

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 16, 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

Dennis Stapleton, Vice President

Gary Merrell, Commissioner

1:30 PM Viewing And Public Hearing For Consideration Of The Wedgewood Place Section 1 Subdivision Drainage Petition Filed By Wedgewood Place Homeowners Association

RESOLUTION NO. 13-1284

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 12, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 12, 2013; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RETIREMENT RECOGNITION, E. CAROL MCGREGOR

RESOLUTION NO. 13-1285

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1213, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1213:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1213, memo transfers in batch numbers MTAPR1213:

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

RESOLUTION NO. 13-1286

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Mark Chandler, Ken Rosenbaum, John Feightner, Cory Smith and Kevin Brutchey attend a tour of the Alloway Facility (contract lab) in Marion Ohio of December 17, 2013 at no cost.

The Commissioners' Office is requesting that Commissioner O'Brien, Commissioner Stapleton, Commissioner Merrell, Gus Comstock and Jenna Jackson attend the Third Thursday Chamber Meeting in Delaware, Ohio December 19, 2013; at the cost of \$75.00 (fund number 10011102).

The Director of Emergency Medical Services is requesting that Daniel Boone attend an Environmental Health Training in ER in Anniston, AL from February 9-15, 2014 at no cost.

The Director of Emergency Medical Services is requesting that Daniel Boone attend a Radiological Emergency Response Operations class in Anniston, AL from March 23-29, 2014 at no cost.

The County Engineer is requesting that John Piccin attend various training and conferences (ODOT, CEOA, LTAP, etc) at various locations on various dates in 2014 at the cost of \$2000.00 (fund number 29214001).

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The County Engineer is requesting that Doug Riedel attend various training and conferences (ODOT, CEAO, LTAP, etc) at various locations on various dates in 2014 at the cost of \$1850.00 (fund number 29214001).

The County Engineer is requesting that Stephen Smith attend various training and conferences (ODOT, CEAO, LTAP, etc) at various locations on various dates in 2014 at the cost of \$2000.00 (fund number 29214001).

The County Engineer is requesting that Ryan Mraz attend various training and conferences (ODOT, CEAO, LTAP, etc) at various locations on various dates in 2014 at the cost of \$2000.00 (fund number 29214001).

The County Engineer is requesting that Andrew Fortman attend various training and conferences (ODOT, CEAO, LTAP, etc) at various locations on various dates in 2014 at the cost of \$1850.00 (fund number 29214001).

The County Engineer is requesting that Mike Love attend various training and conferences (ODOT, CEAO, LTAP, etc) at various locations on various dates in 2014 at the cost of \$1850.00 (fund number 29214001).

The County Engineer is requesting that Chris Bauserman attend various training and conferences (ODOT, CEAO, LTAP, etc) at various locations on various dates in 2014 at the cost of \$7700.00 (fund number 29214001).

The County Engineer is requesting that Rob Riley attend various training and conferences (ODOT, CEAO, LTAP, etc) at various locations on various dates in 2014 at the cost of \$2750.00 (fund number 29214001).

The County Engineer is requesting that Erik Mackling attend various training and conferences (ODOT, CEAO, LTAP, etc) at various locations on various dates in 2014 at the cost of \$1850.00 (fund number 29214001).

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

RESOLUTION NO. 13-1287

IN THE MATTER OF ACKNOWLEDGING RECEIPT THE ANNEXATION PETITION FROM AGENT FOR THE PETITIONERS, DARREN SHULMAN, REQUESTING ANNEXATION OF 11.051 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to acknowledge that on December 11, 2013, the Clerk to the Board of Commissioners received an annexation petition requesting to annex 11.051 acres from Liberty Township to the City of Delaware.

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

RESOLUTION NO. 13- 1288

IN THE MATTER OF ADOPTING A RESOLUTION OF NECESSITY TO LEVY A RENEWAL OF AN EXISTING TAX IN EXCESS OF THE TEN-MILL LIMITATION TO PROVIDE FOR THE BENEFIT OF THE DELAWARE GENERAL HEALTH DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 3709.29:

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

WHEREAS, the Delaware General Health District has certified to the Delaware County Board of Commissioners that the estimated amount of money necessary to meet the expenses of the Delaware General Health District program will not be forthcoming to the Board of Health out of the District health fund because the taxes within the ten-mill limitation will be insufficient; and

WHEREAS, based on the certification, the Delaware County Board of Commissioners shall declare by resolution that the amount of taxes that may be raised within the ten-mill limitation will be insufficient to provide for the necessary health programs and requirements of the Delaware General Health District, Delaware County, Ohio; and

WHEREAS, based on the certification, the Delaware County Board of Commissioners shall declare by resolution that it is necessary to levy a tax in excess of that ten-mill limitation for the purpose of providing sufficient funds to continue services and programs including the control of communicable diseases, protecting the health of infants, children, adults, and the elderly, environmental and food safety, nursing services, and health and AIDS education, said purposes being authorized by Chapter 3709 of the Ohio Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio ("Board"), two-thirds vote of all the members elected thereto concurring as follows:

- A. The amount of taxes that may be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the Delaware General Health District.

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- B. It is necessary to levy a tax in excess of that ten-mill limitation for the benefit of the Delaware General Health District, for the purpose of providing sufficient funds to continue services including the control of communicable diseases, protecting the health of infants, children, adults, and the elderly, environmental and food safety, nursing services, and health and AIDS education.
- C. The tax levy shall be a renewal of an existing tax.
- D. The tax levy shall be at a rate of seven tenths (0.7) mills for each one dollar of tax valuation, which amounts to seven cents (\$0.07) for each one hundred dollars of tax valuation. This rate is the same rate as the existing tax levy to be renewed.
- E. The tax levy will be for ten (10) years, commencing in 2014, first due in calendar year 2015.
- F. The question of such tax levy shall be submitted to the electors of Delaware County, Ohio at the primary election to be held therein on May 6, 2014.
- G. The tax shall take effect if approved by a majority of the electors voting thereon.
- H. The Board hereby requests that the Auditor of Delaware County, Ohio ("Auditor") certify to this Board the total current tax valuation of the Delaware General Health District, as well as the number of mills required to generate \$ N/A of revenue or the dollar amount of revenue that would be generated by the levy of seven tenths (0.7) mills, if said tax were approved by the electors.
- I. The Clerk of this Board of County Commissioners is hereby directed to certify a copy of this Resolution to the Auditor.

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

RESOLUTION NO. 13-1289

**IN THE MATTER OF REQUESTING AN ADVANCE PAYMENT OF FUNDS WHICH ARE
LAWFULLY APPLICABLE TO THE PURPOSES OF THE CURRENT FISCAL YEAR, IN
ACCORDANCE WITH R.C. § 321.34, ON BEHALF OF THE DELAWARE COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES:**

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

PREAMBLE

WHEREAS, pursuant to R.C. § 321.34, the county auditor shall, upon the request of local authorities, pay to any political subdivision or taxing district whose funds derived from taxes or other sources are payable by law to the county treasurer, any money that may be in the county treasury to the accounts of the local authorities, which are lawfully applicable to the purpose of the current fiscal year in which the request is made; and
WHEREAS, the Delaware County Board of Developmental Disabilities ("DCBDD") is presently in need of operating funds to be lawfully applied to the purposes of the current fiscal year; and,
WHEREAS, the DCBDD is a body of the county, rather than a separate political subdivision or taxing district; and
WHEREAS, the Delaware County Board of County Commissioners ("County Commissioners") is the political subdivision or taxing district through which the DCBDD must request and receive funding.

RESOLUTION

NOW THEREFORE BE IT RESOLVED BY THE BOARD:

1. The DCBDD is in need of an advance of tax monies which have been collected by the County on DCBDD's behalf;
2. The DCBDD's intent is to use the monies so requested for the purposes of the current fiscal year (2014);
3. The DCBDD hereby requests that the County Commissioners request, by resolution, that the County Auditor pay to the County Treasurer any tax monies which have been collected on DCBDD's behalf and which may be in the county treasury, so that those monies may be used by DCBDD to pay operational expenses for purposes of the current fiscal year (2014).

Voted on and signed this 21st day of November, 2013 by the Board of Developmental Disabilities, in Delaware County, Ohio.

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

RESOLUTION NO. 13-1290

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR MIRASOL SECTION 1:

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

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Whereas, as The Engineer recommends approving the Owner's Agreement for Mirasol Section 1;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Mirasol Section 1

Owner's Agreement for Mirasol Section 1

OWNER'S AGREEMENT

PROJECT NUMBER: 13005

THIS AGREEMENT, executed on this 16th day of December 2013 between **ROMANELLI AND HUGHES**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **MIRASOL SECTION 1**, further identified as Project Number 13005, is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 2 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-SEVEN THOUSAND NINE HUNDRED DOLLARS (\$47,900)** 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, 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**

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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	\$598,200
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 59,800
INSPECTION FEE DEPOSIT	\$ 47,900

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

RESOLUTION NO. 13-1291

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND FOR HIGHLAND LAKES NORTH SECTION 5, PHASE 4:

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

Highland Lakes North Section 5, Phase 4

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Owner's Agreement, The Engineer recommends that the maintenance bond be set at **\$9,500** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A Bond in that amount is in place.

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

RESOLUTION NO. 13-1292

IN THE MATTER OF APPROVING CONTRACT MODIFICATION NUMBER 4 (PRELIMINARY ENGINEERING – PART 4 [MINOR PDP STEPS 5-8]) BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND URS CORPORATION – OHIO FOR DEL-CR10-0.00 SOUTH OLD STATE ROAD IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the Contract Modification Number 4 (Preliminary Engineering – Part 4 (Minor PDP Steps 5-8) between the Delaware County Board of Commissioners and URS Corporation – Ohio for DEL-CR10-0.00 South Old State Road Improvements;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Contract Modification Number 4 (Preliminary Engineering – Part 4 [Minor PDP Steps 5-8) between the Delaware Board of Commissioners and URS Corporation – Ohio, for DEL-CR10-0.00 South Old State Road Improvements;

**PROFESSIONAL SERVICES CONTRACT
MODIFICATION #4
DEL-CR10-0.00 SOUTH OLD STATE ROAD IMPROVEMENTS
FINAL ENGINEERING – PART 4 (Minor PDP Steps 5-8) Modifications**

Section 1 – Parties to the Agreement

This Modification #4 to the Agreement dated May 10, 2010, is made and entered into this 16TH day of December, 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 URS Corporation - Ohio ("Consultant"). This Modification #4 is made pursuant to Section 10 of the Agreement, of which this Modification #4 shall be made a part.

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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 of Work.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services for the project known as DEL-CR10 South Old State Road Improvements, (Final Engineering – Steps 5-8 Modifications) including those services listed in the Scope of Services agreed upon by the County and Consultant and the Price Proposal for Minor PDP Steps 5-8 (modified and agreed to herein), 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 generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Work performed under this Modification #4 shall be based on a lump sum fee not to exceed Two Hundred Ninety Eight Thousand Three Hundred Thirty Six Dollars (\$298,336.00) as detailed in the October 28, 2013 revised date cost proposal submittal. Compensation for those tasks listed in the Price Proposal shall constitute full payment for all labor, equipment and materials required to complete those tasks.

The new total contract amount is therefore \$1,717,610 (\$191,335 [Steps 1-2] + \$290,000 [Modification #1] + \$478,654 [Modification #2] + \$459,285 [Modification #3] + \$298,336 [Modification #4])

Section 5 – Payment

Compensation shall be paid based no more than once monthly and shall be based on the Consultant's cost to date in accordance with the Consultant's Price Proposal, determined by the Consultant and approved by the Administrator. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. Consultant shall not commence any "If Authorized" task until written authorization for such work is provided by the County. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. Invoices are due and payable 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 in a timely manner. 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 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 Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, 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,

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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 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

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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.

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 Aye

RESOLUTION NO. 13-1293

IN THE MATTER OF APPROVING A RETURN OF CASH ADVANCE FOR THE HOME ROAD, S.R. 257 AND SECTION LINE ROAD INTERSECTION IMPROVEMENTS PROJECT:

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

Return of Advance

29440425-8501	10040421-8401	1,000,000.00
Home Rd and SR257 Intersection/PY Advance Out	Road & Bridge Projects/PY Advance In	

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

RESOLUTION NO. 13-1294

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Sheriff’s Office to expend county monies for the purchase of new cruisers;

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

WHEREAS, pursuant to section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in Program contracts if the Board can purchase those supplies or services

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from the other party upon equivalent terms, conditions, and specification but at a lower price than it can through the Program contract;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of new automobiles to be used by the County Sheriff or his employees for the following reasons: (1) existing cruisers have reached the end of their useful service lives; (2) new cruisers are necessary to provide safe and reliable transportation for the County Sheriff and his employees; and (3) new cruisers will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby approves the purchase of two (2) 2014 Jeep Patriot vehicles at a cost of \$19,098.00 per vehicle from Charlie’s Dodge Inc. and declares that the purchase of said vehicles shall be in accordance with the State of Ohio’s cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901514, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 3. The Board hereby authorizes the purchase of seven (7) 2014 Ford Utility Police Interceptors at a cost of \$31,700.00 per vehicle from Statewide Ford Lincoln Mercury, upon the terms, conditions, and specifications of State of Ohio STS Contract #RS901214.

Section 4. The Board hereby authorizes the purchase of two (2) 2014 Ford Utility Police Interceptors (K-9 ready) at a cost of \$35,659.00 per vehicle from Statewide Ford Lincoln Mercury, upon the terms, conditions, and specifications of State of Ohio STS Contract #RS901214.

Section 5. The Board hereby authorizes the Sheriff’s Office to initiate the necessary purchase order(s) to one or more approved vendors and hereby approves the purchase order(s) from fund number 10031301-5450.

Section 6. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

Vote on Motion Mr. Stapleton Aye Mr. O’Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-1295

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE, OBSOLETE, OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, AND WHICH HAS AN ESTIMATED FAIR MARKET VALUE OF \$2500.00 OR LESS, AND DESIGNATING THE PERSONAL PROPERTY FOR DONATION PURSUANT TO THE DELAWARE COUNTY DONATION PROGRAM:

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

WHEREAS, section 307.12(B) of the Revised Code provides that Ohio counties may establish programs for the donation to any 501(c)(3) organization, as described in 26 U.S.C. Sections 501(a) and 501(c)(3), that is exempt from federal taxation and that is located in the State of Ohio, personal property of the county which is not needed for public use, obsolete, or unfit for the use for which it was acquired, and which has an estimated fair market value of \$2500.00 or less; and

WHEREAS, in Resolution No. 13-1097 the Delaware County Board of Commissioners (the “Board”) established the Delaware County Donation Program; and

WHEREAS, Delaware County has personal property that is not needed for public use, obsolete, or unfit for the use for which it was acquired and which has an estimated fair market value of \$2500.00 or less; and

WHEREAS, such property is not appropriate to be disposed of by internet auction or other similar means but would be appropriate for donation to eligible non-profit organizations; and

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

Section 1. The Board hereby declares that the following property is unneeded, obsolete, or unfit for the use for which it was acquired and that the property has an estimated fair market value of \$2500.00 or less:

- 1 Blackberry Curve Model 8350i
- 10 Sprint HTC model
- 1 Nextel/Motorola i576
- 1 Nextel/Motorola i686
- 2 Nextel/Motorola i580
- 3 Nextel/Motorola i570

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8 LG Optimus
4 HTC Evo
6 Blackeberry Curve
Misc Phone accessories

The Board hereby declares that this property shall be designated for donation pursuant to the Delaware County Donation Program.

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

RESOLUTION NO. 13-1296

RESOLUTION OF NECESSITY FOR THE PURCHASE OF A MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of two (2) emergency response vehicles; and

WHEREAS, these emergency response vehicles for Delaware County EMS are necessary to ensure that a sufficient number of vehicles are maintained to provide daily coverage; and

WHEREAS, the Board previously approved soliciting and now has received bids for two (2) Chevrolet Tahoe four-wheel drive, four-door commercial CK-10706 vehicles; and

WHEREAS, after carefully reviewing the bids received, the Chief of EMS recommends that the bid submitted by Byers Chevrolet, Columbus, Ohio be determined to be the lowest and best bid;

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

Section 1: The Board hereby determines that the bid submitted by Byers Chevrolet, Columbus, Ohio is the lowest and best bid, awards the contract to Byers Chevrolet, Columbus, Ohio, and approves a purchase order in the amount of \$60,900.00 to Byers Chevrolet, Columbus, Ohio.

Section 2: The Board hereby approves the purchase and accompanying purchase order for the necessary lettering and safety striping from Columbus Signworks, LLC, at a cost not to exceed \$2200., the purchase and accompanying purchase order for the necessary radio communications equipment from Motorola not to exceed \$7000., and the purchase and accompanying purchase order for the installation of electronics and emergency safety warning equipment from Public Safety Concepts at a cost not to exceed \$14,500.

Section 3. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 13-1297

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Of 911 Communications recommend the promotion of Jennifer Keck to a Tour Commander with 911 Communications; effective January 4, 2014;

Therefore Be It Resolved, the Board Of Commissioners approve the promotion of Jennifer Keck to a Tour Commander with 911 Communications; effective January 4, 2014.

The Manager of the Maintenance Department is recommends accepting the voluntary resignation of Joanne Bierce from the Maintenance Department; effective November 25, 2013.

Therefore Be it Resolved, the Board of Commissioners approve the voluntary resignation of Joanne Bierce from the Maintenance Department; effective November 25, 2013.

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

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**DISCUSSION ON RESOLUTION DELEGATING AUTHORITY TO THE COUNTY
ADMINISTRATOR AND OTHER STAFF FOR CERTAIN ADMINISTRATIVE MATTERS**

COMMISSIONERS' COMMITTEES REPORTS

**Commissioner Merrell,
-No Reports**

**Commissioner Stapleton,
-Interested In A Follow-Up Discussion On The Natural Gas Purchase Program Of The CCAO Service Corporation And That Program Does Not Need To Be Tied To The Request For The Electrical Programs
-Concerns On Who May And May Not Be Attending A Future Meeting With People From The Simon/Tanger Outlet Mall Project**

The Board Further Discussed Topic Of Meeting With The Simon/Tanger Outlet Mall Project

**Commissioner O'Brien,
-Regional Planning Meeting On Thursday**

RESOLUTION NO. 13-1298

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE
BARGAINING:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 10:30AM.

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

RESOLUTION NO. 13-1299

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:05 AM.

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

**RECESS AT 11:08AM/RECONVENE AT 1:35PM (ON DELWOOD DRIVE, (IN THE VICINITY OF
3930 DELWOOD DRIVE) POWELL, OHIO 43065)**

IN THE FIELD:

**Viewing For Consideration Of The Wedgewood Place Section 1 Subdivision Drainage Petition Filed By
Wedgewood Place Homeowners Association**

On Monday December 16, 2013, at 1:30PM (near the vicinity of 3930 Delwood Drive Powell, Ohio 43065) The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

**Commissioners Present: Ken O'Brien, President; Dennis Stapleton, Vice President and Gary Merrell,
Commissioner**

On September 24, 2013 a drainage petition for the Wedgewood Place Section 1 Subdivision was filed with the Board of County Commissioners to 1) To replace, repair or alter the existing improvements as required and to maintain this improvement per engineering plan. 2. In Delaware County, Liberty Township, in Wedgewood Place Section 1 generally following the existing course and terrain of the improvement in the subdivision.

The Commissioners:

- viewed maps of area (current drainage infrastructure has a dry retention basin and a wet retention basin)
- landowners mentioned a church outside the watershed area that previously caused concerns and started the HOA looking at this process
- SWCD does not have a muskrat control program, but the maintenance program will repair damage to the system caused by animals
- 4 factors determine possible assessment: acres benefited, land use, percent of improvement used; remote factor
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- not aware of any major maintenance concerns at this time
- keep tile area to a good and sufficient outlet

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

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SIGN-IN SHEET FOR DECEMBER 16, 2013

1:30 PM Viewing And For Consideration Of The Wedgewood Place Section 1 Subdivision Drainage Petition Filed By Wedgewood Place Homeowners Association

NAME	ADDRESS
Larry Stedley	SWCD
Brett Bergerford	DCEO
Bonnie Dalley	SWCD
Drew O'Brien	County Comm
Tom Sparks	Home/Owner
Ch. M. Richards	3239 Wedgewood Place
Jay Merrell	Commissioner
MATT STAMP	3911 WEDGEWOOD PLACE
John & Susan Councilor	3914 WEDGEWOOD PLACE
Ken O'Brien	181 W. Sanderson
Teri Morjan	Commissioner
Jennifer Walraven	Clerk to Board

There being no further business, the meeting adjourned.

 Gary Merrell

 Ken O'Brien

 Dennis Stapleton

 Jennifer Walraven, Clerk to the Commissioners