

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 23, 2015

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

Present:
 Gary Merrell, President
 Barb Lewis, Vice President
 Jeff Benton, Commissioner

1
 RESOLUTION NO. 15-1400

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 19, 2015:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 19, 2015; 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 Mrs. Lewis Aye Mr. Benton Aye

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 15-1401

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1120, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1120 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1120:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1120, memo transfers in batch numbers MTAPR1120, Procurement Card Payments in batch number PCAPR1120 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
AEP	Electric Services Scioto Reserve	66211907-5338	\$14,000.00
Motorola	Radios 911 Communications	21411306-5260	\$39,805.00
Child Care Various	Job and Family Program	22511607-5348	\$12,225.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1505586	PYRINEX INC	2 NETWORK SWITCHES FOR THE 911 CENTER	21411306-5450	\$12,000.00
R1505599	ROCKFORD HOMES INC	RETURN OF UNUSED INSPECTION FEES: NORTH FARMS 1	66211902-5319	\$33,060.00
R1505644	CHIRICO SCIENTIFIC LLC	REPLACEMENT SURGE PROTECTOR AT ALL TOWER SITES	21411306-5260	\$65,228.80

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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 RESOLUTION NO. 15-1402

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

The Economic Development Department is requesting that Commissioner Benton, Commissioner Lewis,

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Commissioner Merrell, Bob Lamb and Jenna Jackson attend the ED411 Conference in Columbus, Ohio December 4, 2015; at the cost of \$125.00 (Fund Number 21011113).

Environmental Services is requesting that Tiffany Jenkins attend the LeanOhio Bootcamp in Columbus, Ohio from November 30, 2015 – December 4, 2015 at no cost.

Environmental Services is requesting that Tiffany Jenkins, Eric Kletrovetz, Matt Lambert and Erik McPeek attend the County Sanitary Engineer Association of Ohio 2015 Winter Conference in Columbus, Ohio on December 7 and December 8, 2015 at a total cost of \$320.00 from org key 66211902-5305.

The 911 Communications Department is requesting that Chris Waldo attend an Aviat Microwave Training in San Antonio, Texas December 6-11, 2015, at the cost of \$1,910.00 (fund number 21411306).

The Economic Development Department is requesting that Bob Lamb and Jenna Jackson attend the NAIOP Conference in Dublin, Ohio December 9, 2015; at the cost of \$100.00 (Fund Number 21011113).

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-1403

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM NEW ASIA VENTURES, INC. DBA KOGENS TO DANCING SAMURAI LLC DBA KOGENS AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Asia Ventures, Inc has requested a transfer of a D5, D6 permit located at 9711 Sawmill Parkway & Patio, Powell, OH 43065 to Dancing Samurai, LLC located at the same address 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. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-1404

IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT WITH DOUBLE Z CONSTRUCTION COMPANY FOR DEL-CR124-2.77, HOME ROAD-STEITZ ROAD INTERSECTION PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

DEL-CR124-2.77, HOME ROAD-STEITZ ROAD INTERSECTION PROJECT
BID OPENING OF NOVEMBER 3, 2015

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Double Z Construction Company, the low bidder for the project known as DEL-CR124-2.77, Home Road-Steitz Road Intersection 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 Company for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction Company for the project known as DEL-CR124-2.77, Home Road-Steitz Road Intersection Project as follows.

CONTRACT

THIS AGREEMENT is made this 23rd day of November, 2015 by and between **Double Z Construction Company, 2550 Harrison Road, Columbus, Ohio 43204**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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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-CR124-2.77, Home Road-Steitz Road Intersection Project”**, 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 **Two Million Two Hundred Ninety-Nine Thousand Six Hundred Fifty-Two Dollars and Eight Cents (\$2,299,652.08)**, 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 other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

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RESOLUTION NO. 15-1405

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITIONS AND THE DITCH MAINTENANCE ASSESSMENTS FOR SLATE RIDGE COMMERCIAL SOUTH; RAVINES AT MCCAMMON CHASE AND LIBERTY TRACE SECTIONS 1 AND 2:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

SLATE RIDGE COMMERCIAL SOUTH

WHEREAS, on November 23, 2015, a Ditch Maintenance Petition for Slate Ridge Commercial South was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Slate Ridge Commercial South located off of U.S. 23 in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$509,132.76. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 58.20 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$8,747.99 per acre. An annual maintenance fee equal to 2% of this basis (\$174.96) will be collected for each developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$10,182.66 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

THE RAVINES AT MCCAMMON CHASE

WHEREAS, on November 23, 2015, a Ditch Maintenance Petition for The Ravines at McCammon Chase was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within The Ravines at McCammon Chase off of McCammon Chase Drive/Abbey Knoll Drive in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$91,256.00. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 35 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$2,607.00 per unit. An annual maintenance fee equal to 2% of this basis (\$52.00) will be collected for each developed condominium unit. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,825.00 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

LIBERTY TRACE SECTIONS 1 AND 2

WHEREAS, on November 23, 2015, a Ditch Maintenance Petition for Liberty Trace Sections 1 and 2 was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Liberty Trace Sections 1 and 2 off of Liberty and Home Roads in Liberty Township; and

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WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$1,247,300.00 (for Sections 1 and 2) for the benefit of the lots being created in this subdivision. 84 lots are being created in this plat and future plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$14,848.81 per lot. An annual maintenance fee equal to 2% of this basis (\$296.98) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for Section 1 lots (36) the amount of \$10,691.28 has been paid to Delaware County, receipt of which is hereby acknowledged.

Future Assessments to be paid at time of platting of Section 2 (48) lots \$14,255.04

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-1406

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR THE HEATHERS AT GOLF VILLAGE SECTION 1:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Whereas, Pulte Homes of Ohio LLC has submitted the Plat of Subdivision ("Plat") for The Heather's at Golf Village Section 1, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on August 7, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on August 9, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on September 21, 2015; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on September 22, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on October 26, 2015;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Heather's at Golf Village Section 1.

The Heather's at Golf Village Section 1:

Situated in the State Of Ohio, County Of Delaware, Township Of Liberty, and in Farm Lot C (16.04 acres) and Farm Lot 23 (0.616. acres), Quarter Township 2, Township 3, Range 19, United State Military Land, containing 16.657 acres of land, more or less, said 16.657 acres being a part of that tract of land conveyed to Pulte Homes of Ohio LLC by deed of record in Official Record 1305, Page 2538, Recorder's Office, Delaware County, Ohio.

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Cost: \$96.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 15-1407

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following work permits:

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

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

Permit #	Applicant	Location	Type of Work
U15-112	AEP	Olentangy Falls Sec. 1	2 Road Bores
U15-113	Columbia Gas	Ravines at Alum Creek	Install Gas Main
U15-114	Columbia Gas	Sawmill Parkway	Install Gas Main
U15-115	Columbia Gas	Home Road	Tie Into Existing Gas Main
U15-116	Columbia Gas	Steitz Road	Install Gas Main

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 15-1408

IN THE MATTER OF ACCEPTING AND AWARDING THE BID TO CTL ENGINEERING, INC. FOR ITB #15-01 TESTING AND INSPECTION SERVICES FOR THE DELAWARE COUNTY JUDICIAL BUILDING PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, Delaware County received bids for Testing and Inspection Services for the Delaware County Judicial Building project on October 27, 2015. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by CTL Engineering, Inc. has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by CTL Engineering, Inc. for ITB #15-01 - Testing and Inspection Services for the Delaware County Judicial Building as the lowest and best bid.

**PROFESSIONAL SERVICES AGREEMENT
Judicial Building – Testing and Inspection Services**

This Agreement is made and entered into this 23rd day of November, 2015, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and CTL Engineering, Inc., 2860 Fisher Rd., Columbus, OH 43204 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:
Testing and Inspection services for the Delaware County Judicial Building project located at 110 North Sandusky Street, Delaware, Ohio 43015.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement: ITB – Testing and Inspection Services.

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2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Facilities Manager as the Project Manager and agent of the County for this Agreement.
- 2.2 The Facilities Manager or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 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 Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal noted in Section 1.3.
- 4.2 For all services described in the Proposal not to exceed fee shall be Two Hundred Twenty Four Thousand Nine Hundred Eighty Dollars (\$224,980.00).
- 4.3 For all "If Authorized" tasks, the fee for each authorized task shall be at the rate specified in the Proposal. "If Authorized" tasks shall only be performed upon written Notice of the Facilities Manager.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Facilities Manager:

Name: Jon Melvin
 Address: 1405 US Rte. 23 N, Delaware, Ohio 43015
 Telephone: 740-833-2280
 Email: jmelvin@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Marc Montgomery, P.E.
 Address of Firm: 2860 Fisher Rd.
 City, State, Zip: Columbus, OH 43204
 Telephone: (614) 276-8123
 Email: mmotgomery@ctleng.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Facilities Manager, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Work upon written Notice to Proceed (“Authorization”) of the Facilities Manager and shall complete the work no later than June 29, 2017.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Facilities Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its 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 proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 The Consultant shall indemnify and hold free and harmless Delaware County and its 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission 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.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder, provided such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. 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.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 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 Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant 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.**
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 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.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

12

RESOLUTION NO. 15-1409

IN THE MATTER OF APPROVING THE ACQUISITION AND INSTALLATION OF A TELEPHONE SYSTEM UPGRADE FOR 9-1-1 EMERGENCY COMMUNICATIONS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, it is necessary to acquire a telephone system upgrade for the 9-1-1 center; and

WHEREAS, pursuant to section 128.03 of the Revised Code, the acquisition, installation, and maintenance of the telephone network for a 9-1-1 system is not subject to any requirement of competitive bidding; and

WHEREAS, quotes for the system upgrade were solicited from multiple vendors to ensure the acquisition of the best system for Delaware County at the most competitive price; and

WHEREAS, the Delaware County Emergency Communications Director recommends the acquisition of the telephone system upgrade from B&C Communications;

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

Section 1. The Board hereby approves the acquisition and installation of a telephone system upgrade for 9-1-1 emergency communications from B&C Communications, in accordance with Quote # BC50122G, dated November 13, 2015.

Section 2. The Board hereby approves a purchase order in the amount of \$339,911.00 to B&C Communications from Fund Number 21411306.

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B&C Communications

B&C Communications will sell to Delaware County Ohio the products and services as defined on our bid proposal with the following terms and conditions:

B&C Communications will invoice Delaware County at the following intervals for the Airbus solution and associated equipment being sold and installed at the above location.

1. Upon delivery of the majority of the primary system components - 50% of the total system price will be invoiced.
2. Upon completion of the installation – 20% of the total system price will be invoiced.
3. After 30 days of beneficial use – 30% of the total system will be invoiced.
4. All invoices are Net 30 days.
5. Delivery lead time is 4-12 weeks.
6. Purchase Order must be received by B&C Communications no later than 11-27-2015 in order to receive enclosed pricing, otherwise pricing subject to change.

Further Be it Resolved, that the Board of Commissioners approve the Purchase Request# R1505487 for \$339,911.00 to B & C COMMUNICATIONS INC. (21411306-5450)

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**13
RESOLUTION NO. 15-1410**

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FOR THE TIP FLOOR REPAIRS TO THE DELAWARE COUNTY SOLID WASTE TRANSFER STATION AGREEMENT:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Whereas, Tuttle Construction Inc. is currently under contract to complete the tip floor repairs to the Delaware County Solid Waste Transfer Station; and

Whereas, Work Directive No. 2 required additional materials and labor to expand the tipping floor replacement farther into the building to make drainage feasible and reduce potential damage to the new slab. The location of the connection per the design was not suitable; and

Whereas, there is an increase in the contract cost of \$14,079.78; and

Whereas, there is no change in the contract time; and

Whereas, the Director of Environmental Services recommends approving Change Order No. 2.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 2 for the tip floor repairs to the Delaware County Solid Waste Transfer Station and authorize the Director of Environmental Services to sign the Change Order document.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**14
RESOLUTION NO. 15-1411**

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR CHESHIRE WOODS SECTION 2:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following sanitary sewer construction plans for Cheshire Woods Section 2 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Cheshire Woods Section 2 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Cheshire Woods Section 2 for submittal to the Ohio EPA for their approval.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**15
RESOLUTION NO. 15-1412**

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY

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CHARGES FOR 6396 OLENTANGY RIVER ROAD, DELAWARE, OH 43015:

It was moved by Mrs. Lewis, seconded by Mrs. Benton to certify the Sanitary Sewer Capacity Charges as follows:

6396 Olentangy River Road, Delaware, OH 43015

In the amount of \$5,900.00 with \$1,105.13 finance charge (pro-rated over a 5 year period) making total of \$7,005.13 for placement on tax duplicate. Bi-annual payment being \$700.51.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

18

RESOLUTION NO. 15-1413

IN THE MATTER OF ACCEPTING A SANITARY PERFORMANCE BOND FOR OLENTANGY FALLS EAST SECTION 1:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Whereas, the developer for Olentangy Falls East Section 1 is requesting that the plat be signed and recorded prior to the construction of the sanitary sewer improvements being completed; and

Whereas, the Subdivider’s Agreement for this project requires a performance bond to be issued in an amount determined by the Sanitary Engineer for the remaining construction; and

Whereas, the Sanitary Engineer recommends accepting the provided performance bond.

THEREFORE BE IT RESOLVED that Delaware County Board of Commissioners accept the performance bond for Olentangy Falls East Section 1.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

19

RESOLUTION NO. 15-1414

IN THE MATTER OF APPROVING A PARTIAL RELEASE AND VACATION OF SANITARY SEWER EASEMENT:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following

WHEREAS, a Sanitary Sewer Easement was dedicated to Delaware County, Ohio by deed of record in Official Record 53, Page 2483, crossing Lot 2509 of the subdivision entitled, THE LAKES OF POWELL SECTION 6 PART 1, of record in Plat Cabinet 2, Slide 576, Lot 2602 of the subdivision entitled, THE LAKES OF POWELL SECTION 6 PART 2, of record in Plat Cabinet 2, Slide 682, and the right-of-way of Murphy Parkway, as dedicated Official Record 1385, Pages 2347-2348, Recorder’s Office, Delaware County, Ohio; and

WHEREAS, a portion of the easement is no longer needed by the County; and

WHEREAS, the City of Powell is completing roadway improvements that conflict with the portion of easement not used by the County; and

WHEREAS, the County Sewer District staff has reviewed the proposed improvements and determined that a portion of the previously recorded easement (more particularly described on the attached vacation exhibit) conflicts with the road improvements and is not necessary for the operation and maintenance of the adjacent sanitary sewer; and

WHEREAS, the City of Powell requests that the aforementioned portion of the previously recorded easement be vacated to allow for the proposed roadway improvements.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby vacates, terminates, cancels and releases the portion of the permanent easement recorded in Official Record 53, Page 2483, crossing Lot 2509 of the subdivision entitled, THE LAKES OF POWELL SECTION 6 PART 1, of record in Plat Cabinet 2, Slide 576, Lot 2602 of the subdivision entitled, THE LAKES OF POWELL SECTION 6 PART 2, of record in Plat Cabinet 2, Slide 682, and the right-of-way of Murphy Parkway, as dedicated Official Record 1385, Pages 2347-2348, Recorder’s Office, Delaware County, Ohio as shown on the attached vacation exhibit, and the obligations and burdens contained therein. (Copy available for review at the Commissioners’ Office until no longer of administrative value.)

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

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20

RESOLUTION NO. 15-1415

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS AND DECREASE OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Supplemental Appropriations

66711909-5301	LSWRF Improvements/Professional Services	10,000.00
66711909-5415	LSWRF Improvements/Sewer Construction	2,500,000.00
66711901-5410	Construction Fund/Building and Improvements	846,589.46

Decrease of Appropriations

66611905-5301	LSWRF Improvements/Professional Services	10,000.00
66611905-5415	LSWRF Improvements/Sewer Construction	2,500,000.00
66611906-5410	URF Tartan Fields/Building and Improvements	846,589.46

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

21

RESOLUTION NO. 15-1416

IN THE MATTER OF RE-APPOINTING KATHY NICOLOSI TO THE WEST CENTRAL COMMUNITY FACILITY GOVERNING BOARD:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Judicial Advisory Board of the West Central Community Correctional Facility created a Facility Governing Board to function as a “board of directors” for the West Central Community Correctional Facility; and

WHEREAS, the Judicial Advisory Board is vested with the responsibility and authority to establish the process for appointment of members of the Facility Governing Board in accordance with statutory limitations; and

WHEREAS, the Boards of County Commissioners of Delaware and Morrow counties shall jointly appoint one (1) member to the Facility Governing Board; and

WHEREAS, the members of the Facility Governing Board appointed by the Boards of County Commissioners of the member counties shall be appointed for three (3) year terms; and

WHEREAS, the Morrow County Commissioners and the Delaware County Commissioners have discussed the appointment of Kathy Nicolosi, to serve on the Governing Board, and the Morrow County Commissioners have agreed to the appointment;

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

Section 1. The Delaware County Board of Commissioners hereby approves the re-appointment of Kathy Nicolosi to the West Central Community Facility Governing Board for a term commencing immediately upon the appointment being approved by both boards of county commissioners and ending November 13, 2018.

Section 2. The Clerk of the Board is hereby directed to cause a copy of this Resolution to be delivered to the Morrow County Board of Commissioners and the West Central Community Correctional Facility Judicial Advisory Board.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

22

RESOLUTION NO. 15-1415

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR ADMINISTRATIVE SERVICES:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Supplemental Appropriations

60211902-5370	Employee Benefits/Insurance Premiums & Claims	\$1,000,000.00
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Further Be it Resolved, that the Board of Commissioners approve the purchase order increase to P1500623 for

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\$1,385,039.51 (60211902-5370)

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

23

RESOLUTION NO. 15-1416

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION AND SUPPLEMENTAL APPROPRIATION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Transfer of Appropriation

From	To	
10010101-5305	10010101-5201	3,000.00
Auditor/Training	Auditor/General Supplies	

Supplemental Appropriation

40311417-5328	DI Ruder #86 & Toot #98/Maintenance & Repair Services	2,207.39
40311421-5328	DI Dutcher #477 Scott/Maintenance & Repair Services	174.32
40311446-5328	Winding Creek Estates Sec 4/Maintenance & Repair Services	2,573.13
40311449-5328	Havens #503 DI/Maintenance & Repair Services	2,297.62
40311450-5328	Ribov #620 Watershed/Maintenance & Repair Services	1,728.89

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

24

ADMINISTRATOR REPORTS

No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-No reports

Commissioner Benton

-No reports

Commissioner Merrell

-Farmland Preservation has accepted Delaware County's application.

26

RESOLUTION NO. 15-1417

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR COLLECTIVE BARGAINING:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 10:05 AM.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1418

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session at 11:20 AM.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners