

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 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. 12-138

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 2, 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 February 2, 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

RESOLUTION NO. 12-139

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0203:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0203 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Byers Chevrolet	Cylinder Replacement	10011303-5328	\$ 5,900.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line</u>
R1202611	XYLEM WATER SOLUTIONS USA INC	SPARE PUMP FOR LEATHERLIPS	66611903 - 5450	\$53,490.00	0001
R1202611	XYLEM WATER SOLUTIONS USA INC	SPARE PUMP FOR MAXTOWN	66611904 - 5450	\$16,437.00	0002
R1202613	OHIO CAT	ENGINE REPAIRS ON SEMI'S	66211904 - 5328	\$10,000.00	0001

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

RESOLUTION NO. 12-140

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Chris Bean and Greg Miller attend the 2009 International Energy Conservation Code Seminar in Reynoldsburg, Ohio on February 8, 2012 and February 22, 2012 at a total cost of \$80.00 from org key 10011301.

The Commissioners' Office is requesting that Tim Hansley attend an OCMA Conference in Columbus, Ohio February 22-23, 2012, at the cost of \$250.00 (Fund Number 10011102).

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012**

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

RESOLUTION NO. 12-141

IN THE MATTER OF DONATING PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE TO THE VILLAGE OF OSTRANDER, DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County currently owns certain personal property, specifically a 2005 Ford Crown Vic Police Interceptor, VIN number 2FAFP71W85X163902 with attached light bar and cage (the "Property"), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the "Board") may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property's value; and

WHEREAS, the Village of Ostrander has expressed a need for and can utilize the Property;

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

Section 1. The Board hereby approves the donation of the Property to the Village of Ostrander, Delaware County, Ohio.

Section 2. Pursuant to section 307.12(D) of the Revised Code, the Board makes no determination of the value of the Property, and the Property shall be donated upon the condition that the Property is accepted "as is."

Section 3. The President of the Board is hereby authorized to execute any documents necessary to complete the donation of the Property approved herein.

Section 4. The Clerk of the Board shall provide a certified copy of this Resolution to the Clerk-Treasurer for the Village of Ostrander, Delaware County, Ohio.

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

RESOLUTION NO. 12-142

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE:

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

Transfer of Appropriation

From	To		
29031318-5345	29031318-5450		
Concealed Handgun/Safety	Concealed Handgun/Equipment	\$	6,095.00

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

RESOLUTION NO. 12-143

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR THE COURTYARDS ON TUSSIC, PHASE 1 AND 2:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following sanitary sewer construction plans for The Courtyards on Tussic, Phase 1 and 2 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for The Courtyards on Tussic, Phase 1 and 2 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approve sanitary sewer plans for The Courtyards on Tussic, Phase 1 and 2 for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 12-144

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES FOR 300 N. PARKWAY DRIVE:

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012

It was moved by Mr. Thompson, seconded by Mr. Stapleton to certify the Sanitary Sewer Capacity Charges as follows:

Whereas, 300 N. Parkway Drive has requested to make tap connections to the Delaware County sewer system; and

Whereas, 300 N. Parkway Drive has requested to pro-rate charges over a 10 year period, and

Whereas, the Sanitary Engineer recommends approval of the connection and the 10 year pro-rated charge;

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

300 N. Parkway Drive

In the amount of \$5,900.00 with \$2,214.97 finance charge (pro-rated over a 10 year period) making total of \$8,114.97 for placement on tax duplicate. Bi-annual payment being \$405.92.

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

RESOLUTION NO. 12-145

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ELITE EXCAVATING CO. OF OHIO, INC. FOR THE ORANGE ROAD PUMP STATION ABANDONMENT PROJECT:

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that the Delaware County Board of Commissioners approve the following Agreement with Elite Excavating Co. of Ohio, Inc. for the Orange Road Pump Station Abandonment Project.

ORANGE ROAD PUMP STATION ABANDONMENT AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND "CONTRACTOR"

This AGREEMENT is by and between Delaware County Board of Commissioners, Delaware, Ohio
(Owner) and Elite Excavating Co. of Ohio, Inc.
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
Installation of approximately 278' of 12" gravity sanitary sewer, demolition of the existing pump station and lining 52' of existing 10" ABS Truss pipe.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
Installation of approximately 278' of 12" gravity sanitary sewer, demolition of the existing pump station and lining 52' of existing 10" ABS Truss pipe.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed and specified by Delaware County Division of Environmental Services, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012**

4.02 Days to Achieve Substantial Completion-Final Payment - 120
Days to Achieve Final Payment - 180

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions, or as amended by the Supplementary Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of recommendations of the Engineer during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed):

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one percent (1.0%) per annum.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012**

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. The following documents, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award (page CF-59, inclusive).
 - b. Notice to Proceed (page CF-60, inclusive).
 - c. Work Change Directive(s).
 - d. Change Order(s).
 - e. Field Order(s).
 - f. Certificate of Substantial Completion
 - g. Contractor’s Application for Payment
2. Addenda (numbers _ to _, inclusive).
3. This Agreement (pages CF-1 to CF-7, inclusive).
4. Supplementary Conditions (pages CF-52 to CF-58, inclusive).
5. General Conditions (pages CF-10 to CF-51, inclusive).
6. Construction Drawings.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012**

7. Specifications, including O&M Manual.
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-4 to BF-5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 9. Legal and Fiscal Officers (page CF-8, inclusive)
 10. Certificate of Insurance (pages CF-9, inclusive).
 11. Form of Bid Guaranty and Contract bond (pages BF-10 to BF-11, inclusive).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.
- D. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.
- E. There are no Contract Documents other than those listed above in this Article 9.
- F. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Findings for Recovery

- A. Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

10.06 Campaign Finance – Compliance with O.R.C. § 3517.13

- A. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual,

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012

partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

10.07 Homeland Security

A. Contractor 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, Contractor agrees to make such certification by completing the declaration of material assistance/non-assistance described in R.C. § 2909.33(A) and understands that this Contract 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.

10.08 Not Used

10.09 Contractor agrees to the following:

A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor's or subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

B. That Contractor, any subcontractor, or any person on Contractor's or subcontractor's behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.

C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on February 6, 2012 (which is the Effective Date of the Agreement).

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Elite Excavating Co. of Ohio, Inc. in the amount of \$170,006.00 from org key 66611903.

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

RESOLUTION NO. 12-146

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE FOR BUILDING OFFICIAL AND BUILDING INSPECTION SERVICES:

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

AGREEMENT

THIS AGREEMENT made and entered into this 6th day of February, 2012, by and between Delaware County, Ohio, through the Board of County Commissioners, hereinafter called "COUNTY" and The City of Delaware, through City Council, hereinafter called "CITY".

WITNESSETH:

Whereas, the CITY and COUNTY are required to have a backup building official on staff or under contract as a part of the Ohio Board of Building Standards Certification process; and

WHEREAS, the CITY and COUNTY are occasionally in the need of back up inspection assistance; and

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012**

WHEREAS, the CITY and COUNTY have qualified staff and are willing to provide such services as may be needed; and

WHEREAS, the CITY and COUNTY use the same building, electrical and mechanical codes; and

WHEREAS, the CITY and COUNTY wish to establish an AGREEMENT with each other to provide the above requirements.

NOW, THEREFORE, CITY and COUNTY, in consideration of their mutual covenants, herein agree as follows:
SECTION 1 – SCOPE OF SERVICES

A. The CITY and COUNTY may provide backup building official and inspection services on an as needed basis to each other. Respectfully, the CITY and the COUNTY reserve the right to determine the ability to provide the services as requested.

B. Both the CITY and COUNTY agree that any staff provided as part of the backup service will be certified by the State of Ohio as a building official, building inspector and electrical safety inspector.

C. The CITY and COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employees.

D. The CITY and COUNTY shall maintain, at their own expense, the codes and standards necessary for the execution of the building official and inspection services.

E. Transportation shall be furnished by the jurisdiction providing the backup services. The CITY and the COUNTY shall assure that each employee working under this agreement possesses a valid license, professional liability insurance and automobile liability insurance.

F. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup services.

G. Inspection documentation and disposition of inspection shall be made on forms provided by the jurisdiction requesting the backup services. The necessary procedure for the inspection documentation shall be established by the jurisdiction requesting the backup services. The CITY and COUNTY agree to provide written procedure(s) for their method of inspection documentation.

H. Prior to performing inspections the CITY and COUNTY shall assess any difference in code interpretations within the applicable code(s) and determine which interpretation will be applied during the inspection(s) performed. In the event the inspector performing the inspection determines the need for an interpretation, he/she shall contact the responsible jurisdiction's building official and/or authorized official. The interpretation of the responsible jurisdiction's building official and/or authorized official shall be followed. The CITY and COUNTY agree to establish common inspection checklists to aid in the consistency of inspections.

I. The jurisdiction needing the assistance shall notify the other jurisdiction as soon as possible, but no later than 3:30 p.m. the day previous to the inspection(s). A list detailing the inspection type, address, time (if applicable) and any other pertinent information shall be provided. The jurisdiction requesting the service(s) shall notify the affected customer(s) of the altered inspection coverage prior to the performed inspection.

J. The jurisdiction providing the service shall make every attempt to provide the service the next business day. Services shall be completed no later than the second business day. Inspection results and any corresponding documentation shall be provided to the authority having jurisdiction by 9 a.m. on the day following the inspection. If the inspection is not completed the next business day, the responsible jurisdiction shall be notified on the requested date of inspection. This will allow notification to the customer of the same.

Each party shall determine if their staffing levels are adequate to provide the requested service. Each party understands and agrees that their own inspections will be made priority.

K. All permits, registrations, fees, etc. will be issued and/or collected by the jurisdiction having legal authority.

L. Coordination of the service(s) shall be administered by the jurisdiction providing the back up inspections and included as part of the overall cost of the service.

M. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the authority having jurisdiction. The authority having jurisdiction shall provide for the appeal mechanism for all disputes and complaints.

SECTION 2 – BASIS OF PAYMENT

A. Each party shall be compensated by payment for services based upon the

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012**

hourly costs fee schedule below. All costs associated with the services provided shall be inclusive to the various hourly rates provided below.

TITLE	Yearly Rates		
	2012	2013	2014
Building Official	\$81/Hr.	\$81	\$81
Building Inspector	\$54/Hr.	\$54	\$54
Electrical Safety Inspector	\$65/Hr.	\$65	\$65
Mechanical Inspector	\$54/Hr.	\$54	\$54
Mileage	\$0.55/mile	\$0.55/mile	\$0.55/mile

B. Each party shall provide a report quarterly for services rendered throughout the three month period. The report shall consist of a fully itemized account of the services performed. Reports shall indicate the dates of service, permit and/or project name, and the time spent on each.

C. Services shall be exchanged one for one (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s) for the actual hours worked. The party providing the greater amount of hours shall invoice the other party for the difference in hours on a quarterly basis. Invoices shall be paid within forty-five (45) days of the date of the invoice.

Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

SECTION 3-GENERAL CONSIDERATIONS

A. This AGREEMENT shall be governed by the laws of the State of Ohio.

B. Neither the CITY, nor the COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.

C. This AGREEMENT shall commence February 9, 2012, and will run for a period of three years from said date. The AGREEMENT may be renewed for a three year period upon the mutual agreement of both parties.

D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.

E. Each party shall defend, at its own expense, its own employee(s) in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgments obtained against its own building official(s), officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the services under this AGREEMENT.

It is expressly agreed that the services provided under this AGREEMENT are of such a nature that the building official is afforded considerable discretion in the application and enforcement of the Codes and/or resolutions prescribed.

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

RESOLUTION NO. 12-147

IN THE MATTER OF APPROVING RE-APPOINTMENT TO THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Transit Board (the "Transit Board") and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, Thomas Jones and Roger VanSickle, whose terms expired on October 24, 2011, have both applied for re-appointment;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following members to the Transit Board for the unexpired terms specified herein:

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012**

Position	Appointee	Term Commences	Term Ends
DATA 6	Thomas Jones	October 25, 2011	October 24, 2014
DATA 7	Roger VanSickle	October 25, 2011	October 24, 2014

Section 2. The appointments approved herein shall take effect immediately upon adoption.

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

RESOLUTION NO. 12-148

IN THE MATTER OF APPOINTING THOMAS JONES AS CHAIRPERSON OF THE TRANSIT BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Transit Board (the "Transit Board") and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, pursuant to section 306.02, the Board of Commissioners shall designate a chairperson of the Transit Board for the member's term of office or for the term of three years, whichever is shorter; and

WHEREAS, the office of chairperson of the Transit Board is currently vacant;

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

Section 1. The Board of Commissioners hereby appoints Thomas Jones as chairperson of the Transit Board, effective immediately and continuing through October 24, 2014.

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

RESOLUTION NO. 12-149

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends hiring Michelle Trimmer as an Income Maintenance Worker III with the JFS Department; effective February 6, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Michelle Trimmer as an Income Maintenance Worker III with the JFS Department; effective February 6, 2012.

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

RESOLUTION NO. 12-150

IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2012:

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to appropriate such funds as it deems sufficient for the inspection of apiaries in the county and to appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"); and

WHEREAS, the Board has appropriated \$7,500 for apiary inspections in 2012;

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

Section 1. The Board hereby appoints Dan Curtis as deputy apiarist for Delaware County for the 2012 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012**

**CONTRACT FOR APIARY INSPECTION SERVICES
DEPUTY APIARIST**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 6th day of February, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“Board”), and Dan Curtis, 8399 Hickory Road, Galena, Ohio 43021 (“Contractor”).

Section 2 – Purpose of Agreement

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of apiaries in the county. The Board may appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture (“Director”), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

Section 3 – Compensation

The Board shall appropriate an amount not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) for the inspection of apiaries in the county. This amount shall be payable to the Contractor, subject to the Director’s approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

Section 4 – Term

This Agreement shall take effect as of the date first written above, subject to the Director’s consent and concurrence, and shall continue through the 2012 apiary season, which terminates on approximately October 31, 2012.

Section 5 – Insurance

- 5.1 Liability Coverage: Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.
- 5.2 N/A
- 5.3 Additional Insureds: Delaware 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 Subsection 5.1.
- 5.4 Proof of Insurance: Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insureds in accordance with Subsection 5.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to termination of this Agreement.

Section 6 – Indemnification

The Contractor shall indemnify and hold free and harmless Delaware County, the Board, 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 extent caused by any negligent acts, errors or omissions of the Contractor, 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 7 – Termination

The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor’s appointment.

Section 8 – Miscellaneous Terms & Conditions

- 8.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Board and the Contractor, 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.
- 8.2 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.
- 8.3 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

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012**

made to the contrary.

- 8.4 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.
- 8.5 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 to be effective and to be complied with.
- 8.6 Independent Contractor: The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor's status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations.

Further Be It Resolved, that the Board of County Commissioners approve the following purchase order:
R1202243 DAN CURTIS APIARY SERVICES 10011102 - 5301 \$7,500.00 0001

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

Commissioners' Committees Reports

Commissioner O'Brien

-This Morning Attend Meeting With Senator Jordan, Representative Brenner And President Harrison And Columbus State Representatives

Commissioner Thompson

-Continuing To Work On Bottle Recycling Project

Commissioner Stapleton

-No Reports

RESOLUTION NO. 12-151

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COLLECTIVE BARGAINING AND TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 9:50AM.

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

RESOLUTION NO. 12-152

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 10:10AM.

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

RECESS/RECONVENE AT 12:30PM

MEETING CHILD SUPPORT ENFORCEMENT AGENCY EMPLOYEE

RESOLUTION NO. 12-153

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISCIPLINE OF A PUBIC EMPLOYEE:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 12:30PM.

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

RESOLUTION NO. 12-154

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2012

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 2:08PM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners