

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 2, 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. 12-761

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 30, 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 July 30, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. 12-762

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0801:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0801 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO' Increase					
	Commissioners	Job and Family Indirect Cost	22411605-5380	\$ 62,255.06	
	Beems BP Distribution	Fuel	10011106-5228	\$ 50,000.00	
	W.D. Tire Warehouse	Tires for County Garage	10011106-5228	\$ 5,000.00	
PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1204853	CITY OF DELAWARE	2ND QUARTER EMS RUNS	10011303 - 5345	\$149,861.51	0001
R1204998	M ZIMMERMAN	INSTALL FITTINGS, PIPE, VALVES AND NON POT PUMPS	66611903 - 5410	\$11,600.00	0001
R1205032	DESIGN BUILD SOLUTIONS INC	ROOF REPAIR 115	40111402 - 5410	\$67,684.00	0001
R1205056	HILL ENGINEERING INC	DESIGN & SPEC FOR AIR CONDITIONING COURTHOUSE	10011102 - 5410	\$8,500.00	0001

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

RESOLUTION NO. 12-763

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Randy Banks attend a Ferno Ambulance Cot Technician Training in Delaware City September 5-6, 2012, at the cost of \$500.00 (fund number 10011303).

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

RESOLUTION NO. 12-764

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IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO COUNCIL FOR OLDER ADULTS OF DELAWARE COUNTY:

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

Grant number: COA 2013
Source: Delaware Council for Older Adults
Grant Period: 1-1-13 thru 12-31-13

Grant Request: \$4600.00
County Match 0
Total \$4600.00

This grant funds a portion of the Suspension Alternative Supervisor position.

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

RESOLUTION NO. 12-765

IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF YOUTH SERVICES RECLAIM GRANT FOR DELAWARE COUNTY JUVENILE COURT:

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

WHEREAS, the Delaware County Juvenile Court has applied for and been awarded the Ohio Department of Youth Services grant; and

WHEREAS, the Grant will be used to pay for staffing with in the Juvenile Court and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Juvenile Court Administrator David A. Hejmanowski to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Hejmanowski as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant # 2013	Reclaim	\$369,443.58
Grant #2013	Youth Services	\$245,357.00
Source:	Ohio Department of Youth Services	
Grant Period:	7-1-12 thru 6-30-13	
Total Grant Amount:	\$614,800.58	

Section 2. The Board hereby authorizes Court Administrator Hejmanowski, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents will be on file at Juvenile Court office of fiscal and grants.

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

RESOLUTION NO. 12-766

IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES GRANT FOR DELAWARE COUNTY JUVENILE COURT:

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

WHEREAS, the Delaware County Delaware County Juvenile Court has applied for and been awarded the 2012-2013 Family Drug Court Grant; and

WHEREAS, the Grant will pay for a portion of the staff positions within the Juvenile courts drug court program; and

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WHEREAS, a local match is not required for the Grant; and

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Juvenile Court Administrator David A. Hejmanowski to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Hejmanowski as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant	#2012 99-2192-DCRTT-T-12-0005
Source:	Ohio Department of Alcohol and Drug Addiction Services
Grant Period:	7-1-12 thru 6-3-13
Grant Amount:	\$51,716.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$51,716.00

Section 2. The Board hereby authorizes Court Administrator Hejmanowski, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents will be on file at Juvenile Court office of fiscal and grants.

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

RESOLUTION NO. 12-767

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Fund Transfers

From	To	
22511607-5801	22411604-4601	
Children Services/Transfers	JFS Children Services/Interfund Revenue	\$441,102.69
22311601-5801	22411603-4601	
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenue	\$245,324.95

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

RESOLUTION NO. 12-768

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR SORRENTO AT HIGHLAND LAKES CONDOMINIUMS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following sanitary sewer construction plans for Sorrento at Highland Lakes Condominiums for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Sorrento at Highland Lakes Condominiums for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Sorrento at Highland Lakes Condominiums for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 12-769

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR THE COURTYARDS ON TUSSIC, PHASE 2 AND MEADOWS AT LEWIS CENTER SECTION 1, PHASE B, PART 1:

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

Whereas, the Director of Environmental Services recommends approval of the Agreements:

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Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreements for the Courtyards on Tussic, Phase 2 and Meadows at Lewis Center Section 1, Phase B, Part 1.

The Courtyards on Tussic, Phase 2

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

THIS AGREEMENT executed on this 2nd day of August 2012, by and between EPCON TUSSIC, LLC herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by **The Courtyards on Tussic, Phase 2** Condominium Plat, and/or any associated amendments thereafter, filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

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 **The Courtyards on Tussic, Phase 2** all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

No buildings or other sanitary drains shall be connected to the County's public sanitary sewer system until said improvements are accepted by the Board of County Commissioners into the Delaware County Regional Sewer District.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat and or any associated amendments 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 (**\$34,216.00**) 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 and or any associated amendments thereafter, no approved financial warranties are necessary unless the SUBDIVIDER elects to record the plat or associated amendments prior to final acceptance of the construction. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

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

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

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER **\$1,197.56**, 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 **\$2,925.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The

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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 \$600.00 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 \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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.

Meadows at Lewis Center Section 1, Phase B, Part 1

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 2nd day of August 2012, by and between JONES/LEWIS

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CENTER L.L.C. herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the Meadows at Lewis Center Section 1, Phase B, Part 1 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:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Meadows at Lewis Center, Section 1, Phase B, Part 1, 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 (**\$32,149.29**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

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

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, 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 SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT 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 three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (**\$1,125.23**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$2,775.00** 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 \$600.00 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 \$600.00 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.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

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.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. There are 13 single family residential connections approved with this agreement.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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. 12-770

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TUTTLE CONSTRUCTION, INC. FOR THE CONCRETE DRYING SLAB:

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

WHEREAS, on June 8, 2012, the Sanitary Engineer received bids for Concrete Drying Slab; and

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WHEREAS, Tuttle Construction, Inc. is identified as the lowest and best bid at \$65,500.00, and

WHEREAS, the staff from the Sanitary Engineer evaluated the bid package; and

WHEREAS, the Sanitary Engineer has determined that the bid conforms to the specifications; and

WHEREAS, the Sanitary Engineer recommends approving the agreement with Tuttle Construction, Inc. to construct the Concrete Drying Slab.

THEREFORE be it resolved that the Board of County Commissioners execute the Agreement and authorize the Sanitary Engineer to issue the "Notice to Proceed" for the Concrete Drying Slab.

FURTHERMORE, Be It Resolved that the Board of County Commissioners approves a purchase order with Tuttle Construction, Inc. in the amount of \$65,500 from org keys 66611903, 66611904, 66611906 and 66611907.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT IS BY AND BETWEEN DELAWARE COUNT (OWNER) AND TUTTLE CONSTRUCTION, 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: Concrete drying slab

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: CONCRETE DRYING SLAB

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Delaware County Sanitary Engineer

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.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

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 preceding 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 \$100.00 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 \$100.00 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 below:

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A. For all Work a Lump Sum of:
SIXTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS \$65,500.00

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. Applications for Payment will be reviewed by the Resident Project Representative and processed by Engineer as provided in the General Conditions.

6.02 Progress Payments

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions.

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 retainage moneys as provided in Article 14 of the General Conditions shall be placed in an interest bearing account.

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 carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at

the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary 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.

F. 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.

G. 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.

H. 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.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that

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Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. 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. This Agreement
2. Bid Guaranty and Contract Bond
3. General Conditions
4. Supplementary Conditions
5. Plans.
6. Addenda.
7. Exhibits to this Agreement:
 - a. Contractor's Bid
 - b. Experience Record
 - c. Corporate Resolution
 - d. Non-Collusion Affidavit
 - e. Personal Property & Real Estate Tax Affidavit
 - f. Certification/Affidavit in Compliance with O.R.C. Section 3517.13
 - g. DMA Form
 - h. Contractor Equal Employment Opportunity Certification
 - i. List of Interested Principals
 - j. Notice of Award
 - k. List of Subcontractors

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9. This Agreement, along with all contract documents, constitutes the complete, entire and fully integrated agreement between the parties.

D. 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

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- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- B. 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 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 enclosed certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13". Failure to complete and submit 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.

10.02 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 Other Provisions

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 August 2, 2012 (which is the Effective Date of the Agreement).

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

RESOLUTION NO. 12-771

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Environmental Services recommends accepting the resignation of Matthew Lambert from the Water Reclamation Department; effective date August 3, 2012;

Therefore Be It Resolved, the Board of Commissioners accept the resignation of Matthew Lambert from the Water Reclamation Department; effective date August 3, 2012.

The Director Emergency Medical Services recommends accepting the resignation of Brent Staley as a Captain with the EMS Department; effective August 9, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Brent Staley as a Captain with the EMS Department; effective August 9, 2012.

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

RESOLUTION NO. 12-772

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IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE INCOME MAINTENANCE SUPERVISOR FOR THE JOB AND FAMILY SERVICES DEPARTMENT:

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

Whereas, the Director of Administrative Services recommends approving the job description for Income Maintenance Supervisor for the Job and Family Services Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Income Maintenance Supervisor for the Job and Family Services Department.

**DELAWARE COUNTY
Department of Job and Family Services**

TITLE: Income Maintenance Supervisor

JOB OBJECTIVES: Individual provides direction to staff personnel and the Income Maintenance Unit. Individual is responsible for supervising staff personnel involved in administering public assistance programs. Individual reports to Assistant Director, Department of Job and Family Services.

ESSENTIAL JOB FUNCTIONS:

- * Provides technical assistance to staff in interpreting policy and applying knowledge of the computer system (CRISE);
- * Participates in state hearings;
- * Projects and recommends annual budget;
- * Responsible for planning and recommending purchases of all departmental needs, such as equipment, office equipment and supplies, service contracts;
- * Interprets and implements Federal and State regulations;
- * Recommends, administers and enforces, in a consistent manner, departmental policies and procedures;
- * Supports income maintenance and other programs by working with local agencies to include recommending and monitoring contracts, attending meetings, conferences, workshops, training sessions, and performing a variety of public relations duties;
- * Oversees and insures the efficient operation of the income maintenance department;
- * Supervises staff involved with the income maintenance program to include, but not limited to, assigning work, planning and estimating project completions, monitoring performance, training employees, interviewing staff, conducting annual evaluations and resolving problems, grievances and personnel situations;
- * Plans, schedules, organizes, and supervises the work of the income maintenance personnel, including, but not limited to, time and attendance scheduling of personnel, authorizing overtime and sick and vacation leave, and approval of bi-weekly payroll;
- * Plans, coordinates and conducts departmental training of income maintenance personnel;
- * Devises correspondence, completing forms and developing reports associated with income maintenance programs;
- * Handles client complaints and public inquiries regarding programs;
- * Completes monthly reports.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-Essential functions as required.

I. JOB REQUIREMENTS

Equipment: Ability to operate a variety of office equipment such as computer, copier, typewriter, telephone, calculator, FAX machine, VCR, and other equipment necessary to perform duties.

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Ability to use a motor vehicle is required.

Critical Skills/Expertise:

- * Thorough knowledge of and ability to apply rules, regulations, and guidelines associates with Income Maintenance program. Includes, but is not limited to Public Assistance Manual, Ohio Revised Code, Food Stamp Manual, Food Stamp Certification Handbook, and CRISE Users Manual;
- * Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- * Thorough knowledge of recruiting, interviewing and counseling;
- * Thorough knowledge of and ability to apply effective supervisory skills to direct and manage subordinate personnel;
- * Thorough knowledge of and ability to apply the CRISE computer system and its software to complete jobs and aid staff in using the system;
- * Extensive knowledge of and ability to apply program policies and procedures to assist staff in the performance of their responsibilities;
- * Ability to communicate effectively, both orally and in writing;
- * Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- * Ability to work independently, under pressure, and to set and achieve goals;
- * Ability to motivate and counsel staff and clients;
- * Ability to organize and maintain large volumes of information and paperwork; and
- * Ability to effectively program plan independently and in collaboration with other staff units and outside agencies.

Job Standards: Bachelor's degree in Human or Social Services, Education or Sociology, plus three years of work experience determining eligibility for Public Assistance programs, or a high school diploma or GED combined with a minimum of five years of related work experience determining eligibility for Public Assistance programs. Must possess a valid Ohio Driver's License and an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. All required licensures, certifications and trainings must be maintained as a continued condition of employment.

II. DIFFICULTY OF WORK

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Individuals are required to provide technical assistance to staff personnel on programs, policies, the interrelationship of programs, the computer system and the application of this under extremely complex and difficult situations. It requires the individual to be continually aware of changes occurring which must be learned and passed on to staff. Procedures must be developed for implementing changes at the local level.

III. RESPONSIBILITY

Individual supervises subordinates, assigning projects, checking on progress of work and evaluating results. Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers in the county. Individual operates independent of supervision in handling staffing and daily operations, normally receiving supervisor's input when needed. Errors in work may cause inaccuracies in reports, records or technical data resulting in inaccurate or incomplete information, and may cause overpayment or underpayment in benefits issued and may ultimately result in fiscal sanction against the agency.

IV. PERSONAL WORK RELATIONSHIPS

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Contact is with co-workers, employees from public and private sector organizations, and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinate services, and handle questions about Department, programs and client concerns.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical

Requirements: The physical requirements of the position are identified as sedentary work, which may require the lifting of up to twenty-five (25) pounds.

Physical Activity: The physical activity of the position is fingering, talking, hearing, reaching, and walking.

Visual Activity: The minimum visual activity of the seeing job is close to the eyes.

Job Location: The minimum working conditions of the position indicate that the individual is not exposed to adverse environmental conditions.

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

RESOLUTION NO. 12-773

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

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

Transfer of Appropriation

From	To	
10031301-5001 Sheriff Deputies/Compensation	10031301-5370 Sheriff Deputies/Insurance Claims	100,000.00
10031317-5001 Contract Deputies/Compensation	10031317-5370 Contract Deputies/Insurance Claims	50,000.00
10011102-5301 Commissioners/Prof Services	10011102-5410 Commissioners/Capital Improvement	120,000.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-No Additional Comments

Commissioner Thompson
-Glenn Road
-Sunbury Historical Society Letter
-"Praise Jam" At Mingo This Saturday

Commissioner Stapleton
-No Additional Comments

RESOLUTION NO. 12-774

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT FO A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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

RESOLUTION NO. 12-775

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 10:35AM.

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

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There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners