

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 29, 2012**

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**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**

**RESOLUTION NO. 12-1097**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 25, 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 October 25, 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**

**RETIREMENT TRIBUTE, DOTTIE BROWN OREWILER**

**RESOLUTION NO. 12-1098**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1026, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1026:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1026, memo transfers in batch numbers MTAPR1026 and Purchase Orders as listed below:

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

**RESOLUTION NO. 12-1099**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Commissioners' Office is requesting that Commissioner Dennis Stapleton, Commissioner Ken O'Brien, and Tim Hansley attend the CCAO Winter Conference in Columbus, Ohio December 10-11, 2012, at the cost of \$840.00 (Fund Number 10011101).

The Administrative Services Department is requesting that Dawn Huston and Teri Morgan attend the CCAO Winter Conference in Columbus, Ohio December 10-11, 2012, at the cost of \$600.00 (Fund Number 10011108).

The CSEA Department is requesting that Debra Benjamin and Aaron Howard attend a Building Bridges Between Child Support and Corrections in Orient, Ohio December 4, 2012; at no cost.

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

**RESOLUTION NO. 12-1100**

**IN THE MATTER OF CANCELING THE MONDAY DECEMBER 10, 2012 COMMISSIONERS' SESSION DUE THE COUNTY COMMISSIONERS ASSOCIATION ANNUAL CONFERENCE:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to cancel the Monday December 10, 2012

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Commissioners' Session Due To The County Commissioners Association Annual Conference.

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

**RESOLUTION NO. 12-1101**

**IN THE MATTER OF RESCHEDULING THE FINAL HEARING FOR THE WINGATE FARMS PHASES I & II DRAINAGE MAINTENANCE PETITION PROJECT:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to reschedule the final hearing date of December 3, 2012 for The Wingate Farms Phase I and II Drainage Maintenance Petition Project to Monday January 14, 2013 at 10:30am.

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

**RESOLUTION NO. 12-1102**

**IN THE MATTER OF A LIQUOR LICENSE TRANSFER REQUEST FROM EAGLE BENT TREE LLC DBA BENT TREE GOLF CLUB, PATIO AND GOLF COURSE TO NEW ERA GOLF BT INC. DBA BENT TREE GOLF CLUB, PATIO AND GOLF COURSE AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berkshire Township Trustees that New Era Golf BT INC. DBA Bent Tree Golf Club, Patio and Golf Course has requested a transfer of the D5 permit from Eagle Bent Tree LLC DBA Bent Tree Golf Club, Patio and Golf Course both of same address at 350 Bent Tree Road Berkshire Township Sunbury, Ohio 43074, and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 12-1103**

**IN THE MATTER OF A LIQUOR LICENSE TRANSFER REQUEST FROM EAGLE ROYAL AMERICAN LLC DBA ROYAL AMERICAN LINKS GOLF CLUB, GOLF COURSE, PATIO AND BALCONY TO NEW ERA GOLF OHIO RAL INC DBA ROYAL AMERICAN LINKS GOLF CLUB, GOLF COURSE, PATIO AND BALCONY AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Harlem Township Trustees that New ERA Golf Ohio Ral INC DBA Royal American Links Golf Club, Golf Course, Patio and Balcony has requested a transfer of the D1, D2, D3 and D6 permits from Eagle Royal American LLC DBA Royal American Links Golf Club, Golf Course, Patio and Balcony both of same address of 3300 Miller Paul Road Harlem Township Galena, Ohio 43021and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 12-1104**

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

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

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

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

Permit #	Applicant	Location	Type of Work
U12-054	AT&T	Tussic Street Road	Bore and place cable
U12-055	Columbia Gas of Ohio	N. Lake Hill Drive	Install gas main
U12-056	Frontier Communications	S. Old State Road	Install telephone service

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

**RESOLUTION NO. 12-1105**

**IN THE MATTER OF APPROVING A PERMANENT EASEMENT, ESTABLISHING A MAINTENANCE ACCOUNT AND APPROVING MAINTENANCE ASSESSMENTS FOR THE JONES #279 PROJECT #1205 DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation Staff recommend establishing the Drainage Maintenance Account, approving the Drainage Maintenance Easements and approving the maintenance assessments;

RE: Jones #279 Project #1205 Drainage Improvement Project  
Maintenance Assessments, Drainage Maintenance Account  
Drainage Maintenance Easement

Please accept this request to finalize the first year maintenance assessments, establish the drainage maintenance account and approve the drainage maintenance easements per ORC section 6131 and 6137. The following information may be used to initiate the account:

Name: Jones #279  
Account: 1205  
Organization: 21911401  
Amount: \$1,907.13

Please note the above referenced dollar amount will be collected via special maintenance assessment beginning in 2014 and is NOT a construction assessment. (Copy available in the Commissioners' Office until no longer of administrative value)

**Maintenance Easement Description: (Map available at Engineer's Office)**

Beginning at Point A at an inspection well and extending downstream to Point D which is located approximately 300' downstream of Beard Road.

Points A to B:  
25 feet left of subsurface drain  
25 feet right of subsurface drain

Points C to D  
25 feet left of top of bank  
25 feet right of top of bank

THEREFORE BE IT RESOLVED, that the Commissioners establish the Drainage Maintenance Account, approve the Drainage Maintenance Easements and approve the maintenance assessments for the Jones #279 (1205) Drainage Improvement Project.

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

**RESOLUTION NO. 12-1106**

**IN THE MATTER OF EXTENDING THE DEADLINE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE HARDIN #267 WATERSHED AREA DRAINAGE PETITION PROJECT:**

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

Whereas, Resolution No. 10-890 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Hardin #267 Watershed Area Drainage Petition Project; and

Whereas, the Resolution references the date of July 6, 2012 for the filing of the reports, plans, and schedules; and

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Whereas, Resolution No. 12-657 was passed granting an extension of the July 6, 2012 date until November 5, 2012 for the filing of the reports, plans, and schedules; and

Whereas, additional time is required to allow for field survey, design, and engineer review; and

Whereas, upon filing of the reports, plans and schedules, the Board of County Commissioners shall set a date and time for a public hearing for the Hardin #267 Watershed Area Drainage Petition Project; and

Whereas, the date of the hearing shall be after 25 days and before 90 days from the filing date of the reports, plans, and schedules;

Therefore Be It Resolved, that the Board of County Commissioners approves January 7, 2013 as the date for filing of the report, plans and schedule for the Hardin #267 Watershed Area Drainage Petition Project.

Further Be it Resolved, upon filing of the reports, plans and schedule for the Hardin #267 Watershed Area Drainage Petition Project, the Clerk of the Board of Commissioners will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules.

Further Be it Resolved, that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Hardin #267 Watershed Area Drainage Petition Project.

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

**RESOLUTION NO. 12-1107**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH W. E. STILSON CONSULTING GROUP, LLC FOR THE PROJECT KNOWN AS DEL-CR9 & TR127 LIBERTY ROAD AND JEWETT ROAD INTERSECTION:**

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-CR9 & TR127 LIBERTY ROAD AND JEWETT ROAD INTERSECTION, and;

Whereas the County Engineer has selected the consulting firm of W. E. Stilson Consulting Group, LLC 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 that:

The Board hereby enters into the following Contract, and due compensation will be paid for from any funds appropriated for road and bridge construction:

**PROFESSIONAL SERVICES CONTRACT  
DEL-CR9 & TR127 LIBERTY ROAD AND JEWETT ROAD INTERSECTION**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 29<sup>th</sup> day of October, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of W. E. Stilson Consulting Group, LLC, 355 E. Campus View Blvd. Suite 250, Columbus, Ohio 43235.

**Section 2 – Contract Administrator**

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 and Price Proposal dated October 3, 2012, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price

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Proposal. The Base Fee shall be a Lump Sum not to exceed **Forty Three Thousand Three Hundred Twenty Three Dollars (\$43,323.00)** 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 April 1, 2013. 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. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

The Consultant shall indemnify and hold free and harmless 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.

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**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.

**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.
- 13.8 **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.

- 13.9 **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

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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. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

**RESOLUTION NO. 12-1108**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR PERMANENT IMPROVEMENTS:**

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

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
40111402-5328	40111402-5410	
Permanent Improvement/Building Repairs	Permanent Improvement/Building Improvements	\$80,000.00

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

**RESOLUTION NO. 12-1109**

**IN THE MATTER OF AUTHORIZING AN AGREEMENT BETWEEN THE OHIO REGIONAL DEVELOPMENT CORPORATION AND THE DELAWARE COUNTY COMMISSIONERS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA ALLOCATION 2011 AND 2012 GRANT SERVICES:**

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

WHEREAS, Delaware County desires administrative assistance with CDBG 2011 and 2012 Formula Allocation grants; and

WHEREAS, Ohio Regional Development Corporation ("ORDC") has satisfactorily completed several Delaware County CDBG projects, including the Analysis of Impediments to Fair Housing, multi-year administration of emergency home repairs, and fair housing administration; and

WHEREAS, the Economic Development Director recommends awarding ORDC the Agreement to administer the CDBG Formula Allocation 2011 and 2012 grants;

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 Board of Commissioners approves an Agreement with the Ohio Regional Development Corporation at a rate of \$65.00 an hour, not to exceed \$6,500.00, to be paid from the CDBG grant administration funds.

Section 2. That this resolution shall take effect and be in force immediately after its passage

**AGREEMENT**

Section 1 – Parties to the Agreement:

This Agreement is entered into this 29<sup>th</sup> day of October, 2012, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, OH 43015 (the "County"), and Ohio Regional Development Corporation., 120 ½ S. 4<sup>th</sup> Street, Coshocton, Ohio 43812, ("Consultant").

Section 2 – Contract Administrator:

The County hereby designates the Delaware County Administrator as Administrator and agent of the County for all services performed under this Agreement. The Administrator shall have general supervision of the services and authority to order commencement or suspension of services.

Section 3 – Scope of Services:

Consultant shall provide services as listed below:

Formula 2011 Grant

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Assist the County in finishing out the Formula 2011 grant program, including processing payments, submitting draws, completing performance reporting, etc. ORDC will perform all tasks required to close out the FY 2011 program.

**Formula 2012 Grant**

ORDC will perform the initial duties for the Formula 2012 CDBG program by completing the required environmental review according to OCD guidelines, This will include preparing statutory and environmental assessment checklists as necessary, preparing publications for the newspaper, and obtaining the release of funds from the state.

Once funds are released from the state, ORDC will work with the County and the Engineer/Architects to obtain specifications for bid documents. ORDC will assist with putting projects out to bid and preparing contracts for the specified projects and administer all aspects of the program as directed by the County.

For the Formula 2012 Home Repairs activity ORDC will begin immediately to take applications and begin the process of completing the program including verifying eligible homeowners, putting projects out for bid, preparing contracts, and administering overall program management.

**Section 4 – Compensation:**

Compensation under this Agreement shall be set at \$65.00 per hour, not to exceed a total of Six Thousand Five Hundred Dollars and No Cents (\$6,500.00).

**Section 5 – Payment:**

Compensation shall be paid based upon invoices submitted to the Economic Development Director by the Consultant on company letterhead clearly identified as an invoice with a sequential number provided. The County may request additional documentation substantiating said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay approved invoices within 30 days of receipt.

**Section 6 – Term; Completion of Work, Delays and Extensions:**

Work pursuant to this Agreement shall commence on November 1, 2012. All Work associated with this Agreement shall be completed by the Consultant no later than December 31, 2012. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for a time extension, and the Administrator may grant such an extension, provided the Consultant has adhered to all other terms of the Agreement.

**Section 7 – Insurance:**

- 7.1 **General Liability Coverage:** Ohio Regional Development Corporation 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 **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.
- 7.3 **Additional Insured:** The County, and its elected officials and employees, shall be named as additional insured with respect to all activities under this Agreement in the general liability policy required in Subsection 7.1.
- 7.4 **Proof of Insurance:** Prior to the commencement of any services under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insured in accordance with Subsection 7.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification:**

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

**Section 9 – Termination of Agreement:**

The County may terminate this Agreement by proving a one week notice to ORDC at any time during the grant period. The Consultant shall immediately terminate services and submit a final invoice within thirty (30) days of receiving the Notice of Termination for services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.



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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 Agreement, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall take effect only upon approval by both parties in writing.

Section 11 – Ownership of Documents:

Upon completion or termination of the Agreement, the Consultant shall provide copies to the County of all documents created specifically for the purposes of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any tangible written or electronic work, whether complete or incomplete, produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Miscellaneous Terms & Conditions:

- 12.1 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 project, without the prior express written consent of County.
- 12.2 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. In the event of a conflict between the terms stated in this Agreement and the documents incorporated by reference, the terms stated in this Agreement shall take precedence.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 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.

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

12.9 Independent Contractor: Consultant 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. Consultant also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

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

**RESOLUTION NO. 12-1110**

**IN THE MATTER OF TERMINATING A COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT WITH I LANDERS VENTURE, LLC (DBA PIRANHAS GRILL) AND NANCY ZAISER FOR THE PIRANHAS GRILL PROJECT LOCATED AT 5192 CHESHIRE RD., DELAWARE, OHIO:**

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

WHEREAS, Delaware County and Berlin Township have encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, the Delaware County Board of Commissioners, Berlin Township, I Landers Ventures, LLC (DBA Piranhas Grill) and Nancy Zaiser did enter into a CRA Agreement dated March 28, 2006, authorized by Delaware County Resolution 06-1104 and Berlin Township Resolution 06-08-20, in conjunction with real property improvements to be undertaken at 5192 Cheshire Rd., Delaware, Ohio ("PROJECT"); and

WHEREAS, the PROJECT is identified as CRA Agreement #041-05788-02 by the Ohio Department of Development (now known as the Development Services Administration); and

WHEREAS, pursuant to said CRA Agreement, Piranhas Grill was to receive certain tax incentives as the investors in real property improvements and as the creator of new full-time job opportunities and payroll at the PROJECT site; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) for the Berlin CRA met on March 14, 2012 and voted to continue the CRA subject to Piranhas Grill making its school compensation payment of \$500.00 (lump sum) to Olentangy Local School District and \$100.00 (lump sum) to Delaware Area Career Center by May 31, 2012, and making payment arrangements to the Treasurer Office for delinquent taxes by July 10, 2012; and

WHEREAS, Piranhas Grill did not fulfill its obligations to pay the school compensation and make tax payments; and

WHEREAS, per a certified letter dated August 17, 2012, Sandra Nienkirchen (business owner), Nancy Zaiser (property owner), Aric Hochstettler (Asst. Prosecutor), George Kaitsa (Delaware County Auditor), Ronald Bullard (Berlin Trustee), Rebecca Jenkins (Olentangy Local School District Treasurer), Chris Bell (Delaware Area Career Center Treasurer), and Matt Sutherland (Ohio Development Services Administration) were notified of the recommendation to terminate the agreement by the Board of Commissioners at their regularly scheduled meeting on October 29, 2012; and

WHEREAS, the Economic Development Director recommends that the CRA agreement for Piranhas Grill be terminated and that the Board of Commissioners request assistance from the Prosecutor's Office to recapture the foregone taxes estimated to be \$2,412.53;

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 terminates the Piranhas Grill CRA Agreement.

Section 2. The Delaware County Economic Development Director is directed to formally notify the property and business owners, Ohio Development Services Administration, the Delaware County Auditor, the Ohio Department of Taxation, the Olentangy Local School District and the Delaware Area Career Center of this action.

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

**RESOLUTION NO. 12-1111**

**IN THE MATTER OF APPOINTING THE LABOR COMPLIANCE OFFICER FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

WHEREAS, Delaware County has the authority to apply for financial assistance and to administer funds received from the Ohio Development Services Agency, through the Small Cities Community Development Block Grant Program; and

WHEREAS, the Ohio Development Services Agency requires local governments participating in the Small Cities CDBG Program to designate a Labor Standards Compliance Officer for all CDBG-assisted projects.

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. That the Delaware County Board of Commissioners appoints Gus Comstock, Economic Development Director, to serve as Delaware County CDBG Labor Compliance Officer.

Section 2. That this resolution shall take effect and be in force immediately after passage.

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

**RESOLUTION NO. 12-1112**

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FOR THE ORANGE ROAD PUMP STATION ABANDONMENT PROJECT:**

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

Whereas, Elite Excavating Co. of Ohio, Inc. is currently under contract to complete the Orange Road Pump Station Abandonment Project; and

Whereas, during the construction of that project some of the estimated quantities were not used (unit price bid); and

Whereas, a change order is needed to adjust the bid quantities to match the constructed quantities; and

Whereas, the contract amount is reduced by \$4,486.00 for a new contract price of \$165,520.00; and

Whereas, there is not a change in the contract times; and

Whereas, the Sanitary Engineer has reviewed the above request and recommends approving Change Order No. 1.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 1 for the Orange Road Pump Station Abandonment Project.

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

**RESOLUTION NO. 12-1113**

**IN THE MATTER OF ACCEPTING FINAL COMPLETION OF THE ORANGE ROAD PUMP STATION ABANDONMENT PROJECT:**

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

Whereas, the Delaware County Board of County Commissioners have previously executed an agreement with Elite Excavating Co. of Ohio, Inc. for the Orange Road Pump Station Abandonment Project; and

Whereas, the Contractor has completed the work in accordance with the Contract Documents; and

Whereas, the Contractor has made the request for final payment; and

Whereas, the County Sewer District staff concur and consider the work complete and deserving of final payment; and

Whereas, the Sanitary Engineer recommends accepting the Orange Road Pump Station Abandonment Project.

Therefore Be It Resolved that the Delaware County Board of Commissioners accept the final completion of the Orange Road Pump Station Abandonment Project.

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Furthermore be it resolved that the Board of Commissioners release the final payment for the project.

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

**RESOLUTION NO. 12-1114**

**RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Division of Environmental Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Director of Environmental Services is recommending the purchase of one 2012 Chevy Colorado.

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

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Regional Sewer District, it being required to accommodate additional employees of the Sewer District.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2012 Chevy Colorado Crew Cab with Four Wheel Drive for a total price of \$25,000.00.

Section 3. The Board hereby approves a purchase order request for a total of \$25,000.00 to Chesrown in Delaware, Ohio there being \$12,500.00 from 66611906-5450 and \$12,500.00 from 66611907-5450.

Section 4. This Resolution shall take immediate effect upon passage.

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

**RESOLUTION NO. 12-1115**

**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2013 TAXES:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$171,286.95 to the County Auditor for 2013 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2013 Sewer Tax Assessments  
To be certified by the Board of Commissioners on 10/29/12**

**Breakdown of Assessments by Treatment Plant:**

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66211903 – OECC	\$55,281.29
66211904 – Alum Creek	\$104,536.17
66211906 – Tartan Fields	\$1,389.37
66211907 – Scioto Reserve	\$8,171.68
66211908 – Bent Tree	\$361.62
66211909 – Hoover Woods	\$264.60
66211910 – Scioto Hills	\$1,282.22
66211911 - Northstar	\$0.00
<b>Total Assessments</b>	<b>\$171,286.95</b>

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

**RESOLUTION NO. 12-1116**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR RIVER ROCK FARMS:**

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for River Rock Farms.

**River Rock Farms**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 29<sup>th</sup> day of October 2012, by and between RIVER ROCK FARMS LLC, herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **RIVER ROCK FARMS** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER 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 for **RIVER ROCK FARMS** all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

**OPTIONS:**

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$69,963.60**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and 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 action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors’ agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be

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replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER 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.

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (**\$2,448.73**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$5,625.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER wishes to install the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge and all applicable surcharges shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. There are **8** single family residential connections approved with this agreement.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.

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- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**RESOLUTION NO. 12-1117**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR LANDS AND BUILDING AND EMERGENCY SERVICES:**

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

**Transfer of Appropriation**

<b>From</b>	<b>To</b>		
10011105-5338	10011105-5201		
Lands & Buildings/Utilities	Lands & Buildings/General Supplies	\$	17,500.00
10011303-5004	10011303-5201		
Emergency Services/Overtime	Emergency Services/General Supplies	\$	20,000.00

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**

**-Busy Time With Budget Hearings; No additional Committee Reports**

**Commissioner Thompson**

**-Commissioners Received A Letter From The Morrow County Commissioners Also Re-Appointing Kathy Nicolosi To The West Central Community Facility Governing Board**

**Commissioner Stapleton**

**-Budget Hearings; No Additional Reports**

There being no further business, the meeting adjourned.

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Ken O'Brien

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners