

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 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
Dennis Stapleton, Vice President
Ken O'Brien, Commissioner

RESOLUTION NO. 14-457

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 21, 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 21, 2014; and

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

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-458

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0423, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0423

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0423, memo transfers in batch numbers MTAPR0423 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
ACME Enterprises	JFS job client program	22411601-5355	\$40,000.00
Columbus State	Education reimbursement JFS	22311611-5348	\$ 7,000.00
Columbus State	Education reimbursement JFS	22311614-5348	\$ 1,000.00
Hondros College	Education reimbursement JFS	22311611-5348	\$ 6,000.00
Facilities Department	Job and Family Services	22411605-5331	\$11,450.00

PR				
Number	Vendor Name	Line Description	Line Account	Amount
- JOB AND FAMILY SERVICES				
R1403567	ASSIST 4 DENTIST LLC	TUITION EXAMS FEES	22311611 - 5348	\$6,000.00

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

RESOLUTION NO. 14-459

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Emergency Communications is requesting that two DelComm employees attend an Association of Public Safety Communications Officials convention in New Orleans, LA from August 2-6, 2014 at the cost of \$4574.87 (fund number 21411306).

The Director of Emergency Communications is requesting that two DelComm employees attend a National Emergency Number Association Conference in Nashville, TN from June 14-19, 2014 at the cost of \$4531.89 (fund number 21411306).

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The Chief of Emergency Medical Services is requesting that Lt. Dan Jividen attend the Ohio EMS Conference in Columbus, OH on May 19, 2014 at no cost.

The Chief of Emergency Medical Services is requesting that Joseph Farmer attend the AHA Ohio Training Center Forum in Columbus, OH on May 14, 2014 at no cost.

The Chief of Emergency Medical Services is requesting that Joseph Farmer attend the 2014 Ohio Resuscitation Conference in Columbus OH on April 29, 2014 at no cost.

The Director of Administrative Services is requesting that Brad Euans attend the CLCCA meeting in Bellville, OH on April 25, 2014 at no cost.

The Director of Job and Family Services is requesting that Shancie Jenkins, Amanda Burns, Mary Burns, Jackie Schonauer, Jason Lambert, Angela Thomas, Rose Meade and Lisa Fowler attend a Director's Conference in Columbus, OH from May 21-22, 2014 at the cost of \$984.00 (fund number 22411605).

The Chief of Emergency Medical Services is requesting that Glen Keating attend a Cadaver Airway Lab at Valderbilt University EM Cadaver Lab on August 20, 2014 at the cost of \$95.00 (fund number 10011303).

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

RESOLUTION NO. 14-460

IN THE MATTER OF A TRANSFER OF STOCK OWNERSHIP REQUEST FROM TRIKEN, INC., DBA CORNER MARKET 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 Concord Township Trustees that Triken Inc. has requested a transfer of stock ownership located at 3761 US Route 42, Delaware, OH 43015 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. 14-461

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED MONDAY JUNE 30, 2014; THURSDAY JULY 3, 2014 AND MONDAY JULY 7, 2014:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to cancel the Commissioners' sessions scheduled for Monday June 30, 2014; Thursday July 3, 2014 And Monday July 7, 2014.

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

RESOLUTION NO. 14-462

IN THE MATTER OF ACCEPTING THE AWARD OF THE DELAWARE COUNTY LEAP 2013 GRANT FOR THE DELAWARE COUNTY SHERIFF'S OFFICE:

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

WHEREAS, the Delaware County Sheriff's Office has applied for and been awarded the Delaware County LEAP Forward 2013 Grant (the "Grant"); and

WHEREAS, the Grant assists the Delaware County Drug Task Force, and

WHEREAS, a local match of \$45068.34 is required for the Grant and will be paid out of the Delaware County Drug Task Force funds, and

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Administrator to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining the County Administrator as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	2013-DL-LEF-5821
Source:	Ohio Office of Criminal Justice Services
Grant Period:	02/01/2014 to 01/31/2015
Federal Grant Amount:	\$135205.02
Local Match:	45068.34
Total Grant Amount:	\$180273.36

Section 2. The Board hereby authorizes Administrator Tim Hansley, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

RESOLUTION NO. 14-463

IN THE MATTER OF APPROVING THE RENAMING OF ORGANIZATION KEY,
SUPPLEMENTAL APPROPRIATION AND ADVANCE OF FUNDS FOR THE SHERIFF’S OFFICE:

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

Rename Organization Key

28631329 LEAP Forward Grant 2013

Supplemental Appropriations

28631329-5004	LEAP Forward Grant 2013/Overtime	\$ 38,455.20
28631329-5201	LEAP Forward Grant 2013/General Supplies	14,377.94
28631329-5260	LEAP Forward Grant 2013/Inventoried Equipment	16,367.00
28631329-5315	LEAP Forward Grant 2013/Internet Aircards	4,600.00
28631329-5320	LEAP Forward Grant 2013/Software Licenses	3,841.20
28631329-5325	LEAP Forward Grant 2013/Maintenance Contract	2,400.00
28631329-5330	LEAP Forward Grant 2013/Communication Services	5,000.00
28631329-5365	LEAP Forward Grant 2013/Grant Related Services	57,458.02
28631329-5450	LEAP Forward Grant 2013/Machinery & Equipment (>\$5,000)	37,774.00

Advance of Funds

From	To	
10011102-8500	28631329-8400	
Commissioners	LEAP Forward Grant 2013/Advances In	\$ 135,205.02
General/Advances Out		

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

RESOLUTION NO. 14-464

IN THE MATTER OF APPROVING A CHANGE ORDER TO THE CONTRACT BETWEEN THE
DELAWARE COUNTY BOARD OF COMMISSIONERS AND H&H ENVIRONMENTAL, FOR
ASBESTOS ABATEMENT 2014 WITH FUNDING FROM THE DELAWARE COUNTY
RESIDENTIAL DEMOLITION – MOVING OHIO FORWARD 2014 GRANT:

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

WHEREAS, on February 27, 2014, the Delaware County Board of Commissioners entered into a contract with H&H Environmental, for the Asbestos Abatement 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, requiring additional asbestos abatement services; and

WHEREAS, the Economic Development Director recommends approving a change order to the Contract to provide asbestos abatement services for these additional properties;

CHANGE ORDER No. 1 Project: Moving OH Forward Delaware County 2014
Date: 4/15/2014 Contract No. _____

- Addition of four residential sites for asbestos abatement.**

3381 US Hwy 42 S	\$2,475
8831 Piper Rd	\$550
181 S Franklin St	\$900
68 Spring	\$1,200

- | | | |
|----|----------------|-------------------------|
| \$ | <u>7,529</u> | original contract price |
| | <u>0</u> | previous change/extras |
| | <u>\$5,125</u> | this change/extra |
| \$ | <u>12,654</u> | subtotal |
| | | deductions |
| \$ | <u>12,654</u> | net total |

- The contract time will be (increased) (decreased) by _____ calendar days, making the date for completion of all work May 9, 2014.

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

Delaware County: _____ Date _____

Section 1. The Board hereby awards the contract to and approves the contract with Peebles Creative Group in

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the amount of \$10,000.00.

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

CONSULTING AND SERVICES AGREEMENT

Section 1 – Parties to the Agreement:

This Agreement is entered into this 24th day of April , 2014, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, OH 43015 (the “County”), and Peebles Creative Group, 6209 Riverside Drive, Suite 200, Dublin, OH 43017 (“Consultant”).

Section 2 – Contract Administrator:

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

Section 3 – Scope of Services:

Consultant shall provide services as listed below:

The new Economic Development website will:

- Serve as a primary marketing resource to enhance site selectors’ and business owners’ understanding of the infrastructure, proximity, cost efficiencies, workforce, tax incentive packages, and benefits of doing business amid the small town charm and nearby big city amenities that can be found in Delaware County and the central Ohio area;
- Link to, but be created separately from, the economic development efforts of the Delaware County Finance Authority;
- Include services and information provided by Columbus 2020 via the columbusregion.org website, as well as hyperlinks to other regional economic development resources and organizations in the central Ohio area. While we realize the goal is to keep your audience focused on Delaware County, connectivity to regional resources speaks volumes to the viability and engagement of a community. These links will also further help your website be found by search engines.
- Be designed with capability to access Ohio Insite for available assets and more information on proximity, square footage, cost and amenities;
- Offer a visually appealing first point of exposure to the Delaware County area. The site’s design will be complementary to the current Delaware County brand, distinguish a clear sense of place and enhance future investors’ ability to research and differentiate the benefits of doing business in Delaware County in comparison to other areas of our region;
- Include the ability for non-tech leadership to easily and regularly update content, images, and links via an intuitive back end CMS system accessible from off-site;
- Be built with architecture that supports current best practices for search engine optimization, including editable title tags, meta descriptions and keywords, image and header tags, and possibly include responsive design features for mobile compatibility in mind.

We anticipate that you may also need assistance with domain name registration and back end CMS orientation of the site as it is launched. You have indicated that hosting will likely be via Delaware County.

This proposal outlines our process, timing and costs for developing the creative and technical solutions that will ultimately result in development of this new website in Fall 2014 to drive interest in Delaware County among business owners, site selectors and their clients.

OUR PROCESS

Peebles Creative Group is a full service agency with an amazing creative team of writers and graphic designers to help you put your best foot forward. Whether we’re creating a brand strategy from the ground up, building upon the foundation of an existing brand, or creating mutually beneficial co-promote opportunities between several of our clients, we offer a wide array of marketing services that can be packaged together to best fit your needs.

We have led the design efforts on many recently launched and/or still in development websites, numerous microsites and a convenient online ordering system for our own clients. We’d very much like the opportunity to serve Delaware County in the planning, design and launch of its new website next. In terms of our process, we’ll work closely with you to more fully discuss your goals, plus all required elements related to your new website. Your assigned account manager will first hold an information-gathering session with you, along with all stakeholders who should have a voice in the direction of the website, to fully discuss details about the functionality needed for the site, where the content will come from initially and, going forward, who will be responsible for providing and updating future content. We’ll review competitive economic development site architecture, discuss your preferences and how your target audiences will use your website, and understand the budget parameters within which we will need to responsibly strategize. We will include Switchbox, Inc., our digital development partner, throughout this first phase of the process to ensure that design, functionality, and programming are cohesive throughout the entire project.

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We will also participate with you in a separate, critically important Discovery and Architecture exercise, conducted by Switchbox, Inc., in which the full scope of the programming and navigational needs, logistics of the CMS system, site content and the use of that information, are discussed.

After we have worked together to gain this essential information, Peebles Creative Group will create a sitemap that will serve as the site’s architecture and guide for any work done by the creative and programming teams. Upon receiving your feedback and approval of the structural elements, we begin our creative design concepting and recommendations on best ways to create a truly engaging user experience. You will have an opportunity to review two different concepts, then select one for further refinement and development.

Once design direction is approved, we will design the home page and 7-10 subpages and present them to you for approval. After the design is finalized, we will create responsive design page examples if needed, and the required layered Photoshop files for Switchbox to use in the development and programming stage. At that time, any additional content you are able to provide, outside of what is already reflected in the first 7-10 subpages, will also be submitted to the developer.

We will continue to work with Switchbox as they develop, program, test, and launch your new website to ensure a smooth transition. They will also then provide training for you and any other internal team members on how to use your website’s CMS. You have determined that you will not need Switchbox’s hosting services, and would like the new website to be hosted on the Delaware County server.

Section 4 – Compensation:

We will sitemap, concept, provide assistance with content copywriting and editing if needed, and create designs for your home page, plus the first subpage for up to 10 navigation sections of your website, then turn over layered files to Switchbox, Inc. for development and programming. Peebles Creative Group fee for the sitemap, custom-designed homepage, and 10 subpages of the main website, plus search engine optimization via keywords and title tagging is \$10,000.

These fees include three rounds of review and revisions, plus one review of the programmed site prior to client review and Beta testing.

Development and programming costs vary depending on the functionality and optional services you select. Please see the proposal from Switchbox, Inc. for more specifics on the anticipated development and maintenance costs for the projected number of hours to complete the scope of work as defined to fit within your budget parameters.

A deposit of 25% (\$2,500) of the project design cost is due with the launch of the first planning meeting. Another 25% (\$2,500) is due once initial concepts have been presented, with the remaining 50% design balance due at completion of the work and hand-off of layered art files to the developer or printer. Payments are accepted via checks made payable to Peebles Creative Group. Credit cards are not accepted. The cost of additional outside services and materials (i.e. digital color outputs, couriers, printing, disks, and mailing) are invoiced separately as they are incurred. Unless yours is a non-profit organization, sales tax of 6.75% will be applied to each invoice. Creative concepts are copyrighted by Peebles Creative Group, Inc. Copyright transfers to client upon complete payment.

Section 5 – Payment:

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

Section 6 – Term; Completion of Work, Delays and Extensions:

Website Design and Development Process Time Span Anticipated

Strategic planning and Discovery sessions	2-4 hours	Late April
Website sitemapping	1-2 weeks	May
Internal creative team kick-off meeting	1 day	May
Creative concepting and copywriting	3-4 weeks	May-June
Website individual section/page design	6-8 weeks	June-July
Preparation of layered files for developer use	3 days	Late July
Complete development from layered files to Beta site	6-8 weeks	August-September
Beta site testing to launch	3 weeks	October

Work pursuant to this Agreement shall commence immediately upon execution of the Agreement. All Work associated with this Agreement shall be completed by the Consultant no later than October 31, 2014. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for a time extension, and the Administrator may grant such an extension, provided the Consultant has adhered to all other terms of the Agreement.

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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 \$1,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Additional Insured: The County, and its elected officials and employees, shall be named as additional insured with respect to all activities under this Agreement in the general liability policy required in Subsection 7.1.
- 7.4 Proof of Insurance: Prior to the commencement of any services under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insured in accordance with Subsection 7.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification:

The Consultant shall indemnify and hold free and harmless the County, and its elected officials and employees, from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportional extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Termination of Agreement:

The County may terminate this Agreement by proving a one week notice to Consultant at any time during the grant period. The Consultant shall immediately terminate services and submit a final invoice within thirty (30) days of receiving the Notice of Termination for services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work:

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

Section 11 – Ownership of Documents:

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

Section 12 – Miscellaneous Terms & Conditions:

- 12.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year 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 project, without the prior express written consent of County.
- 12.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties. In the event of a conflict between the terms stated in this Agreement and the documents incorporated by reference, the terms stated in this Agreement shall take precedence.
- 12.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 12.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 12.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of

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any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 12.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 12.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 12.9 Independent Contractor: Consultant agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Consultant also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

RESOLUTION NO. 14-466

IN THE MATTER OF APPROVING THE CONSULTING AND SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SWITCHBOX INC. TO PERFORM CONSULTING SERVICES AS A PRIORITY INITIATIVE AS PART OF AN ECONOMIC DEVELOPMENT ACTION PLAN THAT INCLUDES AN INTERACTIVE WEBPAGE TOOL (WEBSITE) PER RESOLUTION 13-496:

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

WHEREAS, for 2014, the Board budgeted \$45,000 for a strategic plan and website (21011113/5301). Purchase Order P1400624 for \$24,900 was approved for Regionomics to complete a strategic plan; and

WHEREAS, the Director of the Economic Development Department recommends approving Switchbox Inc. and Services Agreement to perform consulting services as a priority initiative for an Economic Development Website per Resolution 13-496.

WHEREAS, in concert with a strategic plan, a comprehensive website is critical to successfully attract businesses to Delaware County. Per the Scope of Work with Regionomics, "The website data tool is critical to give Delaware County the online presence needed to attract development. Increasingly, site selectors use online sources to collect initial information regarding communities. If this information is unavailable or difficult to access, the community is often not even considered. There is no way to know whether Delaware County's lack of a robust information store has resulted in lost attraction opportunities, but it is quite possible that it has. Consequently, this need is critical and must be addressed as soon as possible. There are several potential audiences of this tool in addition to site selectors; these include researchers, students and educators, and local citizens. These audiences have different needs and levels of sophistication, so an effective tool will

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require the audiences to be identified and prioritized by County officials. Regionomics can supply both the content and the messaging of the content, and can work with the County's website developers to ensure that the information is presented clearly and correctly;" and

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Services Contract with Switchbox Inc.

Section 1. The Board hereby awards the contract to and approves the contract with Switchbox Inc. in the amount of \$27,000.00.

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

CONSULTING AND SERVICES AGREEMENT

Section 1 – Parties to the Agreement:

This Agreement is entered into this 24th day of April, 2014, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, OH 43015 (the "County"), and Switchbox Inc., 4500 Mobile Dr., Columbus, OH 43220 ("Consultant").

Section 2 – Contract Administrator:

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

Section 3 – Scope of Services:

Summary:

Delaware County is looking to develop a site promoting its economic development opportunities, integrating existing research resources and providing a means whereby an employee designee (or designees) of the County can easily and efficiently manage the site's content. While the formal scope of work and related functionality will be defined during the Discovery process, that scope will focus on the following elements for inclusion:

Front-Facing Site

Switchbox will take the approved design templates provided by Peebles, and prepare the rendered designs for integration into the Content Management System that controls the site. Please note that 8 templates are included in the pricing; additional template integration will be an additional \$1,000 per template.

Content Management System (CMS)

Switchbox plans to use a proprietary CMS system developed in-house by our staff and currently deployed on nearly 20 installations (including, among others, the State Treasurer's Office, the Wexner Foundation, InHealth Mutual). The County will be granted perpetual usage rights to the proprietary CMS code, and there will be no ongoing licensing fees for the use of the software.

Ohio Insite Integration

The site will have data from Ohio Insight available for searching by site selectors. The OI information will be filtered to only return properties in Delaware County prior to it being displayed to any user of the site; this will eliminate returning information for sites outside the County's purview.

Administrative Controls

Switchbox anticipates creating three tiers of administrative control, restricting portions of the site to only high-level personnel with the authority to make changes, additions, deletions or influence content and control in other ways.

Featured Properties

The County will have control to feature a number of properties on their site through an independent control in the CMS. This functionality will allow the county to provide greater detail on a commercial site beyond that which is provided by Ohio Insite; this allows the County to control the message about the property to a very high degree.

Section 4 – Compensation:

Discovery: \$ 5,000

Includes onsite time, offsite review, analysis documentation, proposed course of action, pricing and timing.

Development (estimate): \$22,000

Build time to complete the Statement of Work developed during the Discovery process, QA/testing, and release to

County IT Department for installation on County servers.

Total \$27,000

Payment Schedule

Initial Deposit \$3,000

Upon delivery of Discovery documentation: \$2,000

Start of Development of Approved SOW 50% of SOW cost

Beta deployment of site 25% of SOW Cost

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Launch of Site 25% of SOW Cost

Section 5 – Payment:

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

Section 6 – Term; Completion of Work, Delays and Extensions:

Work pursuant to this Agreement shall commence immediately upon execution of the Agreement. All Work associated with this Agreement shall be completed by the Consultant no later than October 31, 2014. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for a time extension, and the Administrator may grant such an extension, provided the Consultant has adhered to all other terms of the Agreement.

Section 7 – Insurance:

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$1,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Additional Insured: The County, and its elected officials and employees, shall be named as additional insured with respect to all activities under this Agreement in the general liability policy required in Subsection 7.1.
- 7.4 Proof of Insurance: Prior to the commencement of any services under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insured in accordance with Subsection 7.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification:

The Consultant shall indemnify and hold free and harmless the County, and its elected officials and employees, from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportional extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Termination of Agreement:

The County may terminate this Agreement by proving a one week notice to Consultant at any time during the grant period. The Consultant shall immediately terminate services and submit a final invoice within thirty (30) days of receiving the Notice of Termination for services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work:

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

Section 11 – Ownership of Documents:

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

Section 12 – Miscellaneous Terms & Conditions:

- 12.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 12.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall

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constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties. In the event of a conflict between the terms stated in this Agreement and the documents incorporated by reference, the terms stated in this Agreement shall take precedence.

- 12.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 12.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 12.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 12.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 12.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 12.9 Independent Contractor: Consultant agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Consultant also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

RESOLUTION NO. 14-467

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SLATE CREEK PHASE 2A:

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

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Whereas, the construction of new sanitary sewers at the Slate Creek Phase 2A have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider’s agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Slate Creek Phase 2A	456 feet of 8- inch sewer	\$54,281.19
	3- manholes	\$7,143.81

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

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

RESOLUTION NO. 14-468

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR OLD HARBOR
ESTATES, SECTION 1 PHASES A & B:

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

Whereas, the Director of Environmental Services recommends the subdivider’s agreement;

Therefore be it resolved, that the Board of Commissioners approve the subdivider’s agreement for Old Harbor Estates, Section 1 Phases A & B:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 24th day of April 2014, by and between **OLD HARBOR ESTATES, LLC** herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **OLD HARBOR ESTATES, SECTION 1 PHASES A & B** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **41.0** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **OLD HARBOR ESTATES, SECTION 1 PHASES A & B**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

Said SUBDIVIDER shall fulfill and comply with all conditions required of the Delaware County Board of Commissioners as grantee of the sanitary sewer easement officially titled as “Department of the Army Easement for Pipeline Right of Way Located on Alum Creek Lake Project Delaware County, Ohio Tract No. 529”, approved by the Board of Commissioners via resolution 14-382. Said sanitary sewer easement is hereby incorporated into this agreement and referenced as Exhibit “1”. Notable requirements include, but are not limited to, the following:

- SUBDIVIDER shall pay the amount of Two Hundred Fifty Dollars and Zero Cents (\$250.00) as required in item 2a of said easement. Receipt of payment by shall be submitted to the County.
- SUBDIVIDER shall provide documentation from the Corps of Engineers stating that the requirement to remove the debris pile in Item 2a of said easement has been fulfilled to the satisfaction of the Corps of Engineers.
- SUBDIVIDER shall comply with all conditions of Item 5 of the easement.
- SUBDIVIDER shall comply with all special conditions listed in Item 23 of the easement.

OPTIONS:

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- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the estimated cost of construction (\$221,739.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option ____ for this project.

Initials _____ Date _____

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors’ agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative’s performance is deemed inadequate.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (\$7,760.87). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$18,900.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of -way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder’s Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown

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on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of- way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans, unless otherwise permitted by the SANITARY ENGINEER.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation verifying the required sanitary sewer easements have been recorded.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 14-469

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends the promotion of Tanya Hollen from a Social Services Worker III to a Social Services Supervisor; effective April 25, 2014;

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Therefore Be it Resolved, the Board of County Commissioners approve the promotion of Tanya Hollen from a Social Services Worker III to a Social Services Supervisor; effective April 25, 2014.

The Director of Job and Family Services recommends the promotion of Ashley Keller from a Social Services Worker III to a Social Services Supervisor; effective April 25, 2014;

Therefore Be it Resolved, the Board of County Commissioners approve the promotion Ashley Keller from a Social Services Worker III to a Social Services Supervisor; effective April 25, 2014.

The Director of Job and Family Services recommends the hiring of Ashley Johnson as an Income Maintenance Worker III; effective May 5, 2014.

Therefore Be it Resolved, the Board of County Commissioners approve the hiring of Ashley Johnson as an Income Maintenance Worker III; effective May 5, 2014.

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

RESOLUTION NO. 14-470

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ADMINISTRATIVE
SUPPORT - SECRETARY/ADMINISTRATIVE ASSISTANT FOR THE COMMISSIONERS'
PUBLIC DEFENDER'S OFFICE:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends approving the job description for the Administrative Support - Secretary/Administrative Assistant for the Commissioners' Public Defender's Office;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Administrative Support - Secretary/Administrative Assistant for the Commissioners' Public Defender's Office:

Job Title:	Administrative Support - Secretary/Administrative Assistant	Posting Dates:	
Department/Address:	Public Defender's Office 91 N. Sandusky St., Ground Level Delaware, OH 43015	Position Type:	Full Time, Non-Bargaining Unit
Typical Work Schedule:	M-F; 8:00 am - 4:30 pm 40 hours per week	Pay Range:	\$11.66-\$15.63/hour
Contact Information:	740/833-2120	FLSA:	Hourly, non-exempt
How to apply:	http://www.co.delaware.oh.us/hr/index.asp		
Objectives			
Individual is responsible for providing assistance to the Board of Commissioners offices and departments with the primary responsibility to the Public Defender's Office. Individual reports to the County Administrator.			
Job Standards			
High School education or equivalent plus two-years related work experience. Knowledge of court proceedings and terminology helpful. Must be a Notary Public or have the ability to become a Notary Public within one year of employment. Must have a valid Ohio driver's license and maintain an acceptable driving at all times, including insurability. Work involves moderately complex, relatively standardized tasks, processes and operations following established laws and procedures. All required licenses, certifications and commissions must be maintained as a condition of continued employment.			
Job Description			
ESSENTIAL JOB FUNCTIONS:			
<ul style="list-style-type: none">Follows department procedures for proper assignment of Public Defender cases;Assists departments in various projects and functions;Collects data, devises correspondence, completes forms and assists in the preparation of professional reports associated with Commissioners Office operations, including all departments under the authority of the Board of Commissioners;Contacts attorneys regarding cases following the rotation schedule and departmental policy;Prepares, copies and processes reimbursement billings from attorneys, inputs all billings in computer, processes reimbursement billings;Ensures individuals in the County Jail receive applications and notary statement;Prepares, processes and distributes incoming and outgoing documentation and correspondence;Performs routine accounting functions;Performs computer operations using MS Word, Excel, Access and Outlook;			

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<ul style="list-style-type: none">• Interviews, prepares files and notarizes applications from potential customers;• Acts as a Notary for documentation;• Answers telephone, screens calls, makes referrals, gives and receives information;• Receives and greets visitors;• Operates office equipment, as provided;• Perform any related essential functions as required;• Other duties as assigned. <p>NON-ESSENTIAL JOB FUNCTIONS:</p> <ul style="list-style-type: none">• Serves as backup to switchboard as needed in Commissioners' Office;• Performs any related non-essential functions as required. <p>I. JOB REQUIREMENTS AND DIFFICULTY OF WORK</p> <p>Equipment: Ability to use office equipment such as copier, computer, printer, telephone, and other equipment necessary to perform duties.</p> <p>Critical Skills/Expertise:</p> <ul style="list-style-type: none">• Knowledge of applicable Common Pleas, Municipal, and Juvenile court system procedures and terms, Ohio Public Defender Client Eligibility guidelines and applicable State of Ohio guidelines;• Knowledge of the applicable sections of the Ohio Revised Code;• Proficient in basic accounting;• Knowledge of interviewing techniques;• Proficient skills in Microsoft Word, Excel and Outlook;• Must be organized and dependable;• Must possess excellent customer service skills;• Ability to maintain confidentiality and adhere to confidentiality policy and guidelines;• Ability to communicate effectively both verbally and in writing;• Ability to compose standardized correspondence with minimal supervision;• Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;• Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;• Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.• Ability to interact and exchange information professionally with supervisors, co-workers, contractors, consultants, governmental entities, and others;• Ability to work independently and as part of a team, meet deadlines and prioritize assignments. <p>II. RESPONSIBILITY</p> <p>Individual receives general guidance allowing for the planning of procedures and methods to obtain objectives. Work is not necessarily reviewed. Individual makes some critical decisions independently regarding eligibility and attorney billings. Errors are usually detected within the office in which they occur possibly affecting work of others and requiring expenditure of time to correct.</p> <p>III. PERSONAL WORK RELATIONSHIPS</p> <p>Individual has daily contact with co-workers, public and private sector agencies, and the public. The purpose of these contacts is to obtain information, answer questions, and interview customers.</p> <p>IV. PHYSICAL EFFORT AND WORK ENVIRONMENT</p> <p>Physical Requirements: Individual performs sedentary work which may require the lifting of up to twenty-five (25) pounds.</p> <p>Physical Activity: Individual performs the following physical activities: stooping, kneeling, crouching, reaching, standing, lifting, talking, hearing, and repetitive motions.</p> <p>Visual Activity: Individual performs work where the seeing job is close to the eyes.</p> <p>Job Location: Individual performs duties in an office environment with no exposure to adverse environmental conditions.</p>

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RESOLUTION NO. 14-471

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 183.912 ACRES OF LAND
IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

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

WHEREAS, on March 19, 2014, the Clerk to the Board of the Delaware County Commissioners (the “Board”) received an annexation petition filed by, Michael R. Shade, Attorney at Law, agent for the petitioner, of 183.912 acres, more or less, in Berkshire Township to the Village of Sunbury (the “Petition”); and

WHEREAS, the Petition was filed pursuant to section 709.023 of the Revised Code; and

WHEREAS, on April 11, 2014, Berkshire Township filed with the Board an objection (Berkshire Township Resolution 14-4-1) to the Petition pursuant to section 709.023(D) of the Revised Code, which states, in pertinent part, that the Petition does not comply with section 709.023(E)(7) of the Revised Code; and

WHEREAS, pursuant to section 709.023(E) of the Revised Code, the Board reviewed the Petition to determine if the conditions stated therein have been met;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds, upon review of the Petition, that the Petition meets each of the conditions specified in section 709.023(E) of the Revised Code;

BE IT FURTHER RESOLVED that the Board hereby grants the annexation of 183.912 acres, more or less, in Berkshire Township to the Village of Sunbury, as prayed for in the Petition.

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

ADMINISTRATOR REPORTS

Tim Hansley:

- Tim Sutter, With FirstEnergy Corp, Stopped by with Information On The Power Energy Line In Concord Township that is now moving forward.
- Each Commissioner was given a draft of the Facilities Committee minutes
- Letter for Lodging Excise Tax was sent out yesterday

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- No reports

Commissioner O’Brien

- Regional Planning meeting tonight in the Meeting room here at 101 N. Sandusky
 - Facility needs for a larger meeting room needs addressed. For large meetings there is not enough room

Commissioner Stapleton

- Director Jenkins (Job and Family Services) was asked to speak and update the Board as to a request from the State of Ohio during Monday’s session
- CCAO meetings this afternoon and tomorrow morning
- Olentangy Local Schools rankings, both in Ohio and Nationwide, are very favorable

RESOLUTION NO. 14-472

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

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn into Executive Session at 10:59 AM.

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

RESOLUTION NO. 14-473

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn out of Executive Session at 11:20 AM.

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

*Commissioner O’Brien was absent for the adjourning of executive session due to prior engagement.

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There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners