

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2012

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 Public Hearing For Consideration Of The Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6  
Subdivision Drainage Petition

RESOLUTION NO. 12-776

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 2, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 2, 2012; 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

RESOLUTION NO. 12-777

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0803:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0803 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
AEP	Utility Environmental Services	66211904-5338	\$ 75,000.00
Del Co Water	Water Bills LSWRF	66211905-5338	\$ 10,000.00
USA Blue Book	Parts For Environmental Services	66211903-5292 (Line 20)	\$ 2,400.00
USA Blue Book	Parts For Environmental Services	66211904-5292 (Line 21)	\$ 2,400.00

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

RESOLUTION NO. 12-778

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas (Adult Court Services) is requesting that Tamar Fowler and Laurie Winhigler attend a MRT Instructor Training Course in Delaware County August 27-30, 2012; at the cost of \$1,100.00

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

RESOLUTION NO. 12-779

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2012**

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3<sup>rd</sup>, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Delaware County Board Of Developmental Disabilities has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder and;

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Delaware County Board Of Developmental Disabilities and;

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Board Of Developmental Disabilities authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

**Appointing Authority: Delaware County Board Of Developmental Disabilities**

- |  |  |
|--|--|
| <b>Name on Card:</b>                     | <b><u>Lee Ann Davenport</u></b>                                |
| Office/Department:                       | Delaware County Board Of Developmental Disabilities            |
| Daily spending per card:                 | \$ 500.00  |
| Monthly spending per card:               | \$2,500.00   |
| Single transaction limit:                | \$ 500.00  |
| Daily number of transactions per card:   | 10   |
| Monthly number of transactions per card: | 50   |
| <br>                                     |  |
| <b>Name on Card:</b>                     | <b><u>Amber Clevenger</u></b>                                  |
| Office/Department:                       | Delaware County Board Of Developmental Disabilities (FCFC)     |
| Daily spending per card:                 | \$1,000.00   |
| Monthly spending per card:               | \$5,000.00   |
| Single transaction limit:                | \$1,000.00   |
| Daily number of transactions per card:   | 10   |
| Monthly number of transactions per card: | 20   |
| <br>                                     |  |
| <b>Name on Card:</b>                     | <b><u>Margaret Kroon Van Diest</u></b>                         |
| Office/Department:                       | Delaware County Board Of Developmental Disabilities (FCFC)     |
| Daily spending per card:                 | \$1,000.00   |
| Monthly spending per card:               | \$5,000.00   |
| Single transaction limit:                | \$1,000.00   |
| Daily number of transactions per card:   | 10   |
| Monthly number of transactions per card: | 20   |
| <br>                                     |  |
| <b>Name on Card:</b>                     | <b><u>Cheryl Smart</u></b>                                     |
| Office/Department:                       | Delaware County Board Of Developmental Disabilities (Adult SA) |
| Daily spending per card:                 | \$2,000.00   |
| Monthly spending per card:               | \$5,000.00   |
| Single transaction limit:                | \$2,000.00   |
| Daily number of transactions per card:   | 2  |
| Monthly number of transactions per card: | 10   |

**Department Coordinator:** **Wendy Mack**

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

**RESOLUTION NO. 12-780**

**IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR SORRENTO AT HIGHLAND LAKES:**

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

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2012**

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Whereas, as The Engineer recommends approving the Project Agreement for Sorrento at Highland Lakes;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Project Agreement for Sorrento at Highland Lakes:

**Sorrento at Highland Lakes**

**PROJECT AGREEMENT**

**THIS AGREEMENT** made and entered into this 6<sup>th</sup> day of August 2012, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ROMANELLI & HUGHES**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **SORRENTO AT HIGHLAND LAKES**, which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** shall deposit inspection fees in the amount of **TWENTY-TWO THOUSAND DOLLARS ( \$22,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 4) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 5) The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 6) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices" and "Traffic Control for Construction and Maintenance"**.
- 7) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 8) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 9) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 10) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

**RESOLUTION NO. 12-781**

**IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR DERBY GLEN FARMS SECTION 2:**

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

Whereas, as The Engineer recommends approving the Project Agreement for Derby Glen Farms Section 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Project Agreement for Derby Glen Farms Section 2:

**Derby Glen Farms Section 2**

**PROJECT AGREEMENT**  
**PROJECT NUMBER: 12028**

**THIS AGREEMENT**, executed on this 6<sup>th</sup> day of August 2012 between **JEWETT ROAD LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **DERBY GLEN FARMS SECTION 2** further identified as Project Number 12028 is governed by the following considerations to wit:

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2012**

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Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-EIGHT THOUSAND DOLLARS (\$38,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2012**

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CONSTRUCTION COST ESTIMATE	\$478,680.00
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 47,870.00
INSPECTION FEE DEPOSIT	\$ 38,000.00

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

**RESOLUTION NO. 12-782**

**IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR MEADOWS AT LEWIS CENTER SECTION 1, PHASE B, PART 1:**

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

Whereas, as The Engineer recommends approving the Project Agreement For Meadows at Lewis Center Section 1, Phase B, Part 1;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Project Agreement For Meadows at Lewis Center Section 1, Phase B, Part 1.

**Meadows at Lewis Center Section 1, Phase B, Part 1**

**PROJECT AGREEMENT**  
**PROJECT NUMBER: 12029**

**THIS AGREEMENT**, executed on this 6<sup>th</sup> day of August between **JONES/LEWIS CENTER LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **MEADOWS AT LEWIS CENTER SECTION 1, PHASE B, PART 1** further identified as Project Number 12029 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

3. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
4. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWENTY THOUSAND DOLLARS (\$20,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2012

accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto.**

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS.**

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER.** All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS,** as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer.**

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County.**

**Should the OWNER become unable to carry out the provisions of this AGREEMENT,** the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT.**

**In consideration whereof,** the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$396,160
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 39,700
INSPECTION FEE DEPOSIT	\$ 20,000

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

**RESOLUTION NO. 12-783**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY MID-OHIO PAVING, INC. FOR THE VILLAGE OF ASHLEY FORMULA 2011 STREET IMPROVEMENT PROJECT:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, bids were received on July 23, 2012, from Mid-Ohio Paving and Decker Construction for the Village of Ashley Street Improvements; and

WHEREAS, Glenn Halmbacher, the engineer for Ashley, reviewed the bids, and the bid submitted by Mid-Ohio Paving, in the amount of \$19,608.00, has been determined to be the lowest and best bid; and

WHEREAS, the Director of the Economic Development Department recommends approval of this Resolution;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners awards the bid to, and approves the contract with, Mid-Ohio Paving, in the amount of \$19,608.00 for Street Improvements in the Village of Ashley.

Section 2. This Resolution shall take effect and be in force immediately after its passage.

**CONTRACT**

THIS AGREEMENT made this 6<sup>th</sup> day of August, 2012, by and between, Mid-Ohio Paving, Inc., a corporation organized and existing under the laws of the State of Ohio (hereinafter called the "Contractor") and the Delaware County Commissioners (hereinafter called the "Owner").

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2012**

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WITNESSETH, that the Contractor and the Owner for the consideration 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 street improvements on

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: consist of partial and full depth paving repairs, asphalt overlays on Fraley's Ally, Bank's Ally, and Main Street.

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 of up to (\$19,608.00), 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 for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

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

Article 4. Miscellaneous Terms & Conditions

- 4.1 Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Contractor also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 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.
- 4.3 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.
- 4.4 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 to the fullest extent permissible under the law.
- 4.5 Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 4.6 Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2012**

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the loss of use resulting therefrom, to the extent caused by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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

**RESOLUTION NO. 12-784**

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF A GRANT APPLICATION FROM THE DEPARTMENT OF JOB AND FAMILY SERVICES TO THE COUNCIL FOR OLDER ADULTS TO FUND A YOUTH CHORE PROGRAM:**

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

Grant: Youth Chore Program  
Source: Council for Older Adults  
Grant Period: January 2013 – December 2013

Delaware County Department of Job and Family Services would like to continue to provide the Chore Service for seniors during 2012 which has been in operation since the summer of 1993. The youth crew members will be Workforce Investment Act (WIA) Program eligible participants who are low income or have special needs in some way. These youth will be responsible for contacting referrals made by Council for Older Adults staff, setting up appointments for the chores to be completed, obtaining directions, determining needed supplies and performing the actual work. In addition to the work aforementioned, the youth will participate in academic enrichment activities at the worksite and at the Delaware Area Career Center.

This program is funded with the COA Grant funds and WIA funds.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**  
**-No Additional Comments**

**Commissioner Thompson**  
**Attended:**  
**-Mainstreet First Friday**  
**-“Praise Jam” At Mingo Saturday**  
**-Article In Dispatch On Energy Source**

**Commissioner Stapleton**  
**-No Additional Comments**

**RESOLUTION NO. 12-785**

**10:30AM PUBLIC HEARING FOR CONSIDERATION OF THE OAK CREEK PHASE 1, 1-2, 1-3, 1-4, 1-5, 1-6 SUBDIVISION DRAINAGE PETITION FILED BY TRUSTEES WITH THE OAK CREEK HOMEOWNERS ASSOCIATION, AND OTHERS:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to open the hearing at 10:30AM.

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

**RESOLUTION NO. 12-786**

**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. Thompson, seconded by Mr. Stapleton 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. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

**RESOLUTION NO. 12-787**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE OAK**



**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2012**

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**CREEK PHASE 1, 1-2, 1-3, 1-4, 1-5, 1-6 SUBDIVISION DRAINAGE PETITION FILED BY TRUSTEES WITH THE OAK CREEK HOMEOWNERS ASSOCIATION, AND OTHERS:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to close the hearing at 10:40AM.

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

**RESOLUTION NO. 12-788**

**IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE OAK CREEK PHASE 1, 1-2, 1-3, 1-4, 1-5, 1-6 SUBDIVISION DRAINAGE PETITION:**

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

Whereas, on February 29, 2012, a Drainage Petition for The Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision Watershed was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on Monday May 21<sup>st</sup>, 2012, conducted a view of the proposed improvements; and

Whereas, the Board on Monday August 6<sup>th</sup>, 2012, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision Watershed Drainage Petition Project; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision Watershed Drainage Petition Project. The Board hereby fixes August 6, 2013 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR OAK CREEK PHASE 1, 1-2, 1-3, 1-4, 1-5, 1-6 SUBDIVISION DRAINAGE PETITION PROJECT 40311441.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2012

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners