

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 10, 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. 12-895

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 6, 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 September 6, 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. 12-896

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0907, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0907:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0907, memo transfers in batch numbers MTAPR0907, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
AEP	Regional Sewer District	66211903-5338	\$50,000.00
John Deere Financial	EMS Department	10011303-5228	\$ 8,000.00

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

RESOLUTION NO. 12-897

IN THE MATTER OF A LIQUOR LICENSE TRANSFER REQUEST FROM THOMAS AND KING INC. TO FIESTA JALISCO II LLC. DBA FIESTA JALISCO AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Fiesta Jalisco II LLC. DBA Fiesta Jalisco has requested a transfer of the D5 and D6 permit from Thomas and King Inc. both located at 9762 Sawmill PKY Liberty Township Powell, Ohio 43065, and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

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RESOLUTION NO. 12-898**IN THE MATTER OF CANCELING THE THURSDAY SEPTEMBER 20, 2012 COMMISSIONERS' SESSION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to cancel the Thursday September 20, 2012 Commissioners' session.

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

RESOLUTION NO. 12-899**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, JILL STEMEN TANGEMAN, ESQ., REQUESTING ANNEXATION OF 7.181 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to acknowledge that on September 5, 2012, the Clerk to the Board of Commissioners received an annexation petition request to annex 7.181 acres from Orange Township to the City of Columbus.

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

RESOLUTION NO. 12-900**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SHEFFIELD PARK SECTION 3, PHASE B, PART 2:**

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

Whereas, M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision ("Plat") for Sheffield Park Section 3, Phase B, Part 2, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 13, 2012; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 13, 2012; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 10, 2012; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 10, 2012; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 31, 2012.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Sheffield Park Section 3, Phase B, Part 2

Sheffield Park Section 3, Phase B, Part 2:

Situated in the State of Ohio, County of Delaware, Township of Genoa, Farm Lot 4 (2.124 acres) and Farm Lot 14 (8.678 acres), Quarter Township 2, Township 3, Range 17, United State Military Lands, containing 10.802 acres of land, more or less, said 10.802 acres being part of those tracts of land conveyed to M/I Homes of Central Ohio, LLC by deeds of record in Official Record 1031, Page 768, and Official Record 1031, Page 771, all being of record in the Recorder's Office, Delaware County, Ohio. Cost \$81.00.

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

RESOLUTION NO. 12-901**IN THE MATTER OF APPROVING THE PLAT OF LITTLE BEAR VILLAGE SECTION 2 LOT 7577 EASEMENT VACATION:**

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

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Whereas, Epcon Little Bear, LLC has submitted the Plat of Little Bear Village Section 2 Lot 7577 Easement Vacation (Plat) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on July 10, 2012; and

Whereas, Del-Co Water Company has reviewed said Plat for conformance with its rules and regulations and approved said Plat on July 12, 2012; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 7, 2012; and

Whereas, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 8, 2012; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on August 31, 2012;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Little Bear Village Section 2 Lot 7577 Easement Vacation

Little Bear Village Section 2 Lot 7577 Easement Vacation

This plat entitled “Little Bear Village Section 2 Lot 7577 Easement Vacation” is recorded to release and render null and void an Easement on Lot 7577 to the previously recorded plat entitled “Little Bear Village Section 2” and recorded in Official Record 960, Pages 2007 thru 2011. The revisions have been reviewed and approved by Epcon Little Bear, LLC, owner of Lot 7577, by Orange Township, the Delaware County Sanitary Engineer, the Delaware County Engineer and Delaware County Regional Planning. The Recorder is hereby requested to cross-reference the plat entitled “Little Bear Village Section 2,” recorded in Official Record 960, Pages 2007 thru 2011.

Situated in the State of Ohio, County of Delaware, Township of Orange and in Farm Lot 4, Quarter Township 3, Township 3, Range 18, United States Military District, being across Lot 7577 as the same is designated and delineated on the subdivision plat entitled “Little Bear Village Section 2” of record in Official Record 960, Pages 2007 to 2011, Official Record 1118, Page 1777, Recorder’s Office Delaware County, Ohio.

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

RESOLUTION NO. 12-902

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR MENARDS CREEKSIDE:

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

WHEREAS, on September 10, 2012 a Ditch Maintenance Petition for Menards Creekside was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Menards Creekside located off of Orange Road/U.S. Route 23 in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

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The cost of the drainage improvements is \$1,231,434.79. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 46.66 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$26,391.66 per acre. An annual maintenance fee equal to 2% of this basis (\$527.83) will be collected for each acre of developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$24,628.70 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 12-903

IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR OLENTANGY CROSSINGS SECTION 6:

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

Whereas, as The Engineer recommends approving the Project Agreement for Olentangy Crossings Section 6;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Project Agreement for Olentangy Crossings Section 6.

Project Agreement for Olentangy Crossings Section 6

**PROJECT AGREEMENT
PROJECT NUMBER: 11002**

THIS AGREEMENT, executed on this 10th day of September 2012 between **M/I HOMES OF CENTRAL OHIO**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **OLENTANGY CROSSINGS SECTION 6**, further identified as Project Number 11002 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 THOUSAND DOLLARS (\$40,000)** 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

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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.

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**.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$991,200
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 99,100
INSPECTION FEE DEPOSIT	\$ 40,000

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

RESOLUTION NO. 12-904

IN THE MATTER OF DECLARING THE NECESSITY FOR THE REPLACEMENT OF A BRIDGE ON HARRIOTT ROAD (DEL-CR131-0.67) INCLUDING THE REMOVAL AND REPLACEMENT OF A STRUCTURALLY DEFICIENT BRIDGE OVER THE UNNAMED TRIBUTARY TO EVERSOLE RUN, ALSO INCLUDING IMPROVEMENTS TO ROADWAY APPROACH AND GRADING WORK; APPROVING PLANS, SPECIFICATIONS, ESTIMATE, AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR131-0.67 HARRIOTT ROAD-CONCORD ROAD INTERSECTION PROJECT – PHASE 1:

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

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

Whereas the County Engineer has determined that the existing structure on Harriott Road is deficient and needs to be replaced recommends that the Board proceed with Improvements thereof, and;

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$389,000.

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

Section 1: The public convenience and welfare require replacement of the existing deficient bridge on Harriott Road approximately 450' east of the north leg of Concord Road in Concord Township along with improvements

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to the roadway approach and grading work and that the project known as DEL-CR131-0.67 Harriott Road-Concord Road Intersection Project – Phase 1 be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as DEL-CR131-0.67 Harriott Road-Concord Road Intersection Project – Phase 1 are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, October 2, 2012, at which time they will be publicly opened and read aloud, for the project known as:

**Del-CR 131-0.67
Harriott Road-Concord Road Intersection Project - Phase 1**

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR Del-CR 131-0.67". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer, 50 Channing Street, Delaware, OH 43015. Cost for printed copies of each set of plans and specifications is \$20, and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer through the County Engineer's ebids website or in person at the time of purchasing plans and specifications.

The Owner requires that all work associated with the project be completed before December 21, 2012. The estimated commencement of work date is October 5, 2012.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the Township. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:

September 14, 2012

September 21, 2012

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

RESOLUTION NO. 12-905

IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND COMPLETE GENERAL CONSTRUCTION COMPANY FOR THE DEL-CR 10-02.37 SIGNAL INSTALLATION AT INTERSECTION OF S. OLD STATE ROAD AND GLADSHIRE-WILSHIRE ROADS:

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

DEL-CR 10-02.37 Signal Installation at Intersection of S. Old State Road and Gladshire-Wilshire Roads Bid Opening of August 14, 2012

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Complete General Construction Company, the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with Complete General Construction Company for your

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approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, Terrorist Exclusion List, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Complete General Construction Company for the DEL-CR 10-02.37 Signal Installation at Intersection of S. Old State Road and Gladshire-Wilshire Roads

CONTRACT

THIS AGREEMENT is made this 10th day of September, 2012 by and between **Complete General Construction Company, 1221 E. Fifth Avenue, Columbus, Ohio 43219**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**Del-CR 10-02.37, Signal Installation at Intersection of S. Old State Road and Gladshire-Wilshire Roads**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Two Hundred Thirty-Eight Thousand Nine Hundred Five Dollars and Fifty Cents (\$238,905.50)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

RESOLUTION NO. 12-906

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY JAIL, AND RECOVERY & PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. FOR THE ADDICTION RECOVERY TREATMENT & MENTAL HEALTH SERVICES PROGRAM AT THE DELAWARE COUNTY JAIL:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the Memorandum of Understanding;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Memorandum of Understanding on behalf of the Delaware County Jail with Recovery & Prevention Resources of Delaware and Morrow Counties, Inc., for the Delaware County Jail.

MEMORANDUM OF UNDERSTANDING
Delaware County Jail and Recovery & Prevention Resources

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This Memorandum of Understanding (“MOU”) is made and entered into by and between the Delaware County Board of Commissioners for and on behalf of the Delaware County Jail, 844 US 42 North, Delaware, Ohio 43015, and Recovery & Prevention Resources of Delaware and Morrow Counties, Inc., 118 Stover Drive, Delaware, Ohio 43015 (“RPR”) (hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, the County has received federal grants under the Second Chance Act to provide addiction recovery treatment and mental health services to incarcerated high risk offenders diagnosed with chronic substance abuse issues or dual disorders (substance abuse and mental health); and

WHEREAS, Delaware County, the fastest growing county in Ohio, has experienced two decades of steady increases in the jail population as well as a surge in drug crimes and arrests and has increased its capacity from 178 beds in 2010 to 286 beds in 2011 with many incarcerated individuals who are abusing substances or have dual disorders; and

WHEREAS, the Delaware County Jail has invited Recovery & Prevention Resources, with offices at 118 Stover Drive, Delaware, Ohio a state certified and nationally accredited behavioral health care provider with expertise in the treatment of the offender population, to provide addiction recovery and mental health treatment;

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1 – Scope of Services

- 1.1 RPR will provide ODADAS/ODMH certified outpatient treatment services on site at the Delaware County Jail, including those services associated with the provision of anger management training, Moral Reconation Therapy (MRT), gender specific parenting training, and trauma-informed treatment for female inmates.
- 1.2 RPR will maintain certification from ODADAS and ODMH for these services. The Delaware County Jail will provide documents necessary for certification, including copies of Certificates of Use and Occupancy and current fire inspection reports.
- 1.3 RPR will provide appropriately-licensed therapists or counselors to provide the services and will provide them with clinical supervision in accordance with the applicable Standards.
- 1.4 The Delaware County Jail will provide safe, appropriate, and well-maintained office space for use by RPR staff for the provision of services. The Delaware County Jail will provide access to a telephone, fax machine, copier, and other general office equipment as necessary for RPR staff to complete their duties at no cost to RPR.
- 1.5 Delaware County Jail will refer to RPR for treatment of male and/or female inmates who have been screened as likely having a substance use and /or a dual disorder.
- 1.6 RPR will maintain its own clinical record on each inmate served in accordance with ODADAS/ODMH documentation standards.
- 1.6a Delaware County Jail will make available certain background and demographic information about program participants participating in services provided by RPR to facilitate development of clinical records in an efficient manner.
- 1.7 RPR will communicate with staff of the Delaware County Jail for relevant clinical information regarding the inmates served that might assist in the assessment and treatment of the inmates. RPR will abide by all Federal, State and local laws regarding the release of information.
- 1.8 RPR may participate in case staffing and conferences as invited and permitted by the Delaware County Jail.
- 1.9 The Delaware County Jail remains responsible for the behavioral management of the inmates in its care including those referred to RPR for alcohol and drug treatment and mental health services.

Section 2 – Compensation

Delaware County Jail will pay RPR for the services described herein and the required clinical supervision per ODADAS and ODMH standards in the amount of \$10,833.30 to be paid in monthly installments of \$1,805.55 for the 6-month duration of the MOU. The budget for the program established by this MOU is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 3 – Term

This MOU shall be effective from July 1, 2012 through December 31, 2012 and may only be amended or renewed upon mutual agreement in writing signed by both Parties.

Section 4 – Insurance

- 4.1 General Liability Coverage: RPR shall maintain general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000.

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- 4.2 Workers' Compensation Coverage: RPR shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 4.3 Additional Insured: Delaware County, its elected officials and employees, shall be named as additional insured with respect to all activities under this MOU in the policy required by Subsection 4.1.
- 4.4 Proof of Insurance: RPR shall, upon request, furnish Delaware County with properly executed certificates of insurance for all insurance required by this MOU and properly executed endorsements listing the additional insured as required in Subsection 4.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. RPR will replace certificates for any insurance expiring prior to completion of this MOU.

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 MOU. 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, RPR shall indemnify and hold free and harmless Delaware County and its elected officials and 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 there from, to the proportionate extent caused by any negligent acts, errors or omissions of RPR, its employees and agents or any other person for whose acts any of them may be liable.

Section 6 – Termination

Either party may terminate this MOU by providing written notice thirty (30) days prior to the effective date of the termination. The County is not liable for payment for work performed after the date of termination.

Section 7 – Miscellaneous Terms & Conditions

- 7.1 Prohibited Interests: RPR agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this MOU or the proceeds thereof. RPR 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 MOU, without the prior express written consent of Delaware County.
- 7.2 Independent Contractor: The Parties acknowledge and agree that RPR is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. RPR also agrees that, as an independent contractor, RPR assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 7.3 Entire Agreement: This MOU, and all documents incorporated by reference, shall constitute the entire understanding and agreement between the County and RPR, 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.
- 7.4 Governing Law: This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Delaware County, Ohio.
- 7.5 Headings: The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 7.6 Waivers: No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU 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.
- 7.7 Severability: If any item, condition, portion, or section of this MOU 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 MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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7.8 Homeland Security: RPR 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, RPR 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 MOU 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 MOU and by this reference made a part of this MOU.

7.9 Non-Discrimination/Equal Opportunity: RPR hereby certifies that, in the hiring of employees for the performance of work under this MOU 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 MOU relates.

RPR 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 MOU on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

EXHIBIT A

**Recovery & Prevention Resources of Delaware and Morrow Counties, Inc.
Delaware County Jail Addiction Recovery Treatment & Mental Health Services Program
Budget for the period from July 1, 2012 through December 31, 2012**

	<u>FTE's</u>	07/01/12 through 12/31/12 <u>(6 months)</u>
Salaries & Wages		
Therapist Hours	.25 FTE	\$10,833.30
Clinical Director	.05 FTE	<u>**Included in blended rate**</u>
Total		\$10,833.30
Fringe Benefits		<u>**Included in blended rate**</u>
Total Expenses		<u>\$10,833.30</u>

Narrative:

- RPR therapists assigned to this program will provide direct services to program participants and complete necessary documentation per the attached MOU. Estimated time involved: 43.33 hours per month.
- Clinical Director will provide clinical supervision per ODADAS/ODMH Standards and CARF Regulations.
- Fringe benefits include employer's share of payroll taxes, unemployment insurance, worker's compensation premiums, health, dental, vision, life and LTD insurance premiums and pension.

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

RESOLUTION NO. 12-907

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR DERBY GLEN FARMS SECTION 2:

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

Derby Glen Farms Section 2

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

THIS AGREEMENT executed on this 10th day of September 2012, by and between JEWETT ROAD ASSOC., L.L.C. herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the Derby Glen Farms Section 2 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and

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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 Derby Glen Farms, Section 2 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 (**\$53,833.60**) 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 (**\$1,884.18**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$4,575.00** 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.

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

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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.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER wishes to install the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

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 11 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. 12-908

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ROTORK CONTROL, INC. FOR THE ALUM CREEK WATER RECLAMATION FACILITY ANNUAL ROTORK ACTUATOR PREVENTATIVE MAINTENANCE:

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

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WHEREAS, the Division of Environmental Services has determined that preventative maintenance services are necessary to maintain proper mechanical operations of the electric actuators at the ACWRF facility; and

WHEREAS, the Division of Environmental Services has determined that Rotork Controls, Inc. is competent and best suited to perform the work contemplated in the proposed service agreement.

THEREFORE be it resolved that the Board of County Commissioners execute the service agreement with Rotork Controls, Inc.

FURTHERMORE, be resolved that the Board of County Commissioners approve a purchase order with Rotork Controls, Inc. in the amount of \$10,000.00 from Org Key 66211904-5325.

**ALUM CREEK WATER RECLAMATION FACILITY ANNUAL ROTORK ACTUATOR
PREVENTATIVE MAINTENANCE**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 10th day of September, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and ROTORK 5607 West Douglas Ave. Milwaukee, Wisconsin 53218 (“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, Alum Creek Water Reclamation Facility Annual Electrical Actuator Preventative Maintenance service in accordance with the Scope of Services listed below, hereby made part of this Agreement (hereinafter “the Scope”). The scope shall include the work described below for fifty (50) Rotork Actuators located at the Alum Creek Water Reclamation Facility and The Alum Creek Pump Station. 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.

Annual Preventative Maintenance Service Tasks Performed for Rotork Actuators:

- The IQMKI, IQMKII, and AWT Rotork actuators installed at the Alum Creek Plant and Pump Station shall receive the annual PM Service that includes a list of tasks to be performed by Rotork technicians on site. PM repair parts to be included.
- External visual inspection of each actuator. Control knobs confirmed to function correctly.
- Oil level on actuator checked and topped off as needed.
- Mounting bolts checked for integrity and tightness.
- Functional test. Operate actuator locally, verify correct function, check limit switch settings.
- Check manual override operation.
- For gate valves with rising threaded stems, grease stem.
- Extract data log files for applicable models.
- Remove terminal compartment cover. Check for water ingress and loose terminals. Replace with new O-ring.
- Pull motor cover. Check Motor. Check for moisture ingress and any sign of motor worm shaft seal leakage. Replace motor cover o ring.
- Remove main electrical cover. Inspect motor contactor, circuit boards, and switches. Check for signs of moisture ingress and oil leakage through torque plunger or resolver shaft seal. Replace main cover with new o ring.
- Install all new cover screws with correct lube.
- Replace lithium batteries on IQ actuators.
- Verify remote operation.
- Limit switch setting, torque switch settings, and other pertinent data are noted and provided to the County with the service report.
- The extracted data logger files are provided on CD and are included in the PM service binder that is given to the county after the work has been performed. Each actuator will have a datasheet with all the setup details pertinent to the actuator recorded, and will be included in the PM binder.

Section 4 – Compensation

The County shall pay a Lump Sum of Ten Thousand Dollars and No Cents (\$10,000.00). Travel expenses, labor, and materials are included in the aforementioned lump sum price, therefore, no additional compensation shall be received by the Contractor for these items.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and occur only after the annual PM

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Service has been performed. Billing shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall take immediate effect upon execution, and be in effect for one year. Contractor shall commence Work upon written authorization of the Administrator.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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

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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 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 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

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

RESOLUTION NO. 12-909

IN THE MATTER OF APPROVING THE CUSTOMER VALUE PLAN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ARC/COLUMBUS FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

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

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Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with ARC/Columbus for the Customer Value Plan providing paper, ink and service work for the new ipf765MFP copier/scanner/printer.

**CUSTOMER VALUE PLAN
RE: Equipment Model: ipf765MFP Serial #AAGW 0446**

Below you will find the details of ARC/Columbus "CVP" (Customer Value Plan) offering. The CVP agreement affords ARC/Columbus customers the ability to lock in highly competitive prices for 36 months on media, inks and extended service for Digital Copiers. ARC/Columbus are offering these discounts to reward our customers for their commitment to collaborate with ARC/Columbus.

Under the plan, the cost of the three components (Bond, Inks & Service) will be billed in one flat fee based on the monthly usage measured in square feet. The prices and conditions below are based on running the equipment identified above an average of N/A square feet per month.

- 1) \$.19 Per square foot will be the fixed, flat CVP rate that you will receive.
- 2) Delaware County Regional Sewer District will be billed for their usage once a month with the meter read being done either by email or in person.
- 3) ARC/Columbus will provide 201b. opaque bond as part of the agreement, although additional media can be purchased separately, if needed.
- 4) ARC/Columbus will provide genuine OEM Inks as part of the agreement.
- 5) ARC/Columbus will provide full, extended service coverage including parts, labor and travel time as part of the agreement.
- 6) ARC/Columbus will extend this CVP agreement for 36 month.

Logistically, you will order bond paper, ink and service work all through the same phone number (614-224-5149). As a record for each order, you will receive a detailed invoice for the supplies at a \$0.00 cost. Once a month upon gathering the meter reading, ARC/Columbus will send an invoice with your total cost based on your usage.

If you are in agreement with these conditions, please read and sign in the designated space below.

I agree to the conditions of ARC/Columbus Customer Value Plan. If, at anytime, I determine that I no longer wish to participate in ARC/Columbus Customer Value Plan, I will provide ARC/Columbus with a written notice 60 days in advance. Upon receipt of this written notice ARC/Columbus will terminate all conditions of the Customer Value Plan listed above.

ARC/Columbus ARC / Columbus 1159 Dublin Road Columbus, Ohio 43215	Customer Acceptance Delaware County Regional Sewer District 50 Channing Street Delaware, Ohio 43015
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Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-910

IN THE MATTER OF APPROVING THE CUSTOMER VALUE PLAN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ARC/COLUMBUS FOR THE DELAWARE COUNTY CODE COMPLIANCE DEPARTMENT:

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

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

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with ARC/Columbus for the Customer Value Plan providing paper, ink and service work for the new ipf765MFP copier/scanner/printer.

**CUSTOMER VALUE PLAN
RE: Equipment Model: ipf765MFP Serial # AAGW 0177**

Below you will find the details of ARC/Columbus "CVP" (Customer Value Plan) offering, The CVP agreement affords ARC/Columbus customers the ability to lock in highly competitive prices for 36 months on media, inks and extended service for Digital Copiers. ARC/Columbus are offering these discounts to reward our customers for their commitment to collaborate with ARC/Columbus.

Under the plan, the cost of the three components (Bond, Inks & Service) will be billed in one flat fee based on the monthly usage measured in square feet. The prices and conditions below are based on running the equipment identified above an average of square feet per month.

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- 1) \$.19 square foot will be the fixed, flat CVP rate that you will receive.
- 2) Delaware County Code Compliance Department will be billed for their usage once a month with the meter read being done either by email or in person.
- 3) ARC/Columbus will provide 201b. opaque bond as part of the agreement, although additional media can be purchased separately, if needed.
- 4) ARC/Columbus will provide genuine OEM Inks as part of the agreement.
- 5) ARC/Columbus will provide full, extended service coverage including parts, labor and travel time as part of the agreement.
- 6) ARC/Columbus will extend this CVP agreement for 36 month.

Logistically, you will order bond paper, ink and service work all through the same phone number (614-224-5149). As a record for each order, you will receive a detailed invoice for the supplies at a \$0.00 cost. Once a month upon gathering the meter reading, ARC/Columbus will send an invoice with your total cost based on your usage.

If you are in agreement with these conditions, please read and sign in the designated space below.

I agree to the conditions of ARC/Columbus Customer Value Plan. If, at anytime, I determine that I no longer wish to participate in ARC/Columbus Customer Value Plan, I will provide ARC/Columbus with a written notice 60 days in advance. Upon receipt of this written notice ARC/Columbus will terminate all conditions of the Customer Value Plan listed above.

ARC/Columbus
ARC/Columbus
1159 Dublin Road
Columbus, Ohio 43215

Customer Acceptance
Delaware County Code Compliance Department
50 Channing Street
Delaware, Ohio 43015

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

RESOLUTION NO. 12-911

SETTING DATE AND TIME FOR THE INVITATION TO BID #12-01 FOR BULK GASOLINE & DIESEL FUELS FOR DELAWARE COUNTY:

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

Whereas, The Manager of Facilities recommends approval of the Invitation To Bid #12-01 For Bulk Gasoline & Diesel Fuels For Delaware County;

Now Therefore Be It Resolved, That The Delaware County Board Of Commissioners approve the Invitation To Bid #12-01 For Bulk Gasoline & Diesel Fuels For Delaware County.

**PUBLIC NOTICE
INVITATION TO BID
ITB #12-01 - BULK GASOLINE & DIESEL FUELS**

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

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Monday, October 1, 2012, at which time they will be publicly opened and read, and multiple award contracts awarded as soon as possible, for the purchase by spot market pricing of bulk Gasoline and Diesel Fuels for Delaware County.

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

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked " Sealed bid for Bulk Gasoline and Diesel Fuels." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read. Delaware County Commissioners, Jon Melvin, Manager of Facilities.
Ad Date: 09/13/2012

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

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RESOLUTION NO. 12-912

IN THE MATTER OF APPROVING THE MAINTENANCE SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND EASTMAN PARK MICROGRAPHICS, INC. FOR THE PROSTAR II PROCESSOR AND PROSTAR REPLENISHMENT SYSTEM FOR THE DELAWARE COUNTY RECORDS CENTER:

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

Whereas, the Director of Administrative Services and Record Center Manager recommend approval of a maintenance service contract between The Delaware County Board Commissioners and Eastman Park Micrographics, Inc. for the Prostar II Processor And Prostar Replenishment System for the Delaware County Records Center;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the maintenance service contract between The Delaware County Board of Commissioners and Eastman Park Micrographics, Inc. For the Prostar II Processor And Prostar Replenishment System for the Delaware County Records Center.

**EASTMAN PARK MICROGRAPHICS, INC.
Document Imaging Products
Standard Maintenance Services Terms and Conditions**

Eastman Park Micrographics ("EPM") and you, the customer ("Customer") enter into these Standard Maintenance Service Terms and Conditions Agreement (the "Agreement") and agree that the terms and conditions of this Agreement will apply to the provision of services by EPM for the products defined below located in the United States, Hawaii and Alaska (a ten percent (10%) premium applies in Alaska).

Generally, the mainframe and all components of a Product (as defined herein) that are mechanically, electronically, or remotely interconnected must be inspected, tested and adjusted as one operating unit to diagnose and correct malfunctions effectively. Therefore, if a Product is covered under an Agreement, all interconnected components of that product must also be covered by warranty or the same level of service that is provided under this Agreement.

The term of the Agreement ("Term") between Customer and EPM shall be for one year. Thereafter, the Agreement can be renewed at EPM's then effective policies, support plans and current price schedule for successive twelve (12) month periods (each, a "Renewal Term") The terms and conditions set forth below plus the description of services and charges contained in the EPM invoice and the provisions of the Agreement shall govern the relationship between the parties. Any additional or inconsistent terms and conditions included in the Customer's purchase orders shall be deemed null and void and of no effect.

1. Products. Products covered by this Agreement are commercial office equipment non make or model specific, used by customers in an office environment.

2. Customer Responsibilities. Customer will designate an authorized representative for the purpose of interacting with EPM's service personnel. The Customer representative and the Customer must:
 - a) provide initial problem-solving assistance to site users;
 - b) coordinate all requests for assistance and act as liaison with EPM service personnel;
 - c) perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by EPM;
 - d) maintain system and Product documentation and install software updates, maintenance upgrades and patches supplied by manufacturers;
 - e) perform preventative maintenance and error recovery procedures as defined in the individual Products' users manual;
 - f) supply consumable items or other components that are replaced due to normal wear and/or as specified in the relevant manufacturer's manual(s);
 - g) provide service personnel with immediate access to the Products when service is requested;
 - h) when necessary, supply and maintain a modem and communication software approved by EPM which satisfies the respective manufacturer's Product specifications,
 - i) keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Product;
 - j) provide continuous and appropriate resource availability during problem resolution; and
 - k) Have a telephone available in the work area,

Failure to meet these obligations may result, at EPM's sole option, in the imposition of additional charges at prevailing Per-Call rates or immediate termination of this Agreement upon notice to Customer.

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2.1 Customer Software. Prior to service commencing on computers with hard drives, Customer is responsible for creating a back-up copy of the file from the hard drive. EPM is only responsible for formatting (if required) and transferring those files deemed necessary for formatting as more precisely outlined in the EPM formatting procedures for specific Products. Customer is responsible for restoring data. EPM shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on a Product

2.2 Product Condition, Customer warrants that the Product covered by this Agreement (a) is in proper operating condition, (b) is without any unauthorized modifications, (c) has all safety features in working condition, and (d) has been maintained in accordance with manufacturer's Product performance specifications. EPM reserves the right to inspect the Product and site installation to confirm that Products meet those conditions. At EPM's discretion, such inspection and any repairs necessary to bring the Product up to those conditions shall be treated as Per-Call Service. If at any time Customer fails to maintain the Product in proper operating condition as described above, EPM may cancel this Agreement immediately upon written notice to Customer.

3. How to Obtain Service. In order to obtain service, End User must call EPM's End User Support Center and provide the Products K-number or serial number, which number shall be located on the respective Product(s).

4. Types of Service Available

4.1 Telephone Support EPM will provide toll-free telephone support between 8:00 a.m. and 5:00 p.m., Monday through Friday, Customer local time.

4.2 On-Site Service. EPM will provide on-site service between 8:00a.m. and 5:00 p.m., Monday through Friday, Customer local time. On-Site Service includes adjustments and/or replacement of parts required to maintain Products operating consistently within manufacturer's published specifications.

4.3 Periodic Maintenance. Periodic Maintenance ("PM") services will consist of routine maintenance services required to keep the Products in proper operating condition. Additional scheduled PMs maybe purchased to supplement coverage. Note: PM services MAY NOT be Included in the Standard Plan for a particular Product.

4.4 Extended Hours. Depending upon local service capabilities, available extended hour plans include 5-, 6-, and 7-day, 8-, 16-, and 24-hour options at additional cost. EPM will use commercially reasonable efforts to provide Service outside of Agreement Hours as shown below. Any such service performed will be billed at prevailing EPM Per Call Overtime rates.

4.5 Holidays. Contract support will not be provided on National holidays (New Years, Memorial, Independence, Labor, Thanksgiving and Christmas Days). Support is available on a best efforts basis at prevailing Per-Call Holiday rates.

4.6 Response Time EPM's objective is to provide service during EPM's normal working hours, within the following time frames:

In the USA

OEM Products and EPM Analog Products	
Distance From EMP Service City	Within Agreement Hours
Zone 1 (0 to 50 Miles)	Next Business Day
Zone 2 (51 to 100 Miles)	Next Business Day
Zone 3 (Over 100 miles)	Next Business Day @12% uplift for non-Kodak or Non_EPM Branded products only
Over 200 Miles	Contact EPM

EPM will use its best commercial efforts to meet its response time objectives, provided however, EPM is not liable for any failure to do so.

4.7 Advanced Unit Replacement ("AUR") Support (if applicable). If EPM determines a Product is not operating consistently within manufacturer's specifications, EPM will provide next day AUR subject to availability of courier service. The replacement Product will perform at the minimum specifications of the current Product, but may not be the exact make and model. When AUR support is necessary, EPM will ship the replacement unit to Customer's location, transportation prepaid. Upon delivery of a replacement unit, Customer must place the malfunctioning unit in the shipping case, apply the enclosed labels and call the carrier for pickup within 5 business days after receiving the AUR. EPM will pay the return transportation charges. If the Customer has not returned the malfunctioning unit within 10 business days, Customer will be invoiced the list price of the unit and becomes responsible for such charge.

4.8 Depot Service (if applicable). If EPM determines the Product is not operating consistently within manufacturer's specifications, EPM will instruct the Customer regarding shipment of the Product to EPM for repair. EPM will repair the Product and return the Product to Customer.

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4.9 Software Product

EPM will provide Maintenance Upgrades, Software Patches and telephone assistance of a technical nature on licensed EPM Software Product only. EPM may issue Maintenance Upgrades or Patches and/or provide for on-site services necessary to correct errors that significantly affect software performance in accordance with EPM's Software Product operating specifications. Unless Product documentation states otherwise, support will be provided for the current and previous Version Release. Maintenance Upgrades and Patches are at no charge and include one copy of the user's manual and/or changes.

EPM reserves the right to develop new features and functionality improvements, which maybe offered to Customers as separately priced product.

All software and/or changes are subject to the terms and conditions of the EPM Software License Agreement that was in effect at the time the software was licensed from EPM. License Terms are applicable as long as the software is being used, even if maintenance services are no longer available.

Some EPM Software Products are licensed under a Renewable Software License Agreement which includes an annual license fee that entitles Customer with a "Right to Use" the software and to receive the maintenance services defined above as long as maintenance services are available.

4.10 Parts, teems as referenced in the manufacturer's manual(s) required to maintain Products operating consistently within manufacturers published specifications may not be included in this Agreement and will be invoiced separately. Parts or components replaced by EPM will be either new or remanufactured to EPM new product standards. Parts removed from the system and replaced at no charge become the property of EPM. NOTE: If EPM determines that Parts, service publications or technical support needed to maintain or repair Products are not available, EPM will cancel the Agreement and issue a prorated credit for any remaining prepaid coverage.

5. Property of EPM. Maintenance material, tools, documentation, diagnostics and test equipment provided by EPM shall remain the exclusive property of EPM.

6. Limitations. Tire Services outlined in these terms are EPM's only obligation. EPM will not be responsible for any indirect, incidental, consequential or special damages resulting from the sate, use or improper functioning or inability to use the Products and/or related software, regardless of the cause, nor will EPM be responsible for damages of any nature that are not caused by EPM or are caused by circumstances out of EPM's control. Such damages for which EPM will not be responsible include, but are not limited to, loss of revenue or profit loss of data, downtime costs, loss of use of the Product, cost of any substitute Product, facilities or services. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence or fault of EPM or by persons under its direction or control.

7. This Agreement does not cover, and EPM shall not be responsible for:

operating system services (e.g., database maintenance(recovery, product integration or

a. application support,

b. system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);

c. network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations

d. consultation services;

e. version release or software support to other than licensed RPM Software Products;

f. Product installation, set-up, configuration or other non-repair services;

g. cable and installation of cable runs or any acquisition of permits

h. Customer training;

i. circumstances beyond RPM's control (such as customer overriding, bypassing or defeating interlock switches on equipment or devices sold by RPM or any other party);

j. problems due to failure of Customer to conform to RPM's site specifications provided in the manufacturer's documentation;

k. time spent in locating Product not at the specified location or waiting for Product availability;

l. relocation of Product or service associated with relocation;

m. seasonal hibernation (de-installation) and reactivation (re-installation);

n. service or parts associated with any unauthorized modifications, attachments or service;

o. rebuilding or reconditioning of Product;

p. misuse or abuse of Product; or

q. failure to follow RPM's operating instructions or instructions provided by the manufacturer.

EPM may provide, at its sole discretion, service in these situations under the Per-Call terms and at prevailing Per-Call rates.

8. Confidentiality of Customer Data. EPM does not wish to receive any confidential information of Customer in the course of providing maintenance services, and Customer is expected to take all reasonable precautions to avoid disclosing any of its confidential information or that of its customers, employees or clients ("Confidential Information") to EPM and its employees or contractors. However, in the event that EPM's employees or contractors become exposed to Confidential Information, EPM will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Customer uses to protect its own information of like nature.

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9. **Governing Law.** This Agreement will be governed by and construed in accordance with the substantive laws of the State of Ohio as applied to agreements entered into between two residents of the State Ohio without regard to its conflict of laws principles.

10. **Use of Other Party's Name.** Except as necessary to perform their obligations under this Agreement, neither party may make any reference to the other party, its trademarks or trade names in advertising, public announcements, or promotional materials without express written permission from the other party.

11. **Severability,** if any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement remains in effect, the legality, validity and enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision the parties shall negotiate in good faith to add a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible.

12. **Waiver Of Default** Any failure of either party at any time, or from time to time, to require or enforce the strict keeping and performance by either party of any of the terms and conditions of this Agreement shall not constitute a waiver by either party of a breach of any such terms or conditions in the future and shall not affect or impair such terms or conditions in any way, or the right of either party at any time to avail itself of such remedy as it may have for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving party.

13. **Independent Contractor.** Customer shall act as an independent contractor and nothing herein shall be construed to make Customer, or any of its employees, officers, directors or representatives, the agent employee or servant of EPM.

14. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment, whether by divestiture, operation of law, change of control, merger, or otherwise, in contravention of the above shall be null and void and of no force or effect. EPM, however, may assign this Agreement without the Customer's consent to any third party which acquires all or substantially all of that portion of the business assets of RPM to which this Agreement pertains whether by merger, reorganization, acquisition, sale or otherwise.

15. **Forum.** All actions arising out of or related to this Agreement must be filed in a court of competent jurisdiction in the State where the Services were delivered.

16. **Billing and Terms of Payment.** Commercial billings are in advance and prices will vary depending upon billing arrangements (annual, quarterly, etc.) and a premium may apply. Payment terms are net 30 days from date of invoice.

17. **Force Majeure.** With the exception of any payments due hereunder, neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of cause(s) beyond the control and without fault or negligence of the non-performing party. Such cause(s) may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics and unusually severe weather, material shortages, strikes or similar labor disruptions.

18. **Termination,** a) Either party may terminate this Agreement upon ninety (90) days prior written notice except as set forth in Sections 2.2 and/or 4.10; b) Either party may terminate this Agreement immediately if the other party ceases to conduct its operations in the normal course of business, becomes insolvent, or files for or becomes the subject of a bankruptcy petition, or is placed in receivership. c) EPM may terminate this Agreement immediately if Customer attempts to assign this Agreement without EPM's prior written consent,

19. **Effect of Termination or Expiration.** Each party will remain liable under this Agreement for any obligations incurred prior to the effective date of termination or expiration.

20. **No Liability for Termination.** To the full extent allowed by any applicable law, Customer agrees that it will have no rights to damages or indemnification of any nature due to any expiration, rightful termination, or non-renewal of this Agreement by RPM. Customer waives any right or claim it may have under local law or otherwise to receive any payment from RPM or expiration, termination or non-renewal, whether for actual, consequential, indirect, special or incidental damages, costs or expenses, whether foreseeable or unforeseeable.

21. **Additional Terms.** These terms may be amended or supplemented only by the express agreement of the Parties, in writing and signed by each Party.

22. **Entire Agreement/Amendment.** This Agreement may be amended or supplemented only by the express agreement of the parties. This Agreement and the terms and conditions set forth in the original equipment warranty, which are incorporated herein, represents the entire agreement and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement. Furthermore, in the event of a conflict of terms between this Agreement and the original equipment warranty, this Agreement shall be the controlling document.

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Further Be It Resolved, that the Delaware County Board of Commissioners approves a purchase order:

R1205298	EASTMAN PARK MICROGRAPHICS	SERVICE AGREEMENT FOR KODAK PROSTAR II PROCESSOR	10011103 - 5328	\$4,865.00
R1205298	EASTMAN PARK MICROGRAPHICS	SERVICE AGREEMENT FOR PROSTAR REPLENISHMENT SYSTEM	10011103 - 5328	\$1,245.00

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

RESOLUTION NO. 12-913

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ELECTRONIC MAINTENANCE TECHNICIAN I FOR THE ENVIRONMENTAL 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 The Electronic Maintenance Technician I for the Environmental Services Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Electronic Maintenance Technician I for the Environmental Services Department.

**DELAWARE COUNTY
REGIONAL SEWER DISTRICT**

TITLE: Electronic Maintenance Technician I

JOB OBJECTIVES: The Electronic Maintenance Technician will be required to perform skilled work in the installation, alteration, operation, preventative and predictive maintenance, and repair of electrical and mechanical devices throughout the Regional Sewer District. The Electronic Maintenance Technician reports to the Maintenance Supervisor.

ESSENTIAL JOB FUNCTIONS:

- * Evaluates electrical systems throughout the sewer district;
- * Assist in organizing and managing an electrical preventative and predictive maintenance program throughout the sewer district;
- * Conducts installation and diagnostic maintenance of computer equipment, network peripheral equipment and configuration of software on computers;
- * Trains district personnel on proper equipment control functions;
- * Assist management in scheduling and monitoring new equipment installations;
- * Maintains inventory of computers and electrical control equipment;
- * Evaluates new equipment and technologies;
- * Maintains manuals and electronic logs and records;
- * Installs, maintains, alters, and repairs electrical equipment throughout the sewer district;
- * Responds to alarms and takes corrective actions;
- * Performs maintenance on supervisory control and data acquisition systems including network cabling, termination and testing of computer problems for all sewer district operations;
- * Performs or assists in mechanical repairs;
- * Makes equipment adjustments and repairs to maintain operations within predetermined limits;
- * Dismantles equipment to gain access to and repair defective parts; Reassembles properly after repairs are made;
- * Troubleshoots and maintains motor control systems;

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- * Restores power to lift stations during electrical outages with portable generators;
- * Restarts equipment after an electrical outage;
- * Maintains electrical components of sewage lift stations;
- * Switches electrical feeds to operational units such as pumps, electrical feeders, and drives;
- * Takes readings from charts and meters;
- * Calibrates electrical devices;
- * Performs tasks in proximity to electrical, mechanical, chemical, biological, and physical hazards;
- * Overtime may be required; and
- * Performs any other duties as assigned.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-essential Functions as required by the supervisor.

I. SKILLS AND KNOWLEDGES:

Equipment:

Individual uses machines such as computers, hydraulic press, arc welder, oxygen-acetylene torch, portable generators and pumps, and truck cranes. Individual operates a sludge truck, sewer jet truck, skid loader, forklift, and man lift platform. Individual uses electronic devices such as volt meter, meggar, oscilloscope, flow meters, and automatic samplers. Individual uses hand tools such as circular saw, jigsaw, hacksaw, hammer, sledge hammer, and other equipment necessary to perform duties. Individual uses the following for safety protection: personal gas monitor, confined space equipment, arc flash suit, arc flash shield, safety rated leather gloves, safety glasses, hearing protection, hard hat, and fall protection equipment.

Critical Skills/Expertise:

- * Knowledge of equipment, materials, tools, and standard practices of a variety of electrical and mechanical trades with particular emphasis on wastewater treatment operations;
- * Knowledge of multiple computer operating systems and communication protocols for interfacing, and procedures for replacing internal hardware components, including but not limited to configuring software to work with components;
- * Knowledge of specific computer languages needed to perform assigned tasks;
- * Ability to read, understand, and explain information gathered from technical manuals for hardware and software and manufacturers' technical bulletins for discovered "bugs" and "fixes";
- * Knowledge of compliant measures required when dealing with the occupational health & safety administration standards connected with general maintenance operations including confined space, lock out/tag out, crane and hoist safety, and fall protection;
- * Knowledge of arc flash regulations and compliance with the standards set forth in NFPA 70E standard for electrical safety in the workplace manual;
- * Knowledge of applicable federal, state and local rules and regulations concerning water and wastewater issues;
- * Ability to distinguish the different locations of each facility in the sewer district and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- * Knowledge of wastewater treatment processes and associated equipment;
- * Knowledge of chemicals used in the wastewater treatment process;
- * Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;

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- * Ability to distinguish between the full ranges of colors in the color spectrum to work with electrical wiring;
- * Ability to troubleshoot controls and instrumentation throughout system;
- * Ability to determine faulty power and control devices in electrical panels;
- * Ability to read, interpret, troubleshoot from, and modify electrical schematics;
- * Ability to read and interpret plant electrical distribution diagrams;
- * Ability to program and troubleshoot spread spectrum radios;
- * Knowledge of Variable Frequency Drives, Programmable Logic Controllers, and Motor Soft Starters;
- * Ability to troubleshoot motor starters, relays, motors, conveyers, and mixers;
- * Skilled in 480 volt 3 phase, 230 volt 3 phase, 230 volt 1 phase, 120 volt 1 phase, 24 volt AC, and 12 volt DC systems;
- * Knowledge of parallel and series circuits;
- * Knowledge of analog and digital controls and circuits;
- * Knowledge of step-down, step-up, and isolation transformers;
- * Ability to insert control data information into spreadsheets for trending and tracking;
- * Knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook; and
- * Following the Delaware County Employee Handbook, Policies and Procedures and Departmental SOP's (Standard Operating Procedures) is required.

Job Standards:

A High School diploma, or equivalent, plus two to four years of related work experience are required, specialized electrical training is preferred. Individual must have a valid Ohio Driver's License, CDL Class B, and an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. All required licenses and certifications must be maintained as a continued condition of employment.

II. RESPONSIBILITY:

Individual is given general direction in following established practices and policies. Supervisor provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

III. PHYSICAL EFFORT

Physical Requirements:

Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds. Individual must be able to climb to and work effectively at heights in excess of (100) feet.

Physical Activity:

The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

Visual Activity:

Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

IV. WORKING CONDITIONS

Job Location:

Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals,

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and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation. Individual must be able to climb to and work effectively at heights in excess of 100 feet.

V. PERSONAL WORK RELATIONSHIPS

Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public on service complaints and possible claims. Individual is responsible for maintaining a positive working relationship with supervisors, co-workers, subcontractors, and other departmental personnel.

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

RESOLUTION NO. 12-914

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ELECTRONIC MAINTENANCE TECHNICIAN II FOR THE ENVIRONMENTAL 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 For The Electronic Maintenance Technician II for the Environmental Services Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Electronic Maintenance Technician II for the Environmental Services Department.

**DELAWARE COUNTY
REGIONAL SEWER DISTRICT**

TITLE: Electronic Maintenance Technician II

JOB OBJECTIVES: The Electronic Maintenance Technician will be required to perform skilled work in the installation, alteration, operation, preventative and predictive maintenance, and repair of electrical and mechanical devices throughout the Regional Sewer District. The Electronic Maintenance Technician reports to the Maintenance Supervisor.

ESSENTIAL JOB FUNCTIONS:

- * Evaluates electrical systems throughout the sewer district;
- * Organizes and manages an electrical preventative and predictive maintenance program throughout the sewer district;
- * Conducts installation and diagnostic maintenance of computer equipment, network peripheral equipment and configuration of software on computers;
- * Trains district personnel on proper equipment control functions;
- * Assists management in scheduling and monitoring new equipment installations;
- * Maintains inventory of computers and electrical control equipment;
- * Evaluates new equipment and technologies;
- * Maintains manuals and electronic logs and records;
- * Installs, maintains, alters, and repairs electrical equipment throughout the sewer district;
- * Responds to alarms and takes corrective actions;
- * Performs maintenance on supervisory control and data acquisition systems including network cabling, termination and testing of computer problems for all sewer district operations;
- * Performs or assists in mechanical repairs;
- * Makes equipment adjustments and repairs to maintain operations within predetermined limits;

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- * Dismantles equipment to gain access to and repair defective parts; Reassemble properly after repairs are made;
- * Troubleshoots and maintains motor control systems;
- * Restores power to lift stations during electrical outages with portable generators;
- * Restarts equipment after an electrical outage;
- * Maintains electrical components of sewage lift stations;
- * Switches electrical feeds to operational units such as pumps, electrical feeders, and drives;
- * Takes readings from charts and meters;
- * Calibrates electrical devices;
- * Performs tasks in proximity to electrical, mechanical, chemical, biological, and physical hazards;
- * Overtime may be required; and
- * Performs any other duties as assigned.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related Essential/Non-essential Functions as required by the supervisor

I. SKILLS AND KNOWLEDGES:

Equipment:

Individual uses machines such as computers, hydraulic press, arc welder, oxygen-acetylene torch, portable generators and pumps, and truck cranes. Individual operates a sludge truck, sewer jet truck, skid loader, forklift, and man lift platform. Individual uses electronic devices such as volt meter, meggar, oscilloscope, flow meters, and automatic samplers. Individual uses hand tools such as circular saw, jigsaw, hacksaw, hammer, sledge hammer, and other equipment necessary to perform duties. Individual uses the following for safety protection: personal gas monitor, confined space equipment, arc flash suit, arc flash shield, safety rated leather gloves, safety glasses, hearing protection, hard hat, and fall protection equipment.

Critical Skills/Expertise:

- * Thorough knowledge of equipment, materials, tools, and standard practices of a variety of electrical and mechanical trades with particular emphasis on wastewater treatment operations;
- * Thorough knowledge of multiple computer operating systems and communication protocols for interfacing, and procedures for replacing internal hardware components, including but not limited to configuring software to work with components;
- * Thorough knowledge of specific computer languages needed to perform assigned tasks;
- * Ability to read, understand, and explain information gathered from technical manuals for hardware and software and manufacturers' technical bulletins for discovered "bugs" and "fixes";
- * Thorough knowledge of compliant measures required when dealing with the occupational health & safety administration standards connected with general maintenance operations including confined space, lock out/tag out, crane and hoist safety, and fall protection;
- * Thorough knowledge of arc flash regulations and compliance with the standards set forth in NFPA 70E standard for electrical safety in the workplace manual;
- * Thorough knowledge of applicable federal, state and local rules and regulations concerning water and wastewater issues;
- * Ability to distinguish the different locations of each facility in the sewer district and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- * Thorough knowledge of wastewater treatment processes and associated equipment;
- * Thorough knowledge of chemicals used in the wastewater treatment process;

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- * Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;
- * Ability to distinguish between the full ranges of colors in the color spectrum to work with electrical wiring;
- * Ability to troubleshoot controls and instrumentation throughout system;
- * Ability to determine faulty power and control devices in electrical panels;
- * Ability to read, interpret, troubleshoot from, and modify electrical schematics;
- * Ability to read and interpret plant electrical distribution diagrams;
- * Ability to program and troubleshoot spread spectrum radios;
- * Thorough knowledge of Variable Frequency Drives, Programmable Logic Controllers, and Motor Soft Starters;
- * Ability to troubleshoot motor starters, relays, motors, conveyers, and mixers;
- * Skilled in 480 volt 3 phase, 230 volt 3 phase, 230 volt 1 phase, 120 volt 1 phase, 24 volt AC, and 12 volt DC systems;
- * Thorough knowledge of parallel and series circuits;
- * Thorough knowledge of analog and digital controls and circuits;
- * Thorough knowledge of step-down, step-up, and isolation transformers;
- * Ability to insert control data information into spreadsheets for trending and tracking;
- * Thorough knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook; and
- * Following the Delaware County Employee Handbook, Policies and Procedures and Departmental SOP's (Standard Operating Procedures) is required.

Job Standards:

An Associates Degree in Electrical Engineering, or related field, plus five years of related work experience is required OR a High School diploma, or equivalent, plus eight to ten years of related work experience plus specialized electrical training with demonstrated ability to meet job functions. Individual must have a valid Ohio Driver's License, CDL Class B, and an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. All required licenses and certifications must be maintained as a continued condition of employment.

II. RESPONSIBILITY:

Individual is given general direction in following established practices and policies. Supervisor provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

III. PHYSICAL EFFORT

Physical Requirements:

Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds. Individual must be able to climb to and work effectively at heights in excess of (100) feet.

Physical Activity:

The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

Visual Activity:

Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

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IV. WORKING CONDITIONS

Job Location:

Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation. Individual must be able to climb to and work effectively at heights in excess of 100 feet.

V. PERSONAL WORK RELATIONSHIPS

Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public on service complaints and possible claims. Individual is responsible for maintaining a positive working relationship with supervisors, co-workers, subcontractors, and other departmental personnel.

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

RESOLUTION NO. 12-915

IN THE MATTER OF ADOPTING RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR:

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

WHEREAS, The Board of County Commissioners has passed Resolution No. 07-543 to reduce the real property tax collection rate from 2.8 mills to 1.8 mills, beginning with tax year 2008 for collection in year 2009 and thereafter for a continuing period of time, pursuant to R.C. 5705.313(A); and

WHEREAS, the Budget Commission of Delaware County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation;

THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further resolved, that there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

DELAWARE COUNTY TAX YEAR 2012	Amount		County Auditor's	
	Approved by	to Be Derived	Estimate of Tax Rate	
	Budget Commission	from levies	to be Levied	
FUND	Inside 10 M. Limitation	Outside 10 M. Limitation	Inside 10 M. Limit	Outside 10 M. Limit
General Fund	11,031,550		1.80	
Permanent Improvement Fund	612,866		0.10	
Developmental Disabilities Fund		12,870,178		2.10
9-1-1- Operations Fund		2,433,000		0.45
Senior Citizens		5,515,790		0.90
Debt Service		919,298		0.15
TOTAL	11,644,416	21,738,267	1.90	3.60

BE IT RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

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RESOLUTION NO. 12-916

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE FOR INDIGENT DEFENSE SERVICES FOR MUNICIPAL CODE VIOLATIONS (ASSIGNED COUNSEL SYSTEM):

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

WHEREAS, on September 12, 2011, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 11-967, approving an agreement with the City of Delaware for indigent defense services for municipal code violations (the "Agreement"); and

WHEREAS, pursuant to Section 3.1 of the Agreement, the Agreement may be renewed for additional one year terms upon proper resolution by each party agreeing to the one year extension and proper appropriation of funding for the new year;

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

Section 1. The Board hereby agrees to renew the Agreement, with proper appropriation of funding, for an additional one (1) year term, commencing on September 12, 2012 and ending September 12, 2013.

Section 2. The Board hereby directs the Clerk of the Board to cause copies of this Resolution to be delivered to the City of Delaware, 1 South Sandusky Street, Delaware, Ohio 43015, and the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215.

Section 3. This Resolution shall be effective immediately upon adoption.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-On Tuesday Will Attend A Family Children's First Council Meeting

Commissioner Thompson
-The All Horse Parade Was This Past Weekend

Commissioner Stapleton
-Work Session This Afternoon

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

1. Benefits; Representative From Preferred Benefits

2. Market Study

Signatures to follow next page

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Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners