

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 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. 12-402**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 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 April 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**

**RESOLUTION NO. 12-403**

**IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS PROCLAIMING APRIL 30, 2012 AS CASA DAY IN DELAWARE COUNTY:**

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

Whereas, April 30th, 2012 is proclaimed as CASA® Day by the State of Ohio, Ohio Senate;

Whereas, more than 955 CASA programs exist throughout the United States;

Whereas, those programs enlisted in excess of 75,000 volunteers giving of their time and dedication to children that are abused, dependent and neglected;

Whereas, the Delaware County CASA Program has provided service to referred children since 1984;

Whereas, the program has supplied in excess of 3,079 hours of volunteer assistance during the past year;

Whereas, the Board of Commissioners of Delaware County Ohio, recognizes the need for volunteer Court Appointed Special Advocate services, the work currently being afforded to meet those services, the fact that CASA volunteers can make a positive difference in a child's life by volunteering 7-10 hours of time each month;

Now Therefore Be It Resolved : by the Board of County Commissioners of Delaware County:

- 1.) That April 30, 2012 be proclaimed as CASA Day in Delaware County.
- 2.) That those who volunteer throughout Delaware County are recognized for their contributions.
- 3.) That we join in the call for others to become volunteers in order to provide a voice for abused, dependent and neglected children in Delaware County.

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

**RESOLUTION NO. 12-404**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0427, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0427:**

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It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0427, memo transfers in batch numbers MTAPR0427 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1203742	ACE TRUCK BODY INC	UTILITY BED WITH AUTO CRANE-NEEDED FOR NEW	66611903 - 5450	\$10,986.80	0001
R1203742	ACE TRUCK BODY INC	UTILITY BED WITH AUTO CRANE - NEEDED FOR NEW	66611904 - 5450	\$12,235.30	0002
R1203742	ACE TRUCK BODY INC	UTILITY BED WITH AUTO CRANE - NEEDED FOR NEW	66611906 - 5450	\$499.40	0003
R1203742	ACE TRUCK BODY INC	UTILITY BED WITH AUTO CRANE - FOR THE NEW	66611907 - 5450	\$1,248.50	0004
R1203793	GUDENKAUF CORP	POWER METER MONITORING - OECC	66211903 - 5328	\$3,120.00	0001
R1203793	GUDENKAUF CORP	POWER METER MONITORING-ALUM CREEK	66211904 - 5328	\$2,655.00	0002
R1203829	XYLEM WATER SOLUTIONS USA INC	SYSTEM AT OECC	66611903 - 5410	\$31,563.31	0001
R1203830	BONDED CHEMICALS	SODIUM HYPOCHLORITE	66211907 - 5290	\$3,000.00	0001
R1203830	BONDED CHEMICALS	TARTAN FIELDS	66211906 - 5290	\$3,000.00	0002

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

**RESOLUTION NO. 12-405**

**SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE WINGATE FARMS PHASES I & II DRAINAGE PETITION FILED BY THE BOARD OF TRUSTEES OF WINGATE FARMS HOA (JEFFREY LAURIA) AND OTHERS:**

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

WHEREAS, on March 28, 2012, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by The Board Of Trustees of Wingate Farms HOA (Jeffrey Lauria) and Others, to:

1. To replace, repair or alter the existing improvements as required and to maintain these improvements per attached Exhibit C and associated engineering design plan.
2. In Delaware County, Liberty Township, in the Wingate Farms Phases I & II Subdivision site and generally following the existing course and terrain of the improvement shown on document labeled Exhibit C.

(Exhibit C available for review in the Delaware County Commissioners' Office and Engineer's Office until no longer of administrative value).

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday the 18th day of June 2012, at 1:30PM** at the corner of Wingate Dr. and Wingate Pl be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Monday the 13th day of August, 2012, at 10:30AM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

**RESOLUTION NO. 12-406**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:**

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

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**Transfer of Funds**

<b>From</b>	To	
10011102-5801	21011113-4601	
Commissioners General/Transfers	Economic Development/Interfund Transfer	15,000.00

**Supplemental Appropriation**

21011113-5301	Economic Development/Professional Services	12,000.00
21011113-5201	Economic Development/Material & Supplies	3,000.00

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

**Commissioner Stapleton; Presentation On Event At Ohashi Technica USA Cherry Tree Planting Recognizing 25 Years In Sunbury, From Friday, April 27, 10am, 111 Burrer Drive, Sunbury (Ohashi Technica USA)**

**RESOLUTION NO. 12-407**

**IN THE MATTER OF ADOPTING A RESOLUTION OF SUPPORT FOR ADDITIONAL JUDGESHIPS FOR THE DELAWARE COUNTY COMMON PLEAS COURT:**

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

WHEREAS, the Delaware County Common Pleas Court currently consists of two judges for the General Division and one Probate/Juvenile Court judge; and

WHEREAS, Delaware County is currently the 22nd fastest growing county in America, experiencing a 58.39% increase in population from 2000 to 2010, with the Delaware County Regional Planning Commission projecting continued population growth over the next two decades; and

WHEREAS, as the population of Delaware County has increased, the Common Pleas Court has experienced corresponding increases in the number of cases filed in the General and Juvenile divisions; and

WHEREAS, because of the increases in population and the number of cases filed, the ratios of population per judge and cases per judge for the judges of the Common Pleas Court are among the highest in the State of Ohio; and

WHEREAS, the Common Pleas Court has prepared a Proposal for Additional Judgeships detailing the relevant data and requesting the establishment of an additional judgeship for the General Division and an additional judgeship for the Juvenile Division;

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

Section 1. The Board hereby endorses the Proposal for Additional Judgeships prepared by the Delaware County Common Pleas Court and supports its request for additional judgeships for Delaware County.

Section 2. The Board hereby urges the Supreme Court of Ohio, the General Assembly, and the Governor to take the necessary actions to establish the additional judgeships requested for Delaware County.

Section 3. The Board hereby directs the Clerk to the Board to certify a copy of this Resolution to the Court of Common Pleas.

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

**DISCUSSION ON COURT HOUSE SPACE  
Judge Krueger, Court of Common Pleas  
Judge Spicer, Court of Common Pleas, Probate/Juvenile Division**

**Clerk of Courts Jan Antonoplos  
Prosecutor Carol O'Brien  
Magistrate David Hejmanowski**

**Letter Of Support From Ali Solove, Delaware County Resident, On Her Experience With The Court**

**RESOLUTION NO. 12-408**

**IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR NORTH ORANGE SECTION 3, PHASE 2, PART B:**

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

Whereas, as The Engineer recommends approving the Owner's Agreement For North Orange Section 2, Phase B, Part 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For North Orange Section 3, Phase 2, Part B.

**Owner's agreement for North Orange Section 3, Phase 2, Part B**

**PROJECT AGREEMENT  
PROJECT NUMBER: 12004**

**THIS AGREEMENT**, executed on this 30th day of April 2012 between **BOB WEBB PARK PLACE LLC**, hereinafter called **'OWNER'** and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTH ORANGE SECTION 3, PHASE 2, PART B**, further identified as Project Number 12004 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

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The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

**EXHIBIT “A”**

CONSTRUCTION COST ESTIMATE	\$530,200
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 53,020
INSPECTION FEE DEPOSIT	\$ 42,500

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

**RESOLUTION NO. 12-409**

**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
U12-025	Columbia Gas of Ohio	McClellon Drive	Install gas main
U12-026	TW Telecom	E. Orange Road	Bore fiber optic
U12-027	American Electric Power	Africa Road	Place aerial primary
U12-028	Columbia Gas of Ohio	Harriott Road	Relocate gas line

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

**RESOLUTION NO. 12-410**

**IN THE MATTER OF APPOINTING CHRIS BAUSERMAN, DELAWARE COUNTY ENGINEER, TO THE OHIO PUBLIC WORKS COMMISSION’S DISTRICT 17 INTEGRATING COMMITTEE AND APPOINTING TIFFANY JENKINS, DIRECTOR OF ENVIRONMENTAL SERVICES, AS ALTERNATE:**

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

WHEREAS, pursuant to section 164.04(A)(6) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) shall appoint one member to the Ohio Public Works Commission District 17 Integrating Committee; and

WHEREAS, pursuant to section 164.04(B) of the Revised Code, the Board may appoint an alternate to its appointee to the District 17 Integrating Committee; and

WHEREAS, Chris Bauserman, Delaware County Engineer, is the Board’s current appointee, and his term expires on April 30, 2012;

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

Section 1. The Board hereby appoints Chris Bauserman, Delaware County Engineer, to the Ohio Public Works

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Commission District 17 Integrating Committee.

Section 2. The Board hereby appoints Tiffany Jenkins, Director of Environmental Services, as alternate for Chris Bauserman to the Ohio Public Works Commission District 17 Integrating Committee.

Section 3. The appointments approved herein shall be effective on May 1, 2012 for a term of three years, expiring on April 30, 2015.

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

**RESOLUTION NO. 12-411**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF PORTABLE CHANGEABLE MESSAGE SIGNS FOR THE COUNTY ENGINEER’S OFFICE:**

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary; and,

WHEREAS, the County Engineer’s Office has a need for two (2) Class A portable changeable message signs for use in notifying the traveling public of closures, delays, detours and other traffic pattern changes on construction projects; and,

WHEREAS, the Board participates in the Ohio Department of Transportation (ODOT) cooperative purchasing program; and

WHEREAS, the portable changeable message signs are available for purchase via the ODOT cooperative purchasing program;

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

Section 1. The Board hereby authorizes the purchase of two (2) Solar Tech Class A, portable changeable message signs from Paul Peterson Company at the price of \$15,020.00 per unit for use by the County Engineer; and,

Section 2. The purchase authorized in Section 1 hereof shall be subject to ODOT ITB # 048-12 of the ODOT cooperative purchasing program, which is fully incorporated herein and of which the purchase order shall be made a part.

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

**RESOLUTION 12-412**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF MACHINERY AND EQUIPMENT FOR THE COUNTY ENGINEER’S OFFICE FROM HENDERSON TRUCK EQUIPMENT:**

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary; and

WHEREAS, the County Engineer’s Office has a need for various dump truck components and parts (the “Equipment”); and

WHEREAS, the Equipment is available for purchase through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, pursuant to section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in Program contracts if the Board can purchase those supplies or services from the other party upon equivalent terms, conditions, and specifications but at a lower price than it can through the Program contracts; and

WHEREAS, the Equipment is available from another party, Henderson Truck Equipment, upon equivalent terms, conditions, and specifications but at a lower price than through the Program contract;

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

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Section 1. The Board hereby authorizes the purchase of the Equipment from Henderson Truck Equipment, upon the terms, conditions, and specifications of State of Ohio STS 515, Schedule 800116.

Section 2. The Board hereby approves the following Agreement with Henderson Truck Equipment:

**PURCHASE AGREEMENT WITH HENDERSON TRUCK EQUIPMENT**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 30th day of April, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Henderson Truck Equipment, 2177 State Route 19, Bucyrus, Ohio 44820 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement.

**Section 3 – Equipment Purchased**

Contractor agrees to sell to the County, and the County agrees to purchase from the Contractor, the equipment listed in the attached Exhibit A, which is by this reference fully incorporated herein. The purchase shall be subject to the terms, conditions, and specifications of State of Ohio STS 515, Schedule 800116, which shall be deemed a part of this Agreement with the Contractor and the County assuming the respective roles of the parties thereto.

**Section 4 – Compensation**

The County shall pay to the Contractor the total sum of Fifty-Four Thousand Eight Hundred Eighty Dollars (\$54,880). Compensation shall be paid based on an invoice submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 5 – Liability and Warranties**

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the 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 6 – Miscellaneous Terms & Conditions**

6.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

6.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County 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.

6.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

6.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

6.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not

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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.

6.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

6.7 Homeland Security: 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 Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

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

**RESOLUTION NO. 12-413**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:**

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

**Transfer of Appropriations**

<b>From</b>	<b>To</b>	
23612302-5001	23612305-5001	\$1,579.50
VOCA/Compensation	SVAA/Compensation	

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

**RESOLUTION NO. 12-414**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR SHEFFIELD PARK SECTION 3B, PART 2:**

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

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

THIS AGREEMENT executed on this 30th day of April 2012, by and between M/I HOMES OF CENTRAL OHIO, L.L.C., herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the SHEFFIELD PARK SECTION 3B PART 2 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$79,650.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 27 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Sheffield Park Section 3B PARTS 1, 2 & 3, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

**OPTIONS:**

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$78,035.87) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that



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time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

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

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

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER **\$2,731.26** which is equal to three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$6,675.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$1,200.00 or less, as a result of charges against the same at the rate of:

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

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$1,200.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

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

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER

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and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.

- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

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

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

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

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

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

**RESOLUTION NO. 12-415**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BANK AND TRUST CO. FOR LOCKBOX SERVICES FOR THE REGIONAL SEWER DISTRICT:**

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

Whereas, the Director of Environmental Services recommends the agreement with The Delaware County Bank And Trust Co. for Lockbox Services for The Regional Sewer District;

Therefore be it resolved, that the Board of Commissioners approve the agreement with The Delaware County Bank And Trust Co. for Lockbox Services for The Regional Sewer District.

**LOCK BOX SERVICES CONTRACT**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 30th day of April, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and The Delaware County Bank and Trust Company, 110 Riverbend Avenue, Lewis Center, Ohio 43035 (“Contractor”).

**Section 2 – Contract Administrator**

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

**Section 3 – Scope of Services (Work)**

Contractor agrees to furnish, unto the County, lock box services in accordance with the Scope of Services attached hereto and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the following schedule:

Estimated Estimated

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	<u>Unit Price</u>	<u>Quantity</u>	<u>Cost</u>
Lock Box Fee (monthly)	\$100.00	12	\$1,200.00
Checks Processed with scanned image	\$0.259	50,000	\$12,950.00
Unprocessable Checks	\$0.150	30,000	\$4,500.00
		ESTIMATED TOTAL	\$18,650.00

**Section 5 – Payment**

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

**Section 6 – Term**

This Agreement shall be in effect from May 1, 2012 to April 30, 2013.

**Section 7 – Insurance**

Not used in this contract.

**Section 8 – Liability and Warranties**

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the 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 9 – Suspension or Termination of Agreement**

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

**Section 10 – Change in Scope of Work**

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

**Section 11 – Miscellaneous Terms & Conditions**

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County 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.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or

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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.

- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Homeland Security: 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/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 11.8 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 11.9 Campaign Finance – Compliance with R.C. 3517.13: 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, 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.

#### **SCOPE OF SERVICES**

##### **Lock Box Services for Delaware County Regional Sewer District**

The CONTRACTOR shall provide for the collection of the County’s Quarterly Sanitary Sewer user fees, processing of bills and checks, and the transfer of monies and account information to the COUNTY. The County’s billing cycle is quarterly with bills sent out the first of February, May, August and November with the billing due the 10<sup>th</sup> day of the following month.

#### **LOCK BOX ACCOUNT**

The Contractor shall provide a Lock Box account for all monies received. The Lock Box account shall be in the name of the Delaware County Treasurer. The Contractor shall deposit the monies received into the Lock Box account. At the request of the Delaware County Treasurer, funds in the Lock Box account shall be transferred from the Lock Box account to another account designated by the Treasurer. Fund transfers are expected to take place on a daily basis. The amount transferred shall correspond with the bill processing information provided to the County on the same or next business day that it is received. The cost to provide this service shall be included in the lock box fee.

#### **MAILING SERVICES**

The Contractor shall provide a single location where bills and checks will be returned for processing. The

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location can either be an address or post office box and will be further referenced as "Return Address". The cost to provide this service shall be included in the unit price for processing of checks.

**BILL PROCESSING**

The Contractor shall pick up and process all payments sent to the return address at least once a day with the exception of weekends and holidays which shall be picked up and processed on the first following workday. Bill processing shall consist of the Contractor recording the amount of payment received for each account. The Contractor shall be responsible for balancing the amount of payment applied to each account with the amount of money received. The Contractor shall provide the County with the following:

- 1) File to be transferred daily via secure FTP or other secure electronic transfer
- 2) File to be in an ASCII delimited format (tab or comma)
- 3) File must contain the following information for each payment received:
  - Date of Payment
  - Payment Amount
  - County Account Number
  - Check Number
  - Check Status (Clear of NSF)

The Contractor shall also provide to the County a scanned copy of all checks processed for each day that bills are processed. The cost to provide these services shall be included in the unit price for processing of checks.

**UNPROCESSABLE PAYMENTS**

For all payments received without the detachable bill return payment form, the Contractor shall record the amount of payment, name on the payment, and payment address. This information shall be included in the daily work and be considered unprocessable payments. The cost to provide this service shall be included in the unit price for unprocessable payments.

**PAYMENT METHOD**

The Contractor shall bill the County once a month for services provided the prior month.

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

**RESOLUTION NO. 12-416**

**IN THE MATTER OF EXECUTING A CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE HICKORY KNOLL SCHOOL SEWAGE TREATMENT SYSTEM PROJECT:**

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

Whereas, the Board of County Commissioners previously executed an agreement with Tom Dew Excavating, Inc. to complete the improvements known as the Hickory Knoll School Sewage Treatment System; and

Whereas, Section 14.04 of the General Conditions of the Contract Documents permits the contractor to request for substantial completion when the entire work is considered ready for its intended use; and

Whereas, Tom Dew Excavating, Inc. notified the County on April 23rd, 2012 that the work is substantially complete and has submitted a definitive Certificate of Substantial Completion; and

Whereas, the County agrees with Tom Dew Excavating, Inc. that the project is substantially complete; and

Whereas, the Sanitary Engineer and her staff recommend executing the Certificate of Substantial Completion for the Hickory Knoll School Sewage Treatment System, as detailed in Section 14.04 of the General Conditions of the Contract Documents.

THEREFORE be it resolved that the Board of County Commissioners execute a Certificate of Substantial Completion to Tom Dew Excavating, Inc. for the Hickory Knoll School Sewage Treatment System.

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

**RESOLUTION NO. 12-417**

**IN THE MATTER OF APPROVING THE THIRD ONE YEAR RENEWAL OPTION OF THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND CENTRAL OHIO CONTRACTORS, INC.:**

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

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Whereas, Central Ohio Contractors, Inc. entered into a service agreement with the Delaware County Board of Commissioners on May 7, 2007 per Resolution 07-536 to provide for the operation of the Solid Waste Transfer Station, and hauling and disposal of waste services, and

Whereas, the Agreement covered the period June 1, 2007 through May 31, 2010, and

Whereas, the terms of the Agreement allow for the contract to be renewed for one year periods up to three additional years total, and

Whereas, the first one year extension was approved by Resolution 10-661, and

Whereas, the second one year extension was approved by Resolution 11-284, and

Whereas, Central Ohio Contractors has provided excellent service to the County at the Transfer Station during this contract, and

Whereas, the County wishes to approve the third and final one year renewal option for June 1, 2012 to May 31, 2013 using the terms and prices as set forth in the Agreement.

THEREFORE BE IT RESOLVED that the Board of County Commissioners approve the third one year renewal option of the Agreement with Central Ohio Contractors, Inc. for the operation of the Solid Waste Transfer Station, and hauling and disposal of waste services.

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

**RESOLUTION NO. 12-418**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Director Emergency Medical Services recommends hiring Carl Berry as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Carl Berry as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Stephen Burger as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Stephen Burger as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Andrew Glenn as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Andrew Glenn as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Corey Lenigar as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Corey Lenigar as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Clayton Mantovani as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Clayton Mantovani as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Courtney Neill-Green as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Courtney Neill-Green as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Erin Elizabeth Parrill as a Paramedic with the EMS Department; effective May 9, 2012;

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Therefore Be It Resolved, that the Board of Commissioners approve hiring Erin Elizabeth Parrill as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Bryan Porter as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Brian Porter Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Christopher Reed as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Christopher Reed as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Samuel Skipworth as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Samuel Skipworth as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Jordan Smith as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Jordan Smith as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Matthew Wortz as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Matthew Wortz as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends hiring Cory Yutzy as a Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Cory Yutzy as Paramedic with the EMS Department; effective May 9, 2012.

The Director Emergency Medical Services recommends promoting Bryan Jeffers to a full-time Paramedic with the EMS Department; effective May 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners promote Bryan Jeffers to a full-time Paramedic with the EMS Department; effective May 9, 2012.

The Interim 911 Communications Director recommends promoting Gloria Rose James to a Lead Telecommunicator; effective April 30, 2012;

Therefore Be It Resolved, that the Board of Commissioners promote Gloria Rose James to a Lead Telecommunicator; effective April 30, 2012.

The Interim 911 Communications Director recommends promoting Amanda Crist to a Lead Telecommunicator; effective April 30, 2012;

Therefore Be It Resolved, that the Board of Commissioners promote Amanda Crist to a Lead Telecommunicator; effective April 30, 2012.

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

**RESOLUTION NO. 12-419**

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ADOPTING AN EVALUATION TOOL FOR THE COUNTY ADMINISTRATOR, DIRECTOR'S AND MANAGERS:**

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

**Delaware County  
2012  
Performance Evaluation**

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DIRECTORS / MANAGERS

<b>Employee's Name</b>	
<b>Position</b>	
<b>Department</b>	
<b>Supervisor</b>	

Evaluation Period: (Mark with an X)

<b>Probationary</b>	<b>Annual</b>	<b>Other</b>
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**Section I. General Category**

The following section outlines the basic standards of work behaviors for which all employees are rated on their level of performance in meeting departmental goals. Evaluate the employee in each of the following areas based upon the rating parameters below:

4	<b>Exceptional</b> – Performance is above and beyond what is outlined in the job description; exceeds what is expected for the position; and adds unique contributions to the department / county which have substantial and significant impact.
3	<b>Successful</b> – Performance is consistent with the duties and responsibilities of the position.
2	<b>Marginal</b> – Performance falls below what is expected and improvement is needed relative to the duties and responsibilities of the position.
1	<b>Unsatisfactory</b> – Performance is unacceptable in all respects relative to the duties and responsibilities of the position.

1. **Workplace Competence** –

- a. Adherence to County Policies & Procedures;
- b. Participates as a member of a team;
- c. Identifies, organizes, plans and allocates resources;
- d. Exercises leadership – communicates ideas to justify position;
- e. Applies technology to task-is competent with equipment;
- f. Responsibility – exerts a high level of effort and integrity;
- g. Meets attendance requirements;

Unsatisfactory                      Marginal                      Successful                      Exceptional  
1                      1.5                      2                      2.5                      3                      3.5                      4

<b>Supporting examples:</b>

Weight: (1) times rating of \_\_\_\_\_ = \_\_\_\_\_

2. **Communication** – Present ideas and issues in their simplest form.

- a. Orally express ideas clearly and concisely;
- b. Prepare reports, memos, and other written communication in a clear concise writing style;
- c. Written communication is organized, easy to follow, and appropriate;
- d. Uses proper grammar, spelling, etc. in written materials;
- e. Sends and responds to internal communication in a timely manner;
- f. Listening; receives, attends to, interprets, and responds to verbal messages and other cues.

Unsatisfactory                      Marginal                      Successful                      Exceptional  
1                      1.5                      2                      2.5                      3                      3.5                      4

<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_



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3. **Customer Service/Focus** – Responsive to needs and concerns of the both internal and external customers (i.e.: elected officials, department heads, employees, citizens, vendors)

- a. Shows personal accountability and commitment to satisfying customers’ needs and empowering others to improve processes and services;
- b. Provides timely feedback to customers on issues or concerns;
- c. Listens to suggestions from customers on improving services;
- d. Provides superior customer service to all customers utilizing proactive and strategic planning;
- e. Courteous to all customers;
- f. Strives for harmonious relationships in the workplace and community;
- g. Provides information in a tactful manner;
- h. Includes receptivity to suggestions from others;
- i. Careful about personal appearances and dresses appropriately for work occasions.

<b>Unsatisfactory</b>		<b>Marginal</b>		<b>Successful</b>		<b>Exceptional</b>
1	1.5	2	2.5	3	3.5	4

<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

4. **Job Knowledge** – Demonstrates mastery of trade or profession.

- a. Demonstrates knowledge of services provided by the county;
- b. Seeks and introduces new perspective and information to the job;
- c. Provides guidance and skill development to direct reports;
- d. Keeps informed about position’s goals;
- e. Adjusts positively to changing environment in the workforce;
- f. Decision making ability: specifies goals and constraints, generates alternatives, considers risk and evaluates an chooses best alternative;
- g. Employees exceptional thinking skills in making decisions, solving problems and knows how to learn and reason.

<b>Unsatisfactory</b>		<b>Marginal</b>		<b>Successful</b>		<b>Exceptional</b>
1	1.5	2	2.5	3	3.5	4

<b>Supporting examples:</b>

Weight: (1) times rating of \_\_\_\_\_ = \_\_\_\_\_

5. **Professional Development** – Takes the initiative to enhance skills.

- a. Engages in professional self-improvement;
- b. Identifies and expands both professionally and personally by taking advantage of valuable educational/training opportunities;
- c. Remains active in organizations that involve furthering local government initiatives.

<b>Unsatisfactory</b>		<b>Marginal</b>		<b>Successful</b>		<b>Exceptional</b>
1	1.5	2	2.5	3	3.5	4

<b>Supporting examples:</b>

Weight: (1) times rating of \_\_\_\_\_ = \_\_\_\_\_

6. **Professionalism & Ethics** – Demonstrates loyalty to the county.

- a. Understands state ethic regulations as it relates to the job/position;

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- b. Demonstrates regard for honesty and trustworthiness;
- c. Follows DELAWARE COUNTY’s Code of Ethics;
- d. Accepts responsibility for good or bad judgment/shows accountability;
- e. Represents the county in an outstanding manner in the community.

Unsatisfactory                      Marginal                      Successful                      Exceptional  
 1                      1.5                      2                      2.5                      3                      3.5                      4

<b>Supporting examples:</b>

Weight: (1) times rating of \_\_\_\_\_ = \_\_\_\_\_

7. Promotes Implementation of DELAWARE COUNTY’s Mission and Strategic Plan

- a. Promotes the Board of Commissioners Mission and Strategic Plan;
- b. Promotes commitment to diversity;
- c. Promotes the county’s brand with good public relations and publicity;
- d. Represents the county in an outstanding manner in the community.

Unsatisfactory                      Marginal                      Successful                      Exceptional  
 1                      1.5                      2                      2.5                      3                      3.5                      4

<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

8. Self-motivation – Ability to start and carry through projects without supervision.

- a. Actively seeks and initiates solutions to problems;
- b. Searches out new tasks;
- c. Voluntarily assist others;
- d. Cooperates with co-workers;
- e. Knows when to ask for advice or assistance to take appropriate action.

Unsatisfactory                      Marginal                      Successful                      Exceptional  
 1                      1.5                      2                      2.5                      3                      3.5                      4

<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

9. Interpersonal – Works professionally with others.

- a. Involved in an ongoing exchange of information;
- b. Promotes the interests of other members of the team in a professional manner;
- c. Respects and encourages different points of view;
- d. Realistic assessment of strengths and weaknesses within the team;
- e. Teaches others new skills;
- f. Negotiates – works toward agreements involving exchange of resources, resolves divergent interests;
- g. Works with diversity – works well with people from diverse backgrounds.

Unsatisfactory                      Marginal                      Successful                      Exceptional  
 1                      1.5                      2                      2.5                      3                      3.5                      4

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<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

**Section II. Core Job Factors**

10. **Directing/Delegating** – The ability to make decisions, take charge of a situation, and guide the behaviors of others.

- a) Maintains the flow of work by utilizing the skills and abilities of employees;
- b) Diagnosis the training needs of employees;
- c) Provides understandable instructions and training of employees;
- d) Maintains an accurate tracking system of information.

<b>Unsatisfactory</b>		<b>Marginal</b>		<b>Successful</b>		<b>Exceptional</b>
1	1.5	2	2.5	3	3.5	4

<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

11. **Coaching/Motivating/Evaluating Employee Performance** – The ability to recognize and encourage good performance.

- a) Outlines and establishes clear roles, duties, and job descriptions for employees;
- b) Encourages employees on the job content and career development when necessary;
- c) Completes employee evaluations that are consistent with performance;
- d) Ensures the county's vision and goals are communicated to staff and works with staff to attain departmental goals;
- e) Provides timely performance feedback to employees.

<b>Unsatisfactory</b>		<b>Marginal</b>		<b>Successful</b>		<b>Exceptional</b>
1	1.5	2	2.5	3	3.5	4

<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

12. **Planning/Organizing** – The ability to prioritize and maintain an orderly work environment for the department.

- a) Establishes employee assignments and work schedules consistent with department needs;
- b) Makes efficient use of work materials, equipment, and employee overtime;
- c) Forecasts trends and needs accurately and actively prepares for meeting those objectives;
- d) Meets deadlines on department reports and projects.

<b>Unsatisfactory</b>		<b>Marginal</b>		<b>Successful</b>		<b>Exceptional</b>
1	1.5	2	2.5	3	3.5	4

<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

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13. **Problem Solving** - The ability to focus on, achieve results, and understand overall perspective of the county.

- a) Anticipates problems and acts to solve them independently before they become crisis;
- b) Shows skills with using tact, discretion, initiative, and independent judgment within established guidelines;
- c) Adapts to changing work situations (job change, changing priorities, redefining roles, or external changes that have a direct correlation on the department / county);
- d) Supports and enforces rules in a fair, consistent, and impartial manner.

<b>Unsatisfactory</b>		<b>Marginal</b>		<b>Successful</b>		<b>Exceptional</b>
1	1.5	2	2.5	3	3.5	4

<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

14. **Resource Management** – The ability to improve the efficiency and effectiveness of work operations.

- a) Demonstrates a mastery of his/her profession;
- b) Develops new creative concepts and plans to improve departmental and program functions;
- c) Operates with an established budget;
- d) Participates in the interviewing process of job candidates;
- e) Displays a familiarity with rules, laws, and regulations that govern the work;
- f) Suggests realistic ways of improving job tasks for the departments under the jurisdiction of the Board of Commissioners.

<b>Unsatisfactory</b>		<b>Marginal</b>		<b>Successful</b>		<b>Exceptional</b>
1	1.5	2	2.5	3	3.5	4

<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

15. **Work Group Management** – The ability to ensure a healthy, efficient and productive work environment.

- a) Demonstrates a positive or favorable approach in his/her work area;
- b) Searches out new tasks and expands abilities professionally and personally;

<b>Unsatisfactory</b>		<b>Marginal</b>		<b>Successful</b>		<b>Exceptional</b>
1	1.5	2	2.5	3	3.5	4

<b>Supporting examples:</b>

Weight: (1) times rating of \_\_\_\_\_ = \_\_\_\_\_

16. **Leadership** – The ability to inspire and support employees and others’ action to advance the county’s mission.

- a) Sets good examples when implementing policies and procedures;
- b) Demonstrates appropriate ethics pride in the department / county;
- c) Adheres to meeting schedules and arrives on time to meetings;
- d) Assists department directors / direct reports in setting and accomplishing departmental goals.

<b>Unsatisfactory</b>		<b>Marginal</b>		<b>Successful</b>		<b>Exceptional</b>
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1            1.5            2            2.5            3            3.5            4

<b>Supporting examples:</b>

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

17. **Collaboration/Teamwork** – The ability to establish and work successfully within appropriate exercise of leadership.

- a) Actively participates and contributes to the activities of the department;
- b) Accepts and gives constructive criticism;
- c) Makes mutual decisions with other supervisors and department directors and shares equally in the workload
- d) Works with department directors to promote the Board of Commissioners’ mission.

Unsatisfactory                      Marginal                      Successful                      Exceptional  
1            1.5            2            2.5            3            3.5            4

Weight: (2) times rating of \_\_\_\_\_ = \_\_\_\_\_

18. **Accomplishment of Previous Objectives/Goals** – Given the resources available, established goals and objectives were met.

Unsatisfactory                      Marginal                      Successful                      Exceptional  
1            1.5            2            2.5            3            3.5            4

Weight: (6) times rating of \_\_\_\_\_ = \_\_\_\_\_

<b>Supporting examples:</b>

<b>Total Score:</b> /35=	<b>Overall Rating:</b>
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<b>Supervisor’s Comments:</b>

<b>Employee’s Comments:</b>

**Section III. Employee Goals or Objectives for the Next Rating Period**

These objectives should be established with input from the employee. Objectives should be in major areas of the job responsibility or where improvement is necessary as evidenced by the above rating. Objectives should be ranked in order of priority and be as measurable as possible. Additional sheets may be attached.

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(Employee signature does not indicate that the employee agrees with the raters' evaluation. It does however, signify that the employee has been given the opportunity to review and discuss the evaluation's content with the rater.)

<i>Employee's Signature:</i>	<i>Date:</i>
<i>Supervisor's Signature:</i>	<i>Date:</i>

*The Board of Commissioners Direct Reports Require Commissioners Signature*

*Board of Commissioners Signature:*

*Circle one - Agree / Dissent    Date:*

*Comments:*

*Board of Commissioners Signature:*

*Circle one - Agree / Dissent    Date:*

*Comments:*

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*Board of Commissioners Signature:*

*Circle one - Agree / Dissent Date:*

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*Comments:*

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**

- Attended A Regional Planning Meeting On Thursday
- On Tuesday Will Attend A 911 Administrative Meeting; The 911 Board Meeting And An EMA Meeting

**Commissioner Thompson**

Ohashi Technica USA Cherry Tree Planting Recognizing 25 Years in Sunbury

**Commissioner Stapleton**

-No Reports

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Tommy Thompson

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners