

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:

**Ken O'Brien, President
Gary Merrell, Commissioner**

Absent:

Dennis Stapleton, Vice President

RESOLUTION NO. 13-922

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 9, 2013:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 9, 2013; 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. Merrell Aye Mr. Stapleton Absent Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

PRESENTATION

**DAN SULLIVAN, President, HNS Sports Group
DANA MCDANIEL, Deputy Dublin City Manager/Director of Economic Development**

RESOLUTION NO. 13-923

IN THE MATTER OF APPROVING SPONSORSHIP OF THE PRESIDENTS CUP:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

WHEREAS, the 10th Presidents Cup match-play golf competition will take place October 1-6, 2013, at the Muirfield Village Golf Club in Delaware County and Muirfield Golf Club is only the third golf course in the United States to host this event and the first in the world to host The Presidents Cup, Ryder Cup and Solheim Cup; and

WHEREAS, the positive community exposure for Delaware County offered by this event is one of the best economic development tools we can employ to distinguish our County as a regional leader in the business community; and

WHEREAS, the PGA Tour projects a regional impact of more than \$45 million for the central Ohio region and will engage the services of the Delaware County Sheriff's Office and other service departments, including EMS and EMA personnel and equipment, to effectively operate the event, and the Central Ohio 20/20 Council will host a breakfast for potential and current CEOs intent on expanding business into our county; and

WHEREAS, the players do not receive prize money based on performance, but rather the sum total of proceeds generated goes to a successful event which in turn donates more than \$4 million to charities nominated by the players from both teams and Nationwide Children's Hospital will be at least one beneficiary; and

WHEREAS, this event will be broadcast in 225 countries and territories in nearly 800 million homes, Delaware County will be branded as a host for the event, along with community partners of the cities of Dublin and Columbus, Franklin County and the state of Ohio, and an estimated 18,000 regional citizens will attend every day, as well as offering thousands of fan experiences at the main gates; and

WHEREAS, the Delaware County Board of Commissioners has been offered an opportunity to represent Delaware County at several events, through the purchase of a sponsorship package at a cost of \$35,000;

Whereas, the County Administrator, the Director of Economic Development and the Communications and

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013**

Employee Relations Manager recommend support of Sponsorship Of The Presidents Cup;

THEREFORE, be it resolved that the Delaware County Board of Commissioners authorizes the County Administrator to execute this sponsorship agreement with the passage of this resolution.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 13-924

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

Transfer of Funds

From	To	
10011102-5801	21011113-4601	
Commissioners General/Transfers	Joint Economic Development/Interfund Revenue	35,000.00
Supplemental Appropriations		
21011113-5317	Joint Economic Development/Public Relations & Promotions	35,000.00

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Absent

RESOLUTION NO. 13-925

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0911:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0911, and Purchase Orders as listed below:

Number	Vendor Name	Line Description	Line Account	Amount
DRAINAGE MAINTENANCE- SERVICE AND CHARGES				
R1305431	BERLIN TOWNSHIP TRUSTEES	MIDWAY DITCH RETURN OVERPAYS	40311433-5319	\$6,021.19
ENVIRONMENTAL SERVICE - SERVICES AND CHARGES				
R1305379	ZASHIN & RICH CO LPA	UNION NEGOTIATIONS REGIONAL SEWER DISTRICT	66211901-5361	\$15,000.00
JOBS AND FAMILY SERVICE - SERVICES AND CHARGES				
R1305036	ADVANTAGE ADOPTION	RESIDENTIAL TREATMENT	22511607-5342	\$15,000.00
R1305380	BOARD OF DEVELOPMENTAL DISABILITIES	LOCAL CLUSTER DC	22511607-5342	\$39,810.60

Vote on Motion Mr. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-926

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve the following:

The Board of Commissioners is requesting that Si Kille attend the CCAO Budget Briefing at the Ohio 4-H Center on October 3, 2013 at the cost of \$15.20 (fund number 10011101).

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 13-927

IN THE MATTER OF A TRANSFER OF A LIQUOR LICENSE REQUEST FROM TARTAN FIELDS GOLF CLUB LTD TO CGPM MANAGERS II LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Merrell, seconded by Mr. O'Brien 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 CDPM Managers II LLC has requested a transfer D5, D6 permit located at 8070 Tartan Fields Drive, Dublin, OH 43017 and

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

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013**

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. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Absent

RESOLUTION NO. 13-928

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR CARRIAGE COVE:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve the following:

Whereas, Carriage Cove, LLC has submitted the Plat of Subdivision ("Plat") for Carriage Cove and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on April 1, 2013; and

Whereas, Del-Co Water Company has reviewed said plat for conformance to Del-Co Water's regulations and approved said Plat on April 3, 2013; 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 July 19, 2013; 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 5, 2013; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on September 6, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Carriage Cove

Carriage Cove

Situated In the State of Ohio, County of Delaware, Township of Liberty, Being Reserve B in Westchester Subdivision in Range 19 West, Township 3 North, Section 4, U.S.M. Lands as designated upon the recorded plat thereof, of record in Plat Book 7, Pages 151-154, Recorder's Office, Delaware County, Ohio and a portion of 49.545 acre tract of land (50.184 acres by recent survey) conveyed to Russell B. Stein and Barbara Jean Grippi by deeds of record in Deed Book 450, Page 601, and as Parcel 1 in Deed Book 450, Page 606, Recorder's Office, Delaware County, Ohio. Cost \$9.00

Vote on Motion Mr. Stapleton Absent Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-929

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR ELM VALLEY FIRE STATION:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve the following:

WHEREAS, on August 12, 2013, a Ditch Maintenance Petition for Elm Valley Fire Station 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 Elm Valley Fire Station located off of State Routes 42 and 229 in Oxford 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.

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013

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:

The cost of the drainage improvements is \$67,885.18. The drainage improvements are being constructed for the benefit of the lot being created in the subject site. The developed area of 3.03 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$22,404.34 per acre. An annual maintenance fee equal to 2% of this basis (\$448.08/ac) will be collected for each developed acre/lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,357.70 has been paid to Delaware County.

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. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 13-930

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR RIVER ROCK FARMS:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve the following:

WHEREAS, on August 30, 2013, a Ditch Maintenance Petition for River Rock Farms 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 River Rock Farms located off of Orange Road 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:

The cost of the drainage improvements is \$167,072.94 for the benefit of the lots being created in this subdivision. Seven lots are being created and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$23,867.56 per lot. An annual maintenance fee equal to 2% of this basis (\$477.35) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$3,341.46 has been paid to Delaware County, receipt of which is hereby acknowledged.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Absent Mr. O'Brien Aye

RESOLUTION NO. 13-931

**IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR SITE PLANS FOR TRAILS
END SECTION 1:**

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013**

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve the following agreement:

Whereas, as The Engineer recommends approving the Owner's Agreement For Site Plans for Trails End Section 1;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For Site Plans for Trails End Section 1:

Owner's Agreement for Site Plans for Trails End Section 1

**OWNER'S AGREEMENT
PROJECT NUMBER: 08017**

THIS AGREEMENT, executed on this 12th day of September 2013 between **EDWARDS LAND DEVELOPMENT COMPANY, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **TRAILS END SECTION 1**, further identified as Project Number 08017 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 1 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 **FIFTY THOUSAND DOLLARS (\$50,000)** 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 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,

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013**

to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

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

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

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

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

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$1,460,000
CONSTRUCTION BOND AMOUNT	\$1,460,000
MAINTENANCE BOND AMOUNT	\$ 146,000
INSPECTION FEE DEPOSIT	\$ 50,000

Vote on Motion Mr. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-932

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH BURGESS & NIPLE FOR THE PROJECT KNOWN AS CONSTRUCTION, INSPECTION, ADMINISTRATION AND TESTING SERVICES FOR DEL-CR124-1.88:

It was moved by Mr. Merrell, seconded by Mr. O’Brien to approve the following:

WHEREAS, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as CONSTRUCTION, INSPECTION, ADMINISTRATION AND TESTING FOR DEL-CR124-1.88; and

Whereas, the County Engineer has selected the consulting firm of Burgess & Niple through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for construction, inspection, administration and testing for DEL-CR124-1.88, and requests that the Board enter into Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Professional Services Contract is hereby approved:

PROFESSIONAL SERVICES CONTRACT
Construction, Inspection, Administration and Testing Services
DEL-CR124-1.88

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 12th day of September, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Burgess & Niple, 5085 Reed Road, Columbus, Ohio 43220 (“Consultant”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated August 16, 2013, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013**

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Fee shall not exceed Three Hundred Eighty Five Thousand Five Hundred dollars and zero cents (\$385,500.00) in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. 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 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

7.1 General Liability Coverage: Consultant 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: Consultant 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: 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.

7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

7.5 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. Consultant shall require all of its subcontractors to provide like endorsements.

7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, 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 required by Subsection 7.5. 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 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 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 – 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 Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant 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

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013**

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.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after 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 Agreement, without the prior express written consent of County.

13.2 **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.

13.3 **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.

13.4 **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.

13.5 **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.

13.6 **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.

13.7 **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.

13.8 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

13.9 **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.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013**

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.

13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 13-933

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS DEL-2013 DESIGN/BUILD BRIDGES REHABILITATIONS - REVISED - ADDENDUM #1, DEL-CR221-0.12 & DEL-CR182-0.53:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve the following:

**DEL-2013 DESIGN/BUILD BRIDGES REHABILITATIONS - REVISED - ADDENDUM #1,
DEL-CR221-0.12 & DEL-CR182-0.53
Bid Opening of August 27, 2013**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Double Z 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 Double Z for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction Company for the project known as DEL-2013 Design/Build Bridges Rehabilitations - REVISED - ADDENDUM #1, DEL-CR221-0.12 & DEL-CR182-0.53:

CONTRACT

THIS AGREEMENT is made this 12th day of September, 2013 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204**, 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-2013 Design/Build Bridge Rehabilitations – REVISED – ADDENDUM #1, DEL-CR221-0.12 & DEL-CR182-0.53**”, 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 **Four Hundred Ninety-Nine Thousand Nine Hundred Ninety-Two Dollars (\$499,992.00)**, subject to additions and deductions as provided in the Contract Documents.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013**

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. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Absent

RESOLUTION NO. 13-934

IN THE MATTER OF AUTHORIZING THE REBIDDING AND SETTING THE BID AND OPENING DATE FOR THE PROJECT KNOWN AS VILLAGE OF OSTRANDER NORTH STREET PAVEMENT OVERLAY AND SIDEWALK IMPROVEMENTS:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved Community Development Block Grant (CDBG) activity funding, per Resolutions 12-1361(CDBG Grant Agreement B-F-12-1AT-1 with the Ohio Development Services Agency) and 12-605 (authorizing use of Revolving Loan Funds), for Ashley street improvements (Grant Activity 1), Ostrander sidewalk improvements (Grant Activity 2), Shawnee Hills sidewalk improvements (Grant Activity 3), Galena public rehabilitation (Grant Activity 4), county-wide home repair (Grant Activity 5), and fair housing (Grant Activity 6); and

WHEREAS, the Delaware County Economic Development Director and the Ohio Regional Development Corporation ("Grant Consultant") have prepared all necessary bid documents for the project known as the Village of Ostrander North Street Pavement Overlay and Sidewalk Improvements (Grant Activity 2); and

WHEREAS, as of the bid closing date, September 6, 2013, no bids were received; and

WHEREAS, the village of Ostrander's project engineer estimates the project cost is \$101,830. Grant Agreement B-F-12-1AT-1, Grant Activity 2, authorizes Delaware County to fund \$25,000; and the village of Ostrander has obtained an Ohio Public Works Commission Grant of \$89,580 (total = \$114,580) ; and

WHEREAS, the Environmental Release of Funds acknowledgement from the Ohio Development Services Agency (ODSA) authorizing funding of Grant Activity 2 was approved by ODSA on April 4, 2013; and

WHEREAS, the Delaware County Economic Development Director and the Grant Consultant jointly recommend approving the re-bid documents and advertising for bids for the project.

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

Section 1: The re-bid documents for the project known as Village of Ostrander North Street Pavement Overlay and Sidewalk Improvements are hereby approved.

Section 2: The Delaware County Economic Development Director and Grant Consultant are authorized to advertise for (published on September 14 and 21; and placed on the County's website) and receive bids on behalf of the Board in accordance with the following Notice to Contractors:

NOTICE TO CONTRACTORS

Sealed bids for the Village of Ostrander, North Street Pavement Overlay and Sidewalk Improvements Project will be received by the Delaware County Commissioners at 101 North Sandusky Street, Delaware, OH 43015 until 11 a.m., October 2, 2013 and then at 11:01 a.m. at said office opened and read aloud.

A pre-bid meeting will be held at the same office in the Meeting Room on September 25, 2013 at 10:00 am. Potential bidders are encouraged but not required to attend.

**COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013**

Plans, Specifications, and bid forms may be secured at ARC Document Solutions. Prospective bidders may secure the plans, specifications and bid forms by emailing columbus.digital@e-arc.com with the subject line "Village of Ostrander, North Street Pavement Overlay and Sidewalk Improvements Project". Each prospective bidder should include their company name, address and contact information in the body of the email. Alternatively, prospective bidders may call (614) 224-5149 and ask to speak with Jay Condon, to secure the plans, specifications and bid forms. A nonrefundable fee of \$50 dollars will be required for each set of plans and specifications, checks made payable to ARC Columbus. The project includes more than 2200 square yards of pavement reconstruction, nearly 300 cubic yards of asphalt pavement placement, more than 400 linear feet of new sidewalk construction, and all items associated with such work.

Each bid must be accompanied by either a bid bond in an amount of 100% of the bid amount with a surety satisfactory to the aforesaid Delaware County or by certified check, cashiers- check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid Delaware County. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as Bid for Village of Ostrander, North Street Pavement Overlay and Sidewalk Improvements Project and mailed or delivered to:

Delaware County Commissioners
101 North Sandusky St
Delaware, OH 43015

The award of the contract shall be made to the lowest and best bidder. The County reserves the right to waive any informality or to reject any or all bids. Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

Engineer's Estimate: \$101,830.00

Publication Dates: September 14, 2013; September 21, 2013
Section 3. This resolution shall take effect and be in force immediately after its passage.

Vote on Motion Mr. Stapleton Absent Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-935

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve the following:

The Director of Emergency Communications recommends moving Joshua Loney from a Part-Time Intermittent Telecommunicator to a Part-Time Permanent Telecommunicator with 911; effective September 14, 2013.

Therefore Be it Resolved the Board of Commissioners approve moving Joshua Loney from a Part-Time Intermittent Telecommunicator to a Part-Time Permanent Telecommunicator with 911; effective September 14, 2013.

The Director of Emergency Communications recommends moving Christopher Mize from a Part-Time Intermittent Telecommunicator to a Part-Time Permanent Telecommunicator with 911; effective September 14, 2013.

Therefore Be it Resolved the Board of Commissioners approve moving Christopher Mize from a Part-Time Intermittent Telecommunicator to a Part-Time Permanent Telecommunicator with 911; effective September 14, 2013.

The Director of Emergency Communications recommends moving Marcus Chapman from a Part-Time Intermittent Telecommunicator to a Part-Time Permanent Telecommunicator with 911; effective September 14, 2013.

Therefore Be it Resolved the Board of Commissioners approve moving Marcus Chapman from a Part-Time Intermittent Telecommunicator to a Part-Time Permanent Telecommunicator with 911; effective September 14, 2013.

The Director of Emergency Communications recommends the transfer of Patrick Brandt from the Data Center (Auditor's) to the Emergency Communications Department; effective September 14, 2013.

Therefore Be it Resolved the Board of Commissioners approve the transfer of Patrick Brandt from the Data

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 2013

Center (Auditor) to the Emergency Communications Department; effective September 14, 2013.

Vote on Motion Mr. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-On Monday The Board Will Attend The Ceremony Designating A Portion Of Interstate 71 Within Delaware County, Ohio As The "Lee M. Rizor Memorial Highway"

Commissioner O'Brien

-Attend An Executive Family Children's First Council Meeting; The Director Is Retiring And There Is A Job Posting For Her Replacement

RESOLUTION NO. 13-936

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF DISMISSAL AND DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to adjourn into Executive Session at 10:39AM.

Vote on Motion Mr. Stapleton Absent Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-937

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:12AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 13-938

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to approve the following:

The Director of Environmental Services recommends accepting the resignation of Marty Bell with the Sewer District; effective date September 9, 2013;

Therefore Be It Resolved, the Board of Commissioners accept the resignation of Marty Bell with the Sewer District; effective date September 9, 2013.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Absent Mr. O'Brien Aye

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners