

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 20, 2016

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RESOLUTION NO. 16-912

IN THE MATTER OF APPROVING A RESOLUTION HONORING THE 32nd LITTLE BROWN JUG WALL OF FAME RECIPIENT:

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

Wall of Fame Honoree William C. "Bill" Lowe

WHEREAS, a Little Brown Jug Wall of Fame recipient is chosen and inducted by a panel of international harness racing enthusiasts each year; and

WHEREAS, former Delaware County Fair general manager William C. "Bill" Lowe has been selected as the 32nd Little Brown Jug Wall of Fame Honoree by the Delaware County Fair; and

WHEREAS, Lowe served as the part-time manager of the Delaware County Fair from 1982 until 1991, then became the full-time general manager in 1993, serving until 2001 when he joined the Ohio Bicentennial Commission. He returned to the helm of the Delaware County Fair again in 2013, a position he filled until his retirement in May 2016, having served a total of 23 years on the Fair's staff; and

WHEREAS, Lowe elevated the Delaware County Fair during his leadership tenures to its current position as one of the premier county fairs in the State of Ohio. He was elected a member of the Little Brown Jug Society in 1985 and has served as the Society's secretary for the past five years; and

WHEREAS, many of the more than 198,000 residents living in Delaware County support the Delaware County Fair and the Little Brown Jug Circuit and enjoy their days at the races;

NOW THEREFORE, be it resolved that the Delaware County Board of Commissioners honors and applauds William C. "Bill" Lowe for his exemplary career in the field of horse racing with the presentation of this proclamation.

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

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RESOLUTION NO. 16-913

IN THE MATTER OF PROCLAIMING SEPTEMBER 22, 2016 AS FALLS PREVENTION AWARENESS DAY IN DELAWARE COUNTY:

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

WHEREAS, it is estimated that 8.3 percent of Delaware County citizens are 65 years of age or older; and

WHEREAS, it is estimated that one third of senior over the age of 65 will fall each year; and

WHEREAS, in 2004-2006 an average of four Delaware County residents age 65 and older, died each year as a result of a fall; and

WHEREAS, falling, and the fear of falling, can lead to depression and hopelessness, loss of mobility, loss of functional independence; and

WHEREAS; older adults who fall are two to three times more likely to fall again; and

WHEREAS, fall related ER visit and hospitalization rates for Delaware County citizens 65 years and older were higher than rates for all other injuries combined; and

WHEREAS, the causes of falls vary with contributing factors including lack of strength in the lower extremities, the use of four or more medications, reduced vision, chronic health problems, and unsafe home conditions; and

WHEREAS, the quality of life is improved for Delaware County seniors who remain healthy, active and independent; and

WHEREAS, injuries from falls are a largely preventable community health problem; and

WHEREAS, the Delaware County Older Adults Falls Prevention Coalition, including more than 24 organizations from across the County, is working to increase awareness of this issue and encourage Delaware County residents to take steps to protect those who are at increased risk of falling;

NOW, THEREFORE, WE, the Delaware County Board of Commissioners, do hereby proclaim September 22,

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2016, as “FALL PREVENTION AWARENESS DAY”, in Delaware County and urge our citizens to commend its observance.

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

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RESOLUTION NO. 16-914

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0919 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0919:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0919, Procurement Card Payments in batch number PCAPR0919 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Fishel Hass Kim	Attorney Services Job and Family Department	22411605-5361	\$ 7,300.00
Santek	Alum Creek Sludge Disposal	66211904-5380	\$ 50,000.00
AEP	Electric Service Alum Creek	66211904-5338	\$250,000.00

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

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RESOLUTION NO. 16-915

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Nick Eichensehr, Kris Fluty, Lucas Baird, and Marc Counts attend an ABB Lunch & Learn – Drives & Controls in Groveport, Ohio on September 20, 2016 at no cost.

The Commissioners office is requesting that Ferzan Ahmed and Jane Hawes attend a COTA lunch in Columbus, OH on August 25, 2016 at the cost of \$160.24.

The Economic Development Department is requesting Bob Lamb to attend a Global Fluency class in Columbus, OH on October 25, 2016 at the cost of \$75.84.

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

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RESOLUTION NO. 16-916

IN THE MATTER OF EXECUTING A REAL ESTATE ACQUISITION SERVICES AGREEMENT WITH HINKLE REAL ESTATE ADVISORS, INC.:

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

Whereas the Sanitary Engineer recommends approval of an agreement with Hinkle Real Estate Advisors, Inc.;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Hinkle Real Estate Advisors, Inc.; for real estate acquisition services as follows:

Furthermore be it resolved that the Board of County Commissioners approval the following purchase orders:

Hinkle Real Estate Advisors, Inc. for \$40,000.00 from 66211903-5301 and \$30,000.00 from 66211904-5301

DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 20th day of September, 2016 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of Hinkle Real Estate Advisors, Inc., 7140 North High Street, Suite #210, Worthington, Ohio 43085 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as

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Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

Section 3 – Basic Services of Consultant

The duties of the Consultant shall encompass the following tasks within Delaware County.

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$10,000 in value;
- B. Value Analysis, for parcels under \$10,000 in value at a rate of \$750 per report.
- C. Value Finding Reports at a rate of \$1,750 per report.
- D. Summary Reports not to exceed \$10,000 per report.
- E. Appraisal Updates billed at 50% of the original appraisal fee unless significant plan changes have occurred.
- F. Value Analysis reviews at \$400 per each.
- G. Parcel Impact Notes at \$125 per each
- H. Value Finding reviews at \$900 per each.
- I. Summary Report reviews at 50% of initial appraisal fee.
- J. Pre-Trial Services including consultation, depositions, interrogatories, trial preparation and court testimony are billed at the rate of \$250 per hour.

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section 3, an amount not to exceed Seventy Thousand Dollars (\$70,000.00). Costs will vary depending on actual time required to perform the services requested.
- 4.2 The actual cost plus reimbursable expenses as incurred by the Consultant in the performance of the portion of the work outlined in Section 3 of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Notwithstanding any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$70,000. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2017 or when the amount of \$70,000, as described previously, has been invoiced and paid to the Consultant (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date the County receives the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.
- 5.2 County shall provide all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

- 6.1 The Consultant shall provide a written, detailed cost proposal for each project at the request of the County prior to services being performed.
- 6.2 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

Section 7 – Insurance

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

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

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless 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 extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the work, and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets.

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final invoice for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 13.2 Independent Contractor: Consultant agrees that he/she/it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Consultant assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified the Consultant as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Consultant or any of Consultant's employees for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

Consultant acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed he/she/it

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RESOLUTION NO. 16-917

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR
LIBERTY TRACE SECTION 3 PHASE A AND THE CORNERS AT JOHNNYCAKES:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following sanitary sewer improvement plans for Liberty Trace Section 3 Phase A and The Corners at Johnnycakes for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends the sanitary sewer improvement plans for submittal to the Ohio EPA.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for Liberty Trace Section 3 Phase A and The Corners at Johnnycakes for submittal to the Ohio EPA for their approval.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- It is good to have EMA Director, Sean Miller back with us. Sending best wishes to his wife and baby.
- Last Wednesday went to the Cincinnati area to look at their Transportation District. This is a fact finding phase and will update each commissioner on the progress.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Was wearing a The Ohio State University tie due to a gentleman's bet with Commissioner Benton. The Buckeyes won again the University of Oklahoma.
- Would like to say a hello to Tim Hansley who is in the audience today.

Commissioner Benton

- Would like to say that Gary's tie looks very good on him. The Buckeyes played a great game on Saturday.
- The Little Brown Jug is this Thursday. Expecting 45,000-50,000 people in attendance.
- The Veteran's dinner is Wednesday evening, expecting around 600 people for that.
- The Wall of Fame ceremony is tonight.

Commissioner Lewis

- Sandy Kuhn spoke. She stated that the fair broke an attendance record yesterday. The Junior Fair sales are tonight and tomorrow.
- Pointed out some of those in attendance today and thanked them for coming to the fair.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton