

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 25, 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. 14-934

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 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 August 21, 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. 14-935

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD AUGUST 19, 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 special session on August 19, 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 special meeting.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-936

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0822:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0822 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Shrock Premier Customer	Move Ohio Forward program	22911716-5301	\$ 19,920.00

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

RESOLUTION NO. 14-937

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Juvenile Court is requesting that Lamont Kaiser attend a National Conference on Guardianship in New Orleans, LA from October 18-20, 2014 at the cost of \$1978.50 (fund number 27826325).

The County Engineer is requesting that Aaron Scheiderer attend various training and conferences at various locations throughout 2014 at the cost of \$925.00 (fund number 29240001).

The 911 Communication Department is requesting that 2 Delaware County Emergency Communications 911 employees attend a National Academy of Emergency Dispatch Conference in Columbus, Ohio October 29-31, 2014; at the cost of \$700.00 (fund number 21411306)

The EMS Department is requesting that Chuck Roderick attend a Comprehensive Nerve Update Conference in Columbus, Ohio October 17, 2014, at no cost.

The EMS Department is requesting that Glen Keating attend a Cardiac Emergencies Update Conference in Columbus, Ohio September 19, 2014, at the cost of \$25.00 (fund number 10011303).

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

RESOLUTION NO. 14-938

IN THE MATTER OF CHANGING THE STARTING TIME OF THE MONDAY SEPTEMBER 15th, 2014, COMMISSIONERS’ SESSION TO 9:00AM AND CHANGING THE LOCATION TO THE DELAWARE COUNTY FAIRGROUNDS STAGE BY COLISEUM:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to change the starting time of the Monday September 15th 2014, Commissioners’ Session to 9:00AM and to change the location to the Delaware County Fairgrounds Stage by Coliseum.

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

RESOLUTION NO. 14-939

IN THE MATTER OF CANCELING THE THURSDAY SEPTEMBER 18th, 2014 COMMISSIONERS’ SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to cancel the Thursday September 18th, 2014 Commissioners’ session.

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

RESOLUTION NO. 14-940

IN THE MATTER OF ACCEPTING PROMOTIONAL ITEMS FOR THE DELAWARE COUNTY FAIR ON BEHALF OF THE DELAWARE COUNTY PROSECUTOR’S OFFICE VICTIM SERVICES UNIT:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) may receive and apply gifts on behalf of the county, pursuant to section 9.20 of the Revised Code; and

WHEREAS, the Delaware County Prosecutor’s Office Victim Services Unit annually operates an informational and community outreach booth at the Delaware County Fair; and

WHEREAS, Magic Mountain and Cracker Barrel have each donated promotional items for the Victim Services Unit to utilize in promoting its informational and community outreach objectives at the Delaware County Fair;

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

Section 1. The Board hereby accepts the donation of promotional items from Magic Mountain and Cracker Barrel on behalf of the Delaware County Prosecutor’s Office Victim Services Unit.

Section 2. The Board hereby declares that the promotional items are not needed for public use but will serve a public purpose of promoting the Victim Services Unit’s informational and community outreach objectives at the Delaware County Fair and bringing public awareness to the plight of and services available to victims of crime.

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Section 3. The Board hereby authorizes the Victim Services Unit to distribute the promotional items at the Unit’s fair booth in accordance with the terms of the donations.

Section 4. This Resolution shall take effect immediately upon adoption.

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

RESOLUTION NO. 14-941

IN THE MATTER OF AWARDING THE BID AND APPROVING A CONTRACT WITH DOUBLE Z CONSTRUCTION FOR THE PROJECT KNOWN AS DEL-CR131-0.67, HARRIOTT ROAD IMPROVEMENTS PHASE 2:

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

**DEL-CR131-0.67, Harriott Road Improvements Phase 2
Bid Opening of August 5, 2014**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Double Z Construction, the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with Double Z Construction for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13t, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction. for the project known as DEL-CR131-0.67, Harriott Road Improvements Phase 2 as follows:

CONTRACT

THIS AGREEMENT is made this 25th day of August, 2014 by and between **Double Z Construction, 2550 Harrison Road, Columbus, Ohio 43204**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“DEL-CR131-0.67, Harriott Road Improvements Phase 2”**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **One Million One Hundred Eighty-Five Thousand Five Hundred Seventy-Four Dollars and Seventy-Two Cents (\$1,185,574.72)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any

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other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Double Z Construction for the project known as DEL-CR131-0.67, Harriott Road Improvements Phase 2.

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

RESOLUTION NO. 14-942

IN THE MATTER OF APPROVING A POST AUDIT WAIVER LETTER TO THE AUDITOR OF STATE’S OFFICE AS PART OF THE AUDIT OF THE BASIC FINANCIAL STATEMENTS OF DELAWARE COUNTY REGARDING THE DELAWARE COUNTY TRANSIT BOARD-DELAWARE AREA TRANSIT AGENCY- COMPLIANCE WITH THE NATIONAL TRANSIT DATABASE UNIFORM SYSTEM OF ACCOUNTS (USOA) REQUIREMENTS:

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

Whereas, the Delaware County Auditor supports the Executive Director of Delaware County Transit Board - Delaware Area Transit Agency in approving a Post Audit Waiver Letter to The Auditor Of State’s Office As Part Of The Audit Of The Basic Financial Statements Of Delaware County Regarding The Delaware County Transit Board-Delaware Area Transit Agency- Compliance With The National Transit Database Uniform System Of Accounts (USOA) Requirements:

Therefore Be It Resolved, that the Board of Commissioners approves a Post Audit Waiver Letter To The Auditor Of State’s Office As Part Of The Audit Of The Basic Financial Statements Of Delaware County, Regarding The Delaware County Transit Board-Delaware Area Transit Agency- Compliance With The National Transit Database Uniform System Of Accounts (USOA) Requirements, and authorizes the President of the Board to execute the letter on behalf of the Board.

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

RESOLUTION NO. 14-943

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR ESTATES OF GLEN OAK SECTION 5, PHASE B:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to accept the following Sanitary Subdivider’s Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for Estates of Glen Oak Section 5, Phase B:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 25th day of August 2014, by and between **Dominion Homes** herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **Estates of Glen Oak Section 5, Phase 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 **19** 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 **Estates of Glen Oak Section 5, Phase B**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (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 cost of construction (**\$46,213.50 for Estates of Glen Oak Section 5, Phase B**) which is acceptable

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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 2 for this project.

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 of the entire reviewed and approved plan **for Estates of Glen Oak Section 5, Phase B (\$1617.48)**. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$3,975.00** estimated to be necessary to pay the cost of inspection **for Estates of Glen Oak Section 5, Phase B** 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 on the approved engineering drawings. If any onsite easement or necessary right-of-way is not to be recorded as part of a

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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 and any surcharges 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 showing the required sanitary sewer easements

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

RESOLUTION NO. 14-944

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR NELSON FARMS
SECTION 2 PHASE A:**

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

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

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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:

Nelson Farms Section 2 Phase A:	1956’ feet of 8- inch sewer	\$101,769.00
	9- manholes	\$15,075.00

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. 14-945

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER ROOFING MATERIALS AND SERVICES PROJECT:

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

Whereas, Design-Build Solutions, Inc. is currently under contract to complete roofing repairs to the filter building at the Olentangy Environmental Control Center; and

Whereas, during construction of that project, it was determined there were unforeseen conditions from excessive water damage that required additional materials and services to repair the roof properly; and

Whereas, a field order approved the additional materials and services at the time of construction; and

Whereas, a change order is needed to increase the cost by \$25,872.00 for a new contract price of \$415,677.00; and

Whereas, there is not a change in the contract times; and

Whereas, the Sanitary Engineer has reviewed the above request and recommends approving Change Order No. 1.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 1 for the Olentangy Environmental Control Center Roofing Materials and Services Project for the Filter Building.

FURTHERMORE, Be It Resolved that the Board of Commissioners approve a purchase order with Design-Build Solutions, Inc. in the total amount of \$25,872.00 from org key 66611903-5410.

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

RESOLUTION NO. 14-946

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN DELAWARE COUNTY AND FEINKNOPF, MACIOCE, SCHAPPA ARCHITECTS FOR PLAN REVIEW SERVICES:

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with Feinknopf, Macioce, Schappa Architects for Plan Review Services.

AGREEMENT BETWEEN DELAWARE COUNTY, OHIO
AND FEINKNOPF, MACIOCE, SCHAPPA ARCHITECTS FOR PLAN REVIEW SERVICES

This Agreement, made and entered into this 25th day of August, 2014, by and between Delaware County, Ohio through the Board of County Commissioners (hereinafter referred to as the “County”) and Feinknopf, Macioce, Schappa Architects with offices at 995 West Third Avenue, Columbus, Ohio, 43212 (hereinafter referred to as the “Contractor”).

WHEREAS, the County is occasionally in need of residential and non-residential, backup plan examination services in the county; and

WHEREAS, the Contractor has qualified staff and is willing to provide the backup plan review; and

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WHEREAS, the County desires to establish this Agreement with the Contractor to provide the backup plan review services;

NOW, THEREFORE, the County and the Contractor, in consideration of their mutual covenants, agree as follows:

SECTION I. BASIC SERVICES OF THE CONTRACTOR

- A. The Contractor shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The Contractor shall review construction documents submitted to the Delaware County Code Compliance Office for conformance with the Delaware County Building Code, the Residential Code of Ohio and the Ohio Building Code, as adopted by the State of Ohio and/or the County. Upon completion of the review, the Contractor shall provide to the County an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted construction documents, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The Contractor agrees to review and return submitted construction documents to the County within seven (7) business days for residential and twelve (12) business days for commercial from the date of receipt by the Contractor.
- C. The Contractor shall maintain, at its own expense, copies of the necessary codes, standards, equipment, tools and vehicle(s) required for the execution of the services of this Agreement. This shall include the text, electronic file or online access to the current version adopted by the County.
- D. The Contractor shall, for the life of the agreement, maintain all certifications necessary for the execution of the services. Any loss of certification shall be communicated immediately to the County and promptly confirmed in writing to the County.
- E. The Contractor shall maintain, at its own expense, professional liability insurance at minimum amounts approved by the County.
- F. Throughout the entire term of this Agreement, the Contractor shall maintain, at its own expense, general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of \$2,000,000 and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- G. Throughout the entire term of this Agreement, Contractor agrees to maintain, at its own expense, automobile liability insurance on all vehicles used in connection with this Agreement, with a minimum coverage of Three Hundred Thousand Dollars (\$300,000) per occurrence, and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- H. The Contractor shall provide to the County proof of worker's compensation coverage as required by Ohio law.
- I. The Contractor shall furnish its own vehicle(s) for transportation. The Contractor's employees providing services hereunder shall, for the life of the agreement, maintain a valid driver's licenses.
- J. Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. Contractor shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, and local laws regarding discrimination in employment. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by County, and Contractor may be declared ineligible for future agreements with the County.

SECTION II. COUNTY RESPONSIBILITIES

- A. The County shall furnish to Contractor the standard forms necessary for the execution of the services. The County shall establish the necessary procedure for the plan review services.
- B. The County shall issue and/or collect all permits, registrations, fees, etc.
- C. The County shall provide to Contractor clerical services necessary for the processing of the permits.

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- D. The County shall provide for the pick up and delivery of construction documents.
- E. The County shall provide conference and meeting facilities for the Contractor to meet with applicants in regards to the work performed by the Contractor pursuant to this Agreement.
- F. The County shall use its best effort to secure release of other data held by others necessary for the Contractor to perform their obligations under this Agreement.
- G. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the County. The County shall provide for the appeal mechanism for disputes and complaints.

SECTION III. BASIS OF PAYMENT

- A. The Contractor shall be compensated based upon the following fee schedule:

Plan examination services - includes typed written comments and administrative costs

Commercial plan examination - \$78/hour, minimum fee equal to one hour

Residential plan examination - \$78/hour, minimum fee equal to one hour

Required meetings with County staff &/or customer - \$78/hour

Required attendance at Adjudication Hearing - \$78/hour

Reimbursable expenses – At cost

Mileage – \$0.55/mile

- B. Total payments pursuant to this Agreement shall not exceed \$10,000.
- C. The Contractor shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the Contractor's written Approval, Addendum Letter or Correction Letter.
- D. The Contractor shall invoice the County monthly for services rendered through the previous month, and the County agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The Contractor shall provide any additional supporting documentation upon the County's request. The County reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

SECTION IV. GENERAL CONSIDERATIONS

- A. This Agreement shall be governed by 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.
- B. The Contractor shall not assign their responsibilities under this Agreement to third parties without the County's written consent.
- C. This Agreement shall commence upon the date on which the County authorizes the signing of this Agreement and shall be valid for one (1) year.
- D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.
- E. Either party for convenience may terminate this Agreement without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause, provided the other party is given a reasonable opportunity to cure the alleged default.
- F. To the fullest extent permitted by law, the Contractor shall indemnify, keep, save and hold harmless the County, its officers, agents, servants, and employees from and in all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any act, damage, injury, accident or occurrence of any type arising from the Contractor's performance of this Agreement to the extent caused by Contractor, Contractor's officers, employees, agents, or any other person for whom Contractor is liable. The Contractor shall undertake to defend the County, at Contractor's sole expense, in and from any and all actions, claims, or demands brought against the County by reason of the things stated above or any and all actions performed or taken under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the County as a result of actions under or as a result of the performance of this Agreement, including but not limited to attorney's fees.

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- G. No employee of the Contractor shall at any time be considered an agent or employee of the County. The Contractor shall be considered an independent contractor and shall be responsible for the payment of all salary, benefits, insurance, workers compensation, taxes, and withholdings for its employees. **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.**
- H. 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 any prior, concurrent, or future breach, unless said waiver expressly states an intention to waive another specific term or provision or breach.
- I. Contractor states and agrees that the individual(s) who, on behalf of the Contractor, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of Contractor and are authorized to and have authority to enter this Agreement on behalf of Contractor and by so signing have authority to bind and do(es) bind Contractor to any and all terms of this Agreement.
- J. 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 in full force and effect.
- K. The subject headings of the paragraphs 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.
- L. This document represents the entire Agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.
- M. Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- N. 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.

FURTHERMORE, Be It Resolved that the Board of County Commissioners approve a purchase order with Feinknopf, Macioce, Schappa Architects in the total amount of \$10,000 from org key 10011301-5301.

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

RESOLUTION NO. 14-947

IN THE MATTER OF ACCEPTING AN ALLOTMENT OF TICKETS TO THE DELAWARE COUNTY FAIR FROM THE DELAWARE COUNTY AGRICULTURAL SOCIETY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has a long history of cooperation with and support of the Delaware County Agricultural Society (the "Society") and the Delaware County Fair; and

WHEREAS, the Society, in the spirit of continued cooperation and appreciation and in order to promote the Delaware County Fair and Delaware County as a whole, has presented Delaware County with a donated allotment of tickets to the Delaware County Fair; and

WHEREAS, the Board wishes to use the allotment of tickets for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County;

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

Section 1. The Board hereby accepts this allotment of tickets to the Delaware County Fair from the Delaware County Agricultural Society.

Section 2. The Board hereby declares that the allotment of tickets is accepted for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County.

Section 3. The Board hereby authorizes the Delaware County Administrator to cause distribution of said tickets to visiting dignitaries, in order to further the purposes stated in Section 2 herein, and to cause the distribution of any remaining tickets to county employees via raffle.

Section 4. This Resolution shall take effect immediately upon adoption.

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

RESOLUTION NO. 14-948

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE-MORROW COUNTY MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") appoints members to the Delaware-Morrow Mental Health and Recovery Services Board, and a vacancy exists with a term that expires on June 30, 2018; and

WHEREAS, Cynthia Tizzano has applied for appointment;

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

Section 1. The Board hereby appoints Cynthia Tizzano as a member of the Delaware- Morrow County Health & Recovery Services Board to the term expiring on June 30, 2018.

Section 2. The appointment approved in Section 1 hereof shall be effective immediately upon adoption of this Resolution.

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

RESOLUTION NO. 14-949

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 Emergency Communications recommends accepting the voluntary resignation of Amanda Crist as a Lead Telecommunicator; effective August 16, 2014;

Therefore Be it Resolved, the Board of Commissioner accept the voluntary resignation of Amanda Crist as a Lead Telecommunicator; effective August 16, 2014.

The Chief of Emergency Medical Services recommends accepting the voluntary resignation of Joshua deBrow as a paramedic; effective August 20, 2014;

Therefore Be it Resolved, the Board of Commissioners accept the voluntary resignation of Joshua deBrow as a paramedic; effective August 20, 2014.

The Director of Job and Family Services recommends hiring Chrystal Smith as an Income Maintenance Worker III with the JFS Department; effective September 15, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Chrystal Smith as an Income

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Maintenance Worker III with the JFS Department; effective September 15, 2014.

The Director of Job and Family Services recommends accepting the resignation of Rose Meade from the JFS Department; effective August 29, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Rose Meade from the JFS Department; effective August 29, 2014.

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

ADMINISTRATOR REPORTS

Tim Hansley

-Reminder about the Work Session today at 1:30. Discussion on the Traffic Impact Study Regarding the proposed Simon Tanger Outlet Mall

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton

-No reports

Commissioner O'Brien

-Attended and participated in the COYC meeting last Thursday. The Director of Youth Services from the state of Ohio was in attendance as well as Judge Spicer and Magistrate Hejmanowski. There are significant requirements the state has to comply with. COYC is scheduled for an audit which they need to pass. The question is if we do not comply with the audit would we lose money. The Board gives permission to the County Administrator to contact our Prosecution office for an opinion.

Commissioner Merrell

-MORPC will be doing a farm tour of Delaware County tomorrow which includes Price Organic and Stratford Farms.

RESOLUTION NO. 14-950

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISMISSAL; DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 9:47AM.

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

RESOLUTION NO. 14-951

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 11:08AM.

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

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

- 1) Discussion On The Traffic Impact Study Regarding The Proposed Simon Tanger Outlet Mall

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Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners