERVICE AGREEMENT
FOR SUPPLY OF VARIOUS CHEMICALS AND POLYMERS**

This **Extension No. 1** to the Service Agreement originally entered into on February 1, 2010, is hereby made and entered into on this 30th day of January, 2012, by and between the **Board of County Commissioners of Delaware County, Ohio** (the “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and **Kemira Water Solutions** (the “Contractor”), whose address is 3211 Clinton PKY. CT #1 Lawrence, Kansas 66047, (hereinafter collectively referred to as the “Parties”).

ARTICLE I – EXTENSION

The Parties hereto agree, pursuant to Article Four of the Service Agreement and the Specifications for the Service Agreement (“Contract Period and Invoicing”), to extend the Service Agreement for a period of twelve (12) months from February 1, 2012 through January 31, 2013.

ARTICLE II – REMAINING TERMS AND CONDITIONS

The Parties hereto agree that all other terms and conditions of the Service Agreement not specifically modified herein shall remain unmodified and in full force and effect.

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

RESOLUTION NO. 12-119

IN THE MATTER OF EXECUTING A DEED OF EASEMENT AGREEMENT WITH COLUMBUS STATE COMMUNITY COLLEGE FOR PERMANENT AND TEMPORARY SANITARY SEWER EASEMENTS:

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

Whereas Columbus State Community College owns real property at 5100 Cornerstone Drive in Liberty Township, Ohio, and

Whereas, Columbus State Community College has agreed to grant to the Delaware County Board of Commissioners temporary and permanent sanitary sewer easements for potential sewer construction within the neighboring vicinity, and

Whereas, the easement area is described on Exhibit 1, and

Whereas, execution of the deed of easement by The Delaware County Board of Commissioners is requested by the Regional Sewer District to finalize the agreement,

Therefore be it resolved that the Board of County Commissioners execute a deed of easement for permanent and temporary sanitary sewers as the grantee from Columbus State Community College.

(A copy of Exhibit 1 available is in the Sanitary Engineer’s Department until no longer of administrative value.)

**EXHIBIT 1
DEED OF
TEMPORARY AND PERMANENT
SANITARY SEWER EASEMENTS**

Background

Columbus State Community College, District Board of Trustees (the “Grantor”), is the owner of certain property that consists of 108.662 acres in the Township of Liberty and Township of Berlin, Delaware County, Ohio; and The Board of County Commissioners of Delaware County (the “Grantee”) desires to have both a permanent and temporary easement over a portion of the property owned by Grantor, and Grantor is willing to grant said permanent and temporary easements in accordance with the terms hereof.

Conveyance of Easements

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and conveys to Grantee a perpetual, exclusive easement upon, across, and under the property described in the attached Exhibit A (the “Permanent Easement Area”), for the construction, use, maintenance, operation, repair, and replacement of a sanitary sewer line, except that existing utilities already within their own easements which have been recorded prior to execution of the date of this agreement may remain.

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Furthermore, Grantor hereby grants and conveys to Grantee a temporary, non-exclusive easement upon, across, and under the property described in the attached Exhibit B”, (the “Temporary Easement Area”), for the construction, installation, or replacement of the sanitary sewer line. The duration of the temporary easement herein granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The Grantee, for itself and its successors and assigns, agrees that if the Temporary Easement Area or the Permanent Easement Area or any surrounding lands, are disturbed as a result of any of the work described above, the Grantee will immediately restore at its own cost said area and/or surrounding lands to the condition in which they were found at the time of the commencement of such work in either Easement Area. Grantor and Grantee agree that restoration of the lands as stated above shall apply to existing utilities, drainage, grades, seeding, sodding, and mulching and other features already in place upon the date of execution of this agreement. Grantor agrees that other physical features placed within the permanent and temporary easements, including, but not limited to trees, shrubs, fences, signs, monuments, etc. shall be the responsibility of the Grantor to replace at Grantor’s own cost.

Both the Grantor and Grantee as governmental entities, lack authority to indemnify. As such, the Grantor and Grantee agree to be and shall be responsible for their own actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., resulting from this Agreement. Therefore, the Grantor and Grantee agree to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the construction, installation, use, maintenance, operation, repair, and/or replacement of the sanitary sewer line within either Easement Area

These Easements shall run with the Land.

Prior Instrument Reference: Deed Book 542 Pg. 2306 , Delaware County Recorder’s Office.

By its execution of this Deed of Easements, Grantee for itself and its successors and assigns accepts the terms and conditions hereof.

GRANTOR: COLUMBUS STATE COMMUNITY COLLEGE, DISTRICT BOARD OF TRUSTEES

GRANTEE: THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY

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

RESOLUTION NO. 12-120

IN THE MATTER OF ACCEPTING A SELF DIRECT PROGRAM CREDIT FROM AMERICAN ELECTRIC POWER:

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

Whereas, the Board of County Commissioners submitted an application to American Electric Power (AEP) for the Self Direct Program, and

Whereas, AEP has reviewed the application and determined that the County has earned a Self Direct Energy Efficiency Credit in the amount of \$2,568.60 for the lighting replacement project at Scioto Reserve.

Therefore, be it resolved that the Board of County Commissioners hereby accepts the AEP Self Direct Program credit in the amount of \$2,568.60.

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

RESOLUTION NO. 12-121

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A 2012 COMMUNITY DEVELOPMENT GRANT FOR A SPECIAL VENUE GRANT TO IMPLEMENT A YEAR ROUND RECYCLING PROGRAM AT THE DELAWARE COUNTY FAIR GROUNDS:

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

Source: Ohio Department of Natural Resources (ODNR)/ Division of Recycling and Litter Prevention (DRLP)

Grant Amount: \$ 20,000.00
Local Match: 10,000.00
Total Grant Amount: \$ 30,000.00

Local Match provided by The DKMM Solid Waste District

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The Delaware County General Fund will advance the funds

As the grant applicant (County) will be responsible to “cover” any monies expended between the initial distribution from DRLP (50% = \$10,000.00) and the final close-out of the grant (50% = \$10,000.00). Example: the baler purchase, site prep/installation cost is \$20,000.00. The upfront grant dollars will cover \$10,000.00 – the remaining expense will be covered by the county and up on submittal of the close-out paperwork that “covered expense” up to \$10,000 will then be in-effect “reimbursed” by DRLP. The other expenses identified in the grant (match \$10,000.00) will be covered by DKMM and will be paid immediately upon submittal of documentation re: DKMM funds are available from day one of the executed grant.

The Delaware County Fairgrounds seeks a Special Venue Grant funding to implement year round recycling program for its events and offices. The Delaware County Fair is home to "The Little Brown Jug" harness race. This event alone draws between 40,000 and 50,000 thousand visitors to the 170 acre site. An estimated 56 tons of waste is generated during the week long fair by fair guests, animals, vendors, campers and the fair offices, and animals. In addition the fair, the fairgrounds is host to numerous auctions, sales, flea markets, Horse shows and horse sales, meetings, and the Christmas Clearinghouse for People In Need, and many more events throughout the year. The Delaware County Fairgrounds barns house horses year round. All of these events and activities add many more tons of waste from thousands more visitors each year.

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

RESOLUTION NO. 12-122

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Emergency Medical Services recommends accepting the resignation of Michael Lupia as a part-time paramedic with the EMS Department; effective date December 3, 2011;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Michael Lupia as a part-time paramedic with the EMS Department; effective date December 3, 2011.

The Director of Emergency Medical Services recommends accepting the resignation of Chris Mize as a part-time paramedic with the EMS Department; effective date September 18, 2011;

Therefore Be It Resolved, that the Board of Commissioners accepting the resignation of Chris Mize as a part-time paramedic with the EMS Department; effective date September 18, 2011.

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

RESOLUTION NO. 12-123

IN THE MATTER OF APPROVING ELIGIBILITY CRITERIA FOR A TWO PERCENT (2%) COST OF LIVING PAY INCREASE FOR ALL EMPLOYEES UNDER THE DIRECTION OF THE BOARD OF COMMISSIONERS:

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

WHEREAS, on December 22, 2011, the Delaware County Board of Commissioners (the “Board”) adopted the annual county appropriation measure, which included sufficient appropriations for a two percent (2%) cost of living pay increase for all county employees that meet the Board’s eligibility criteria; and

WHEREAS, the Board recognizes that, due to decreased revenue to the county general fund and a general recession within the U.S. economy, the majority of county employees have not received any cost of living pay increases since 2008, despite a rise in the cost of living; and

WHEREAS, the Board desires to institute the two percent (2%) cost of living pay increase appropriated in the annual appropriation measure; and

WHEREAS, in order to equitably and expediently approve the cost of living pay increases, the Board desires a policy clearly expressing the eligibility criteria;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board hereby approves a two percent (2%) cost of living pay increase, retroactive to January 7, 2012, for all employees under the direction of the Board that meet the following eligibility criteria:

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- (a) The employee shall have been continuously employed with Delaware County from July 1, 2011 through the date this Resolution takes effect.
- (b) The employee shall not have received any pay increase on or after January 8, 2011, unless the pay increase was the result of (i) a promotion or other transfer to a new position with an approved higher pay range; or (ii) the end of a probationary period, provided the end of probationary period pay increase is required by resolution of the Board.
- (c) The employee shall not be a member of a collective bargaining unit, unless the current collective bargaining agreement for the employee's unit provides for wages to be subject to the County's Compensation Management System.

Section 2. The pay increase approved herein shall be awarded to all eligible employees, pursuant to Section 1, regardless of whether the pay increase exceeds the Board's established wage scales or ranges as applied to the individual employee. In the event an employee's salary exceeds the Board's established wage scales or ranges as a result of the pay increase approved herein, each pay increase shall be considered an individual exception to the established wage scales or ranges, which shall in all other respects remain in full force and effect. The Board hereby directs the County Administrator to provide to the Board a recommendation on restructuring the established wage scales or ranges.

Section 3. The County Administrator shall consult with the Assistant County Administrator, the Director of Administrative Services, and the individual department directors and supervisors to determine the employees that meet the eligibility criteria.

Section 4. The County Administrator is hereby authorized to execute employment action forms for the pay increases approved herein for all employees that meet the eligibility criteria.

Section 5. The Board hereby encourages all county appointing authorities to institute substantially similar eligibility criteria for the employees under their respective direction and control, and the Board directs the Clerk of the Board to distribute copies of this Resolution to all county offices.

Section 6. This Resolution shall take effect immediately upon adoption.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-No Additional Information At This Time

Commissioner Thompson
-Last Friday's United Way Kick-Off Raised Over 500 Dollars

Commissioner Stapleton
-Concerns On Weekend Articles In The Gazette And Would Like Review Of Policy On Accepting Items

RESOLUTION NO. 12-124

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:25AM.

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

RESOLUTION NO. 12-125

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:03AM.

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

RECESS /RECONVENE AT 2:00PM

RESOLUTION NO. 12-126

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISMISSAL, DISCIPLINE, AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC

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OFFICIAL:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 2:00PM.

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

RESOLUTION NO. 12-127

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 2:17PM.

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

RESOLUTION NO. 12-128

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Administrative Services recommends the termination of Amy Compton with the Human Resources Department; effective at close of business (5:00p.m.) on January 31, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve the termination of Amy Compton with the Human Resources Department; effective at close of business (5:00p.m.) on January 31, 2012.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners