

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 21, 2014

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

Present:
Gary Merrell, President
Dennis Stapleton, Vice President
Ken O'Brien, Commissioner

RESOLUTION NO. 14-438

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 14, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 14, 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 Aye Mr. O'Brien Aye

RESOLUTION NO. 14-439

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD APRIL 14, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a work session on April 14, 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 work session is completely and accurately captured in the electronic record of those proceedings;

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-440

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0418 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0418:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0418 and Procurement Card Payments in batch number PCAPR0418 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Xylem	Raw Pump- East Alum Creek	66211904-5450	\$8,000.00
Ozonla	Parts for UV For OECC	66211903-5201	\$10,000.00
C&C Electric	Motor Repair Sewer District	66211903-5328	\$5,000.00
C&C Electric	Motor Repair Sewer District	66211904-5328	\$5,000.00
Hondros College	Education reimbursement JFS	22311611-5348	\$7,000.00
Marion Tech	Education reimbursement JFS	22311611-5348	\$3,000.00
Healthcare uniforms	Education reimbursement JFS	22311611-5348	\$1,000.00

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Columbus State Education reimbursement JFS 22311611-5348 \$10,000.00

PR Number	Vendor Name	Line Description	Line Account	Amount
PERMANENT IMPROVEMENT				
R1403566	PC&R PAINTING INC	PAINTING COURTHOUSE, CARNEGIE, REGIONAL PLAN	40111402-5328	\$27,180.00
ENVIRONMENTAL SERVICES				
R1403480	HILL EQUIPMENT	CONFINED SPACE TRAILER	66211901 - 5450	\$ 15,878.00
CAPITAL				
R1403486	EASTMAN PARK MICROGRAPHICS INC	ARCHIVE PROCESSOR	41711436 - 5450	\$ 30,290.53
EMERGENCY SERVICES				
R1403507	LIBERTY TWP FIRE DEPT	1ST QUARTER 2014 EMS RUNS	10011303 - 5345	\$ 54,496.84
R1403512	CITY OF DELAWARE	1ST QUARTER EMS RUNS	10011303 - 5345	\$143,833.60

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

RESOLUTION NO. 14-441

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM CASA DE CIGARRO; DBA HOUSE OF CIGAR AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that House of Cigar has requested a new C1,C2 permit located at 9697 Sawmill Road, Powell, OH 43065 and

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

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

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

RESOLUTION NO. 14-442

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST TO KOHINOOR INDIAN CUISINE LLC; DBA KOHINOOR INDIAN CUISINE FROM WILFORD CENTRAL LLC; DBA SPAIN AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Kohinoor Indian Cuisine LLC has requested a transfer from Spain located at 76 Powell Road, Lewis Center, OH 43035 and

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

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

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

RESOLUTION NO. 14-443

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Chief of Emergency Medical Services is requesting that Timothy Alton attend the Ohio EMS Conference

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in Columbus, OH on May 19, 2014 at no cost.

The Chief of Emergency Medical Services is requesting that Eric Burgess attend the Ohio EMS Conference Leadership Forum in Columbus, OH on May 19, 2014 at no cost.

The Director of Child Support Enforcement Agency is requesting to attend a DCDA Executive Board Meeting in Columbus, OH on May 14, 2014 at no cost.

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

RESOLUTION NO. 14-444

IN THE MATTER OF ASSENTING TO THE DESIGNATION OF THE DELAWARE COUNTY RECORDS COMMISSION AS THE RECORDS COMMISSION FOR THE DELAWARE GENERAL HEALTH DISTRICT:

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

WHEREAS, pursuant to section 149.412(B) of the Revised Code, a special taxing district, the territory of which is coextensive with the territorial limits of a county, upon mutual assent between the special taxing district and the board of county commissioners, may designate the county records commission as the records commission for the special taxing district, and such a designation authorizes the county records commission to exercise all of the duties and responsibilities of a special taxing district records commission; and

WHEREAS, the Delaware General Health District is a special taxing district for Delaware County subject to section 149.412 of the Revised Code; and

WHEREAS, the Delaware General Health District has, pursuant to its Resolution 2013-12 adopted on December 3, 2013, requested that the Delaware County Records Commission be designated as the records commission for the Delaware General Health District; and

WHEREAS, in Resolution 14-01, the Delaware County Records Commission accepted such designation, contingent upon this Board's assent;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby assents to the designation of the Delaware County Records Commission as the Records Commission for the Delaware General Health District.

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

RESOLUTION NO. 14-445

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR THE SHORES SECTION 12:

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

Whereas, The Engineer has received a request from James and Lynn Oppendlander, owners of Lot 4873, The Shores, Section 12 Subdivision, Orange Township, commonly known as 3056 Seaway Court, Lewis Center, Ohio 43035, to vacate a portion of the original drainage easement as recorded on The Shores, Section 12 Subdivision plat that crosses said Lot 4873; and

Whereas, the portion of the easement as described below which is located within said Lot 4873 as depicted in Plat Cabinet 2, Slides 412-412A-412B, Recorder's Office, Delaware, Ohio has been determined by The Engineer to no longer be required after further evaluation of the site indicated that the entire easement width was not needed; and

Whereas, The Engineer requests your approval to vacate this portion of the easement and to include a marginal reference on Plat Cabinet 2, Slides 412-412A-412B of this action to vacate this portion of this easement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Lot 4873 in The Shores, Section 12 Subdivision, Orange Township, Delaware County, Ohio (Plat Cabinet 2, Slides 412-412A-412B) described as follows:

PARTIAL RELEASE OF EASEMENT
0.023 ACRES (1,008 SQUARE FEET)

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lot 5, Quarter Township 1, Township 3, Range 18, United States Military Lands, part of Lot 4873 of The Shores Section 12, as same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 2, Slides 412-412A-412-B, Recorder's Office Delaware County, Ohio, and being more particularly described as follows:

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Beginning, for reference, at the northeast corner of said Lot 4873 and the southeast corner of Lot 4874 of said subdivision;

Thence, along part of the north line of said Lot 4873 (part of the south line of said Lot 4874), North 80° 08' 19" West, 12.00 feet to a point;

Thence, across said Lot 4873 and along the westerly line of a drainage easement, South 21° 02' 47" West, 71.34 feet to the **TRUE POINT OF BEGINNING**;

Thence, across said Lot 4873 and said drainage easement the following three (3) courses:

- 1). South 45° 30' 00" East, 22.27 feet to a point;
- 2). South 44° 30' 00" West, 69.00 feet to a point;
- 3). North 45° 30' 00" West, 12.24 feet to a point in the westerly line of said drainage easement;

Thence, across said Lot 4873 and along the westerly line of said drainage easement, North 42° 08' 51" East, 50.73 feet to an angle point in said line;

Thence, continuing along said line, North 21° 02' 47" East, 19.96 feet to the place of beginning **CONTAINING 0.023 ACRES (1,008 SQUARE FEET)**.

This description has been prepared by:
Myers Surveying Joseph P. Myers, P.S., #7361

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

RESOLUTION NO. 14-446

IN THE MATTER OF APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT WITH THE OHIO POWER CORPORATION FOR EXTENSION OF GREEN MEADOWS DRIVE:

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

Whereas, the Board of Commissioners and Columbus Southern Power Company, its successor by merger now being known as Ohio Power Company, entered into a Development Agreement by resolution #00-360, providing for the extension of Green Meadows Drive across the site of the Orange electrical station facility located in Orange Township, north of Orange Road and west of the Norfolk and Southern and CSX Railroads; and,

Whereas, Ohio Power Company desires to complete its obligations under the Development Agreement by amending the original Development Agreement to allow Delaware County to construct the extension of Green Meadows Drive as a public road project, with Ohio Power Company paying the cost of the road extension; and,

Whereas, the County Engineer recommends approval of the amendment to the Development Agreement;

NOW, THEREFORE, Be It Resolved by the Board of County Commissioners, Delaware County, State of Ohio, that the following amendment to the agreement approved by resolution #00-360 (noted as "Exhibit A" in the foregoing amendment) is approved:

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement is entered into as of April 21, 2013 ("Amendment"), between Ohio Power Company, an Ohio corporation that is the successor by merger to Columbus Southern Power Company ("OPCO"), and the Board of County Commissioners of Delaware County, Ohio (the "County").

Background Information

- A. Columbus Southern Power Company and the County entered into a Development Agreement dated as of May 1, 2000 (attached hereto as Exhibit A and referred to herein as the "Agreement"), for the development of certain public improvements as described and defined in such Agreement as the "Improvements."
- B. OPCO is the successor by merger to Columbus Southern Power Company.
- C. In consideration of the exchange of covenants set forth below the parties desire to amend certain terms and conditions of the Agreement in the manner set forth herein.

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D. All terms not otherwise defined herein shall have the definition set forth in the Agreement.

Statement of Agreement

The parties hereto acknowledge the accuracy of the above background information and agree as follows:

Section 1. Agreement Amendments. The Agreement is hereby amended in the following manner:

- (a) OPCO grants permission to the County, acting by and through the County Engineer, to coordinate with the design engineer consultant retained by OPCO for the Improvement to prepare necessary plans, specifications and estimates for the Improvement for use by the County. The construction cost estimate shall include an itemization of construction costs and an allowance of five percent (5%) of the construction contract cost for the County’s inspection costs. OPCO will remain in control of the design contract during such work.
- (b) If the estimated construction and inspection cost of the project, as determined by the design engineer consultant and approved by the County Engineer, does not exceed \$1,400,000 (the “Maximum Cost”), then the County shall issue a request for bids (the “Bids”) to construct the Improvements. The County shall forward all Bids, and/or a tabulation thereof, if so requested, to OPCO. If the lowest acceptable bid for construction of the Improvements, plus an allowance of an additional five percent (5%) for construction inspection, exceeds the Maximum Cost, then OPCO shall have the option of terminating this Amendment and proceeding with its obligations under the Agreement unaltered by this Amendment. If the total cost of the lowest acceptable Bids is under the Maximum Cost or if OPCO does not elect to terminate this Amendment within thirty (30) days of OPCO’s receipt of the Bids, then the County shall enter into a contract or contracts to construct the Improvements (the “Construction Contracts”).
- (c) OPCO shall be responsible to pay all costs associated with the design, construction and inspection of the Improvements up to the Maximum Cost. The County shall issue invoices to OPCO for any expenses or payments that become due pursuant to the Construction Contracts. OPCO shall pay such invoices within thirty (30) days of their receipt.
- (d) Upon payment of all Construction Contracts expenses or payment of the Maximum Cost, OPCO shall be relieved of all of its obligations set forth in the Agreement and this Amendment, and OPCO shall be permitted to terminate the Performance Bond required pursuant to the Agreement.

Section 2. Conflicts. The parties intend for this Amendment, and all provisions of the Agreement that remain unaltered by this Amendment to be construed as being consistent where possible; however, in the event of a conflict or inconsistency between their respective terms and conditions, this Amendment shall control.

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

RESOLUTION NO. 14-447

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

It was moved by Mr. Stapleton, seconded by Mr. O’Brien 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
U14-021	Centurylink	Centerburg Road	Directional bore road
U14-022	Frontier Communications	Hoskins Road	Place aerial insert
U14-023	Frontier Communications	Burnt Pond Road	Place buried cable
U14024	Del-Co Water	Harriott Road	Relocate existing facilities
U14-025	American Electric Power	S. Section Line Road	Relocate existing facilities

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

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RESOLUTION NO. 14-448

IN THE MATTER OF APPROVING A NEW ORGANIZATION KEY, SUPPLEMENTAL
APPROPRIATIONS AND ADVANCE OF FUNDS FOR THE COUNTY ENGINEER:

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

New Organization Key						
29440423						
2014 HSIP Pavement Marking Inventory						
Supplemental Appropriations						
29440423-5301					57,105.00	
2014 HSIP Pavement Marking						
Inventory/Professional Services						
Advance of Funds						
From			To			
10040421-8500			29440423-8			57,105.00
Commissioners General/Advances Out			2014 HSIP Pavement Marking			
			Inventory/Advances In			
Vote on Motion	Mr. Stapleton	Aye	Mr. O'Brien	Aye	Mr. Merrell	Aye

RESOLUTION NO. 14-449

IN THE MATTER OF APPROVING A CHANGE ORDER TO THE CONTRACT BETWEEN THE
DELAWARE COUNTY BOARD OF COMMISSIONERS AND 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. Stapleton, seconded by Mr. Merrell to approve the following:

WHEREAS, on March 24, 2014, the Delaware County Board of Commissioners entered into a contract with Shrock Premier Custom Construction, LLC, for the Residential Demolition 2014 with Funding from the Delaware County Residential Demolition Moving Ohio Forward 2014 Grant (the “Contract”); and

WHEREAS, additional properties have been approved for demolition, which is estimated to cost less than \$50,000; and

WHEREAS, the Economic Development Director recommends approving a change order to the Contract to add demolition for these additional properties;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following change order to the Contract:

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CHANGE ORDER No. 1 Project: Moving OH Forward Delaware County 2014
Date: 4/2/2014 Contract No.

I. The following changes are hereby made to the contract documents (attach documentation):

Addition of four residential sites for demolition.

3381 US Hwy 42 S	Delaware
8831 Piper Rd	Ashley
181 S Franklin St	Delaware
216 S Washington St	Delaware

II. The following change is made to the contract price:

\$ 94,800 original contract price
0 previous change/extras
\$36,000 this change/extra
\$ 130,800 subtotal
 deductions
\$ 130,800 net total

III. The following change is made to the contract time: NONE

The contract time will be (increased) (decreased) by 0 calendar days, making the date for completion of all work May 31, 2014.

IV. X There will be no claims for damages resulting from this change.

 Claims for damages resulting from this change are anticipated for such categories as and should not exceed \$.

Further Be It Resolved, that the Board of Commissioners approve a purchase order increase to Shrock Construction in the amount of \$36,000.00 (P1402954)

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

RESOLUTION NO. 14-450

IN THE MATTER OF INSTITUTING A PREQUALIFICATION PROCEDURE FOR PROFESSIONAL DESIGN SERVICES FOR DELAWARE COUNTY FACILITIES MANAGEMENT:

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

WHEREAS, the Delaware County Facilities Management ("DCFM") has numerous facilities that from time to time are in need of remodel, upgrade, or improvement; and

WHEREAS, the required remodel, upgrades and improvements are necessary to maintain proper operations of the various Delaware County Offices; and

WHEREAS, the required remodel, upgrades, and improvements may require the services of an architect and/or engineer; and

WHEREAS, the Ohio Revised Code 153.71 requires professional design firms to be prequalified by the County in order to perform consulting services for projects with an estimated design fee below fifty thousand dollars (\$50,000.00); and

WHEREAS, the Manager of Facilities recommends the following procedures be implemented to qualify firms to provide the desired professional design services;

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

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Section 1. The Board hereby approves and implements the procedures to pre-qualify professional design firms to provide consulting services known as the following: DELAWARE COUNTY FACILITIES MANAGEMENT PREQUALIFICATION AND QUALIFICATIONS-BASED SELECTION PROCEDURE FOR PROFESSIONAL DESIGN SERVICES WITH AN ESTIMATED DESIGN FEE UNDER \$50,000.00.

Section 2. The Board hereby approves publicly advertising a Request for Statements of Qualifications (SOQ’S) for professional design services to be used. Advertisements will appear at least once year in the Delaware Gazette, and also on the County’s website at <http://www.co.delaware.oh.us>. Under “Bids and Notices” for 30 days.

Section 3. The Board hereby directs the Manager of Facilities to receive Statements of Qualifications at the office located at 1405 US Rte. 23 North, Delaware, Ohio 43015 and appoint the President of the Board as the Board’s designee in accordance with the implemented procedures.

DELAWARE COUNTY FACILITIES MANAGEMENT
PREQUALIFICATION AND QUALIFICATIONS-BASED SELECTION PROCEDURE
FOR PROFESSIONAL DESIGN SERVICES WITH AN ESTIMATED DESIGN FEE UNDER
\$50,000.00

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Article 8:	Projects with an Estimated Professional Design Fee Under \$50,000.00
Article 9:	Projects with an Estimated Professional Design Fee Equal To Or Exceeding \$50,000.00

ARTICLE 1: INTRODUCTION

This procedure outlines the process Delaware County Facilities Management (DCFM) will use to receive Statements of Qualifications (SOQ’S) in order to prequalify professional design firms for projects with an estimated design fee under \$50,000.00, as well as announce professional design contracts for projects.

ARTICLE 2: CLASSIFICATIONS OF PROFESSIONAL DESIGN CONTRACTS

Professional design contracts will be classified under two categories:

1. Projects which have an estimated professional design fee of less than fifty-thousand dollars (\$50,000.00). See Article 8 for detailed information.
2. Projects which have an estimated professional design fee greater than or equal to fifty-thousand dollars (\$50,000.00). See Article 9 for detailed information.

ARTICLE 3: REQUESTED PROFESSIONAL DESIGN SERVICES

As defined under O.R.C. 153.65 (C) “professional design services” means services within the scope of practice of an architect or landscape architect registered under Chapter 4703. of the Revised Code or a professional engineer or surveyor registered under Chapter 4733. of the Revised Code.

The following professional design services, but not limited to, are requested for prequalification:

- Architectural Design
- Landscape Architecture
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Surveying
- Construction Management/Inspection
- Geotechnical Engineering
- Floodplain Analysis

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ARTICLE 4: SUB-CONSULTANTS

A firm may employ sub-consultants for various disciplines (i.e. Electrical Design, Geotechnical Design, etc.). All sub-consultants shall be independently prequalified ES in accordance with the procedures described in Article 5 of this notice. Sub consultants shall not be listed as partnering firms for prequalification submittals. For specific projects publicly announced by DCFM, partnering or teaming of firms is permissible provided that all firms are independently prequalified with DCFM.

ARTICLE 5: INSTRUCTIONS FOR PREQUALIFICATION SUBMITTALS

A Letter of Interest (LOI) for prequalification shall be included with the consultant's SOQ submittal. The LOI shall clearly state the professional design services for which the consultant wishes to be considered for prequalification.

SOQ'S shall include, but are not limited to, the following:

1. Firm name, address, telephone number, contact name, and contact's email.
2. Year established, size of firm, and former firm names or ownership, if applicable.
3. Names of principals of the firm with a brief explanation of relative experience and professional registrations.
4. Name of responsible Project Manager. It is DCFM's expectation that this individual will be the main point of contact for the consulting firm and to manage any project for which the firm may be selected. The only acceptable reason for this person to not be available for a DCFM project is that the individual is no longer with the firm. It is the design firm's responsibility to advise DCFM of any changes in this individual's ability to be available for a DCFM project.
5. Names, qualifications, and experience of key personnel, including other engineers and field personnel, to be assigned to projects.
6. List of completed projects which the firm has participated in. Include key personnel and client contact information for references.
7. An outline of the firm's Quality Assurance or Quality Management Program.
8. Brief description of the firm's equipment and facilities.
9. Copies of letters or recommendations from at least three (3) other public or private agencies reflecting the firm's recent past performance.
10. List of claims or lawsuits with any public authority over the last five years.

In order to have your firm reviewed for prequalification, please send three (3) copies of your current SOQ to the following address.

Delaware County Facilities Management
1405 US Rte. 23 North
Delaware, Ohio 43015

SOQ'S will be evaluated for prequalification as they are received. The SOQ'S will be evaluated for prequalification by the Manager of Facilities, the County Administrator or his designee, and a designee of the Board of Commissioners. Interviews may be required for prequalification.

ARTICLE 6: NOTIFICATION OF PREQUALIFICATION STATUS

DCFM will provide written notice to a firm if it is awarded prequalification status.

DCFM will not "short list" a minimum number of prequalified firms. DCFM reserves the right to deny a firm prequalification based on past performance, or lack of sufficient demonstrated experience in the requisite areas of prequalification.

ARTICLE 7: EXPIRATION OF PREQUALIFICATION STATUS

In accordance with ORC, 153.71, a firm's prequalification status will expire one year after the notification date. To become eligible for projects after a firm's prequalification status has expired, the firm must submit a new SOQ and be awarded prequalification status as before.

It shall be the firm's responsibility to monitor when its prequalification status is due to expire.

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DCFM will publicly solicit requests for updated SOQ’s annually on their website.

Any significant changes in Items 1 through 10 of Article 5 may affect a firm’s prequalification status. It is each firm’s responsibility to provide DCFM with current information.

ARTICLE 8: PROJECTS WITH AN ESTIMATED PROFESSIONAL DESIGN FEE UNDER \$50,000.00

For specific projects with an estimated professional design fee under \$50,000.00, DCFM may enter into a contract with a firm based on the provisions of ORC 153.69(B) and 153.71. The process is as follows:

- A. The Manager of Facilities, the County Administrator or his designee, and a designee of the Board of Commissioners shall select a single design professional or firm among those with prequalification status.
- B. DCFM and the selected design professional or firm shall comply with Division (B) of section 153.69 of the Revised Code with respect to the negotiation of a contract. Contract negotiations shall be directed toward:
 - 1. Ensuring that the professional design firm and the agency have a mutual understanding of the essential requirements involved in providing the required services;
 - 2. Determining that the firm will make available the necessary personnel, equipment, and facilities to perform the services within the required time;
 - 3. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the services.
- C. Upon failure to negotiate a contract with the selected firm, DCFM shall inform the firm in writing of the termination of negotiations and may enter into negotiations with another firm from among those with prequalification status. If negotiations again fail, the same procedure may be followed until a contract is negotiated.

DCFM, at its discretion, may utilize the process described under Article 9 of this selection procedure for any project with an estimated design fee under \$50,000.00.

ARTICLE 9: PROJECTS WITH A PROFESSIONAL DESIGN FEE EQUAL TO OR EXCEEDING \$50,000.00

For specific projects having an estimated professional design fee equal to or exceeding \$50,000.00, DCFM uses a Qualifications Based Selection Process conforming to the requirements of Ohio Revised Code Sections 153.65 to 153.71. DCFM is not prequalifying design firms for these projects. DCFM shall issue a Request for Proposals (RFP) for the specific project. Prequalified Firms must submit a proposal for the specific projects and shall include the firm’s Statement of Qualifications to assure compliance with ORC-153.67. Detailed requirements and procedures for these proposals will be described in the RFP for the project.

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

RESOLUTION NO. 14-451

IN THE MATTER OF APPROVING A CONTRACT WITH THE TRIDENT GROUP, LTD FOR ITB #14-02 SECURITY SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, The Manager of Facilities recommends this measure for adoption by the Board,

NOW THEREFORE BE IT RESOLVED, that The Board Of Commissioners of Delaware County, State of Ohio, approve the contract with Trident, LLC.:

**Delaware County Board of Commissioners
Contract**

This Contract made by and between:

**Trident Security, LLC
4196 Hobbs Landing Drive West
Dublin, OH 43017**

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

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In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall provide the goods and/or services described in the Bid Documents, **which are hereby incorporated by reference**, and as necessary to produce the results intended by the Bid Documents for:

ITB #14-02 - SECURITY SERVICES

ARTICLE 2

2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, at an estimated annual value of Two Hundred Ninety Four Thousand dollars (\$294,000.00), based upon the unit pricing and discount percentage set forth in the Bid Documents, submitted by the Contractor and opened on February 26, 2014.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as goods and/or services are provided and approved by the Owner as provided in the Bid Documents.

ARTICLE 3

3.1 The original term of this contract shall be for three (3) years, beginning May 1, 2014, and ending April 30, 2017.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to three (3) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Owner may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the Contractor fail to provide the quality of goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, 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.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Owner, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Owner by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Owner.

4.5 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

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- 4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.
- 4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. 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 Contract.
- 4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.7 For all services being provided under this Contract, the Owner shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services
- 4.8 The Contract shall be binding on the Contractor and the Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.
- 4.9 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.
- 4.10 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Owner.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 14-452

IN THE MATTER OF APPROVING DEPOSITORY AGREEMENTS WITH THE INSTITUTIONS
DESIGNATED AS PUBLIC DEPOSITORIES IN RESOLUTION NO. 13-1049:

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

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WHEREAS, on October 14, 2013, the Delaware County Board of Commissioners adopted Resolution No. 13-1049, designating institutions as public depositories for the four year period commencing December 1, 2013, pursuant to section 135.33 of the Revised Code; and

WHEREAS, each designated public depository has submitted a depository agreement to memorialize and govern the terms of the designation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the depository agreements with the institutions designated as public depositories in Resolution No. 13-1049.

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

RESOLUTION NO. 14-453

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Chief of Emergency Medical Services recommends accept the voluntary resignation of Kevin Faehnle as a part-time paramedic with EMS; effective December 26, 2013;

Therefore Be it Resolved, the Board of County Commissioners accept the voluntary resignation of Kevin Faehnle as a part-time paramedic with EMS; effective December 26, 2013.

The Director of Job and Family Services recommends accepting the resignation of Kathy Butler as a Social Services Supervisor; effective April 16, 2014;

Therefore Be it Resolved, the Board of County Commissioners accept the resignation of Kathy Butler as a Social Services Supervisor; effective April 16, 2014.

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

RESOLUTION NO. 14-454

IN THE MATTER OF DELAWARE COUNTY APPROVING AN ENGAGEMENT LETTER TO
RETAIN THE LEGAL SERVICES OF BAKER & HOSTETLER LLP.:

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

WHEREAS, pursuant to section 309.09(C) of the Revised Code, whenever the board of county commissioners employs an attorney other than the prosecuting attorney of the county, without the authorization of the court of common pleas as provided in section 305.14 of the Revised Code, either for a particular matter or on an annual basis, to represent the board in its official capacity and to advise it on legal matters, the board shall enter upon its journal an order of the board in which the compensation to be paid for the legal services shall be fixed; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") desires to retain the firm of Baker & Hostetler LLP for a particular matter; and

WHEREAS, the Assistant County Administrator recommends approval of the engagement letter between Delaware County and Baker & Hostetler LLP; and

WHEREAS, pursuant to section 305.30(K) of the Revised Code, the county administrator may perform such additional duties as the Board may determine by resolution;

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

Section 1. The Board hereby approves the engagement letter between Delaware County and Baker & Hostetler LLP and hereby orders that the compensation to be paid shall be as set forth in the engagement letter. The compensation shall be paid from the county general fund, and the total compensation paid in the current fiscal year for all legal services authorized under section 309.09(C) of the Revised Code shall not exceed the total annual compensation of the Delaware County Prosecuting Attorney.

Section 2. The Board hereby authorizes the County Administrator to execute the engagement letter between Delaware County and Baker & Hostetler LLP.

Engagement Letter

Dear County Commissioners and Administrators:

Thank you for selecting Baker & Hostetler LLP to represent Delaware County. The purpose of this letter is to

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confirm our engagement as counsel and to provide you certain information about our fees, billing and collection policies, and other terms that will govern our relationship. We believe it is helpful to explain to our clients the nature and terms of our representation at the beginning of our relationship. Accordingly, we have attached to this letter our firm's Standard Terms of Engagement.

You have asked us to represent Delaware County and provide general legal advice including guidance with an internal investigation and any related ethics, employment and regulatory or reporting issues that may arise. You have not asked us to perform any other services or functions or assume any other responsibilities.

Conflict of Interest Review. For the purpose of checking whether there exists any conflict of interest with respect to this engagement, we have searched our conflict of interest database under the following:

Delaware County
Delaware County Sheriff's Office
Delaware County Prosecutor's Office
Delaware County Auditor's Office

We will assume that the above listing is accurate and complete unless you otherwise advise us. We also request that you notify us promptly if any additional searches are required because of any change in your circumstances.

Professional Services and Fees. Our professional fees for legal services will be determined by the amount of time our attorneys and paralegals spend on this engagement and based on their applicable hourly rates in effect at the time our invoices are rendered. For this engagement, the applicable hourly rate for attorneys will be \$285 and for paralegals will be \$105. Upon mutual agreement, the parties may enter into flat or fixed fee agreements for project specific work or matters that lend themselves to such billing arrangements.

Expenses and Other Charges. In addition to fees for our professional services, there may be charges for expenses which we incur (e.g., filing fees, long distance telephone and travel) and for other charges in connection with our engagement (e.g., copying, computerized legal research and faxes). Expenses incurred will be billed at our cost (which in some cases may be estimated). Other charges will be billed at amounts which reflect the value of the service or industry practice. Further details regarding these expenses and other charges will be furnished upon request.

Invoices and Payments. Unless agreed otherwise, we will render invoices to you monthly for legal services, expenses and other charges. Our invoices are payable upon receipt and are considered overdue if not paid within 21 days. We have the right to assess a service charge on overdue invoices.

Acceptance of Engagement. If this letter is acceptable to you, please sign the enclosed copy and return it to me. Upon our receipt of the executed copy, we will be pleased to commence our engagement. Unless terminated earlier by you or us, this engagement will end when we have completed the work described in the Scope of Engagement paragraph above.

We are pleased that you selected Baker & Hostetler LLP to represent you and look forward to serving you.
Very truly yours, Ronald G. Linville

STANDARD TERMS OF ENGAGEMENT

Introduction

The purpose of this document is to explain our relationship with you, our billing practices, our obligations to you, and your obligations to us in the belief that our relationship will benefit from a mutual understanding of these matters at the beginning of our relationship. We urge you to call us anytime you have a question relating to any of these matters. We strive to have satisfied clients and your satisfaction is very important to us.

Your agreement to this engagement constitutes your acceptance of the following terms and conditions. If you find any of these terms and conditions unacceptable, please tell us now so that we can try to resolve any differences and proceed on a mutually satisfactory basis.

Our Relationship

Our engagement and the legal services we will provide are limited to the matter described in the accompanying letter. Any change in our engagement or the legal services we are to provide to you must be mutually approved in writing. The services we provide are strictly legal services; we do not provide business, personal, financial, investment, accounting or other services. You will provide us with the factual information and materials we need to perform the legal services identified in the accompanying letter, and we will perform the necessary legal services and give you the necessary legal advice. You will make all business, personal, financial, investment, or accounting decisions that are required, including in the case of litigation, the decision whether or not to settle the case. You will not rely on us for business, personal, financial, investment, or accounting advice and will not expect us to investigate the character or credit of persons or entities with whom you are dealing, unless we have expressly agreed to do so in the accompanying letter.

Confidentiality and Other Matters

As your attorneys, we owe you duties of confidentiality, loyalty, and competent and zealous representation. We are

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required to preserve your confidences and secrets. This obligation and the attorney-client communication privilege exist in order to facilitate and encourage candid communication between a client and his or her attorney. We can adequately represent you and give you sound legal advice only if you make us aware of all information and documents that might be relevant to the matter we are undertaking for you. Accordingly, we urge you to communicate with us fully and without reservation so that we can properly perform legal services for you and give you legal advice with respect to the matter on which you have engaged us.

You should understand, however, that in those matters where we are representing a corporation or other legal entity, our attorney-client relationship is with that specific corporation or legal entity and not with its individual officers, directors, executives, employees, shareholders, partners, or other persons in similar positions, or with its parent, subsidiary, or affiliated corporations or persons. In such cases, our professional duties are owed only to the corporation or legal entity that we have agreed to represent, and you will not assert a conflict of interest because we represent other persons, corporations, or entities that are adverse to any of such related persons, corporations, or other legal entities. In some situations where there is no conflict of interest, we may represent individual officers, directors, executives, or employees, or parent, subsidiary, or affiliated corporations of a corporation or other legal entity as well as the corporation or other legal entity but such multiple representations will be clearly stated in the accompanying letter.

Professional Fees

In determining the professional fee for our legal services we are generally guided primarily by the amount of time devoted to your matter and the hourly rates of the attorneys performing the services, although we offer other fee arrangements in appropriate situations. If another fee arrangement has been mutually agreed to for your work, it will be set forth in the accompanying letter.

We may also consider other factors, as appropriate, including: the novelty and difficulty of the legal issues involved; the legal skill required to do the work; the fee customarily charged by comparable law firms for similar legal services; the importance of the work to you or the amount of money involved or at risk and the results obtained; any time constraints imposed by you or the circumstances; and the nature and length of our professional relationship with you.

Our attorneys and other personnel will record time spent on your behalf in quarter-hour increments unless otherwise agreed between you and us.

We will seek to perform your work cost efficiently. When selecting attorneys to perform legal services required by your engagement, we generally consider the skill, ability, and experience levels required for the work, prior commitments of our attorneys, and the time demands of your matter and other matters, as well as the hourly rates of our attorneys, unless you request otherwise.

At times we may use temporary personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise the same as we do for our direct employees.

We generally charge for travel time during normal business hours at our applicable hourly rates. Outside normal business hours we charge one-half our applicable hourly rates unless the attorney or other person is able to work while traveling. If the attorney or other person works on your behalf while traveling, you will be charged our applicable hourly rates regardless of the time of travel. If the attorney or other person works on other clients' matters while traveling, you will not be charged for time during which the attorney or other person worked for other clients.

Taxes

The fees for services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to our services. When we have the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be included on our statements with other expenses and charges unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. Any payments by you to us will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes that are otherwise imposed on payments to us will be your sole responsibility. You may be asked to provide us with official receipts issued by the appropriate taxing authority or such other evidence to establish that such taxes have been paid.

Expenses and Other Charges

In addition to fees for our professional services, our statements will include out-of-pocket expenses we incur (e.g., filing fees, court reporter fees, expert witness fees, overnight courier fees, travel, and postage) and internal charges we make for other services we provide (e.g., copying, computerized legal research, long distance telephone, and faxes) in connection with performing legal services on your behalf. Out-of-pocket expenses incurred will be billed at our cost, which in some cases may be estimated. Internal charges (which may exceed direct costs and allocated overhead expense) will be billed at amounts that reflect the value of the service or industry practice. Further detail regarding any expenses or other charges will be furnished upon request. We may request an advance expense deposit from you in matters where we expect that we will be required to incur substantial out-of-pocket costs on your behalf.

Travel Expenses. For automobile travel, we customarily reimburse our attorneys and other personnel and charge

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you the Internal Revenue Service approved mileage rate, plus parking and tolls outside the area in which our offices are located.

Actual cost is always charged for airfare, auto rental, cab fare, meals, and lodging. Our attorneys and other personnel are required to travel coach class, lowest logical airfare, unless you request or approve other arrangements in advance, the air travel time exceeds four hours, or circumstances warrant otherwise. In the latter two cases, travel will be by business class if available or first class if it is not.

Delivery and Communications Expenses. Postage on mail in excess of two ounces per item is billed at cost. Air express, outside local messenger services and courier services are billed at cost. Use of our own messengers for local deliveries is charged at rates generally competitive with local messenger services. Long-distance telephone calls are charged at costs estimated using rate tables provided by our primary vendors. Local mobile phone calls to or from clients are billed at cost, exclusive of phone rental and lease costs, which are absorbed by the caller.

Computerized Research and Database Charges. We utilize Lexis-Nexis and Westlaw to provide primary automated research services that assist in reducing your professional fees. In addition we have access to other internal and external databases, which help to save money and assist in improving the quality of legal research. Our charges for use of these automated research tools are at vendor invoice, which is net of all discounts provided by the vendors.

Photocopying and Fax Charges. Copying is charged at \$.10 per page for black & white and \$.50 for color. Outgoing faxes are charged at \$1.00 per page within the United States and \$2.50 per page internationally. There is no charge for incoming faxes or for long distance phone charges associated with fax transmission.

Invoices and Payments

Unless otherwise mutually agreed, we generally render monthly invoices for legal services, expenses and other charges. Our invoices are due and payable upon receipt. Payment is considered overdue if not received within 21 days from the invoice date. If our invoices are not timely paid, we may withdraw from your representation and terminate our services. We may also assess an interest charge on any overdue invoices, whether or not we terminate services. Payments made on overdue invoices are applied first to the oldest outstanding invoice.

If you have any question about any invoice or any fee, expense, or other charge, we urge you to discuss it with us. We want you to be satisfied with the quality of our services and the reasonableness of our fees.

Termination

Unless we have mutually agreed to continue our attorney-client relationship with respect to other matters, our attorney-client relationship with you will end upon the completion of services for the matter to which the accompanying letter applies or upon the earlier termination of our engagement by you or by us. In this regard, you have the right to terminate our attorney-client relationship at any time you wish with or without cause. An early termination of our relationship without cause will not, and an early termination of our relationship with cause may not, relieve you of your obligation to pay our reasonable fees, expenses, and other charges incurred before the termination. We also have the right, and sometimes the obligation, to terminate the engagement subject to the ethical standards in the Rules of Professional Conduct. We also reserve the right to suspend or terminate our representation, subject to such ethical standards, if you breach your obligations with respect to the engagement or do not pay the firm's invoices as specified.

Ownership of Files and Records

Except as to records which belong to the firm, records or files which we receive from you and documents that are produced or created in connection with your representation, shall be your property, subject to any lien granted by law, rules of professional conduct and our right to make and retain copies. Upon the closing of our files after termination of the engagement, we will return records belonging to you unless you request otherwise, or unless special circumstances require us to retain such records. If you request that we retain your files we may ask that you bear the costs of storage. We shall require from you written authorization to transfer any property belonging to you to a third party. Under our record retention policy we normally destroy files ten years after a matter is closed. It is understood and agreed that we shall have the right, at our discretion, to dispose of files which have not been returned to you at such time that we determine that such files need no longer be retained.

Professional and Liability Insurance

We represent that we maintain industry standard professional liability, malpractice and commercial general liability insurance coverage. Attached hereto is a certificate of liability insurance.

Further Be It Resolved, that the Board of Commissioners approve purchase order request to Baker And Hostetler LLP. in the amount of \$7,000.00 (10011108-5361).

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

ADMINISTRATOR REPORTS

Tim Hansley

-Wanted to make sure Commissioners knew he was out of the office on Tuesday

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien

- Regional Planning meeting on Thursday to be held in the Meeting Room at this office
- MORPC meeting last Thursday was interesting. Seemed to have more focus on Urban areas

Commissioner Stapleton

- No reports

Commissioner Merrell

- Agrees that MORPC meeting was interesting
- 5K Child Abuse Prevention run was Saturday. Had very nice weather.

RESOLUTION NO. 14-455

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT, DISCIPLINE, PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE
OR PUBLIC OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn into Executive Session at 10:02AM.

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

RESOLUTION NO. 14-456

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn out of Executive Session at 11:16AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O’Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners