

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 24, 2014

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

Present:
Gary Merrell, President
Ken O’Brien, Commissioner

Absent:
Dennis Stapleton, Vice President

RESOLUTION NO. 14-333

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 20, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on March 20, 2014; 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 Absent Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-334

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0321:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0321 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
P1402330	United Methodist Children’s /Residential	22511607-5342	\$ 40,000.00
P1401371	Suburban Gas	66211904-5338	\$ 8,000.00

PR	Vendor Name	Line Description	Line Account	Amount
Number				
– SERVICE AND CHARGES				
R1403116	UNIVERSAL ENTERPRISES INC	NORTHPOINTE ROOFTOP REPAIR	40111402-5328	\$10,561.08

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

RESOLUTION NO. 14-335

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Record’s Center is requesting that Christine Shaw attend an Ohio County Archivists and Records Managers Association Meeting at the Ohio Historical Society on April 11, 2014; at the cost of \$42.00 (fund number 10011103)

Environmental Services is requesting that Lucas Baird and Kris Fluty attend a Pump Repair and Maintenance Seminar in Columbus, Ohio on April 2-3, 2014 at a cost of \$2,020.00 from org key 66211901-5305.

Environmental Services is requesting that Anthony Cooper attend the Alloway Hands-On Operator Training in Marion, Ohio on April 10, 2014 at a cost of \$29.00 from org key 66211901-5305.

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Environmental Services is requesting that Kevin Brutchey and John Darrough attend the Alloway Hands-On Operator Training in Lima, Ohio on April 16, 2014 at a cost of \$58.00 from org key 66211901-5305.

Environmental Services is requesting that John Feightner attend the Alloway Conservation Summit in Lima, Ohio on April 30, 2014 at a cost of \$89.00 from org key 66211901-5305.

Environmental Services is requesting that Mark Chandler, Ricky Thomas and Brian Rammelsburg attend the OWEA 2014 Collection System Specialty Workshop in Lewis Center, Ohio on May 1, 2014 at a cost of \$525.00 from org key 66211901-5305.

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

RESOLUTION NO. 14-336

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM
AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF 183.912
ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to acknowledge that on March 19, 2014, the Clerk to the Board of Commissioners received an annexation petition request to annex 183.912 acres from Berkshire Township to the Village of Sunbury.

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

RESOLUTION NO. 14-337

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR SANCTUARY AT THE LAKES,
SECTIONS 2, 3, & 4:

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

Whereas, as The Engineer recommends approving the Owner’s Agreement for Sanctuary at the Lakes, Section 2, 3 & 4;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Sanctuary at the Lakes, Section 2, 3 & 4:

Owner’s Agreement for Sanctuary at the Lakes, Sections 2, 3, & 4:

OWNER’S AGREEMENT
FOR
PRE-GRADE IMPROVEMENTS

THIS AGREEMENT made and entered into this 24th day of March 2014 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I HOMES**, hereinafter called the **OWNER**, as evidenced by the Pre-grade Construction Plan entitled “**Sanctuary at the Lakes, Sections 2, 3 & 4 – Pre-grading**” which was approved by the County Engineer on March 3, 2014, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expenses of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWO HUNDRED THOUSAND TWO HUNDRED DOLLARS (\$200,200)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “*Delaware County Engineering and Surveying Standards for Subdivision Development*” and the current “*Subdivision Regulations of Delaware County, Ohio*”.
- 4) The **OWNER** shall deposit **SIXTEEN THOUSAND DOLLARS (\$16,000)**, made payable to the Delaware County Engineer, estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **OWNER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**. Bond release will be contingent upon satisfactory completion of all items in of the approved plans.
- 6) The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.

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- 7) The **OWNER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 9) If the **OWNER** should 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**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 14-338

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U14-018	Del-Co Water	Bale Kenyon Road	Install road bore
U14-019	Wide Open West	Green Meadows Drive	Bury fiber optic cable

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

RESOLUTION NO. 14-339

IN THE MATTER OF DECLARING NECESSITY FOR IMPROVEMENTS TO LEWIS CENTER AND AFRICA ROAD INTERSECTION AND APPROVING PLANS, SPECIFICATIONS AND ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR 106-4.37, LEWIS CENTER ROAD AND AFRICA ROAD INTERSECTION PROJECT:

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

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

Whereas the County Engineer has determined that for safety reasons and flow of traffic due to existing traffic conditions, the intersection of County Road 106 (Lewis Center Road) and County Road 21 (Africa Road) needs improvement by widening the pavement to provide turn lanes and a traffic signal and recommends that the Board proceed with Improvements thereof, and;

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

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$1,870,000.

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

Section 1: The public convenience, safety and welfare require the widening of pavement to provide turn lanes and traffic signal at the intersection of County Road 106 (Lewis Center Road) and County Road 21 (Africa Road) and that the Improvement known as DEL-CR 106-4.37, Lewis Center Road and Africa Road Intersection Project be initiated for such purpose, and;

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

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Section 3: The plans, specifications and estimate for the project known as DEL-CR 106-4.37, Lewis Center Road and Africa Road Intersection Project are hereby approved, and;

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

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. on Tuesday, April 15, 2014, at which time they will be publicly opened and read aloud, for the project known as:

DEL-CR 106-4.37
Lewis Center Road and Africa Road Intersection Project

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-CR 106-4.37". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

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

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices."

The Owner requires that all work associated with the project be completed before September 19, 2014. The estimated commencement of work date is April 21, 2014.

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

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

Delaware Gazette Advertisement Dates: March 28, 2014

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

RESOLUTION NO. 14-340

IN THE MATTER OF APPROVING CONTRACT MODIFICATION NUMBER 2 FOR DEL-CR215-0.00 PANHANDLE ROAD BRIDGE OVER THE OLENTANGY RIVER:

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

Whereas, the County Engineer recommends approval of Contract Modification Number 2 between the Delaware County Board of Commissioners and DLZ Ohio, Inc. for the project known as DEL-CR215-0.00 Panhandle Road Bridge over the Olentangy River;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve Contract Modification Number 2 between the Delaware County Board of Commissioners and DLZ Ohio, Inc. for the project known as DEL-CR215-0.00 Panhandle Road Bridge over the Olentangy River as follows:

**PROFESSIONAL SERVICES CONTRACT
MODIFICATION #2
DEL-CR215-0.00 PANHANDLE ROAD BRIDGE OVER THE OLENTANGY RIVER
FINAL ENGINEERING – PART 2 (Minor PDP Steps 5-9)**

Section 1 – Parties to the Agreement

This Modification #2 to the Agreement dated November 22, 2010, is made and entered into this 24th day of March, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky

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Street, Delaware, Ohio 43015 ("County"), and the firm of DLZ Ohio, Inc. 6121 Huntley Road, Columbus, Ohio 43229 ("Consultant"). This Modification #2 is made pursuant to Section 10 of the Agreement, of which this Modification #2 shall be made a part.

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 services for the project known as DEL-CR215-0.00 Panhandle Road Bridge over the Olentangy River, (Final Engineering – Part 2) including those services listed in the Scope of Services agreed upon by the County and Consultant (last revision dated February 3, 2014) and the Price Proposal for Minor PDP Steps 5-9 (last revision dated February 3, 2014), by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional engineering standards.

Section 4 – Compensation

Compensation for Work performed under this Modification #2 shall be in accordance with the aforesaid Scope of Services and Price Proposal and shall be based on a lump sum base fee not to exceed Two Hundred One Thousand Ninety Five Dollars (\$201,095.00) with "If Authorized" tasks not to exceed Seventeen Thousand Eight Hundred Twenty Eight Dollars (\$17,828.00) as listed in the aforementioned Price Proposal. 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 \$562,511 (\$65,019 [Steps 1-2] + \$278,569 [Modification #1] + 218,923 [Modification #2])

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 – 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. Consultant shall not proceed with Work on "If Authorized" tasks without written authorization from the Administrator. 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 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

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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 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

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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.

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

RESOLUTION NO. 14-341

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH SERVICES FOR DETAINEES OF THE DELAWARE COUNTY JAIL BETWEEN DELAWARE COUNTY AND CORRECTIONAL HEALTHCARE COMPANIES, INC.:

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

Whereas, the Sheriff's Office and Staff recommend approval of an amendment to the agreement for Inmate Health Services for detainees of the Delaware County Jail between Delaware County And Correctional Healthcare Companies, Inc.;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the amendment to the agreement for Inmate Health Services for detainees of the Delaware County Jail between Delaware County And Correctional Healthcare Companies, Inc..

**FIRST AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT DELAWARE COUNTY, OHIO
(Effective April 1, 2014)**

This is the First Amendment to the Agreement for Inmate Health Care Services at Delaware County, Ohio effective March 1, 2012 through February 28, 2015 (hereinafter "AGREEMENT") between Correctional Healthcare Companies, Inc., (hereinafter "CHC") and Delaware County, Ohio (hereinafter the "COUNTY").

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NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that effective April 1, 2014, Paragraphs 2.0.1 and 8.0.2 of the AGREEMENT shall be deleted and amended to state as follows:

2.0.1 A total of 212 hours per week of Licensed Practical Nurse services to be assigned by CHC.

8.0.2 YEAR 3. ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to CHC under this AGREEMENT is Five Hundred Forty-Six Thousand Three Hundred Twenty Dollars and fifty-two cents (\$546,320.52) for a period of twelve (12) months. Each monthly payment shall be at Forty-Five Thousand Five Hundred Twenty-Six Dollars and seventy-one cents (\$45,526.71), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on the 1st day of April, 2014 for services administered in the month of April, 2014. Each monthly payment thereafter is to be paid by the COUNTY to CHC before or on the day of the month of the month of service.

Except for the provisions amended by this document, all other provisions of the AGREEMENT shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

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

RESOLUTION NO. 14-342

IN THE MATTER OF ACCEPTING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY TRANSIT BOARD:

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

Whereas the Director of Delaware County Job and Family Services recommends the approval of the following contract;

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

2014 CONTRACT FOR PURCHASE OF
TRANSPORTATION SERVICES
BETWEEN
THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE DELAWARE COUNTY TRANSIT BOARD

This Contract is entered into this 1st day of April 2014 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Transit Board (hereinafter “DCTB”), whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter individually “Party”, collectively “Parties.”)

1. PURPOSE OF CONTRACT: The purpose of this Contract is to state the covenants and conditions under which the DCTB will provide specific transportation services to referred individuals.
2. TERM: This Contract will be effective from April 1, 2014, or upon the date the last party signs the Contract, through March 31, 2015 inclusive unless otherwise terminated. DCDJFS shall have the option to extend the contract an additional 12 months through March 31, 2016 by submitting a 30 day written notice to DCTB.
3. SCOPE OF SERVICES: DCTB maintains a public transportation system that provides transportation services. DCTB shall provide demand response transportation services to DCDJFS clients (e. g. transport DCDJFS clients to and/or from locations as prearranged and specified by DCDJFS) (“Transportation Services”). DCDJFS clients receiving such Transportation Services shall be referred to DCTB by DCDJFS and shall receive authorization from DCDJFS for Transportations Services. DCTB shall use its own vehicles to provide such Transportation Services. Additional services as provided herein may be rendered at an additional charge to DCDJFS.
4. REMUNERATION: In exchange for providing such Transportation Services, DCDJFS shall pay DCTB by fixed unit rate and charges. The rates and charges shall be by person traveling and shall be as follows:

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Standard Rates

- Demand Response:
 - Within Delaware City
 - 1 Passenger \$11.00 per trip
 - Up to 2 companions No Charge
 - More than 2 companions \$5.50 per companion
 - Within Delaware County (origin or destination is outside of Delaware City)
 - Passenger \$2.80 / mile
 - Up to 2 companions No Charge
 - More than 2 companions \$1.40 / mile per companion
 - Within State of Ohio (origin or destination is outside of Delaware County)
 - 1 or more Passengers \$57.75 per hour

Additional Service Charges

- Fuel Service Charge \$0.05 per loaded mile
 - Additional Door to Door Transportation: \$ 7.50 per trip
 - Other Necessary Passenger Assistance: \$ 7.50 per trip
 - Service Time Charge (wait time): \$ 14.50 per 15 minutes
 - Personal Care Attendant (PCA or AIDE) No Charge
- DATA’s General Public No-Show Cancellation Policy Applies to all transportation
- Cancellations: \$11.00 / day
 - No Show/Dead Run: \$2.80 / mile

Unless otherwise agreed between the Parties, DCDJFS shall not be required to pay and the DCTB understands and agrees that DCDJFS will not pay any administrative costs or fees or other charges beyond the fees negotiated in this Contract.

DCTB will segregate charges for cancellations, no-shows, and dead runs on the monthly invoice from regular trip charges to give improved visibility of these charges and to make it easier for DCDJFS to allocate appropriate funds for these charges.

5. ADDITIONAL SERVICES:

For demand response service, DCTB may, upon prior approval of DCDJFS, provide additional services within DCTB’s policies such as but not limited to:

- a) Wait Time (beyond DCTB’s policy of scheduled time) at either the origin or destination point
- b) Rider assistance in excess of immediate boarding or alighting vehicle
- c) Any actual time incurred as a result of the necessity for the driver to leave the vehicle.
- d) Other services on an individual basis as agreed by DCTB and the DCDJFS.

6. INVOICE: DCTB shall within thirty (30) days of the end of each month submit to DCDJFS a proper detailed invoice covering purchased services rendered to eligible individuals. For each service provided that is covered by this Contract, such invoice shall include, but is not limited to, monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the fees negotiated and established in this Contract.

DCTB shall provide DCDJFS both a printed paper copy and an electronic copy of the monthly invoice(s) with supporting trip/charges detail in MS Excel file format

Before making payment, DCDJFS will review invoices for completeness and all necessary information. Defective invoices shall be returned to the DCTB noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

The DCDJFS shall have thirty (30) days after receipt of a proper, complete, and accurate invoice from the DCTB to pay such invoice.

The date of the warrant issued in payment shall be considered the date payment is made.

Payment shall not be initiated before a proper, complete, and accurate invoice is received by the DCDJFS.

7. AUDIT: All reported expenditures are subject to audit by appropriate federal, state, or local officials and/or their appointed representatives.

8. MAXIMUM AMOUNT OF REMUNERATION UNDER CONTRACT: The total amount of remuneration paid under this Contract shall not exceed One Hundred and Seventy Thousand Dollars and No Cents (\$170,000.00).

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9. AVAILABILITY OF FUNDS: The DCTB understands and agrees that payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of federal, state, and local funding. In the event that federal, state, and/or local funding is no longer available to the DCDJFS, the DCTB understands that changes and/or termination of this Contract will be required and/or necessary. Such changes and/or termination will be effective on the date that the federal, state and/or local funding is no longer available, or later as otherwise agreed by the Parties.

10. DUPLICATE BILLING: DCTB warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by DCTB to other sources of funds for the same services. The DCTB agrees to pay DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.

11. REFERRAL AND MONITORING PROCEDURES:

A. DCDJFS Responsibilities:

- i. Email or Call referral to DCTB at least twenty-four (24) hours prior to the time service is needed, except in emergency.
- ii. Provide information concerning:
 - a. When- time, date,
 - b. Place- pick up and destination,
 - c. Client name and applicable program,
 - d. Which clients should have verification of their attendance at an appointment.
- iii. Provide authorizations for individuals requiring Transportation Services. The authorization will include the name(s) of the person(s) to be transported, the origin point, the destination point, the date and time the transportation is to occur, and any other special instructions or special services that are needed.
- iv. Due to scheduling requirements, authorizations must be received by 12:00 noon for trips for the next business day. Authorizations received after this time may result in DCTB's inability to adequately provide the Transportation Services. The requesting DCDJFS case worker and his/her supervisor will be notified if any of these trips can not be accommodated so that other arrangements can be made.
- v. Provide both telephonic and written confirmation of any changes to the authorization at least 24 hours in advance of effective change.
- vi. Provide both telephone and written notice of any changes in ridership or times.

B. DCTB Responsibilities:

- i. Provide Transportation Services on a pre-arranged schedule within DCTB's operating days, times, service area, and established rules.
- ii. Provide demand response Transportation Service.
- iii. Provide services within the time lines given.
- iv. Schedule transportation based on authorization by DCDJFS and availability of DCTB vehicles.
- v. Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.
- vi. Consult with appropriate staff on transportation issues concerning individual clients.
- vii. Keep accurate records of services and send a monthly statement of services provided and charges.
- viii. Immediately notify the DCDJFS supervisor or the DCDJFS director of any accident or incident, no matter how minor, that involves a client covered by this contract. DCDJFS will give DCTB a list of contact numbers to use should such notification be required.
- ix. Maintain adequate insurance on all vehicles.
- x. Maintain vehicles and equipment in good operating order.
- xi. Ensure that all wheelchairs are properly tied down.

12. NON-EXCLUSIVITY: DCTB is a public transportation system. This Contract does not provide exclusive transportation to DCDJFS clients. Individuals from the general public or other contracted clients may also at times be passengers in the vehicle during the transportation of DCDJFS clients.

13. EXCLUSION OF DISRUPTIVE PASSENGERS: DCTB reserves the right to refuse or deny Transportation Services to any individual as a result of disruptive and/or unacceptable behavior or any other reason that DCTB determines may cause an unsafe transportation environment.

14. INDEPENDENT CONTRACTORS: The DCTB understands and agrees that the DCTB shall act as and provide Transportation Services under this contract for DCDJFS as an independent contractor and, as such, is not an employee of DCDJFS or the Ohio Department of Job and Family Services. As an independent contractor, the DCTB understands and agrees that it is not entitled to any of the benefits of employment particular to the DCDJFS or the Ohio Department of Jobs and Family Services, and to the extent that DCTB employees are public employees and entitled to benefits as such, those benefits are covered through their employment by DCTB.

15. LICENSES: DCTB certifies that at all times throughout the life of this Contract that all drivers providing Transportation Services pursuant to this Contract have a valid, current, and appropriate Ohio operators (drivers)

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license. DCTB also certifies that it holds all approvals, licenses, and/or other qualifications necessary in and for the performance of the services provided pursuant to this Contract and to conduct business in Ohio. DCTB further certifies that such approvals, licenses, and/or other qualifications are current and valid and shall remain as such throughout the life of this Contract.

16. **FINANCIAL RECORDS:** The DCTB shall maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such reports shall be subject to and made available at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

17. **AVAILABILITY AND RETENTION OF RECORDS:** At any time, during regular business hours, with reasonable notice and as often as the DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by the DCDJFS may deem necessary, DCTB shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. The DCDJFS and the above named parties shall be permitted by DCTB to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

DCTB understands and agrees that it shall maintain and preserve in its possession for a period of six (6) years from the date of the termination of this Contract and/or the submission of the final expenditure report, whichever is later, all financial records related to this Contract, including, but not limited to, any and all documentation used by the DCTB in the administration of the program and delivery of services. Likewise, the DCTB understands and agrees that it shall assure the maintenance and preservation of such records and documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the DCDJFS.

If any litigation, action, claim, negotiation, audit, or other action involving this Contract has been initiated, filed, or started before the expiration of the six (6) year period, the DCTB understands and agrees that it shall maintain and preserve all records and documents related to the performance of this Contract and shall assure that any such records or documents in the possession of a third party are maintained and preserved until the final completion of the litigation, action, claim, negotiation, audit, or other action and all issues which arise or are connected to such are resolved or until the end of the six (6) year period, whichever is later.

18. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Each Party understands and agrees to individually accept responsibility for and shall be responsible for receiving, replying to, paying for, and/or complying with any audit exception which is the result of that party's own actions and/or for which that party is responsible. Such audit exceptions shall be issued by appropriate local, state, or federal auditing authority and shall be related to the provision of services under this Contract.

19. **SAFEGUARDING OF CLIENT:** DCTB understands and agrees that any and all information the DCTB receives from DCDJFS or by other means concerning individuals eligible for services under this Contract and/or information concerning any clients of DCDJFS, no matter the nature, is, with the exception of statistical information, strictly confidential. All names shall be strictly confidential. The DCTB further understands and agrees that any disbursement, use or disclosure of such information is prohibited, except upon the written consent of the eligible individual or his responsible parent or guardian, and may result in the termination of this Contract.

20. **CIVIL RIGHTS:** DCDJFS and DCTB agree that as a condition of this contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the DCTB will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

21. **PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:**

The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Contract. The Parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Contract.

22. **INSURANCE:**

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The DCTB shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance and vehicle insurance or similar coverage through the Ohio Transit Risk Pool as will protect it and the Board, DCDJFS, Delaware County and their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Contract, including the use of vehicles in connection therewith.

Prior to commencement of this Contract, the DCTB shall present to DCDJFS current certificates of insurance or proof of coverage, and shall maintain current such insurance or coverage during the term of this Contract. The insurance company or risk sharing pool needs to be identified for each insurance policy and/or coverage. The certificates of insurance and/or proof of coverage are to be signed by a person authorized by the insurance company or risk sharing pool to bind coverage on its behalf. All insurance and/or coverage shall be written by insurance companies or risk sharing pools licensed to do business in the State of Ohio. Additionally, any risk sharing pool shall be authorized by statute to provide coverage to DCTB.

23. TERMINATION:

A. Termination for the Convenience:

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. The DCTB shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the DCTB shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by DCDJFS shall be authorized in writing and signed by an authorized DCDJFS representative.

24. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The DCTB agrees to make all Transportation Services and/or other services or programs provided pursuant this Contract available to disabled and/or handicapped individuals. The DCTB agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the DCDJFS of Health and Human Services and termination of this Contract.

25. AMENDMENT OF CONTRACT: This Contract may be amended at any time by a written amendment signed by the Parties.

26. RESOLUTION OF DISAGREEMENT: DCDJFS and the DCTB agree to the following hierarchy in resolving disagreements related to this contract:

Level I: DCDJFS Supervisor/DCTB Executive Director

Level II: DCDJFS Director/DCTB

27. DRUG FREE ENVIRONMENT: The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free environment policy. The Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

28. NOTICES: All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered or sent via certified mail, return receipt requested, reputable nationally known overnight courier, return receipt requested, or facsimile to the following individuals and /or entities at the following addresses and shall be effective on the date received:

WHEREAS, the Regional Sewer District operates various facilities such as treatment plants and pump stations that require the use of supervisory control and data acquisition (SCADA); and

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WHEREAS, the County's SCADA system requires annual maintenance; and

WHEREAS, there is also need for emergency technical support for the SCADA system; and

WHEREAS, the Sanitary Engineer recommends the Board enter into a one-year contract with Status, Control, and Integration, Inc. for the needed maintenance and emergency on-call technical support.

NOW THEREFORE, be it resolved that The Board approve the following "Agreement" with Status, Control, and Integration, Inc. for SCADA Integration Services.

**DELAWARE COUNTY REGIONAL SEWER DISTRICT
SCADA INTEGRATION SERVICES CONTRACT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 24th day of March, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Status, Control and Integration, Inc. 8555 McCann Road Kensington, Ohio 44427 ("Contractor").

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, contract services in accordance with the Scope of Services attached hereto (Exhibit "A") and, by this reference, hereby made part of this Agreement (hereinafter "the Scope"). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 – Compensation

The Board and Contractor agree that labor rates detailed in (Exhibit "A") will be used to invoice the County for all work performed. All work shall be billed using the actual time and materials accrued as the basis of payment. The Contractor agrees that a maximum multiplier of 1.10 will be used to establish billable values for any material or subcontractor required to perform the work as directed by the County. The Contractor agrees that the above referenced invoices shall be supplied to the Regional Sewer District within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not exceed \$15,000.00 annually in billable services to the County for each plant (ACWRF and OECC) without prior written authorization from the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

Section 5 – Payment

Compensation shall be paid as follows, \$15,000.00 shall be paid upon execution of agreement, \$7,500.00 shall be paid upon completion of first scheduled service visit and the remaining \$7,500.00 shall be paid upon completion of the second service visit. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of contract and continuing for the following 12 months. .

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this

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Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 11.7 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

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

The County is a public employer as defined in R.C. § 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Contractor for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

FURTHERMORE, Be It Resolved that "The Board" approves a purchase order with Status Control, and Integration, Inc. in the amount of \$30,000.00 with \$15,000.00 being from org key 66211903-5328 and \$15,000.00 being from org key 66211904-5328.

Exhibit A

Status, Control and Integration, Inc.
January 27, 2014
Delaware County Regional Sewer District
50 Channing St.
Delaware, Ohio 43015

Attention: Maintenance Supervisor Dale Davis ddavis@co.delaware.oh.us Phone: 614-436-5079 Fax: 614-436-3547
Subject: ACWRF Service Contract for 1 Year from Date of Acceptance
Service Contract

DELAWARE COUNTY ACWRFOH-14
AND

DELAWARE COUNTY OECCOH-14

This service contract is between Status, Control and Integration, Inc. and the Delaware County Board of Commissioners for work at:

Alum Creek Water Reclamation Facility (ACWRF)
7767 Walker Woods Blvd, Lewis Center, OH 43035

and

The Olentangy Environmental Control Center (OECC)
10333 Olentangy River Road, Powell, Ohio 43965

and is brought into effect starting with Date of Acceptance of the Agreement for the period of 1 year, for the purpose of checking and maintaining the Allen-Bradley PLC-5 control system and the Intellution SCADA monitoring system. We programmed the PLC-5, Intellution SCADA system, and developed the control strategies for the plant. We also designed the Radio communication system between OECC, ACWRF, and ACPS which the county has now taken over and expanded.

We are pleased to provide a quote on the following basic and additional, "if authorized" services:
Basic Scope of Services

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1. Two visits (including travel time) by two technicians for two days, maximum 8-hours/day onsite to perform PLC and computer refinements such as screen and database modifications per operator’s request list/SCI improvements and install current software patches. These visits will be coordinated with plant management and spaced at four to five month intervals. Refinements and additions to the system programming will be completed as much as possible off-site, to limit the operational impact to the control system. All expenses involving materials will be extra.
2. Technical support via telephone during regular business hours (M-F 9:00A.M. to 5:00 P.M.) is included under contract. There will be no extra charge for Email correspondences. Questions will be directed to the addresses below (eugene@eohio.net, kentnova@eohio.net).
3. Emergency Response Visit Requests- One Emergency Response Visit will be included if needed at no additional charge. A qualifying Emergency Response Visit Request is when the Allen Bradley PLC System will not logically control the plant. This is usually in conjunction with a fault light on the processor or other Remote I/O cards. A visit within 24 Hours will happen under these conditions.

Additional Services (If Authorized by County)

4. Calls after 6 P.M. M-F, and calls anytime Saturday or Sunday will be billed at a rate of \$95/Hr. with a one-hour minimum charge unless falling under “Emergency Response Visit Request” as described below. Remote access support and work will be counted toward item 1 above.
5. All other non-emergency situations will be responded to within 48 hours to schedule a visit. Any additional requested visits will be billed at a discounted Base rate of \$95.00 per man-hour port to port, minimum 4 hours. Travel time is included. This rate applies only while under a service contract.
- Rate Schedule:
- Scheduled service- Base rate
 - Non-Scheduled, Non Emergency service, Overtime- 1½ x Base Rate
 - Emergency Service & Holidays- 2x Base Rate

Qualifying scheduled service will be requested no less than 1 week advanced notice.
Any expenses involving materials will be extra. Materials will be sold with 10% markup plus any shipping and emergency expediting required.

One purpose of this contract is to maintain a long term consultable relationship.

We maintain support contracts with Rockwell (PLCs, VFDs, MCCs) and GE (SCADA Software) so you are getting their support as well as our onsite presents, knowledge of your plant and operators, our 25+ years of water and waste water experience, and our IT skills. Rockwell is currently charging approx. \$2K/day/man plus expenses.

This offer remains valid for 30 days; acceptance thereafter is subject to our approval. Terms of payment within 30 days of coverage start date.

Total Price of Work Described Above for ACWRF:	\$ 15,000
Total Price of Work Described Above for OECC:	\$ 15,000
Total Price of Work:	\$ 30,000

Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye	Mr. Stapleton	Absent
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RESOLUTION NO. 14-345

IN THE MATTER OF AWARDING A CONTRACT TO SHROCK PREMIER CUSTOM CONSTRUCTION LLC, FOR RESIDENTIAL DEMOLITION 2014 WITH FUNDING FROM THE DELAWARE COUNTY RESIDENTIAL DEMOLITION – MOVING OHIO FORWARD 2014 GRANT:

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

WHEREAS, Ohio Regional Development Corp. solicited quotes from demolition contractors on behalf of Delaware County; and

WHEREAS, bids were opened on March 5, 2014, from and in the amount of:

Shrock Premier Custom Construction LLC	\$94,800.00
Master Renovations	\$99,000.00
Mark Finchum Excavating	\$111,850.00
Doug Schnees Excavating	\$132,460.00
Moore Demolition	\$145,500.00; and

WHEREAS, the Economic Development Director, and the Ohio Regional Development Corporation reviewed the bids and recommend the bid submitted by Shrock Premier Custom Construction LLC as the lowest and best bid; and

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

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Section 1. The Board hereby awards the contract to and approves the contract with Shrock Premier Custom Construction LLC in the amount of \$94,800.00.

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

CONTRACT AGREEMENT

THIS AGREEMENT made this 24th day of March, 2014, by and between Shrock Premier Custom Construction, LLC hereinafter called the "Contractor" and The Delaware County Board of Commissioners hereinafter called the "Owner".

WITNESSETH, that 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 demolition of the project; namely, Residential Demolition 2014, and required supplemental work for the (none) all in strict accordance with the Contract Documents including all addenda thereto, numbered, dated, and dated all as prepared by Ohio Regional Development Corp. acting and in these Contract documents preparation, referred to as the "Engineer".

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 Ninety Four Thousand Eight Hundred Dollars (\$94,800) subject to additions and deductions as provided in Article 10 of the General Conditions.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Notice to Contractors
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions
- g. Special Conditions
- h. Section G. Requirements
- i. Scope of Work and Specifications

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. Stapleton Absent Mr. O'Brien Aye

RESOLUTION NO. 14-346

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE VILLAGE OF ASHLEY TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2013:

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 14-286; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 19, 2014; and

WHEREAS, the Village of Ashley TIRC recommends:

Village of Ashley TIRC recommends:
Community Reinvestment Area 041-02582-01
Residential: Continue all residential abatements

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report (now done

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electronically) on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

Section 1. The Board hereby accepts the TIRC’s recommendations.

Section 2. The Board directs the Economic Development Director to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 14-347

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE BERLIN TOWNSHIP TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2013:

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 14-286; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 19, 2014; and

WHEREAS, the Berlin Township TIRC recommends:

Berlin Township TIRC recommends:
Enterprise Zone 247 C (Berlin Township)
 None
Community Reinvestment Area 041-05788-02
 None

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report (now done electronically) on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

Section 1. The Board hereby accepts the TIRC’s recommendations.

Section 2. The Board directs the Economic Development Director to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 14-348

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE LIBERTY AND BERLIN TOWNSHIPS TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2013:

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 14-286; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 19, 2014; and

WHEREAS, the Liberty and Berlin Townships Township TIRC recommends:

Berlin and Liberty Townships TIRC recommends:

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Enterprise Zone 247 C (Berlin and Liberty Townships)
None
Community Reinvestment Area 041-05788-01
P&D Builders: Continue 2008 – 2018 Agreement (45 jobs/300%; \$3.5 million payroll/475%); school compensation current

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report (now done electronically) on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

- Section 1. The Board hereby accepts the TIRC’s recommendations.
- Section 2. The Board directs the Economic Development Director to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.
- Section 3. The Board hereby thanks the members of the TIRCs for their service.
- Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 14-349

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE LIBERTY TOWNSHIP TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2013:

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 14-286; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 19, 2014; and

WHEREAS, the Liberty Township TIRC recommends:

Liberty Township TIRC recommends:
Enterprise Zone 247 C (Liberty Township)
CitiCorp North America (personal property): Continue 2006 Agreement
Community Reinvestment Area 041-05788-01
CitiCorp North America (real property): Continue 2006 – 2022 Agreement (56 jobs/102%; \$3.7 million payroll/132%); school compensation current
State Auto: Continue 2008 - 2021 Agreement (14 jobs/140%; \$735,000 payroll/163%); school compensation current

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report (now done electronically) on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

- Section 1. The Board hereby accepts the TIRC’s recommendations.
- Section 2. The Board directs the Economic Development Director to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.
- Section 3. The Board hereby thanks the members of the TIRC for their service.
- Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 14-350

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE ORANGE TOWNSHIP TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2013:

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 14-286; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 19, 2014; and

WHEREAS, the Orange Township TIRC recommends:

Orange Township TIRC recommends:

Enterprise Zone 247C

None

Community Reinvestment Area 041-58618-01

Menards: Continue 2012 – 2024 Agreement (opened June 2013; 109 jobs/121%; \$1.4m payroll/70%, only six months payroll; \$0 towards maximum \$1m in foregone taxes)

Tax Increment Financing Districts

Olentangy Crossings 2004: Compliant (Bond payments current; \$1.75 million public infrastructure improvement bond in repayment by Delaware County; 2013 revenue: \$116,786; 2012 payments: \$114,805; bond matures in 2027)

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report (now done electronically) on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

Section 1. The Board hereby accepts the TIRC’s recommendations.

Section 2. The Board directs the Economic Development Director to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 14-351

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE VILLAGE OF SHAWNEE HILLS TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2013:

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 14-286; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 19, 2014; and

WHEREAS, the Village of Shawnee Hills TIRC recommends:

Village of Shawnee Hills TIRC recommends:

Tax Increment Financing District

TIF District 2002: Compliant (Shawnee Hills funds projects as revenue allows; 2013 revenue: \$11,967/ 2013 payments: \$0; 30 years)

TIF District 2010: Compliant (Shawnee Hills funds projects as revenue allows; 2013 revenue: \$931/ 2013 payments: \$0; 30 years)

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report (now done electronically) on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

Section 1. The Board hereby accepts the TIRC’s recommendations.

Section 2. The Board directs the Economic Development Director to file all information required by the State of

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Ohio to the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 14-352

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE VILLAGE OF SUNBURY
TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2013:

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 14-286; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 19, 2014; and

WHEREAS, the Village of Sunbury TIRC recommends:

Village of Sunbury TIRC recommends:

Enterprise Zone 220C

American Showa 2004 – 2015 R&D: Continue Agreement (40 jobs/148%; \$2.1 million payroll/430%)

American Showa 2006 - 2016 Expansion: Continue Agreement (657 jobs/95%; \$2.8 million payroll/115%)

Community Reinvestment Area 041-75602-01

None

Tax Increment Financing Districts

Sunbury Mills Plaza 2008: Compliant (\$1 million in public infrastructure improvement bonds in repayment by Sunbury; 2013 revenue: \$53,909/ 2013 payments: \$18,698; bonds mature in 2028 and 2029). Bond payments current.

American Showa Project 2006: Compliant (\$104,000 public infrastructure improvement bond in repayment by Sunbury; 2013 revenue: \$4881/2013 payments: \$1944; bond matures in 2027). Bond payments current.

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report (now done electronically) on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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

Section 1. The Board hereby accepts the TIRC's recommendations.

Section 2. The Board directs the Economic Development Director to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRC for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 14-353

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Administrative Services and the Records Center Manager recommend accepting the resignation of Darlene Tommelleo as the Record's Technician; effective March 21, 2014;

Therefore the Board of Commissioners accept the resignation of Darlene Tommelleo as the Record's Technician; effective March 21, 2014.

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

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RESOLUTION NO. 14-354

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriations						
66311901-5728	Bond Service Fund/Legal Fees & Other Exp Bond					188,139.92
Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye	Mr. Stapleton	Absent

ADMINISTRATOR REPORTS

Tim Hansley
-There is a new tentative date for the 36/37 & I-71 interchange partnership meeting; April 9th in the evening

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-Attended the Health Department’s accreditation ceremony on Friday

Commissioner Merrell
- Attended the Health Department’s accreditation ceremony on Friday. The Health Department should be very proud. They are third in the state.
-Concerning the 911 discussion held during session last Thursday; A courtesy email to the 911 Board would be good to let them know the intent of our bid to Morrow County

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

Stephanie Frank Scribner
Council Coordinator
Delaware County Family and Children First Council

Gary Merrell

Ken O’Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners