

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 17, 2014

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

Present:
Gary Merrell, President
Dennis Stapleton, Vice President
Ken O’Brien, Commissioner

10:30 AM Final Hearing For The Barrington Estates Section 1, 2, And 3 Subdivision Drainage Maintenance Petition Project

RESOLUTION NO. 14-292

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 13, 2014:

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 March 13, 2014; 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

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-293

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0314:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0314 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
CHILD SUPPORT ENFORCEMENT AGENCY				
R1402646	PROSECUTORS	IV-D CONTRACT	23711630 - 5301	\$ 34,254.09
R1402648	SHERIFFS OFFICE	IV-D CONTRACT	23711630 - 5301	\$ 81,937.01
R1402649	JUVENILE COURT	IV-D CONTRACT	23711630 - 5360	\$155,692.05
R1402715	SHERIFFS OFFICE	CSEA CONTRACT	10011102 - 5360	\$ 42,209.97
R1402716	JUVENILE COURT	CSEA CONTRACT	10011102 - 5360	\$ 80,204.99
R1402717	PROSECUTORS	CSEA CONTRACT	10011102 - 5360	\$ 17,646.05
R1402906	COMMON PLEAS 2ND	CSEA CONTRACT	10011102 - 5360	\$ 17,096.82
R1402907	COMMON PLEAS 2ND	COMMON PLEAS IV-D CONTRACT	23711630 - 5360	\$ 33,187.94
JOB AND FAMILY SERVICES				
R1403028	MYCOMPUTERCAREER COM INC	IT CERTIFICATION	22311611 - 5348	\$ 19,050.00
911 COMMUNICATIONS				
R1403034	MOTOROLA SOLUTIONS INC	MOTOROLA RADIOS	21411306 - 5260	\$ 58,050.00

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

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RESOLUTION NO. 14-294

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Emergency Communications is requesting that four DelComm employees attend a Mercer County Sheriff Office Dispatcher Training class at the Mercer County Fairgrounds on March 26, 2014 at no cost.

The Commissioners’ Office is requesting that Seiji Kille attend a Fraud Investigation and Prevention Conference in Columbus, Ohio May 5-6, 2014, at the cost of \$389.56 (fund number 10011101).

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

RESOLUTION NO. 14-295

IN THE MATTER OF RECOGNIZING MARCH 16-23 AS THE CENTRAL OHIO SYMPHONY’S
‘JOYFUL CELEBRATION WEEK’:

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

WHEREAS, the Central Ohio Symphony has proudly served Delaware County for 34 years; and

WHEREAS, Beethoven’s 9th Symphony, a stirring setting to Friedrich Schiller’s ‘Ode to Joy’ has captivated audiences since its debut in 1824; and

WHEREAS, The Central Ohio Symphony’s ‘Joyful Celebration’ week will include;

- ‘Ode to Joy Sunday’, March 16th, in which area churches are invited to perform Ode to Joy creating a unique opportunity for community-wide celebration;
- A free iPad and iPhone app for Beethoven’s 9th Symphony;
- Community performances of the Ode to Joy main theme on a variety of instruments posted on the Symphony’s Facebook page;
- A community forum on World Peace in partnership with the Ohio Wesleyan University Chaplain’s office, the Peace and Justice House and the Methodist Theological School in Ohio in which 50 international students will appear in native dress;
- Student writing projects in local schools in relation to Schiller’s poem;
- A film presentation “Following the Ninth” at the Strand Theater;

WHEREAS, this week of celebration will culminate in two performances of Beethoven’s 9th Symphony by the Central Ohio Symphony on March 22nd and March 23rd;

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

1. That March 16th-23rd be recognized at the Central Ohio Symphony’s ‘Joyful Celebration Week’ in Delaware County.

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

RESOLUTION NO. 14-296

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. O’Brien 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 Delaware County Auditor to expend county monies for the purchase of one new vehicle for the County Weights and Measures Program; and

WHEREAS, the Delaware County Auditor is recommending the purchase of one 2013 Ford Truck, Transit Van with Cargo Divider.

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

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Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Delaware County Auditor's office for the County Weights and Measures Program to be used by the Weights and Measures Inspectors.

Section 2. The Board hereby declares that the make and model of such vehicle is one 2013 Ford Truck, Transit Van with Cargo Divider, for a total price of \$20,865.00.

Section 3. The Board hereby approves a purchase order request for a total of \$20,865.00 to Germain Ford of Columbus, 7250 Sawmill Road, Columbus, Ohio 43235.

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

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

RESOLUTION NO. 14-297

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2014 ASPHALT MATERIALS:

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

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time 2014 Asphalt Materials;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for 2014 Asphalt Materials

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, April 8, 2014, at which time they will be publicly opened and read aloud, for the project known as 2014 Asphalt Materials Supply Contract.

This Public Notice is also posted on the Delaware County website at www.co.delaware.oh.us, under "Bids and Notices."

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2014 Asphalt Materials".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The prices of this contract shall be in effect from April 14, 2014 to November 30, 2014. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
March 21, 2014

**SPECIFICATIONS
2014 Asphalt Materials
Supply Contract
Delaware County, Ohio**

GENERAL

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This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as “County”) or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

TERM OF CONTRACT

This contract shall be in effect from April 14, 2014 to November 30, 2014. The County reserves the right to cancel the contract at any time, in the best interest of the County.

MATERIAL SPECIFICATIONS

2010 ODOT Construction and Material Specifications (CMS). 441 asphalt concrete materials shall be produced from a Job Mix Formula (JMF) approved by the County.

Cutback Asphalts (702.02):	MC-30 (medium curing cutback asphalt)
Asphalt Emulsions (702.04):	RS-2 (rapid setting emulsion) RS-2P (polymer modified rapid setting emulsion) CRS-2 (cationic rapid setting emulsion) CRS-2P (cationic, polymer modified rapid setting emulsion) SS-1 (slow setting asphalt emulsion) SS-1H (slow setting asphalt emulsion, hard pen)
Asphalt Concrete Base -HMA (301.02, 302.02):	301 Asphalt Concrete Base 302 Asphalt Concrete Base
Asphalt Concrete-HMA (441):	Type 1 Surface Mix Type 1 Intermediate Mix Type 2 Intermediate Mix

ORDERS AND DELIVERY

Delivery of liquid asphalt products, if ordered FOB Job Site, shall be by insulated transport trucks (5000 gallon minimum) to any designated location in Delaware County, Ohio. Transports shall arrive at times designated by the County. Failure to provide proper delivery shall be cause for the County to make the purchase order from the next lower bidder and to consider such failures in the award of future bids under Lowest and Best considerations.

Bid prices shall include a minimum 1-hour free unloading time (laytime) for liquid asphalts and HMA materials, or the time required by the Bidder to unload, whichever is greater. Provide demurrage rates per hour on the bid blanks. Unloading time shall start upon arrival at the unloading point.

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No cancellation fees will be paid by the County for any loading, unloading or travel time due to rain or wet weather. The County will make all reasonable efforts to cancel orders in a timely manner.

LIQUID ASPHALTS

The County performs chip sealing at various locations throughout Delaware County and operates with a portable 7000 gallon liquid asphalt storage tank located by the County at the delivery point. When the County is chip sealing at full operation, orders are placed by 4:00 p.m. the day preceding delivery. Delivery of the first 6000+/- gallon load may be made at any time prior to 7:00 a.m. on the delivery day and placed in the temporary storage tank. Delivery of the second 7000+/- gallon load will typically occur at approximately 11:00 a.m. unless canceled due to weather conditions.

ASPHALT CONCRETE MATERIALS

The County performs spot paving at various locations throughout Delaware County. Asphalt delivered to the site shall be unloaded as directed by the County representative.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder 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.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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

RESOLUTION NO. 14-298

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE
AND TIME FOR 2014-2015 ROADSIDE MOWING:**

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

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for 2014-2015 Roadside Mowing;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for 2014-2015 Roadside Mowing

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, April 8, 2014, at which time they will be publicly opened and read aloud, for the project known as 2014-2015 Roadside Mowing Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2014-2015 Roadside Mowing".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices".

The prices of this contract shall be in effect from April 21, 2014 to November 15, 2015.

Bids shall be accompanied by a Bid Security in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
March 21, 2014

**SPECIFICATIONS
2014-2015 Roadside Mowing
Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform roadside mowing at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County").

Bidder agrees to perform roadside mowing under this contract promptly as requested by the Owner. Failure to complete roadside mowing within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

TERM OF CONTRACT

This contract shall be in effect from April 21, 2014 to November 15, 2015. The County reserves the right to cancel the contract at any time, in the best interest of the County.

ADDITIVE ALTERNATE BID

This contract includes a Base Bid and an additive alternate bid that may also be bid on by the Contractor for additional contemplated work. The Contractor is only required to bid on the Base Bid.

SCOPE OF WORK – BASE BID

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The Base Bid item includes one season of mowing of all Delaware County roads west of County Road 10 (Old State Road) in Delaware County, Ohio, including County Road 10, totaling 172.87 centerline miles as specified on the Delaware County 2013-14 Highway Map on file in the Delaware County Engineer's Office.

SCOPE OF WORK – ALTERNATE BID #1 (SECOND YEAR)

Alternate Bid #1: This item includes a second season of mowing in 2015 using the same dates and specifications for the Base Bid.

SCOPE OF WORK – ALTERNATE BID #2 (SUPPLEMENTAL MOWING)

Alternate Bid #2: This item includes supplemental mowing as ordered by the Engineer to supplement work performed by County Engineer crews. The amount or location of mowing has not yet been determined and any work awarded under this bid item shall be at the discretion of the Engineer.

A minimum bid quantity has been provided in the bid blank. The Engineer shall determine the quantity and location of mowing to be performed under this item, if used. The Contractor is not required to perform work for quantities less than the minimum centerline miles per round shown, but may perform the work at his own option.

SPECIFICATIONS

1. General Requirements. Contractor shall furnish all labor, equipment and necessary items to complete roadside mowing in accordance with these specifications. The Engineer will supervise and direct the Contractor's methods of work. The Engineer shall prioritize the zones in which the roads will be mowed.

A. Height of grass. The height of the grass after cutting shall be no more than five (5) inches tall throughout the entire Right-of-Way. The measurement will be taken from the edge of pavement, down along the Foreslope to the toe of slope, across the ditch, and back up the backslope. Any strips of grass left uncut due to tire tracks, dull mowers, or any other reason, shall be mowed before payment will be made.

B. Areas mowed by property owner or resident. The contractor shall not mow areas of the roadside already mowed or maintained by a property owner or resident. Mowers shall raise the mower or pull onto the road to minimize disturbance to these areas.

C. Intersections. All County maintained intersections shall be mowed to improve sight distance from the edge of pavement to the edge of the right of way, for a distance of at least two-hundred (200) feet on all legs from the intersection or as required by the Engineer.

D. Obstructions. The Contractor shall mow and trim around obstructions such as signs, bridges, guardrail, or other areas not accessible to mowers.(See mowing equipment paragraph 2).

E. Inclement Weather. The Contractor shall not perform work when rain, fog or other weather conditions create a safety hazard, as determined by the Engineer.

F. Restrictions on Dates and Hours of Work. The contractor shall not perform mowing or operate equipment on county roads from one-half hour before dusk to one-half hour after dawn as determined by the National Oceanic and Atmospheric Administration (NOAA). Work shall not be performed on Sundays or legal holidays.

2. Schedule of Work. All roads shall be mowed a minimum of four (4) times annually as follows:

Round 1. The first round of mowing shall begin on or about May 12 or as determined by the Engineer and shall be completed by May 30th and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer

Round 2. The second round of mowing shall begin on or about June 16 and shall be completed on or before July 3 and shall include a strip that extends from the edge of pavement to the edge of the right of way.

Round 3. The third round of mowing shall begin on or about July 28 and shall be completed on or before August 15 and shall include a strip that extends from the edge of pavement to the edge of the right of way.

Round 4. The fourth round of mowing shall begin on or about September 7 and shall be completed on or before October 3 and shall include a strip that extends from the edge of pavement to the edge of the right of way.

The Engineer shall determine what reference the contractor can use to determine where the right of way ends, whether it is a fence, utility pole or a foot measurement, or as otherwise required by the Engineer.

If Rounds 1 and/or 2 are completed ahead of their scheduled completion dates, permission may be granted by

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the Engineer to proceed with the next round ahead of the set starting date for that round.

3. Mowing Equipment. The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workmanlike manner without hindrance or delay. The contractor shall employ trained personnel, sufficient to complete the work within the time limits stated above. Prior to submitting a bid, the County Engineer or his assistant may inspect the equipment of the contractor to determine its suitability for highway work.

Tractor/mowers combinations shall be of suitable size to accomplish the required mowing and still mow in a close proximity to posts, poles and guy wires, defined as no more than a 2 foot diameter circle around the object. Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes.

All tractors shall be equipped with operable flashing lights and slow moving vehicle signs in accordance with Federal and State laws.

Cutting blades shall be kept sharp at all times and equipment properly maintained to produce clean cuts on all vegetation.

4. Maintenance of Traffic. The Contractor shall maintain traffic during the work in accordance with the Ohio Temporary Traffic Control Manual (TTCM). The TTCM contains applicable excerpts from the Ohio Manual on Uniform Traffic Control Devices (OMUTCD) that are applicable to temporary traffic control within construction zones.

A. Temporary Traffic Control. The Contractor shall furnish all required work vehicles, shadow vehicles, signs, supports, flaggers and safety equipment for personnel to maintain traffic during mowing operations.

1. On roads where mowing equipment must operate within the travel lanes, the Contractor shall provide temporary traffic control in conformance with Typical Application 17 (Figure 6H-17) of the TTCM. The Contractor shall provide a suitable shadow vehicle with operable amber, high intensity rotating, flashing, oscillating or strobe lights acceptable to the Engineer at all times during the work with a Mowing Ahead (W21-8) 36" x 36" sign affixed to the rear of the vehicle.

2. At locations where only a limited number of areas require operation of equipment within the travel lanes, the Contractor may provide Mowing Ahead (W21-8) 36"x36" signs on portable sign supports at the beginning and end of the work zones in lieu of a shadow vehicle.

5. Inspection. The Contractor shall contact the Engineer or his designated representative on Monday mornings by telephone between 7:30 and 8:30 a.m. and shall transmit a tabulated list of completed mowed roads from the previous week by electronic mail (email) or by hand delivery.

The Engineer or his representative will inspect completed roads to ensure the work meets the required specifications. The Engineer may order completion of any work that does not meet specifications.

6. Prosecution and Progress. The Contractor shall employ the necessary workforce to perform the work promptly within the specified timeframe. If the Engineer determines that the Contractor is not prosecuting the work in the timeframe specified, he will notify the Contractor that he must submit to the Engineer a recovery schedule to return to the required work timeframe.

If the Contractor, upon notification by the Engineer, does not make adequate efforts to meet the required schedule, the County Engineer may augment the Contractor's operations with its own forces or with other contract mowers. The costs of any work performed by the County Engineer or other forces contracted by the County Engineer will be tabulated and deducted from the amount due the Contractor.

The Engineer may increase or decrease in the number of miles to be mowed in each mowing round and such increase or decrease shall not constitute a change of agreement.

7. Liability. The contractor, while mowing, shall at all times exercise extreme care to prevent damage to utility lines, residential plantings, gardens, mailboxes, fences or any farm crops adjacent to roadside.

The Contractor shall promptly notify the homeowner and the Engineer within 24 hours to arrange for repairs of property damaged by his operation. Any repairs exceeding 24 hours will be handled by the County Engineer or other contracted forces. , ad payment will be deducted from the contractor's payment schedule unless a written and signed agreement is in place between the contractor and homeowner.

The Contractor and surety indemnifies and saves harmless the County and all its representatives, municipalities and townships from all suits, actions or claims of any character brought on account of injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or in the use of unacceptable materials or practices or on account of any act or omission by the contractor or his agents.

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In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the County Engineer or Board of Commissioners or their authorized representatives, either personally or as officers of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

8. Method of Measurement and Payment. Payment shall be made at the end of each completed round of mowing. The Engineer reserves the right to withhold all or a portion of payment based on incomplete work.

The cost of maintaining traffic shall be considered incidental to the mowing operation and no additional compensation shall be made.

Payment shall be made for at the contract unit price for the amount of centerline miles of roadside mowed for each round acceptably performed and approved by the Engineer.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder 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.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, 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.

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.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

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.

Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Insurance:

- A. The Contractor shall not commence work under this Agreement until Contractor has obtained all the insurance required hereunder and the Owner has approved such insurance. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall cause the Owner to be listed as an additional insured party on all required liability policies. The Contractor shall file with the Owner all Certificate(s) of Insurance and properly executed endorsements listing the Owner as an additional insured party as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement.

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- C. *Workers’ Compensation* – All contractors and subcontractors shall acquire and maintain, during the term of the Agreement, Workers’ Compensation insurance in full compliance with the laws of the State of Ohio.
- D. *Contractor’s General Liability Insurance* – The Contractor shall acquire and maintain, during the term of the Contract, insurance for a minimum of \$1,000,000 per occurrence.
- E. Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor’s Operations, Contractor’s protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an “if any” basis. Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide “Broad Form Property Damage Liability”, and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

The Owner may adjust the liability limits to coincide with local government procurement policies and practices within the limits of state and local law.

The Policies as listed above shall all require that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy with respect to the Agreement, written notice will be mailed to the Board of Delaware County Commissioners.

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

RESOLUTION NO. 14-299

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:

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
U14-016	American Electric Power	Africa/Lewis Center Roads	Replace poles for road widening
U14-017	Frontier Communications	Home Road	Relocate buried & aerial cables

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

RESOLUTION NO. 14-300

IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2014 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2015:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to accept the 2014 Drainage Maintenance Inspection Report and establish percentage of maintenance assessments for 2015 as follows:

Drainage Maintenance Inspection Report for 2014

2014 Drainage Maintenance Inspection Report

General Information

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- 1. Name and number of group
- 2. Type of group: O = Open Ditch T = Tile ST = Storm Tile
B = Basin SW = Swale W/W = Waterway
S/D = Surface Drain
- 3. Balance Money as of December 31, 2013

Proposed Work

- 1. Brush and cattails need sprayed.
- 2. Fertilizer and seeding is needed.
- 3. Pipe is needed.
- 4. Cost of project to do work.
- 5. Assessment column has percent to be collected for 2015 and projected income for 2014 and 2015.

JOINT COUNTY PROJECTS – 2015 COLLECTIONS

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	7%	Delaware / Marion
Carter Joint County	5%	Delaware / Marion
Cook Joint County	30%	Delaware / Licking
Coomer #435 Main	1%	Delaware / Morrow
Coomer #435 Lateral A	1%	Delaware / Morrow
Darst Joint County	5%	Delaware / Marion
DeGood	25%	Delaware / Union
Pumphrey Joint County	7%	Delaware / Morrow
Tartan Field Jt. Co.8,9,10,11	1.5%	Delaware/Union

TRI-COUNTY PROJECTS – 2015 COLLECTIONS

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Randall Howison Tri County	5%	Delaware / Marion / Union

(Copy of report available in the Commissioner’s Office until no longer of administrative value)

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

RESOLUTION NO. 14-301

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH
MAINTENANCE ASSESSMENTS FOR SECTION LINE ROAD DITCH IMPROVEMENTS:

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

WHEREAS, on March 10, 2014, a Ditch Maintenance Petition for Section Line Road Ditch Improvements 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 Section Line Road Ditch Improvements located in Scioto 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.

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

The cost of the drainage improvements is \$800,000. The drainage improvements are being constructed for the benefit of the subject site. The developed area of 718 acres will receive benefits of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$1114.24 per acre. A maintenance fee equal to 1.25% of this basis (\$10,000) will be collected and held by Delaware County. If Delaware County incurs maintenance expenses relating to the improvements, it will be entitled to reimbursement from such deposited funds. We (I) agrees that, if and to the extent that any funds are used for reimbursement of Delaware County, we (I)t will replenish the deposit through collection of a special assessment on the Real Estate Taxes for each benefiting parcel so that, at all times, Delaware County will hold the sum of \$10,000.00. We (I) understands that the basis for calculating the maintenance deposit will be reviewed and possibly revised every 6 years. The deposit in the amount of \$10,000 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 14-302

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR VILLAS OF OLENTANGY:

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

WHEREAS, on March 4, 2014, a Ditch Maintenance Petition for Villas of Olentangy 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 Villas of Olentangy located off of Lewis Center Road and Rail Timber Way in Orange 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 \$202,500. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 62 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each condominium unit is therefore \$3,266.13 per unit. An annual maintenance fee equal to 2% of this basis (\$65.32) will be collected for each developed condominium unit. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. Development is divided into two phases. The first phase will have 36 units and the remaining 26 units will be built during phase two of development. The first year's assessment for all of the lots in phase one in the amount of \$2,400 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.

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

RESOLUTION NO. 14-303

IN THE MATTER OF APPROVING AN AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY JUVENILE COURT AND THEMIS TRACKING SERVICES, LLC. A CERTIFIED DISTRIBUTOR FOR SECURE ALERT, INC., FOR MONITORING AND ASSOCIATED SERVICES:

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

WHEREAS, the Juvenile Court Staff recommends and approves of the following amendment to the agreement;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves of the amendments;

FIRST AMENDMENT TO AGREEMENT FOR MONITORING
AND ASSOCIATED SERVICES

This First Amendment of the Agreement for Monitoring and Associated Services ("First Amendment") is entered into this 17th day of March, 2014 by and the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court ("Court"), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "Customer") and Themis Tracking Services, LLC. ("Provider"), a certified distributor for Secure Alert, Inc., a Utah corporation, whose principal place of business is located at 2703 Vestry Avenue, Cleveland, Ohio 44113, (individually "Party," collectively, "Parties").

WHEREAS, the Parties entered into the Agreement for Monitoring and Associated Services (hereinafter "Agreement") dated June 17, 2013; and,

WHEREAS, the Parties agree to the modification of a certain provisions of the Agreement ("Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to modify the Agreement to replace the current Section 2(II) and Section 5 of the Agreement in their entireties with the following Provisions:

A. 2. TERM:

* * *

II. Initial Term: The initial term of this Agreement (hereinafter "Initial Term") shall commence as of the Effective Date of this Agreement and shall continue until the earlier of (a) one (1) year after the Effective Date or (b) the date this Agreement is earlier terminated in accordance with the provisions of this Agreement.

* * *

B. "5. MAXIMUM PAYMENT: The Provider agrees to accept as full payment for Equipment, Monitoring, and Other Services, all rendered in a manner satisfactory to the Customer, the lesser of the following: (1) The maximum amount of Thirty-Five Thousand Dollars and No Cents (\$35,000.00) or (2) the amount of actual Equipment, Monitoring, and Other Services rendered to the Customer. It is expressly understood and agreed that in no event shall the total amount to be paid to the Provider exceed the maximum of Thirty-Five Thousand Dollars and No Cents (\$35,000.00)."

2. Signatures

Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

RESOLUTION NO. 14-304

IN THE MATTER OF ACCEPTING THE AWARD OF THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE DELAWARE COUNTY DRUG COURT DOCKET FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the 2013 Justice Assistance Grant for the Drug Court

WHEREAS, the Grant funds a Drug Court probation officer who will supervise the offenders placed on the drug court docket, this includes random drug testing, home visits, office visits, case plan development to ensure compliance, communicate with the Judge and docket team and coordinate information as needed. (The Grant) and

WHEREAS, a local match of \$ 24,714.28 is required for the Grant and will be paid/transferred from fund 10011102; and

WHEREAS, Commissioner Merrell, as President of the Board of County Commissioners (the “Board”), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Stapleton as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	2013-JG-D01-6923
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2014 – December 31, 2014
Federal Grant Amount:	\$20,000.00
Local Match:	24,714.28
Total Grant Amount:	\$44,714.28

Section 2. The Board hereby authorizes Commissioner Merrell, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

RESOLUTION NO. 14-305

IN THE MATTER OF ACCEPTING THE AWARD OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE MENTAL HEALTH DOCKET FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for and been awarded the 2013 Edward Byrne Memorial Justice Assistance Grant for the Mental Health Docket.

WHEREAS, the Grant funds a probation officer that supervises misdemeanors and felons at an intensive level who are suffering from mental illness. Offender’s placed on the docket meet with the judge every two weeks initially. A treatment team works closely with the judges and offender to ensure the correct service are provided. This grant is a collaboration with Delaware Municipal Court in an effort to reduce the jail population and reduce recidivism; the Grant) and

WHEREAS, a local match of \$ 12,652.77 is required for the Grant and will be transferred from fund 10011102; and

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WHEREAS, Commissioner Merrell, as President of the Board of County Commissioners (the “Board”), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Stapleton as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	2013-JG-D01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2014 – December 31, 2014
Federal Grant Amount:	\$20,000.00
Local Match:	12,652.77
Municipal Match:	12,652.77
Total Grant Amount:	\$ 45,305.53

Section 2. The Board hereby authorizes Commissioner Merrell, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

RESOLUTION NO. 14-306

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR VILLAS OF
OLENTANGY PHASE 1:

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

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 17th day of March 2014, by and between **N.R.S PROPERTIES LIMITED** herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by **VILLAS OF OLENTANGY PHASE 1**, Plat or Sewer Easements Record on Said Development Parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **36.0** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat or Sanitary Easements are recorded. If the final Subdivision Plat or Sanitary Easements are not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

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 **VILLAS OF OLENTANGY PHASE 1**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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 (**\$5,579.00**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$13,500.00** 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 any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must 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 shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

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

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- size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (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. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-307

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR COURTYARDS OF GRANDSHIRE:

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

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 17th day of March 2014, by and between **EPCON COMMUNITIES** herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by **COURTYARDS OF GRANDSHIRE**, Plat or Sewer Easements Record on Said Development Parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **23.0** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat or Sanitary Easements are recorded. If the final Subdivision Plat or Sanitary Easements are not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

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 **COURTYARDS OF GRANDSHIRE**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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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 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 (\$1,778.74). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,275.00 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 any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must 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 shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

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:

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- (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.
- (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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 14-308

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THATCHER COMPANY OF NEW YORK, INC. FOR THE SUPPLY OF CALCIUM NITRATE:

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

WHEREAS, on January 21, 2014, the Sanitary Engineer's office received bids for the Supply of Calcium Nitrate, and

WHEREAS, the bid from Thatcher Company of New York, Inc. is identified as the lowest and best bid, and

WHEREAS, the staff from the Sanitary Engineer's office evaluated the bid package, and has determined that Thatcher Company of New York, Inc.'s bid conforms to the specifications, and

WHEREAS, the Board of County Commissioners "The Board" has previously authorized a Notice of Award to Thatcher Company of New York, Inc., and

WHEREAS, the Sanitary Engineer recommends the Board enter into a two year contract with Thatcher Company of New York, Inc. for the supply of calcium nitrate,

THEREFORE, be it resolved that The Board execute the "Agreement" and authorize the Sanitary Engineer to issue the "Notice to Proceed"

FURTHERMORE, Be It Resolved that "The Board" approves a purchase order with Thatcher Company of New York, Inc. in the total amount of \$457,895.34, with \$188,235.52 being from org key 66211903-5290, \$204,528.32 being from org key 66211904-5290, \$30,131.50 being from org key 66211906-5290, \$15,000.00 being from org key 66211907-5290, and \$20,000.00 being from org key 66211911-5290.

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

RESOLUTION NO. 14-309

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IN THE MATTER OF APPROVING TRANSFER APPROPRIATIONS FOR THE CODE COMPLIANCE DEPARTMENT:

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

TRANSFER OF APPROPRIATIONS		
From	To	
10011301 - 5001	10011301 – 5301	\$25,000.00
Code Comp. Compensation	Code Comp. Contracted Professional Services	

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

RESOLUTION NO. 14-310

IN THE MATTER OF APPROVING AN ENGAGEMENT LETTER TO DESIGNATE JONATHAN DOWNES AND ZASHIN AND RICH CO. L.P.A. AS THE DELAWARE COUNTY BOARD OF COMMISSIONERS' EMPLOYER REPRESENTATIVE PURSUANT TO R.C. 4117.04:

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

The Assistant County Administrator/ Director of Administrative Services recommends approval of the engagement letter To Designate Jonathan Downes And Zashin And Rich Co. L.P.A. As The Delaware County Board Of Commissioners' Employer Representative Pursuant To R.C. 4117.04.;

Therefore Be It Resolved, that the Board of Commissioners approve the engagement letter To Designate Jonathan Downes And Zashin And Rich Co. L.P.A. As The Delaware County Board Of Commissioners' Employer Representative Pursuant To R.C. 4117.04:

March 17, 2014

Delaware County Board of County Commissioners
Attn: Dawn Huston, Assistant County Administrator
101 North Sandusky Street
Delaware, OH 43015-1732

RE: Delaware County Commissioners - General

Dear Dawn:

We are pleased for the opportunity to represent the Delaware County Board of County Commissioners to represent the Board’s interests in the union contract negotiations for the Delaware County 911 and Delaware County EMS and as may otherwise be directed by the County. Thank you for allowing us to serve your interests.

The terms of this engagement letter and the attached Standard Terms of Engagement will govern our representation. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Standard Terms of Engagement will apply to matters which you request our Firm to undertake.

Our fees are based on the time devoted by each attorney, law clerk, paralegal, and other legal assistants at their respective hourly rates in effect at the time the services are performed. Pursuant to our agreement, Zashin & Rich will bill for attorneys at the hourly rate of \$185 and paralegals, clerks, and other legal assistants at the reduced hourly rate of \$90. These rates will be effective until December 31, 2014.

In addition to our fees, we include payments for disbursements and other charges incurred in performing services as more particularly described in the Standard Terms of Engagement. Fees, disbursements, and other charges will be billed monthly.

Please review the terms of this engagement letter carefully, as well as the terms set forth in the Standard Terms of Engagement. If you have any questions, please contact us.

On behalf of Zashin & Rich Co., L.P.A., I thank you for the privilege of representing the County and look forward to serving your interests. Very truly yours, ZASHIN & RICH CO., L.P.A Jonathan J. Downes

STANDARD TERMS OF ENGAGEMENT

This is a supplement to our engagement letter dated March 17, 2014. The purpose of this document is to set out additional terms of our agreement to provide legal services. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter for your records.

Scope of Representation

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We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. In retaining us, you recognize that all legal matters involve risks. We cannot and have not made any promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Upon accepting this engagement on your behalf, we agree to do the following: 1) provide legal counsel in accordance with these terms of engagement in reliance upon information and guidance provided by you; and 2) keep you reasonably informed about the status and progress of the matters we are handling for you.

To enable us to provide effective representation, you agree to do the following: 1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; 2) keep us apprised on a timely basis of all developments relating to the matters we are handling for you that are or might be material; 3) attend meetings, conferences, and other proceedings when it is reasonable for you to do so, and where it may be required by a court or other tribunal; and 4) otherwise cooperate fully with us.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

It is our further policy that our representation is limited to performance of the services described in the engagement letter and does not include representation of you or your interests in any other matter.

After the completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. We always strive to keep our clients updated on matters on which we have been retained. However, unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

If, during the course of our engagement, we send you a letter or other written communication advising you about a Federal tax issue, you may notice a statement toward the end saying that our advice may not be relied upon for the purpose of avoiding penalties that may be imposed. (That legend will appear on every e-mail or fax that we send even if there is no tax issue involved.) This does not mean that we have not carefully considered the advice we sent to you. Rather, is intended to enable us to render that advice in a cost efficient manner. Rules recently adopted by the Treasury Department require that in the absence of such a legend, any tax advice must be given only in a full-blown, formal legal opinion. Like all law firms, if we were to issue a formal opinion, we would need to follow certain prescribed procedures. In most cases, the cost to our clients would exceed the value received if we were to follow those procedures. In any case where we think that a formal opinion may be appropriate, we will discuss the matter with you.

When We Bill

We will send you a bill each month for the services performed during the previous month. This bill will also include out-of-pocket expenses. These are described below.

We want our clients to be satisfied with both the quality and cost of our services. We therefore encourage our clients to discuss with us any questions relating to fees for our services. We will make every effort to provide you with bills in a format that meets your needs.

How Fees Will Be Set

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of one tenth of any hour.

The hourly rates of our lawyers are adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other factors. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation.

Retainers

If we have agreed to a retainer, it is further agreed that we have a security interest in that deposit. Retainers are usually considered to be unearned advances. They are placed into trust accounts, usually placed in pooled interest-bearing trust accounts governed by rules adopted by the bar associations in the jurisdictions in which we practice. All

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accruing interest is paid to a charitable fund established by those bar associations. The need to replenish the retainer is a condition of our continued work and is set forth in the Engagement Letter itself.

Disbursements and Other Charges

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, courts costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge at any time or from time to time, and the charge will approximate our cost. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.

Payment of Invoices

Our invoices are payable within 30 days of receipt. Any amounts not paid within 30 days will be subject to a late charge at the monthly rate of one-percent (1%). In the event that a bill remains unpaid past the due date, the firm may discontinue services. If we represent you in a pending litigation, we may seek to withdraw as your counsel. Whether or not we elect to discontinue representation, if collection activities become necessary, we will be entitled to seek reasonable attorneys' fees and costs of collection.

Conflicts of Interest

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these situations, we are required, if we are authorized to do so, to disclose the conflicts to our clients, former clients, and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed. We wish to confirm that you agree that you will promptly and in good faith consider our requests for consent.

Termination

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the representation (a) with your consent, (b) for good cause, or (c) for any other reason permitted or required by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fees and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

Record Retention

At the conclusion of a matter we often undertake to review the file and discard extra copies of documents. We then send the balance of the file on that matter to an off-site facility for storage at our expense, unless a client requests us to deliver the file to it. To minimize the file storage expense, we reserve the right, subject to your contrary direction, to retain files for only ten years and to destroy all older files to the extent practicable; provided that we use our reasonable efforts to review old files and retain original legal instruments such as notes, leases, mortgages, deeds, stock certificates, marital equitable distribution agreements and other items of obvious value. If you wish to handle the disposition of files in a different manner, please let us know. Otherwise, we will proceed as set forth above.

Communications and Confidentiality

In the course of our representation of you, we have a duty to preserve the confidentiality of our communications with you and other information relating to the representation. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in representing you.

Marketing Matters

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

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RESOLUTION NO. 14-315

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE BARRINGTON ESTATES SECTION 1, 2, AND 3 SUBDIVISION DRAINAGE MAINTENANCE PETITION PROJECT:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to close the hearing at 11:23 AM.

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

RESOLUTION NO. 14-316

IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER AND CONFIRMING THE ASSESSMENTS FOR THE BARRINGTON ESTATES SECTION 1, 2, AND 3 SUBDIVISION DRAINAGE MAINTENANCE PETITION PROJECT:

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

Whereas, on February 20, 2013, a Drainage Petition for The Barrington Estates Section 1, 2, and 3 Subdivision Ditch Maintenance Petition Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

Whereas, the Board on July 15, 2013 with Resolution 13-742 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For the Barrington Estates Section 1, 2, and 3 Subdivision Drainage Maintenance Project, and -

Whereas, the Board on March 17, 2014, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Barrington Estates Section 1, 2, and 3 Subdivision Drainage Maintenance Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

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

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

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.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual ditch maintenance assessments

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

There being no further business, the meeting adjourned.

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Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners