

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2013

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

**Present:**  
Ken O'Brien, President  
Dennis Stapleton, Vice President

**Absent:**  
Gary Merrell, Commissioner

**RESOLUTION NO. 13-131**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 7, 2013:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 7, 2013; 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. Merrell Absent Mr. Stapleton Aye Mr. O'Brien Aye

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**JOYCE BOWENS, DIRECTOR OF CHILD SUPPORT ENFORCEMENT AGENCY  
EMPLOYEE RECOGNITION-WENDY SHANNON**

**RESOLUTION NO. 13-132**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0208:**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0208, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
<b>PO' Increase</b>				
Ports Petroleum	Fuel	10011106-5228	\$ 25,000.00	
DATA Transit	Job and Family Client Program	22411601-5355	\$ 42,500.00	
<b>PR</b>			<b>Line</b>	
<b>Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
<b>EMERGENCY MEDICAL SERVICES – SERVICES AND CHARGES</b>				
R1302604	AMERICAN ELECTRIC POWER	ELECTRIC – MEDIC STATIONS	10011303 – 5338	8,000.00
<b>JOBS AND FAMILY SERVICES - SERVICES AND CHARGES</b>				
R1302637	COMMISSIONERS	INDIRECT COSTS	22411605 – 5380	200,000.00
R1302651	BALDWIN, DAVID A	BOARD AND CARE	22511607 – 5350	12,045.00
<b>COMMISSIONERS – SERVICES AND CHARGES</b>				
R1302713	SOIL & WATER CONSERVATION DISTRICT	MIDWAY DITCH ENG DESIGN	40311433 – 5301	6,034.00
<b>SANITARY ENGINEER – SERVICES AND CHARGES</b>				
R1302688	SMITH AND ASSOC EXCAVATING INC	EMERGENCY BY-PASS PUMPING AT GOLF VILLAGE	66211903 – 5328	16,143.00
<b>SANITARY ENGINEER – CAPITAL OUTLAY</b>				
R1302624	M ZIMMERMAN	INSTALL 1000 FT OF 6 INCH FORCE	66611903 – 5410	44,539.00

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MAIN WITH 180 FT BY BORING –  
FOR QUAIL MEADOWS PS

Vote on Motion Mr. Stapleton Aye Mr. Merrell Absent Mr. O'Brien Aye

**RESOLUTION NO. 13-133**

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

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

The Child Support Enforcement Agency is requesting an amendment to a travel request to reflect attendance by Deb Benjamin to a Collections Training in Columbus, Ohio February 6, 2013; at the cost of \$7.00. (fund number 23711630).

The Engineer's office is requesting that Stephen Smith attend various Technical Training & Conferences in 2013; at the cost of \$975.00 (fund number 29214001)

Vote on Motion Mr. O'Brien Aye Mr. Merrell Absent Mr. Stapleton Aye

**RESOLUTION NO. 13-134**

**SETTING DATE, TIME AND PLACE FOR A VIEWING AND THE FINAL HEARING BY THE COMMISSIONERS FOR THE HARDIN #267 WATERSHED AREA DRAINAGE IMPROVEMENT:**

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

Whereas, the Board of Commissioners of Delaware County on July 6, 2010, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Hardin #267 Watershed Area Drainage Improvement; and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the drainage project; and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Hardin #267 Watershed Area Drainage Improvement are being finalized for their review and consideration.

Therefore Be It Resolved, that **Monday March 18, 2013, at 1:30PM near the following address: 5321 Liberty Rd. Powell OH 43065**, is hereby fixed as the time and place for a view thereon, and

Further Be It Resolved, the Board of County Commissioners of The County of Delaware have fixed **Monday March 18<sup>th</sup> 2013, at 6:00PM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion Mr. Merrell Absent Mr. O'Brien Aye Mr. Stapleton Aye

**RESOLUTION NO. 13-135**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR OLENTANGY CROSSINGS SECTION 2, LOT 7523, DIVISION #2:**

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

Whereas, Continental Olentangy Crossing, LLC has submitted the Plat of Subdivision ("Plat") for Olentangy Crossings Section 2, Lot 7523, Division #2, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 1, 2012; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 1, 2012; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 5, 2012; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on November 30, 2012;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Olentangy Crossings Section 2, Lot 7523, Division #2.

**Olentangy Crossings Section 2, Lot 7523, Division #2:**

Situated in the State of Ohio, County of Delaware, Township of Orange, located in part of Farm Lot 8, Section 2, Township 3, Range 18, United States Military Lands, being part of Lot 7523 (7.122 acres) of Olentangy Crossings Section 2, Lot 7523, Division #1, a Subdivision of Record in Official Record Volume 871, Pages 1940-1941 and stored in Plat Cabinet 4, Slide 9, and being part of an Original 182.145 acre tract conveyed to Lewis Center Investments, LLC in Official Record Volume 590, Page 2050, Records of the Recorder’s Office, Delaware County, Ohio. Cost \$3.00

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Absent

**RESOLUTION NO. 13-136**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR OLENTANGY CROSSINGS SECTION 6:**

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

WHEREAS, on February 4, 2013, a Ditch Maintenance Petition for Olentangy Crossings Section 6 was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Olentangy Crossings Section 6 located off U.S. Route 23, west of Lewis Center Road in Liberty and Orange Townships; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1: The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2: The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The total cost of the drainage improvements is \$133,593.57. The drainage improvements are being constructed for the benefit of the lots being created within this development. The developed residential area totaling 37 lots will receive benefit (cost) of the project on a per lot basis. The basis for calculating the assessment of each lot is therefore \$3,510.64 per lot. An annual maintenance fee equal to 2% of this basis (\$72.22/lot) will be collected for each tributary lot within Olentangy Crossings Section 6. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year’s assessment for the property in the amount of \$2,671.87 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: 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.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Absent Mr. Stapleton Aye

**RESOLUTION NO. 13-137**

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

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

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

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
U13-004	Centurylink	Meredith State Road	Relocate buried cable
U13-005	Centurylink	Vans Valley Road	Relocate buried cable
U13-006	Centurylink	South Galena Road	Relocate buried cable
U13-007	Centurylink	Sunbury Road	Relocate buried & aerial facilities

Vote on Motion Mr. Merrell Absent Mr. Stapleton Aye Mr. O'Brien Aye

**RESOLUTION NO. 13-138**

**IN THE MATTER OF AWARDING THE BIDS FOR THE FOLLOWING 2013 ENGINEERING MATERIALS: CONCRETE PIPE, GUARDRAIL INSTALLATION, PLASTIC SEWER PIPE, READY MIX CONCRETE, STONE AGGREGATE AND TREE CLEARING:**

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

**Bid Award Recommendations Bids Opened January 15, 2013**

As a result of the bids opened January 15, 2013 for various materials to be used during 2013, the following are The Engineer's recommendations for bid awards:

**Concrete Pipe:**

The Engineer recommends that a non-exclusive bid award be made to Rinker Materials.

**Guardrail Materials:**

The Engineer recommends that a non-exclusive bid award be made to The Paul Peterson Company, MP Dory Company and Lake Erie Construction Company.

**Plastic Sewer Pipe:**

The Engineer recommends that a non-exclusive bid award be made to ADS/Hancor and Baughman Tile Company.

**Ready Mix Concrete:**

The Engineer recommends that a non-exclusive bid award be made to Hensel Ready Mix and Buckeye Read Mix

**Stone Aggregate:**

The Engineer recommends that a non-exclusive bid award be made to National Lime and Stone Company.

**Tree Clearing:**

The Engineer recommends that a non-exclusive bid award be made to Davis Tree & Stump Services; Timberland Tree Company; Oberlander Tree & Landscape; Huffman Construction, Inc.; Complete Clearing, Inc.; and Ours Excavating, Ltd.

Bid tabulations for these materials are available for your review.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Absent Mr. O'Brien Aye

**RESOLUTION NO. 13-139**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND COMPLETE GENERAL CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS DEL-CR30-06.72, SUNBURY ROAD BRIDGE OVER BIG WALNUT CREEK:**

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

**DEL-CR30-06.72, SUNBURY ROAD BRIDGE OVER BIG WALNUT CREEK**

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**Bid Opening of January 22, 2013**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Complete General Construction Company, the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with Complete General for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Complete General Construction Company for the project known as DEL-CR30-06.72, Sunbury Road Bridge over Big Walnut Creek:

**CONTRACT**

THIS AGREEMENT is made this 11<sup>th</sup> day of February, 2013 by and between **Complete General Construction Company, 1221 E. Fifth Avenue, Columbus, Ohio 43219**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **"DEL-CR30-06.72, SUNBURY ROAD BRIDGE OVER BIG WALNUT CREEK"**, and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **One Million Nine Hundred Sixty-Four Thousand Eighty-Seven Dollars and Thirty-Five Cents (\$1,964,087.35)**, subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

Vote on Motion                      Mr. O'Brien              Aye              Mr. Merrell              Absent              Mr. Stapleton              Aye

**RESOLUTION NO. 13-140**

**IN THE MATTER OF APPROVING A SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND CARDNO ATC TO PERFORM AN INDUSTRIAL HYGIENE (AIR MONITORING) STUDY AS PART OF THE ENVIRONMENTAL REVIEW RECORD FOR THE GALENA VILLAGE HALL PUBLIC REHABILITATION, FUNDED IN PART BY THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2012 FORMULA ALLOCATION AND REVOLVING LOAN FUND:**

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

Whereas, the Delaware County Board of Commissioners approved, per Resolutions 12-1361, 12-604 and 12-605,

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\$45,900 from the CDBG 2012 Formula Allocation (\$34,200; Grant Number: B-F-12-1AT-1) and Revolving Loan Fund (\$11,700) for the Public Rehabilitation (removal of steps on the east side of the building and creating ADA accessibility) of the new Galena Village Hall located at 109 Harrison Street, Galena. The total project cost is estimated to be \$60,000; Galena village required to pay costs above \$45,900; and

Whereas, the Director of the Economic Development Department recommends approving the Cardno ATC Services Contract to conduct histoplasmosis air monitoring studies as part of the Environmental Review Record (ERR). Funding is from the CDBG \$45,900 budgeted for the project; and

Whereas, the ERR is a multidisciplinary (required when using federal funds) study of the positive and negative social, economic and environmental project impacts. If no impacts are identified, a Finding of No Significant Impact (FONSI) is approved by the president of the Board of Commissioners and published in the Delaware Gazette; if a negative impact is identified, remediation is attempted; if there is no remediation, the project cannot be funded; and

Whereas, following publication of the FONSI and submittal to the Ohio Development Services Agency (DSA), project funding from the Formula Allocation grant and Revolving Loan Fund can commence once DSA issues an Environmental Release; and

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Services Contract with Cardno ATC.

**SERVICES CONTRACT  
CARDNO ATC AIR MONITORING**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 11<sup>th</sup> day of February, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Cardno ATC, 950 Taylor Station Road, Suite V, Gahanna, OH 43230 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Administrator 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)**

The Contractor shall provide air monitoring services in furtherance of the County’s participation in the CDBG Formula Allocation and RLF funded Galena Village Hall Public Rehabilitation (the “Program”) in accordance with the Contractor’s Proposal, attached hereto and, by this reference, fully incorporated herein.

**Section 4 – Compensation**

The County shall pay the Contractor for the services provided as indicated in the Contractor’s Proposal, provided however the total sum shall not exceed One Thousand Seven Hundred Fifty Dollars (\$1,750.00).

**Section 5 – Payment**

Compensation shall be paid based on invoices in accordance with the Proposal. Invoices shall be submitted to the Administrator by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Term**

This Agreement shall be in effect upon execution of this Agreement until the Program is completed or until the services have been completed, whichever occurs first.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Contractor 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:** Contractor 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:** Contractor 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 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds

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with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.

- 7.5 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Liability and Warranties**

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

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

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

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

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

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

**Section 11 – Miscellaneous Terms & Conditions**

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to

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be effective and to be complied with.

11.7 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

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

11.8 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Vote on Motion Mr. Merrell Absent Mr. O'Brien Aye Mr. Stapleton Aye

**Commissioners' Committees Reports**

**Commissioner Stapleton**

- Attend And Participated In A MOPRC Meeting; 2013 Public Policy Agenda Highlights, First Meeting With New Director, ODOT Funding Issues With Interstate 71 A Continuing Topic
- On Friday Attend And Participated In CORSA Meeting
- Also Attend And Participated In CCAO Meetings; Governors Budget And Proposed Sales Tax Changes
- The CCAO Committee Attended The Opening Night Of The New Commissioners Training That Commissioners Merrell Is Participating In

**Commissioner Merrell**

-Absent

**Commissioner O'Brien**

- Governors Budget; Proposed Sales Tax Changes
- Attend And Participated In An Emergency Management Agency Meeting; Review Of 2012 (Annual Report Is Now Available) And Looking Ahead To Plan For 2013
- Attend And Participated In An Executive DKMM Meeting To Work On The Job Description For The Assistant Director
- Important For Commissioners To Communicate With Delaware City Manager On Sawmill Parkway Plans

**COUNTY ADMINISTRATOR REPORT**

- Meetings With Jon Melvin, Manager Of Facilities On Veterans Services Space, Facilities Needs Assessment Scope, Improvements To Hearing Room Audio; Dawn Huston, Assistant County Administrator/ Director of Administrative Services Moving Forward With 911 Director Posting; Meeting With Tiffany Jenkins, Director Of Environmental Services, On An Updated Sewer Master Plan

**RESOLUTION NO. 13-141**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISMISSAL OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 9:50AM.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Absent Mr. O'Brien Aye

**RESOLUTION NO. 13-142**

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

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:16AM.



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Vote on Motion Mr. O'Brien Aye Mr. Merrell Absent Mr. Stapleton Aye

There being no further business, the meeting adjourned.

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Gary Merrell

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Ken O'Brien

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Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners