

LANCASTER COUNTY COMMISSIONERS' MEETING

AGENDA

JANUARY 20, 2016



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Dennis Stuckey.
2. Pledge of Allegiance
3. Minutes as Distributed: Postpone approval of December 16, 2015 Commissioners' Meeting Minutes, December 30, 2015 Commissioners' Meeting Minutes, January 4, 2016 Commissioners' Organizational Meeting Minutes, January 6, 2016 Commissioners' Meeting Minutes and January 13, 2016 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
 - a. **Resolution No. 12 of 2016**
Daniel Foltz, Assistant Buyer, Purchasing
 - b. **Resolution No. 13 of 2016**
Andrea McCue, Chief Clerk
 - c. **Resolution No. 14 of 2016**
Andrea McCue, Chief Clerk
 - d. **Facilities Management – Temporary Construction Easement Agreements**
Charles Douts, Director, Facilities Management
 - e. **Agreement for the Sale of Commercial Real Estate – 2260 Erin Court**
Christine Sable, President and Broker, Sable Commercial Realty
Monica Miller, Howard Hanna Real Estate
6. Business from Guests
7. Adjourn

RESOLUTION NO. 12 OF 2016

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, Sealed proposals were received by the County of Lancaster and publicly opened and read on Wednesday, January 6, 2016 at 11:00 a.m. for road/traffic line painting services for the County of Lancaster and participating members of the Lancaster County Cooperative Purchasing Board for a period of one year commencing March 1, 2016 through February 28, 2017, with a one-year extension option.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER COUNTY BOARD OF COMMISSIONERS, That a contract be awarded to the following company, for the item and amount specified, which is the lowest and/or best bid received, and is in accordance with the advertisements, specifications and bids received therefore, and a contract therefore directed to be drawn.

| <u>Contract Awarded To:</u> | <u>For:</u> | <u>Amount:</u> |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Alpha Space Control Chambersburg, Pennsylvania | Road/Traffic Line Painting Services for the County of Lancaster and Participating Members of the Lancaster County Cooperative Purchasing Board for a period of one year commencing March 1, 2016 through February 28, 2017, with a one-year extension option | \$707,350.93 |
| | Lancaster County's Portion | \$0.00 |

RESOLUTION NO. 13 OF 2016

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, Pursuant to 16 P.S. §1001, The County has the authority to appoint a professional engineer trained in civil engineering to be styled the "County Engineer"; and

WHEREAS, On January 25, 2012, the County of Lancaster entered into a consultant agreement with RETTEW Associates, Inc. to provide professional engineering services to the County and the appointed County Engineer; and

WHEREAS, The agreement outlines that no modification to this agreement shall be effective unless reduced to writing and executed by both parties.

NOW, THEREFORE, BE IT RESOLVED That the parties mutually agree to amend the consultant agreement to reflect the changes in the rate schedule retroactive to the date of prior approval by the Board of Commissioners on January 15, 2014.

ATTEST:

Lancaster County Board of Commissioners

Andrea McCue, Chief Clerk DATE

Dennis P. Stuckey, Chairman DATE

Joshua G. Parsons, Vice Chairman DATE

Craig E. Lehman DATE

RETTEW ASSOCIATES, Inc.

Mark Lauriello, PE, President DATE

RESOLUTION NO. 14 OF 2016

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, Pursuant to 16 P.S. §1001, The County has the authority to appoint a professional engineer trained in civil engineering to be styled the "County Engineer"; and

WHEREAS, On January 25, 2012, the County of Lancaster entered into a consultant agreement with RETTEW Associates, Inc. to provide professional engineering services to the County and the appointed County Engineer; and

WHEREAS, The agreement outlines that no modification to this agreement shall be effective unless reduced to writing and executed by both parties.

NOW, THEREFORE, BE IT RESOLVED That the parties mutually agree to amend the consultant agreement to reflect the changes in the rate schedule retroactive to the date of prior approval by the Board of Commissioners on February 11, 2015.

ATTEST:

Lancaster County Board of Commissioners

Andrea McCue, Chief Clerk DATE

Dennis P. Stuckey, Chairman DATE

Joshua G. Parsons, Vice Chairman DATE

Craig E. Lehman DATE

RETTEW ASSOCIATES, Inc.

Mark Lauriello, PE, President DATE

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Facilities Management Department, to approve the following:

1. **Temporary Construction Easement Agreement With:**

Charles A. and Lois J. Hess
Pequea, Pennsylvania

Purpose:

To convey to the County of Lancaster a temporary construction easement over certain property abutting North Loop Road (Tax Account No. 430-79296-0-0000) in preparation for the removal of County-owned Pequea No. 11 Bridge located on North Loop Road between Conestoga and Martic Townships in accordance with the terms and conditions set forth in the Agreement. The County shall restore and replace, at its own expense, all property damaged or removed in connection with construction related to this project, including restoration and replacement of shrubs, fencing, curbing and driveway.

Amount:

\$4,475.50.

Term:

Effective January 20, 2016 through completion of project.

2. **Temporary Construction Easement Agreement With:**

Christian and M. Elaine Hess
Pequea, Pennsylvania

Purpose:

To convey to the County of Lancaster a temporary construction easement over certain property abutting North Loop Road (Tax Account No. 120-53212-0--0000) in preparation for the removal of County-owned Pequea No. 11 Bridge located on North Loop Road between Conestoga and Martic Townships in accordance with the terms and conditions set forth in the Agreement. The County shall restore and replace, at its own expense, all property damaged or removed in connection with construction related to this project, including restoration and replacement of shrubs, fencing, curbing and driveway.

Amount:

\$355.50.

Term:

Effective January 20, 2016 through completion of project.

“continued”

Facilities Management – Temporary Construction Easement Agreements

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3. **Temporary Construction Easement With:**

Stephen J. Ruof a/k/a Steven J. Ruof
Pequea, Pennsylvania

Purpose:

To convey to the County of Lancaster a temporary construction easement over certain property abutting North Loop Road (Tax Account No. 430-16403-0-0000) in preparation for the removal of County-owned Pequea No. 11 Bridge located on North Loop Road between Conestoga and Martic Townships in accordance with the terms and conditions set forth in the Agreement. The County shall restore and replace, at its own expense, all property damaged or removed in connection with construction related to this project, including restoration and replacement of shrubs, fencing, curbing and driveway.

Amount:

\$420.50

Term:

Effective January 20, 2016 through completion of project.

1/20/16

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to approve the offer submitted by Lancaster Holdings and Asset Management for the purchase of 2260 Erin Court, an office condominium owned by the County and located in East Hempfield Township, at the following terms and conditions:

- Purchase Price: \$1,000,000.00
- Settlement Date: On or before June 1, 2016
- Due Diligence/Inspections Period: 30 days from date of full execution of the agreement, such execution to be on or before end of business day January 21, 2016.
- Finance Contingency: Contingent upon obtaining a loan commitment of at least \$750,000.00 for a 20 year term; interest rate not to exceed 5%, on or before March 31, 2016.
- Appraisal Contingency: Contingent upon property appraising at or above sale price.
- Transfer taxes to be split equally between Buyer and Seller.
- Buyer shall agree to reimburse the County on a pro-rata basis for the remaining lease commissions on the Howard Hanna lease from date of settlement to end of lease, approximately 19 months. Estimated amount will be \$5,148.02 depending on exact day of settlement.
- Buyer shall agree to sign, after the conclusion of its due diligence period, and at least two weeks prior to settlement, the Erin Court Condominium Addendum, provided to Buyer in advance of this agreement.
- Buyer understands that it must contribute three months capital contribution to the Erin Court Condominium Association upon settlement.
- Buyer understands that it is buying the property as is, and although Buyer may make inspections and evaluations, the County will not make repairs or concessions.