

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 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. 12-970

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 24, 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 24, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

RESOLUTION NO. 12-971

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD SEPTEMBER 24, 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 work session on September 24, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous work session meeting.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-972

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0926, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0926:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0926, memo transfers in batch numbers MTAPR0926 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Commissioners	CSEA Indirect Cost	23711630-5380	\$ 14,000.00
Delaware Motive Parts	Facilities/Parts	10011105-5228	\$ 10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1205718	LIBERTY TWP FIRE DEPT	4TH QUARTER 2011	10011303 - 5345	\$55,087.70	0001
		EMS RUNS			
R1205759	POSTMASTER	POSTAGE FOR	66211901 - 5331	\$8,650.00	0001
		NOVEMBER 2012			
		SEWER BILLING			

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012

R1205813 QUALITY MASONRY CO REPAIR FOUNDATION 40111402 - 5328 \$8,990.00 0001
INC OF STEPS OLD JAIL

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

RESOLUTION NO. 12-973

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Dawn Huston and Gina Fasone attend an Ohio Public Employer Labor Relations Association Conference in Columbus, Ohio October 5, 2012; at the cost of \$350.00 (Fund Number 10011108).

The Child Support Enforcement Agency is requesting that Leslie Williams and Leslie Owens attend Paternity Training in Columbus, Ohio November 7, 2012, at no cost.

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

RESOLUTION NO. 12-974

IN THE MATTER OF A LIQUOR LICENSE TRANSFER REQUEST FROM JANICE M. BRADLEY DBA SCIOTA BAIT AND GROCERY TO E R A RENOVATION LLC. DBA SCIOTA BAIT AND GROCERY 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 Concord Township Trustees that E R A Renovation LLC DBA Sciota Bait and Grocery has requested a transfer of the C1 and C2 permits from Janice M Bradley DBA Sciota Bait and Grocery. Both of same address of 7775 Dublin Road Concord 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. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-975

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND HARLEM TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS GREEN COOK ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with the Harlem Township;

**COOPERATION AGREEMENT
Harlem Township and Delaware County
Green Cook Road Improvements Project**

HARLEM TOWNSHIP RESOLUTION NUMBER 12-9-19-T Date 9/9/12

DELAWARE COUNTY RESOLUTION NUMBER 12-975 Date 09/27/2012

Harlem Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Green Cook Road Improvement Project.

Harlem Township will provide funds totaling 13% of the cost of the Project. Such funds will come from the LO-3 fund.

Delaware County, through the County Engineer will provide matching funds totaling 13%, not to exceed the amount of funds provided by Harlem Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012

services at no cost to the Township.

Delaware County authorizes Harlem Township to be the lead applicant and to sign all necessary documents.

Harlem Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with the Harlem Township:

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

RESOLUTION NO. 12-976

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND PORTER TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS MOODY ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Porter Township;

**COOPERATION AGREEMENT
Porter Township and Delaware County
Moody Road Improvements Project**

PORTER TOWNSHIP RESOLUTION NUMBER 02-08-12 Date 8-31-12

DELAWARE COUNTY RESOLUTION NUMBER 12-976 Date 09/27/2012

Porter Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Moody Road Improvement Project.

Porter Township will provide funds totaling 13% of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide matching funds totaling 13%, not to exceed the amount of funds provided by Porter Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Porter Township to be the lead applicant and to sign all necessary documents.

Porter Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Porter Township.

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

RESOLUTION NO. 12-977

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND GENOA TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS MEDALLION ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Genoa Township;

COOPERATION AGREEMENT

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

**Genoa Township and Delaware County
Medallion Road Improvements Project**

GENOA TOWNSHIP RESOLUTION NUMBER 2012 09 04 Date 9/4/12

DELAWARE COUNTY RESOLUTION NUMBER 12-977 Date 9/27/2012

Genoa Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Medallion Road Improvement Project.

Genoa Township will provide funds totaling 13% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 13%, not to exceed the amount of funds provided by Genoa Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Genoa Township to be the lead applicant and to sign all necessary documents.

Genoa Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Genoa Township.

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

RESOLUTION NO. 12-978

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BERKSHIRE TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS BERKSHIRE ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with the Berkshire Township;

**COOPERATION AGREEMENT
Berkshire Township and Delaware County
Berkshire Road Improvements Project**

BERKSHIRE TOWNSHIP RESOLUTION NUMBER 12-8-11 Date 9-10-12

DELAWARE COUNTY RESOLUTION NUMBER 12-978 Date 09/27/12

Berkshire Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Berkshire Road Improvement Project.

Berkshire Township will provide funds totaling 16% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 16%, not to exceed the amount of funds provided by Berkshire Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Berkshire Township to be the lead applicant and to sign all necessary documents.

Berkshire Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Berkshire Township.

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

RESOLUTION NO. 12-979

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BERLIN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS DALE FORD ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berlin Township;

**COOPERATION AGREEMENT
Berlin Township and Delaware County
Dale Ford Road Improvements Project**

BERLIN TOWNSHIP RESOLUTION NUMBER 12-09-08 Date 9/10/11

DELAWARE COUNTY RESOLUTION NUMBER 12-979 Date 09/27/12

Berlin Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Dale Ford Road Improvement Project.

Berlin Township will provide funds totaling 13 % of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide matching funds totaling 13 %, not to exceed the amount of funds provided by Berlin Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Berlin Township to be the lead applicant and to sign all necessary documents.

Berlin Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Berlin Township.

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

RESOLUTION NO. 12-980

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BROWN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS SKINNER ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with the Brown Township;

**COOPERATION AGREEMENT
Brown Township and Delaware County
Skinner Road Improvements Project**

BROWN TOWNSHIP RESOLUTION NUMBER 2012-08-14-01 Date 08/14/2012

DELAWARE COUNTY RESOLUTION NUMBER 12-980 Date 09/27/12

Brown Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Skinner Road Improvement Project.

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012

Brown Township will provide funds totaling 13% of the cost of the Project. Such funds will come from the Road and Bridge fund.

Delaware County, through the County Engineer will provide matching funds totaling 13%, not to exceed the amount of funds provided by Brown Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Brown Township to be the lead applicant and to sign all necessary documents.

Brown Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Brown Township.

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

RESOLUTION NO. 12-981

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE TOWNSHIP, THE CITY OF DELAWARE AND DELAWARE COUNTY TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS POLLOCK AND ARMSTRONG ROAD IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with the Delaware Township and the City of Delaware:

**COOPERATION AGREEMENT
Delaware Township, the City of Delaware and Delaware County
Pollock and Armstrong Road Improvements**

DELAWARE TOWNSHIP RESOLUTION NUMBER 08-20-03 Date 08/20/12
CITY OF DELAWARE ORDINANCE NUMBER 12-36 Date 08/13/12
DELAWARE COUNTY RESOLUTION NUMBER 12-981 Date 09/27/12

Delaware Township, the City of Delaware and Delaware County, the Parties to the agreement, hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Pollock and Armstrong Road Improvements.

Delaware Township will provide funds totaling 19.7% of the cost of the Project. Such funds will come from the Gasoline Tax and Road and Bridges fund.

The City of Delaware will provide funds totaling 17.7% of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer's Grant Enhancement Program, will provide matching funds totaling 6.3% of the cost of the Project, not to exceed the amount of funds provided by Delaware Township or \$50,000, whichever is less. Such funds will come from the Road and Bridge General Fund Account (10040421). The County Engineer will also provide design and construction engineering at no cost to the Township or City.

Delaware County and the City of Delaware authorize Delaware Township to be the lead applicant and to sign all necessary documents.

Each party agrees to pay its percentage of Project costs as construction invoices are due.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with the Delaware Township and the City of Delaware.

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

RESOLUTION NO. 12-982

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND THE CITY OF DELAWARE TO SUBMIT AN APPLICATION TO THE OHIO

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012

PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS EXECUTIVE BOULEVARD, PENNSYLVANIA AVENUE AND STRATFORD ROAD RESURFACING:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with the City of Delaware;

**“COOPERATION AGREEMENT”
 CITY OF DELAWARE & DELAWARE COUNTY
 Executive Boulevard, Pennsylvania Avenue and Stratford Road Resurfacing**

DELAWARE CITY RESOLUTION NUMBER 12-37 DATE 9/12/12

DELAWARE COUNTY RESOLUTION NUMBER 12-982 DATE 09/27/12

Delaware City and Delaware County enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the Executive Boulevard, Pennsylvania Avenue and Stratford Road Resurfacing project.

Delaware City will provide funds equal to 42.2 percent of the total project cost. Such funds will come from the General fund.

Delaware County through the County Engineer will provide funds equal to 8.3 percent of the total project cost, not to exceed \$50,000. Such funds will come from the Road and Bridge Projects Fund (10040421).

Delaware County authorizes Delaware City to serve as lead applicant and to sign all necessary documents.

Delaware City agrees to pay its 42.2 percent of the cost as invoices are due.

Delaware County through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its 8.3 percent of the cost, not to exceed \$50,000, towards construction upon receipt of invoice from Delaware City.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with the City of Delaware.

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

RESOLUTION NO. 12-983

IN THE MATTER OF DECLARING THE NECESSITY FOR REPLACEMENT OF THREE BRIDGES ON TOWNSHIP ROAD 29 (ROSS ROAD) AND AUTHORIZING COMMISSIONER STAPLETON TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, Sections 5591.21 and 5591.23 of the Revised Code require that the Board of County Commissioners construct and keep in repair necessary bridges on improved roads and the approaches thereto; and,

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 three bridges located on Ross Road (Township Road 29) are in need of replacement and recommends that the Board proceed with an improvement of Ross Road including replacement of said bridges and reconstruction of the roadway approaches thereto; and,

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

WHEREAS, the infrastructure improvement herein above described is a qualified project under the OPWC programs;

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

Section 1: The public convenience and welfare require replacement of three bridges on Ross Road, numbered as follows: TR29-0561; TR29-0609; and TR29-0704; and, declares that the improvement known as “DEL-TR29-05.49 Ross Road Bridges” 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

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

construction and that no special levies or assessments shall be made to pay for the Improvement; and,

Section 3: Commissioner Dennis Stapleton is hereby authorized to apply to the OPWC for funds as described above; and,

Section 4: Commissioner Dennis Stapleton is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

RESOLUTION NO. 12-984

IN THE MATTER OF APPROVING A SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LAWYERS TITLE AGENCY OF DELAWARE, INC, TO PERFORM TITLE EXAMINATION SERVICES FOR DELAWARE COUNTY'S PARTICIPATION IN THE MOVING OHIO FORWARD GRANT PROGRAM:

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

Whereas, the Director of the Economic Development Department recommends approving the LAWYERS TITLE AGENCY OF DELAWARE, INC, Services Contract to perform title examination services for Delaware County's participation in the Moving Ohio Forward Grant Program;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Services Contract with LAWYERS TITLE AGENCY OF DELAWARE, INC.

**SERVICES CONTRACT
TITLE EXAMINATIONS – MOVING OHIO FORWARD GRANT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 27th 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 LAWYERS TITLE AGENCY OF DELAWARE, INC, 103 North Union Street, Delaware, Ohio 43015 ("Contractor") (hereinafter collectively referred to as the "Parties").

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Administrator 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)

The Contractor shall provide title examination services in furtherance of the County's participation in the Moving Ohio Forward Grant Program (the "Program") in accordance with the Contractor's Proposal, attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

The County shall pay the Contractor for the services provided as indicated in the Contractor's Proposal, provided however the total sum shall not exceed Twenty Five Thousand Dollars (\$25,000).

Section 5 – Payment

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

Section 6 – Term

This Agreement shall be in effect upon execution of this Agreement until the Program is completed or until the services have been completed, whichever occurs first.

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 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

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

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 for Subsection 7.1 and 7.2 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.
- 7.6 **Errors and Omissions**: Contractor shall maintain errors and omissions insurance of \$1,000,000 each occurrence, with a general aggregate of \$1,000,000.

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 there from, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Miscellaneous Terms & Conditions

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

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012

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 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 for the utilization of 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.

11.8 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 Abstain

RESOLUTION NO. 12-985

IN THE MATTER OF AUTHORIZING AN AGREEMENT BETWEEN THE OHIO REGIONAL DEVELOPMENT CORPORATION AND THE DELAWARE COUNTY COMMISSIONERS FOR THE UPDATING OF THE COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) POLICY AND PROCEDURE MANUAL FUNDED WITH THE CDBG FORMULA 2011 GRANT:

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

WHEREAS, the Community Housing Improvement Program is to provide funding for a community-wide approach to housing activities for low- and moderate-income persons; and

WHEREAS, all communities operating housing programs shall establish and have available for public inspection a set of policies and procedures governing the operation of its local program; and

WHEREAS, the manual will consist of policies and procedures for the implementation of the local housing programs, which must be consistent with all State and Federal regulations and policies; and

WHEREAS, Ohio Regional Development Corporation submitted a RFP/RFQ in the amount of \$2,400 to update the policies and procedure manual; and

WHEREAS, the Economic Development Director recommends hiring the Ohio Regional Development Corporation to update the manual.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners approves an Agreement with The Ohio Regional Development Corporation in an amount not to exceed Two Thousand Four Hundred Dollars (\$2,400), to update the County's CHIP Policy and Procedure Manual.

Section 2. That this resolution shall take effect and be in force immediately after its passage

AGREEMENT

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

Section 1 – Parties to the Agreement:

This Agreement is entered into this 27th day of September, 2012, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, OH 43015 (the “County”), and Ohio Regional Development Corporation., 120 ½ S. 4th Street, Coshocton, Ohio 43812, (“Consultant”).

Section 2 – Contract Administrator:

The County hereby designates the Delaware County Administrator as Administrator and agent of the County for all services performed under this Agreement. The Administrator shall have general supervision of the services and authority to order commencement or suspension of services.

Section 3 – Scope of Services:

Consultant shall provide services in accordance with its proposal dated September 5, 2012, which is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 4 – Compensation:

Compensation under this Agreement shall be as set forth in Exhibit A, for a total not to exceed Two Thousand Four Hundred Dollars and No Cents (\$2,400.00).

Section 5 – Payment:

Compensation shall be paid based upon invoices submitted to the Administrator by the Consultant on company letterhead clearly identified as an invoice with a sequential number provided. The County may request additional documentation substantiating said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay approved invoices within 30 days of receipt.

Section 6 – Completion of Work, Delays and Extensions:

All Work associated with this Agreement shall be completed by the Consultant no later than November 30, 2012. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for a time extension, and the Administrator may grant such an extension, provided the Consultant has adhered to all other terms of the Agreement.

Section 7 – Insurance:

- 7.1 General Liability Coverage: Ohio Regional Development Corporation 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 Workers’ Compensation Coverage: Consultant 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.
- 7.3 Additional Insured: The County, and its elected officials and employees, shall be named as additional insured with respect to all activities under this Agreement in the general liability policy required in Subsection 7.1.
- 7.4 Proof of Insurance: Prior to the commencement of any services under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insured in accordance with Subsection 7.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification:

The Consultant shall indemnify and hold free and harmless the County, and its elected officials and employees, and the Strand Cultural Arts Board, 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 proportional extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, 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 – Termination of Agreement:

The County may terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of services. The Consultant shall immediately terminate services and submit a final invoice within thirty (30) days of receiving the Notice of Termination for services 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 Agreement, 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 take effect only upon approval by both parties in writing.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

Section 11 – Ownership of Documents:

Upon completion or termination of the Agreement, the Consultant shall provide copies to the County of all documents created specifically for the purposes of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any tangible written or electronic work, whether complete or incomplete, produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Miscellaneous Terms & Conditions:

- 12.1 Prohibited Interests: Consultant 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. Consultant 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 project, without the prior express written consent of County.
- 12.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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. In the event of a conflict between the terms stated in this Agreement and the documents incorporated by reference, the terms stated in this Agreement shall take precedence.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 Non-Discrimination/Equal Opportunity: Consultant 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.

Consultant 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.

Consultant 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.

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

- 12.9 Independent Contractor: Consultant agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Consultant also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

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

RESOLUTION NO. 12-986

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY JC TRIVETT EXCAVATING FOR THE VILLAGE OF SUNBURY CDBG FORMULA 2011 ADA SIDEWALK IMPROVEMENTS:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, bids were received on September 13, 2012, from JC Trivett Excavating in the amount of \$17,909.55, Newcomer Concrete in the amount of \$24,994.60, and DL Smith Concrete and Design in the amount of \$19,242.50 for the Village of Sunbury ADA Sidewalk Improvements; and

WHEREAS, Wes Hall, the engineer for the Village of Sunbury, reviewed the bids, and the bid submitted by JC Trivett Excavating in the amount of \$17,909.55, has been determined to be the lowest and best bid; and

WHEREAS, the Director of the Economic Development Department recommends approval of this Resolution;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners awards the bid to, and approves the contract with, JC Trivett Excavating in the amount of \$17,909.55 for Village of Sunbury ADA Sidewalk Improvements.

Section 2. This Resolution shall take effect and be in force immediately after its passage.

CONTRACT

THIS AGREEMENT made this 27th day of September, 2012, by and among, JC Trivett Excavating a corporation organized and existing under the laws of the State of Ohio (hereinafter called the "Contractor"), and the Delaware County Commissioners (hereinafter called the "Owner"),

WITNESSETH, that the Contractor and the Owner for the consideration 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 Village of Sunbury ADA Sidewalk Improvements.

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: ADA curb ramp replacements at twelve locations on Sunbury Streets.

ARTICLE 2. The Contract Price.

The Contractor shall be paid 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 of up to Seventeen Thousand Nine Hundred and Nine Dollars and Fifty-Five Cents (\$17,909.55), 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 for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

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

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

Article 4. Miscellaneous Terms & Conditions

- 4.1 Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Contractor also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 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.
- 4.3 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.
- 4.4 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 to the fullest extent permissible under the law.
- 4.5 Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 4.6 Contractor shall indemnify and hold harmless the Owner and the Recipient, and their respective officers, agents and employees, from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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

RESOLUTION NO. 12-987

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends accepting the Retirement of Rhonda Leasure as an Employment Services Supervisor; effective September 21, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the Retirement of Rhonda Leasure as an Employment Services Supervisor; effective September 21, 2012.

The Director of Job and Family Services recommends a lateral move for Kim Graham to a Social Services Worker I Eligibility Specialist; effective November 5, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve a lateral move for Kim Graham to a Social Services Worker I Eligibility Specialist; effective November 5, 2012.

The Director of Job and Family Services recommends accepting the resignation of Shelene Williams as Social Service Worker III; effective October 5, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Shelene Williams as a Social Service Worker III; effective October 5, 2012.

The Interim Director of 911 Communications recommends accepting the request of Amanda Crist to move to a part-time Tele Communicator for 911 Communications; effective September 29, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the request of Amanda Crist to move to a part-time Tele Communicator for 911 Communications; effective September 29, 2012.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

The Director of Environmental Services recommends accepting the resignation of Brian McGinnis from the Sewer District; effective date September 30, 2012;

Therefore Be It Resolved, the Board of Commissioners accept the resignation of Brian McGinnis from the Sewer District; effective date September 30, 2012.

The Director of Job and Family Services recommends accepting the resignation of Michelle Trimmer with the JFS Department; effective September 26, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Michelle Trimmer with the JFS Department; effective September 26, 2012.

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

RESOLUTION NO. 12-988

IN THE MATTER OF APPROVING THE REQUEST FOR STATEMENT OF QUALIFICATIONS FOR ARCHITECTURAL/ENGINEERING CONSULTANTS SERVICES FOR A FACILITIES NEEDS ASSESSMENT AND PLAN FOR DELAWARE COUNTY, OHIO:

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

Whereas, the Manager of Facilities and The County Administrator recommend approval of the request for statement of qualifications for Architectural/Engineering Consultants Services for a Facilities Needs Assessment and Plan for Delaware County, Ohio;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the request for statement of qualifications for Architectural/Engineering Consultants Services for a Facilities Needs Assessment and Plan for Delaware County, Ohio.

**PUBLIC NOTICE
REQUEST FOR STATEMENT OF QUALIFICATIONS
ARCHITECTURAL / ENGINEERING CONSULTANTS SERVICES
FACILITIES NEEDS ASSESSMENT AND PLAN
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners, in accordance with Sections 153.65 to 153.70 of the Ohio Revised Code, wishes to receive Statements of Qualifications (SOQ) from experienced consultant firms to assist the County in the assessment of County facilities and planning for future needs. The work may involve, but may not be limited to, reviewing previous completed reports/plans, interviewing participating Elected Officials, Directors, and Office/Department Supervisors, and evaluating County facilities and properties to develop a needs assessment report and a ten-year facilities plan. Additional work may include developing a detailed database inventory of all County-owned and leased facilities and properties. The complete Request for Qualifications may be obtained off the internet at the County's web page, <http://www.co.delaware.oh.us> under the heading "Current Bids".

Statements of Qualifications will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015 until 4:00 PM on Thursday November 8, 2012. Five (5) copies of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

**REQUEST FOR STATEMENT OF QUALIFICATIONS
ARCHITECTURAL / ENGINEERING DESIGN CONSULTANTS SERVICES
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners is accepting Statements of Qualifications (SOQ) for the following project:

1. Project Name
Delaware County Facilities Needs Assessment and Ten-Year Plan.
2. Public Authority/Owner of Record
Delaware County Board of Commissioners.
3. Project Location
Delaware, Ohio
4. General Description
The Delaware County Board of Commissioners wishes to retain the services of a qualified consultant to provide a facilities needs assessment and ten year plan for the future needs of County Offices. Various studies and reports have been completed in the past and may be the foundation of the project. These reports include, but may

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

not be limited to, the Facilities Report from the 20/20 Committee (Nov, 97), Delaware County Judicial System Master Plan (Jun, 05), Program & Concept Design for the proposed Delaware County Courthouse (Jun, 08), Delaware County Jail Needs Assessment, and Master Plan for the Delaware County Public Safety Facility and Sheriff's Office (Jul, 10). Additional work may include developing a detailed database inventory of all County-owned and leased facilities and properties.

5. Budget
Funding for the project is to be determined.
6. Scope of Services
The anticipated scope of services are:
 - 6.1 Facilities needs assessment study to project and plan for the needs of each office for at least the next ten years. This should include, but may not be limited to;
 - Review of historical data, reports, and trends.
 - Interview participating Elected Officials, Directors and Department/Office Heads to understand their operational needs and space requirements. The anticipated list of office/officials are:
 - Auditor's Office
 - Board of Elections
 - Clerk of Courts
 - Common Pleas Courts
 - Juvenile/Probate Courts
 - County Coroner's Office
 - County Engineer's Office
 - County Prosecutor's Office
 - County Recorder's Office
 - County Sheriff's Office
 - County Treasurer's Office
 - Veterans Services Commission
 - Board of Commissioners
 - Administrative Services
 - Child Support Enforcement Agency
 - Code Compliance
 - Emergency Communications
 - Emergency Medical Services
 - Environmental Services
 - Facilities Management
 - Job & Family Services
 - Public Defender's Office
 - Evaluating current facilities and properties.
 - 6.2 Additional work may include developing a detailed database inventory of all County-owned and leased facilities and properties.
 - 6.3 Additional service may include the development of more detailed conceptual plans and estimates.
 - Per Sections 153.692 to 153.694 of the O.R.C., should the County use the Consultant to create preliminary criteria and design criteria for a project and they provide professional design services, that consultant shall not provide any design-build services pursuant to a design-build contract.
7. Content of Consultant's Statement of Qualifications
Statement of Qualifications should include, but is not limited to the following:
 - 7.1 Name of firm, address and telephone number.
 - 7.2 Names, qualification and experience of principals and key personnel who are to be assigned to the project. Provide detailed information on these individuals so as to indicate their availability to the project. This information should include, but is not limited to the following for each individual:
 - Number and type of projects in which individual are involved.
 - A graphical or tabular representation of hours available for key personnel.
 - 7.3 Number and composition of staff available for the project, including a table of organization. Composition should be broken into professional, sub-professional, technicians, administrative and clerical.
 - 7.4 Name of the responsible firm member and project manager.
 - 7.5 Listing of all sub-consultants whose qualifications are being used to obtain qualifications in any of the areas identified.
 - 7.6 A brief statement of the firm's intended approach to the project and the services the firm would recommend, including, but not limited to the services requested.
 - 7.7 A statement of the firm's overall operating philosophy and organizational characteristics.
 - 7.8 An outline of the firm's Quality Assurance or Quality Management Program.
 - 7.9 A list of projects completed within the last five (5) years.
8. Schedule
Work is to proceed expeditiously upon the approval of the contract.
9. Procedure for Submission
Statements of Qualifications will be received until 4:00 PM on Thursday, November 8, 2012 at:

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012**

Delaware County Commissioners' Office
101 North Sandusky Street
Delaware, Ohio 43015

Five (5) copies of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

10. Inquires

Requests for clarification from Delaware County shall be made only in writing. No other form for submitting clarifications is acceptable. Interested parties must submit all questions, in writing to:

Delaware County Commissioners
Attention: Jon Melvin, Manager of Facilities
1405 US RTE 23 North, Delaware, Ohio 43015
Fax: (740) 833-2279
Email: jmelvin@co.delaware.oh.us

Requests for clarification must be made at least seven (7) business days prior to the submission deadline date and time to be considered for a response.

Any information given concerning this RFQ will be furnished by written addendum only and promptly furnished to all other interested parties as an addendum or clarification. Oral instructions, given before the opening or the award of a contract, will not be binding. All addendums will be released via email and be posted to the Delaware County website: <http://www.co.delaware.oh.us/bidinfo.htm>. Those interested in submitting a response to this RFQ shall notify Delaware County by submitting a Letter of Intent to Submit. Interested parties shall monitor the web site for any addendums or clarifications to assure complete compliance with specifications, terms and conditions. Delaware County is not responsible for missed communications due to incorrect e-mail addresses, mailboxes that have exceeded their limit, or other e-mail or Internet service provider problems.

11. Public Record and Treatment of Confidential and Proprietary Information

Once Statements of Qualifications are opened, they are public records as defined in ORC §149.43 and are subject to all laws appurtenant thereto. All materials in the submittal will become the property of Delaware County and may be returned only at Delaware County's discretion. Submittal documents/materials submitted to Delaware County are public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC §149.93. Any portion of the submittal to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC §149.43.

12. Evaluation of SOQ

Statements of Qualifications will be evaluated on the following criteria:

- Competence of the firm to perform the required services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services.
- Ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required services competently and expeditiously
- Past performance of the firm as reflected by the evaluations of previous clients and with the Delaware County Board of Commissioners with respect to such factors as control of costs, quality of work, and meeting of deadlines.
- Location of the firm in relation to the project site.
- Any other relevant factors as determined by the public authority.

As required by the Ohio Revised Code Section 153.65 to 153.70, responding firms will be evaluated and ranked in order of their qualifications by a selection committee based on proposals and any conducted interviews. Dependant on the total number of proposals submitted, the selection committee may short list the top firms and conduct interviews with the short listed firms only. Upon ranking of at least the top three firms, Delaware County may enter into contract negotiations with the firm ranked most qualified. If no agreement can be reached with the first firm, Delaware County may enter into negotiations with the firm ranked to be the next most qualified firm.

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

RESOLUTION NO. 12-989

IN THE MATTER OF RENEWING THE CONTRACT FOR SNOW REMOVAL SERVICES FOR THE DELAWARE COUNTY:

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

WHEREAS, Delaware County awarded the bid and contracted with B & L Packrat LLC effective on November 1, 2009 for snow removal services; and

WHEREAS, per the terms of the bid contract, it may be renewed if agreed upon by both parties for two (2) additional

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 27, 2012

one (1) year periods; and

WHEREAS, B&L Packrat, LLC has submitted their desire to renew the contract with no change in the price;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the renewal of the contract with B&L Packrat, LLC, for snow removal services for Delaware County for the second one (1) year period at the current rates.

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

RESOLUTION NO. 12-990

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR COMMON PLEAS GUARDIAN AD LITEM AND TRANSFER OF APPROPRIATIONS FOR THE DATA CENTER DEPARTMENT:

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

Supplemental Appropriation		
28329206-5361	Common Pleas Guardian Ad Litem/Attorney Services	\$15,000.00
Transfer of Appropriation		
From	To	
20315101-5325	20315101-5220	\$3,700.00
DATA Processing Center/Main. Contracts	DATA Processing Center/Software	

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-No Additional Comments

Commissioner Thompson
-Snow And Salt Issues This Winter

Commissioner Stapleton
-No Additional Comments

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners