

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 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
 Gary Merrell, Commissioner

1:30 PM Viewing For Consideration Of The Winding Creek Estates Section 4 Subdivision
 Drainage Petition

RESOLUTION NO. 13-1230

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 25, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 25, 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 Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

-Mark Butler, Act 17 Ministries; Concerns on Delaware County Jail

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-1231

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1127:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1127:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Rubbertech Inc.	Regional Sewer District Camera Fittings	66211901-5201	\$ 8,000.00
Status Control and Integration	Alum Creek –Auto Failover	66211904-5328	\$ 15,400.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
INSURANCE AND RISK- SERVICE AND CHARGES				
R1306312	CARRIER CORPORATION	I-VU CONTROLLER DAMAGE FROM STORM 11.17.13	60111901-5370	\$9,989.00
ENVIRONMENTAL SERVICES-MATERIAL AND SUPPLIES				
R1306318	XYLEM WATER SOLUTIONS USA INC	REBUILD KITS AND PARTS FOR FLYGHT PUMPS AT ALUM CREEK	66211904-5201	\$29,637.72

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

RESOLUTION NO. 13-1232

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Eric Kletrovetz, Matt Lambert and Tiffany Jenkins attend the County Sanitary Engineers Association of Ohio Winter Conference in Columbus, Ohio on December 9 and 10, 2013 for a total cost of \$225.00 from Org key 66211902.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

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

RESOLUTION NO. 13-1233

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR OLENTANGY CROSSINGS SECTION 6, PHASE 2:

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

Whereas, M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision (“Plat”) for Olentangy Crossings Section 6, Phase 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 October 25, 2013; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 25, 2013; 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 October 13, 2013; 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 October 28, 2013; 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 22, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Olentangy Crossings Section 6, Phase 2.

Olentangy Crossings Section 6, Phase 2:

Situated In The State Of Ohio, County Of Delaware, Being in the Township of Orange, Farm Lot 9, Quarter Township 2, Township 3, Range 18, United States Military Lands, Being a 11.422 Acre Subdivision, Consisting of Part of that 28.208 Acre Tract of Land Described in Deed to M/I Homes of Central Ohio, LLC, of Record in Official Record 1027, Page 1869, All References Being to the Records of the Recorder’s Office, Delaware County, Ohio. Cost: \$27.

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

RESOLUTION NO. 13-1234

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR RIVER ROCK FARMS:

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

Whereas, Paul Craver and Phyllis Craver have submitted the Plat of Subdivision (“Plat”) for River Rock Farms, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 13, 2013; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on August 21, 2013; 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 September 6, 2013; 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 September 9, 2013; 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 22, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for River Rock Farms.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

River Rock Farms:

Situated in the State of Ohio, County of Delaware Township of Liberty and in Farm Lots 1 and 2, Section 4, Township 3, Range 19, United States Military Lands, containing 31.126 acres of land, more or less, said 31.126 acres being all of that tract of land conveyed to Paul Craver and Phyllis Craver, by Deed of Record in Official Record 1039, Page 1046, Recorder's Office, Delaware County, Ohio. Cost: \$15.

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

RESOLUTION NO. 13-1235**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR GOODWILL STORE:**

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

WHEREAS, on November 21, 2013, a Ditch Maintenance Petition for Goodwill Store 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 Goodwill Store located off of Northgate Way in Genoa Township; 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 cost of the drainage improvements is \$132,990.64. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 4.539 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$585.99 per acre. An annual maintenance fee equal to 2% of this basis (\$2,659.81) will be collected for each acre of developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$2,659.81 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 Aye Mr. Stapleton Aye

RESOLUTION NO. 13-1236**IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:**

It was moved by Mr. Stapleton, seconded by Mr. Merrell 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;

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

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

Permit #	Applicant	Location	Type of Work
U13-065	Columbia Gas of Ohio	Trail's End Subdivision	Install gas main
U13-066	Ohio Edison	Section Line Road	Relocate and install poles

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

RESOLUTION NO. 13-1237

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO THE HOME AND STEITZ ROAD INTERSECTION AND APPROVING AN AGREEMENT FOR ENGINEERING SERVICES:

It was moved by Mr. Merrell and seconded by Mr. Stapleton to approve the following:

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement; and,

WHEREAS, the County Engineer has determined that Improvements to the intersection of Home and Steitz Road, including the possibility of widening of the road and adding a new traffic signal or the construction of a roundabout at the intersection, are necessary to address traffic flow and safety problems, and recommends that the Board proceed with such Improvements; and,

WHEREAS, Section 305.15 of the Revised Code provides that when the services of an engineer are required with respect to roads, turnpikes, ditches, bridges, or any other matter, a Board of County 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 selected Carpenter Marty Transportation, Inc. through a qualifications based selection process, has negotiated a scope and fee for the required engineering services and recommends entering into an agreement for said engineering services associated with the Improvement;

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

Section 1: The public convenience and welfare requires improvements to the Home and Steitz Road Intersection for traffic flow and safety purposes and the Improvement known as "DEL-CR124-2.77 (Home and Steitz Road Intersection), shall be initiated for such purposes, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The following agreement is approved for preliminary engineering of said Improvement:

**PROFESSIONAL SERVICES CONTRACT
DEL-CR124-2.77 (Home and Steitz Road Intersection)**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 2nd day of December, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of Carpenter Marty Transportation, Inc., 7007 Discovery Blvd., Dublin, Ohio 43017.

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 November 1, 2013, 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 Proposal. The Base Fee shall be a Lump Sum not to exceed **Two Hundred Two Thousand Nine Hundred Eighty Five Dollars and Fifty-Four Cents (\$202,985.54)** and additional "If Authorized" tasks identified in said Price Proposal not to exceed **Forty-One Thousand Five Hundred Fifty-Nine Dollars and Two Cents (\$41,559.02)** in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. **Total contract cost shall not exceed Two Hundred Forty-Four Thousand Five Hundred Forty-Four Dollars and Fifty-Six**

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

Cents (\$244,544.56). 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 in a timely manner. 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 and properly executed endorsements listing the additional insured required by Subsection 7.5. 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.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

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 **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.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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.
- 13.7 **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.
- 13.8 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

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

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

RESOLUTION NO. 13-1238

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN KENNETH L. ZARBAUGH AND GLENNA L. ZARBAUGH, HUSBAND AND WIFE, AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE HOME ROAD REALIGNMENT PROJECT:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Kenneth L. Zarbaugh and Glenna L. Zarbaugh, Husband and Wife, for the Home Road Realignment Project.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Kenneth L. Zarbaugh and Glenna L. Zarbaugh, Husband and Wife, for the Home Road Realignment Project.

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITH BUILDING(S) & LAND
PARCEL(S): #318-213-16-006-000 (11.13 acres); #318-213-16-007-000 (.64200 acres)
Home Road Realignment**

This Agreement is by and between the Delaware County Board of Commissioners [“Purchaser”] and Kenneth L. Zarbaugh and Glenna L. Zarbaugh, husband & wife (“Sellers”) includes all of the foregoing named persons or entities]. Purchaser and Sellers are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$625,000.00 plus reasonable and customary closing costs incurred by the Seller, not to exceed \$15,000, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property. Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

Purchaser shall pay CAUV recoupment costs in accordance with O.R.C. 5713.34.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all the appurtenances and hereditaments thereunto belonging and with all buildings and improvements now located thereon, and all fixtures of every nature now attached to or used with said land, buildings and improvements including, but not limited to, all heating, hot water, air conditioning, plumbing, attached electrical fixtures with bulbs or tubes, window shades, venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors, and shrubbery and trees (hereinafter referred to as the “Property”).

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the Property is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the Property is being severed) in, over, on, from and to the Property.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the Property is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the Property, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against the Property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the Property, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any structure or fixture located on the Property. If, prior to the date on which possession of the Property is surrendered to Purchaser, the Property, including structures and fixtures, suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the Property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 60 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Property

Seller shall surrender physical possession of the Property, including all vacant land and all structures, whether occupied or unoccupied by Seller, on or before the date set forth in the attached Lease Agreement, which is, by this reference, fully incorporated herein. The Seller and Purchaser mutually acknowledge and agree that the continued possession shall be for a period not to exceed eighteen (18) months from the date of closing and shall be a tenancy subject to the Lease Agreement. Seller agrees that the Property will be surrendered to Purchaser in substantially the same condition as it was in at the time Seller executed this Agreement.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be retained by Seller until the expiration of the Lease Agreement. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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

The Board Discussed Brian Galligher's , Director Of Emergency Communications, Request For A Resolution Of Necessity For Purchase Or Lease Of Automobiles, But The Resolution Was Withdrawn.

RESOLUTION NO. 13-1239

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. Stapleton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (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 two new vehicles; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program; and

WHEREAS, the vehicles are available for purchase via the State of Ohio's cooperative purchasing program.

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

Section 1. The Board hereby declares that a necessity exists to purchase two new vehicles for use by Code Compliance, being required to replace existing vehicles.

Section 2. The Board hereby declares that the make and model of such vehicles are 2014 GMC Sierra 1500 2WD Extended Cabs for \$22,217.62 each, for a total price of \$44,435.24.

Section 3. The Board hereby declares that the purchase or lease of said vehicles will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901514, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$44,435.24 from org key 10011301 – 5450 to Bob Ross Buick Inc. in Centerville, Ohio.

Section 5. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 13-1240

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. Stapleton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (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

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013

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

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program; and

WHEREAS, the vehicles are available for purchase via the State of Ohio’s cooperative purchasing program.

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

Section 1. The Board hereby declares that a necessity exists to purchase two new vehicles for use by the Regional Sewer District, being required to replace existing vehicles of the Sewer District.

Section 2. The Board hereby declares that the make and model of such vehicles are 2014 GMC Sierra 1500 4WD Crew Cabs for \$28,880.10 each, for a total price of \$57,760.20.

Section 3. The Board hereby declares that the purchase or lease of said vehicles will be in accordance with the State of Ohio’s cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901514, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$57,760.20 from org key 66211901 – 5450 to Bob Ross Buick Inc. in Centerville, Ohio.

Section 5. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 13-1241

IN THE MATTER OF PURCHASING COMPUTER SOFTWARE FOR THE REGIONAL SEWER DISTRICT CAMERA TRUCKS:

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

WHEREAS, the Sewer District owns and operates two camera trucks used for TV inspection services of the existing sanitary sewer system; and

WHEREAS, additional computer software is needed to expand the use of GIS for mapping and asset management based on TV inspections of the existing sanitary sewer system; and

WHEREAS, the Sewer District needs the following software to accomplish this task: ESRI GIS plug in Module; Structure, Manhole, and Nodes Module for GXP; and PACP Export Module for GXP; and

WHEREAS, the software needed is available for purchase through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, the Board of County Commissioners (the “Board”) is a member of the Program and wishes to purchase the software through the Program;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

Section 1. The Board hereby by declares the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Contract #800001, which is, by this reference, fully incorporated herein and of which the purchase order shall be made a part.

Section 2. The Board hereby approves the purchase of software from M Tech Company in Cleveland, Ohio in the amount of \$33,433.88 from org key 66211901-5320.

Section 3. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 13-1242

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

Transfer of Appropriations

From	To	
66211901-5410	66211901-5320	\$50,000.00
Sewer Revenue Fund/Building and Improvements	Sewer Revenue Fund/Software License	

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

RESOLUTION NO. 13-1243

IN THE MATTER OF APPROVAL OF THE FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT:

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

Whereas, the Director of Environmental Services recommends the first amendment to the amended and restated intergovernmental cooperation agreement;

Therefore be it resolved, that The Board Of Commissioners approve the first amendment to the amended and restated intergovernmental cooperation agreement:

FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT

This First Amendment to the Amended and Restated Intergovernmental Cooperation Agreement (the "First Amendment") dated as of December 2, 2013, is by and between the CONCORD/SCIOTO COMMUNITY AUTHORITY, 470 Olde Worthington Road, Suite 100, Westerville, Ohio 43082, a new community authority organized and existing under Chapter 349 of the Ohio Revised Code (the "Authority"), and the COUNTY OF DELAWARE, OHIO, 101 North Sandusky Street, Delaware, Ohio 43015, a political subdivision duly organized and validly existing under and by virtue of the laws of the State of Ohio (the "County"), and amends the Amended and Restated Intergovernmental Cooperation Agreement (the "Agreement") between the Authority and the County dated October 1, 2013.

RECITALS:

WHEREAS, the Authority and the County have previously entered into the Agreement dated as of October 1, 2013, whereby the Authority has agreed, among other things, to design and construct, or cause to be designed and constructed, the O'Shaughnessy Pump Station; and

WHEREAS, the Authority and the County desire in this First Amendment to amend the Agreement in order to extend the timelines associated with the design and construction of the O'Shaughnessy Pump Station for the benefit of both the Authority and the County;

NOW, THEREFORE, in consideration of the foregoing and the promises of the parties hereto to be bound by the terms hereof and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Authority and the County agree to the foregoing and as follows:

Section I

Amendment to Agreement Section XIV

Section XIV of the Agreement is hereby amended by deleting the third paragraph of Section XIV of the Agreement in its entirety and substituting the following language in place of the existing third paragraph of Section XIV of the Agreement:

The County and the Authority agree that the Authority shall cause construction of the O'Shaughnessy Pump Station to commence not later than July 1, 2014 and shall cause Substantial Completion of the O'Shaughnessy Pump Station to occur not later than July 1, 2015; provided, that the Authority shall be relieved of its obligation to cause Substantial Completion of the O'Shaughnessy Pump Station by July 1, 2015 to the extent that delays are outside of the control of the Authority and the Developer or are caused by third parties other than the Authority and the Developer. The County and the Authority acknowledge and agree that the plans and specifications for the construction of the O'Shaughnessy Pump Station are undergoing modification and shall be filed with the County promptly upon completion of the modifications. The County shall provide the Authority with approval for the necessary plans and specifications for the construction of the O'Shaughnessy Pump Station not later than May 1, 2014. The Authority shall be relieved of its obligation to construct the O'Shaughnessy Pump Station if the County fails to provide the Authority with approval of the necessary plans and specifications for construction of the O'Shaughnessy Pump Station not later than May 1, 2014; provided, however, that the County shall be permitted additional time in the event of delays not within the

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

control of the County, including, but not limited to, delays caused by the Authority, the Developer, or any consultant of the Authority or Developer.

Section II

Full Force and Effect of the Agreement

The Authority and the County agree that the Agreement remains in full force and effect, except as amended by this First Amendment.

Section III

Binding Effect; Assignment

The Authority and the County, for themselves, their successors, executors, administrators, and assigns, agree to the full performance of the covenants contained in this First Amendment. The Authority may not assign this First Amendment absent prior written consent of the County.

Section IV

Amendment; Consent

This First Amendment may be amended by written instrument signed by both parties; provided, however, that no amendment shall be effective without the written consent of the Developer so long as the Developer is not in default under any Infrastructure Construction Agreement then in effect.

Section V

Remaining Provisions

This First Amendment shall be subject to all other provisions of the Agreement, which shall remain in full force and effect, unless specifically amended herein.

The County and the Authority have caused this First Amendment to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

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

RESOLUTION NO. 13-1244

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS:

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

Transfer of Appropriations

From	To	
10011108-5301 Human Resources/Contracted Prof. Services	10011108-5260 Human Resources/Inventoried Equipment	6,000.00

Supplemental Appropriations

24820102-5328	Northpointe Satellite Office/Maint & Repair Services	7,800.00
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Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-1245

IN THE MATTER OF APPROVING ADVANCE OF FUNDS AND RETURN OF ADVANCES:

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

Advance of Funds

From	To	
10011102-8500 Commissioners General/Advances Out	22111502-8400 Litter Grant/Advances In	1,000.00

Return of Advance

23322310-8500	10011102-8400	5,300.00
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**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

Re-Entry Task Force/Advances Out	Commissioners General/Advances In	
23322310-8500	10011102-8400	8,100.00
Re-Entry Task Force/Advances Out	Commissioners General/Advances In	
Vote on Motion	Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye	

RESOLUTION NO. 13-1246

IN THE MATTER OF APPROVING THE REPAYING OF AN ADVANCE TO THE GENERAL FUND AND APPROVING A TRANSFER OF FUNDS TO FUND 285:

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

Whereas the general fund advanced \$6,905.75 to the Ballistic Vest grant fund, and

Whereas the grant is completed and the grant monies are available to repay the general fund a part of the advance:

Therefore Be It Resolved, to repay the General Fund \$201.50 and reclassify the amount of \$6,704.25 as a transfer of funds.

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

RESOLUTION NO. 13-1247

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN LIBERTY TOWNSHIP AND THE COUNTY OF DELAWARE TO PROVIDE EMERGENCY MEDICAL SERVICES WITHIN LIBERTY TOWNSHIP AND DELAWARE COUNTY:

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

Whereas, The County Administrator recommends the amendment to the agreement by and between Liberty Township And The County Of Delaware to provide Emergency Medical Services within Liberty Township And Delaware County;

Therefore Be It Resolved, that The Board Of Commissioners approve the amendment to the agreement by and between Liberty Township And The County Of Delaware to provide Emergency Medical Services within Liberty Township And Delaware County:

**AMENDMENT TO THE AGREEMENT TO PROVIDE EMERGENCY MEDICAL SERVICES
WITHIN
LIBERTY TOWNSHIP AND DELAWARE COUNTY**

THIS AMENDMENT to the Agreement originally made on December 17, 2007, is made by and between Liberty Township (the "Township") and the County of Delaware (the "County"), pursuant to the section 9.482 of the Revised Code and Section 9.D. of the original Agreement.

WHEREAS, the original Agreement expired on December 31, 2010; and

WHEREAS, the Township and County have continued the Agreement beyond the date of expiration and wish to formalize the continuation by this formal Amendment;

NOW, THEREFORE, the Township and County agree to amend the original Agreement as follows:

1. The Township and County hereby ratify the continuation of the original Agreement from January 1, 2011 to the present and mutually acknowledge that compensation for the continuation has been paid in full up through the last calendar quarter preceding this Amendment.
2. The Agreement shall continue on a month-to-month basis while the Township and County negotiate a long-term contract. Either party may terminate this Agreement upon providing thirty (30) days written notice to the other party.
3. Compensation shall be based upon the rate in effect on December 31, 2010. The Township shall continue to submit quarterly invoices. Upon termination, as provided herein, the Township shall submit a final invoice within thirty (30) days of the effective date of termination, and the County shall pay the final invoice within thirty (30) days of receipt.
4. All other terms and provision of the original Agreement shall remain in full force and effect unless specifically amended herein.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013**

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

COMMISSIONERS' COMMITTEES REPORTS

**Commissioner Merrell,
-No Reports**

**Commissioner Stapleton,
-Busy Week**

**Commissioner O'Brien,
-Thanksgiving Was A Good Week. Area Businesses Seemed Busy Which Is Good For The County**

**TIM HANSLEY, COUNTY ADMINISTRATOR, REPORTS AND COMMENTS
-Attended "The Game"**

RESOLUTION NO. 13-1248

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, PROMOTION, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn into Executive Session at 10:08AM.

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

RESOLUTION NO. 13-1249

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:42AM.

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

RECESS AT 12:43PM AND RECONVENE IN FIELD AT 1:30PM

**IN THE FIELD:
1:30 PM VIEWING FOR CONSIDERATION OF THE WINDING CREEK ESTATES SECTION 4
SUBDIVISION DRAINAGE PETITION**

On Monday December 2, 2013, at 1:30PM near the vicinity of 1157 Winding Creek Lane Delaware, Ohio 43015 The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: Ken O'Brien, President; Dennis Stapleton, Vice President and Gary Merrell, Commissioner

On September 17, 2013 a drainage petition for the Winding Creek Estates Section 4 Subdivision was filed with the Board of County Commissioners to generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by repairing, or altering the existing improvements as required and/or creating new surface and subsurface drainage mains or lateral. In Delaware County, Berlin Township, within Winding Creek Estates Section 4 subdivision on and generally following, but not limited to the course and termini of existing improvements.

The Commissioners:

- viewed cattail blowouts on property of 1157 and pooling of water on front of 1167; proposed tile area to a good and sufficient outlet lies behind
- walked property at 1200 to view a backyard drain; current owner does not know where outlet is located
- 4 factors determine possible assessment: acres benefited, land use, percent of improvement used; remote factor
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 2, 2013

SIGN-IN SHEET FOR DECEMBER 2, 2013

1:30 PM Viewing For Consideration Of The Winding Creek Estates Section 4 Subdivision Drainage Petition

NAME	ADDRESS
Jennifer Walraven	Clerk Board
Scott Depina	DELAWARE SWCD
Brett Bergfeld	County Engineer
Michael E. Ehrhardt	1167 WINDING CREEK
Mark Doepker	1139 Winding Creek
Gary Merrell	Commissioner
JERRY VALENTINI	909 WINDING
RICK SEDLACEK	939 WINDING CREEK LN.
Jeri Mayson	Commissioner
DENNIS STAPLETON	COMMISSIONER
Joel Merck	1200 Winding Creek Ln
Ken O'Brien	101 N. Sandusky
Larry Stark	DSWCD
Larry Ufferman	DSWCD
Shawn Pearson	1157 Winding Creek Ln
DAVE DENISS	4206 CORVE RD

There being no further business, the meeting adjourned.

 Gary Merrell

 Ken O'Brien

 Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners