

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

10:30 AM Final Hearing By The Commissioners For The Peachblow Road And Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project

RESOLUTION NO. 11-1284

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 3, 2011:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on November 3, 2011; 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. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

- 1) Phil Panzarella, Berlin Township Trustee; Concerns On Safety For Cheshire Road; Africa Road Intersection
- 2) Ron Bullard, Berlin Township Trustee; Concerns On Safety For Cheshire Road; Lackey Old State -Flashing Lights Were Installed At The 3B’s And K Intersection With The Help Of Berlin And Berkshire Townships
- Would Like The Solution To Have A Minimal Noise Level To The Residents

RESOLUTION NO. 11-1285

IN THE MATTER OF PROCLAIMING NOVEMBER, 2011 AS ADOPTION MONTH IN DELAWARE COUNTY:

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

Whereas, every child deserves to have a loving, nurturing and permanent family to provide a stable, caring and supportive environment; and

Whereas, a growing number of Ohioans are building families through adoption enabling hundreds of individual children and siblings of all ages, races, cultures, mental and physical conditions and emotional needs, to become members of the community; and

Whereas, adoptive parents are rewarded by the joy of nurturing and supporting these children as they become happy and productive adult members of the community; and

Whereas, citizens should be encouraged to demonstrate their respect and gratitude for adoptive parents who unselfishly share their lives; and

Whereas, The Delaware County Department of Job and Family Services, public and private child care agencies and adoption support groups work diligently for Delaware County's children in need of permanent, safe and loving homes; and strive to increase public awareness of the importance of adoptions.

Now Therefore Be It Resolved, that, the Commissioners of Delaware County do hereby proclaim November 2011, as adoption Month in Delaware County and encourage citizens to observe this month by honoring adoptive families and to participate in efforts to find permanent homes for waiting children.

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

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011

RESOLUTION NO. 11-1286

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,  
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1104:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1104, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO’ Increase</b>			
Delaware Motive	Parts/Vehicle	10011106-5228	\$ 7,500.00
AEP	Sewer District Services	66211903-5338	\$12,000.00
Facilities	Fuel and Parts for Sewer District	66211901-5228	\$ 8,000.00

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

RESOLUTION NO. 11-1287

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL  
APPROPRIATIONS FOR THE AUDITOR’S OFFICE:

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

**Supplemental Appropriation**

20315101-5101	Data Center/Health Insurance	\$11,950.00
---------------	------------------------------	-------------

**Transfer of Appropriation**

<b>From:</b>	<b>To:</b>	
20110105-5301	20110105-5001	\$16,800.00
REA/Contract Services	REA/Compensation	
20110105-5450	20110105-5004	\$ 7,000.00
REA/Equip>5,000	REA/Overtime	

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

RESOLUTION NO. 11-1288

IN THE MATTER OF APPROVING A LETTER OF ARRANGEMENT BETWEEN DELAWARE  
COUNTY AND THE AUDITOR OF STATE’S OFFICE:

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

Whereas, the Delaware County Auditor recommends approval of the letter of arrangement between the Delaware County and the Auditor of State’s Office;

Therefore Be It Resolved, that the Commissioners approves the letter of arrangement between the Delaware County and the Auditor of State’s Office.

Honorable George Kaitsa  
Delaware County Auditor  
140 North Sandusky Street P.O. Box 8006  
Delaware, Ohio 43015

Dear Mr. Kaitsa:

This letter is to confirm our understanding of the terms and objectives of our engagement with Delaware County and the nature and limitations of the services we will provide.

We will provide the following services:

Using our conversion software and information provided by the County, the Local Government Services Section of the Office of the Auditor of State (LGS) will compile the basic financial statements for Delaware County for the year ending December 31, 2011.

LGS is responsible for conducting the engagement in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America as promulgated by the

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

Governmental Accounting Standards Board.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the County's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, the accountant will not express an opinion or provide any assurance regarding the financial statements.

If for any reason we are unable to complete the compilation of the County's financial statements, we will not issue a report on such statements as a result of this engagement. Subsequent to the completion of the compilation, LGS will provide technical assistance in assembling the County's Comprehensive Annual Financial Report (CAFR). LGS will not issue a compilation report. Rather, we will provide a "management only" copy of the compiled financial statements for management to submit to your auditors. We will also retain a copy to meet the annual report filing requirement with our office.

Delaware County remains responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the County to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also the County's responsibility to design, implement, and maintain internal controls, including monitoring ongoing activities.

To demonstrate that the County is fulfilling these responsibilities, the following safeguards will be observed. The County will designate a management level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the County has determined that someone other than the individual with whom we worked last year will fulfill this role, the County must submit documentation to support the new designee's knowledge and capability to perform this function. We will meet with this individual periodically to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this conversion and compilation and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered into the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the County:

1. Information required to confirm appropriate fund classification and major fund status;
2. Information to allow the allocation of internal service funds to governmental and business-type activities;
3. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements, including original budget amounts for all funds required to be presented in the basic financial statements, and documentation to insure that financial records are in agreement with amended certificates requested and appropriations passed by the County Commissioners during the year;
4. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with bank reconciliations of all County funds and bank accounts as of year end;
5. Documentation for receivables including taxes, intergovernmental, and accounts receivable, inventory, and prepaid items as of year end;
6. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for the year;
7. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payable, workers' compensation, retirement, and other current and long-term liabilities as of year end;
8. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the year, increases and decreases, and the purpose for which the short-term debt was issued;
9. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums, and discounts for additions should be identified separately.
10. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;
11. Information to support necessary modified accrual and accrual adjustments at year end;

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

12. Information regarding transfers by fund including the amount and purpose for each transfer;
13. The transmittal letter and statistical section;
14. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers, or financial institution account numbers associated with an individual. The County shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the County must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the County and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the County in terms of resources, recordkeeping, or other issues, the County and LGS may collaborate on alternative methods of providing the County's data to LGS without compromising the personal information on individuals served or employed by the County.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to insure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of the compilation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements, review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements, enter usable information from the prior year trial balances to the trial balances that will be used for the year being reported, and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

Management is responsible for identifying and ensuring the County complies with the laws and regulations applicable to its activities. Management is also responsible to prevent and detect fraud. Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

It is estimated that 260 hours will be needed to complete this engagement for 2011. Our fees for these services will be billed monthly to the County at a rate of \$50 per hour, and the total cost is not anticipated to exceed \$13,000. If additional time or services should be necessary, we will notify the County regarding any amendment to this contract that may be required.

If you are in agreement with the terms of this contract, please sign and certify this engagement letter in the appropriate spaces and return it to me no later than December 1, 2011. If we do not hear from you by December 1, 2011, we will assume the County does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor of State. Should you have any questions concerning this letter, please do not hesitate to contact Belinda L. Miller, Chief Project Manager, at 1-800-345-2519.

Sincerely,

DAVE YOST Auditor of State

Unice S. Smith Chief of Local Government Services

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

**RESOLUTION NO. 11-1289**

**IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH**

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011

CLEARSPAN FABRIC STRUCTURES INTERNATIONAL INC. FOR THE BERKSHIRE SALT  
STORAGE SHED PREFABRICATED BUILDING DESIGN/BUILD CONTRACT:

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

Berkshire Salt Storage Shed Prefabricated Building Design/Build Contract  
Bid Opening Of October 4, 2011

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to ClearSpan Fabric Structures International Inc. of Windsor, Connecticut, the low bidder for the project. A copy of the bid tabulation is available for your information, and

Whereas, available are two copies of the Contract with ClearSpan Fabric Structures International Inc. for your approval along with copies of the Certification Affidavit in Compliance with O.R.C. Section 3517.33 and the Terrorist Exclusion List, and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and ClearSpan Fabric Structures International Inc. for the project known as Berkshire Salt Storage Shed Prefabricated Building Design/Build Contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Contract between The Delaware County Commissioners and ClearSpan Fabric Structures International Inc. for the project known as Berkshire Salt Storage Shed Prefabricated Building Design/Build Contract:

CONTRACT

THIS AGREEMENT is made this 7<sup>th</sup> day of November, 2011 by and between ClearSpan Fabric Structures International Inc., hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

ClearSpan Fabric Structures International Inc.  
1395 John Fitch Boulevard S.  
Windsor, Connecticut 06074

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 “Berkshire Salt Storage Shed Prefabricated Building Design/Build Contract”, 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 **\$33,986.00 (Thirty-three Thousand Nine Hundred Eighty-six Dollars)**, 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.

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

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

**RESOLUTION NO. 11-1290**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN SCOTT KOLOFF AND DEBORAH KOLOFF AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Scott Koloff and Deborah Koloff for the Sawmill Parkway Extension;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Scott Koloff and Deborah Koloff for the Sawmill Parkway Extension.

**CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS**

**WITNESSETH:** On this 7th day of November, 2011, Scott Koloff and Deborah Koloff, husband and wife, whose address is 2485 Bean-Oller Road, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)  
40-WD, 40-T Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

**TERMS OF PURCHASE:**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Ten Thousand Five Hundred Twenty Dollars (\$10,520.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
  - (A) All title, rights, and interest in and to the PROPERTY; and,
  - (B) For damages to any residual lands of the SELLER; and,
  - (C) For SELLER's covenants herein; and,
  - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
  - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011

---

- 14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

RESOLUTION NO. 11-1291

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN  
STEPHEN A. CRITSER AND KATHLEEN M.G. CRITSER AND THE BOARD OF DELAWARE  
COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Stephen A. Critser and Kathleen M.G. Critser for the Sawmill Parkway Extension;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Stephen A. Critser and Kathleen M.G. Critser for the Sawmill Parkway Extension.

CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS

**WITNESSETH:** On this 7th day of November, 2011, Stephen A. Critser and Kathleen M. G. Critser, husband and wife, whose address is 1780 Ford Road, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)  
66A-WD Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

- 1. PURCHASER promises and agrees to pay to the SELLER the total sum of Seven Thousand Ninety Dollars (\$7,090.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
  - (a) All title, rights, and interest in and to the PROPERTY; and,
  - (b) For damages to any residual lands of the SELLER; and,
  - (c) For SELLER's covenants herein; and,
  - (d) For expenses related to the relocation of the SELLER, their family, and business; and,
  - (e) or any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes,



**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.

10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011

---

but not limited to attorney’s fees.

12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER’s heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.

16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

**RESOLUTION NO. 11-1292**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH  
TRANSYSTEMS OF OHIO FOR THE PROJECT KNOWN AS DEL-CR124-(SR315) HOME ROAD &  
SR 315 INTERSECTION IMPROVEMENTS:**

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

WHEREAS, section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL-CR124-(SR315) HOME ROAD & SR 315 INTERSECTION IMPROVEMENTS; and

WHEREAS, the County Engineer has selected the consulting firm of TranSystems of Ohio through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for engineering and design of the improvements, and requests that the Board enter into Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Professional Services Contract is hereby approved:

**PROFESSIONAL SERVICES CONTRACT**  
**DEL-CR124-(SR315) HOME ROAD & SR 315 INTERSECTION IMPROVEMENTS**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 7<sup>th</sup> day of November, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of TranSystems of Ohio, 1105 Schrock Road, Suite 400, Columbus, Ohio 43229 (“Consultant”).

**Section 2 – Contract Administrator**

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

**Section 3 – Scope of Services (Work)**

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services dated August 5, 2011 and Price Proposal dated September 23, 2011, by this reference hereby made part of this Agreement. In performing the services required by this Agreement, the Consultant shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Consultant makes no express or implied warranty beyond its commitment to conform to this standard. The County expressly acknowledges that there are no implied warranties of fitness for a particular purpose or merchantability applicable to the services rendered by the Consultant.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **Eighty-Three Thousand, Nine Hundred Seventy Two Dollars (\$83,972)** and additional “If Authorized” tasks identified in said Price Proposal not to exceed **Fifteen Thousand Eight Hundred Fourteen Dollars (15,814)** in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Administrator 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. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions**

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than October 1, 2012. Consultant shall not proceed with Work on “If Authorized” tasks without written authorization from the Administrator. 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 Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**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.
- 7.4 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 Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing 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.
- 7.5 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.
- 7.6 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. The Consultant will provide an updated Certificate of insurance to the County upon request. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

The Consultant shall indemnify and hold free and harmless the County and its 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.

**Section 9 – Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. 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.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the 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.

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials. All documents are prepared solely for use in connection with this Agreement. Any use by, or authorized by, the County on any other project or for any purpose other than as intended by Consultant shall be without any liability to Consultant.

**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 there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

13.9 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.

13.10 Campaign Finance – Compliance with R.C. 3517.13: 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.

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

**RESOLUTION NO. 11-1293**

**IN THE MATTER OF SETTING THE BID DATE AND TIME FOR THE HICKORY KNOLL  
SEWAGE TREATMENT SYSTEM INSTALLATION:**

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

Whereas, the Director Of Environmental Services recommends setting the bid date and time for the Hickory Knoll Sewage Treatment System Installation;

Therefore be it resolved, that the Board of County Commissioners approve the sealed bid resolution for the Hickory Knoll Sewage Treatment System Installation.

**SEALED BIDS**

**SEALED BIDS** for HICKORY KNOLL SCHOOL SEWAGE TREATMENT SYSTEM will be received by the County of Delaware, Ohio at the Office of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, until 2:00 o'clock PM local time November 28, 2011, and then at said Office publicly opened and read aloud.

The Bidder shall furnish all labor and material to install an on-lot sewage treatment system for the Hickory Knoll School located at 4981 County Home Road, Brown Township, Delaware County.

**THE CONTRACT DOCUMENTS** may be examined at the following locations:

Delaware County Sanitary Engineer  
50 Channing Street  
Delaware, Ohio 43015

A CD containing plans, specifications, bid forms and contract documents in PDF format may be obtained at the office of the Delaware County Sanitary Engineer free of charge.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

Each bidder is required to furnish with its bid, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The Board of County Commissioners reserves the right to reject any and all BIDS, and/or to award to the lowest and best BIDDER. Each BID must contain the full name of every person or company interested in the same.

Engineer's Estimate is \$55,000.00

By ORDER of the Board of County Commissioners.  
This 7th day of November, 2011.  
The Bid will be advertised November 11 and November 18.

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

**RESOLUTION NO. 11-1294**

**IN THE MATTER OF SETTING THE BID DATE AND TIME FOR THE OECC NON-POTABLE PUMP REPLACEMENT PROJECT:**

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

Whereas, the Director Of Environmental Services recommends setting the bid date and time for the OECC Non-Potable Pump Replacement Project;

Therefore be it resolved, that the Board of County Commissioners approve the sealed bid resolution for the OECC Non-Potable Pump Replacement Project.

**SEALED BIDS**

**SEALED BIDS** for OECC NON-POTABLE PUMP REPLACEMENT will be received by the County of Delaware, Ohio at the Office of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, until 2:00 o'clock PM local time December 14, and then at said Office publicly opened and read aloud.

The Bidder shall furnish all labor and material to replace the existing 300gpm Non-Potable Pumps OECC (Olentangy Environmental Control Center).

**THE CONTRACT DOCUMENTS** may be examined at the following locations:

Delaware County Sanitary Engineer  
50 Channing Street  
Delaware, Ohio 43015

A CD containing plans, specifications, bid forms and contract documents in PDF format may be obtained at the office of the Delaware County Sanitary Engineer free of charge.

Each bidder is required to furnish with its bid, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The Board of County Commissioners reserves the right to reject any and all BIDS, and/or to award to the lowest and best BIDDER. Each BID must contain the full name of every person or company interested in the same.

Engineer's Estimate is \$100,000.00

By ORDER of the Board of County Commissioners.  
This 7th day of November, 2011.  
The Bid will be advertised November 16, November 23, and November 30.

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

**RESOLUTION NO. 11-1295**

**IN THE MATTER OF EXECUTING AN AGREEMENT WITH FLOWLINE, LLC OF OBETZ, OHIO TO PERFORM THE SANITARY SEWER COLLECTION SYSTEM MANHOLE REHABILITATION-NORTHERN LAKES SUBDIVISION ALONG HILMAR DRIVE IN WESTERVILLE, OHIO:**

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

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

Whereas, five selected manholes in the Northern Lakes subdivision are experiencing severe disrepair due to hydrogen sulfide attack, and will need to be relined in order to be rehabilitated, and

Whereas, Flowline LLC has submitted a lump sum price of \$22,875.00 for the manhole rehabilitation work, and

Whereas, County Staff recommends executing an agreement with Flowline, LLC for the rehabilitation of the five selected manholes,

Therefore be it resolved that the Board of County Commissioners execute an agreement for the Sanitary Sewer Collection System Manhole Rehabilitation-Northern Lakes Subdivision along Hilmar Drive in Westerville, Ohio with Flowline, LLC of Obetz, Ohio.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for: Flowline, LLC for \$22,875.00 from 66611904-5328

**SANITARY SEWER COLLECTION SYSTEM MANHOLE REHABILITATION  
NORTHERN LAKES SUBDIVISION**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 7th day of November, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Flowline LLC, 3800 Lockbourne Road, Obetz, Ohio 43207 ("Contractor").

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

**Section 3 – Scope of Services (Work)**

Contractor agrees to furnish, unto the County, Manhole Rehabilitation in Northern Lakes Subdivision in accordance with the Scope of Services attached hereto (Exhibit "A") and, by this reference, hereby made part of this Agreement (hereinafter "the Scope"). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Section 4 – Compensation**

The County shall pay a Lump Sum of Twenty Two Thousand Eight Hundred Seventy Five Dollars and No Cents (\$22,875.00).

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator 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. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Term**

This Agreement shall take immediate effect upon execution, and Contractor shall commence Work upon written authorization of the Administrator.

**Section 7 – Insurance**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Ohio such insurance as will protect the Contractor and the County from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor, by a subcontractor of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Scope to be performed;
2. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011**

---

7. claims involving contractual liability insurance applicable to the Contractor's obligations under the article titled INDEMNIFICATION found herein; and

The insurance policy required by this Article shall be written for not less than one million dollars (\$1,000,000.00) for any person injured in any accident and with a total liability of two million dollars (\$2,000,000.00) for all persons injured in any one accident and the amount of one million dollars (\$1,000,000.00) for each accident or occurrence as compensation for damage caused to property of others. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of termination of this Agreement.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of this Agreement. The insurance policies required by this Article shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the County. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

The insurance policy described in this Section shall name the County as an additional insured, and prior to any work being performed hereunder, the Contractor shall provide properly executed endorsements indicating the County has been added as an additional insured.

**Section 8 – Liability and Warranties**

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its 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 Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor 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.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the 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 in writing.

**Section 11 – Miscellaneous Terms & Conditions**

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor 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.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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



COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011

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.

- 11.6 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.
- 11.7 Homeland Security: Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 11.8 Non-Discrimination/Equal Opportunity: Contractor 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.

Contractor 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.

Contractor 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.

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

EXHIBIT A  
Sanitary Sewer Collection System Manhole Rehabilitation  
Northern Lakes Subdivision  
Scope of Work

Contractor shall provide the following minimum services as required by Delaware County:

Tasks

Perform the Rehabilitation of selected Manholes within the Northern Lakes Subdivision, along Hillmar Dr.

Provided Equipment

Contractor shall provide the all equipment to facilitate the completion of the above tasks, including but not limited to:

- Ability to enter manholes and structures (both confined and un confined space) to depths of 20 feet below the adjacent ground surface
- Bypass pumps as needed
- All required support vehicles, equipment, power, hand tools, and both non consumable and consumable materials to complete the required work

Provided Labor and Materials

Contractor shall provide all labor and materials required to complete tasks and assignments as required by the County.

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

RESOLUTION NO. 11-1296

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR SCIOTO RESERVE:

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

Transfer of Appropriation

From	To	
66611907-5410	66611907-5201	
URF Scioto Reserve/Capital	URF Scioto Reserve/Supplies	\$ 20,000.00

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011

---

66611907-5410	66611907-5250					
URF Scioto Reserve/Capital	URF Scioto Reserve/Minor Tools	\$		18,000.00		
Vote on Motion	Mr. Thompson	Aye	Mr. Stapleton	Aye	Mr. O'Brien	Aye

RESOLUTION NO. 11-1297

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of The Child Support Enforcement Agency recommends hiring Aaron Layne Howard as a Case Manager with the CSEA Department; effective November 28, 2011;

Therefore Be It Resolved, that the Board of Delaware County Commissioners approve hiring Aaron Layne Howard as a Case Manager with the CSEA Department; effective November 28, 2011.

Vote on Motion	Mr. Stapleton	Aye	Mr. Thompson	Aye	Mr. O'Brien	Aye
----------------	---------------	-----	--------------	-----	-------------	-----

RESOLUTION NO. 11-1298

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR JUVENILE COURT:

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

Transfer of Appropriation		Amount
From	To	
10026201-5335	10026201-5120	\$17,500.00
Juvenile Court/Maint Contracts	Juvenile Court/PERS	

Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye
----------------	-------------	-----	--------------	-----	---------------	-----

RESOLUTION NO. 11-1299

IN THE MATTER OF SCHEDULING A SPECIAL COMMISSIONERS’ SESSION FOR 2012 BUDGET HEARINGS STARTING AT 9:00AM THURSDAY NOVEMBER 10, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve scheduling a Special Commissioners’ session for 2012 budget hearings starting at 9:00AM Thursday November 10, 2011.

Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson	Aye	Mr. Stapleton	Aye
----------------	-------------	-----	--------------	-----	---------------	-----

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Thompson  
-The Commissioners Will Be Attending The Veterans Event At The Council For Older Adults On Friday

Commissioner O’Brien  
-Budget Hearings; No Other Meetings Scheduled

Commissioner Stapleton  
-No Additional Comments

Note: George Kaista, Auditor, Followed Up On The Casino Revenue Question; 51% Goes Into A Gross Revenue Fund Based On Population

RESOLUTION NO. 11-1300

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

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:14AM.

Vote on Motion	Mr. Stapleton	Aye	Mr. O'Brien	Aye	Mr. Thompson	Aye
----------------	---------------	-----	-------------	-----	--------------	-----

RESOLUTION NO. 11-1301

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011

---

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 10:35AM.

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

**RESOLUTION NO. 11-1302**

**FINAL HEARING FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to open the hearing at 10:35AM.

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

**RESOLUTION NO. 11-1303**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**RESOLUTION NO. 11-1304**

**IN THE MATTER OF COMMISSIONERS ACKNOWLEDGING RECEIPT OF "EXHIBIT P" A CLAIM FOR DAMAGES FILED BY ALBERT AREHART FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to accept the following:

Whereas, before the start of the Monday November 7<sup>th</sup>, 2011 public hearing a claim for damages was filed by **Albert Arehart** for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project; (Claim labeled "Exhibit P" and is available in the Commissioners' Office file for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project),

Therefore, Be It Resolved, the Board of Commissioners of Delaware County, Ohio Acknowledges the claim for damages filed by **Albert Arehart** for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project; (Claim labeled "Exhibit P" and is available in the Commissioners' Office file for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage improvement Petition Project).

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

**RESOLUTION NO. 11-1305**

**IN THE MATTER OF COMMISSIONERS DENYING THE CLAIM FOR DAMAGES FILED BY ALBERT AREHART FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to deny the claim for damages filed by Albert Arehart for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement petition Project, (Claim labeled "Exhibit P" and is available in the Commissioners' Office file for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project).

Whereas, on January 22, 2009, a Drainage Improvement Petition for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on May 18, 2009 with Resolution 09-595 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project, and

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 7, 2011

Whereas, the Board scheduled a final hearing on The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project on Monday November 7, 2011; and

Whereas, before the start of the Monday November 7<sup>th</sup>, 2011 public hearing a claim for damages were filed by Albert Arehart for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project (Claim labeled “Exhibit P” and is available in the Commissioners’ Office file for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project), and

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio denies the claim for damages filed by Albert Arehart for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project (Claim labeled “Exhibit P” and is available in the Commissioners’ Office file for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage improvement Petition Project).

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

RESOLUTION NO. 11-1306

IN THE MATTER OF CONTINUING THE FINAL PUBLIC HEARING FOR CONSIDERATION OF  
THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS)  
DRAINAGE IMPROVEMENT PETITION TO MONDAY JANUARY 23, 2012 AT 10:30AM:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to continue the Final public hearing for consideration Of The Peachblow Road And Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition To Monday January 23, 2012 At 10:30am.

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

There being no further business, the meeting adjourned.

Ken O’Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners