

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 14, 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

10:00 AM Public Hearing #1 For 2014 Community Development Block Grant Funding

RESOLUTION NO. 14-409

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 10, 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 April 10, 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. 14-410

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0411:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0411 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
New Horizons	Job and Family Program	22311611-5348	\$ 19,000.00
Tri Rivers	Job and Family Program	22311611-5348	\$ 8,000.00
Columbus State	Job and Family Program	22311611-5348	\$ 3,000.00
Frontier	Services for Job and Family	22411605-5330	\$ 5,650.00
MT Business	Copiers/ Service Job and Family	22411605-5330	\$ 8,000.00

PR	Vendor Name	Line Description	Line Account	Amount
Number				
– SERVICE AND CHARGES				
R1403191	HUFNAGLE INSURANCE	ON THE JOB TRAINIG	22311611 -	\$ 8,000.00
	GROUP INC		5305	
R1403437	NORTHWOODS	NON COLLABOR8 PHASE 3	22411605 -	\$30,914.00
	CONSULTING PARTNERS		5320	

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

RESOLUTION NO. 14-411

IN THE MATTER OF APPROVING A RESOLUTION FROM THE DELAWARE COUNTY BOARD OF COMMISSIONERS DECLARING APRIL 13 - 19, 2014 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATOR WEEK IN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS, the Congress of the United States, and the President of the United States have, since 1992,

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established the second week of April as National Public Safety Telecommunicator Week, and;

WHEREAS, emergencies can occur at any time, and;

WHEREAS, public safety telecommunicators daily serve the citizens of Delaware County by providing that first and most critical contact between our citizens and their need for a public safety response, and;

WHEREAS, public safety telecommunicators are the single vital communications link for monitoring, dispatching, providing information and ensuring the safety of law enforcement, fire, emergency medical and emergency management responders, and;

WHEREAS, this board believes that the public safety telecommunicators that serve the citizens of Delaware County are a highly trained and dedicated corps of personnel, and;

WHEREAS, the services of public safety telecommunicators is a “silent service” that is seldom observed by the public that deserves recognition, and;

NOW THEREFORE, be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, enthusiastically supports recognition of all our professional public safety telecommunicators declaring the second full week of April as the National Public Safety Telecommunicator Week in Delaware County, and that all our residents are invited to observe this event.

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

RESOLUTION NO. 14-412

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE HAVEN’S 503 DRAINAGE IMPROVEMENT PETITION FILED BY GLENN ROAD CAPITAL, LLC:

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

WHEREAS, on March 18, 2014, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Glenn Road Capital, LLC, to:

- 1. Construct a ditch on the course hereinafter set forth.
- 2. The following is the course and termini of said proposed improvement to wit: commencing in Delaware County, Berlin Township within the Olentangy Watershed following the “Haven’s 503” tile, a ditch beginning on the south of Peachblow Road flowing south through the middle of parcel 418-330-01-031-000 and terminating at or near the southern property line of said parcel.
- 3. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday June 2, 2014 at 1:30PM** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Monday June 16th, at 10:30AM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 14-413

IN THE MATTER OF DECLARING THE BOARD’S OPINION REGARDING THE VACATION OF A PORTION OF AUGUSTA DRIVE IN GENOA TOWNSHIP AND SETTING DATE, TIME, AND PLACE FOR THE VIEW AND FINAL HEARING THEREON:

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

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WHEREAS, pursuant to section 5553.04 of the Revised Code, when the board of county commissioners is of the opinion that it will be for the public convenience or welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution, which resolution shall set forth the general route and termini of the road, or part of the road, to be located, established, or vacated, or the general manner in which the road is to be altered, widened, or straightened, or the direction of the road is to be changed; and

WHEREAS, a property owner abutting Augusta Drive (Township Road 869) in Genoa Township has requested that a portion of the road encompassing a Temporary T-Turnaround on Lot 7677 of Highland Lakes North, Section 5, Part 3 be vacated, and the Delaware County Engineer recommends vacation; and

WHEREAS, pursuant to section 5553.05 of the Revised Code, in the resolution required by section 5553.04 of the Revised Code, the board of county commissioners shall fix a date when it will view the proposed improvement, and also a date for a final hearing thereon;

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

Section 1. The Board hereby declares its opinion that it will be for the public convenience or welfare to vacate a portion of Augusta Drive in Genoa Township, which is more specifically described as follows:

A 0.032 acre parcel of right of way encompassing a Temporary T-Turnaround on Augusta Drive (Township Road 869) situated on Lot 7677 of Highland Lakes North, Section 5, Part 3 in Genoa Township, Delaware County, Ohio

Section 2. The Board shall view the proposed vacation on **Monday May 19, 2014, at 1:30PM**, in the vicinity of 5038 Augusta Drive, Westerville, Ohio 43082. The Board shall conduct a final hearing on the proposed vacation on **Thursday May 22, 2014, at 9:45AM**, at the Commissioners' Hearing Room located at 101 North Sandusky Street, Delaware, Ohio 43015.

Section 3. The Clerk of the Board is hereby directed to give notice of the view and final hearing by publication in the Delaware Gazette once a week for two consecutive weeks. The Clerk is also directed to send written notice of the hearing by first class mail at least twenty days before the date of the public hearing to owners of property abutting upon that portion of the road to be vacated, and to the director of natural resources. Such notice shall be mailed to the addresses of such owners appearing on the county auditor's current tax list or the treasurer's mailing list.

Vote on Motion	Mr. Stapleton	Aye	Mr. O'Brien	Aye	Mr. Merrell	Aye
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RESOLUTION NO. 14-414

IN THE MATTER OF AWARDING THE BIDS FOR ASPHALT MATERIALS TO BE USED BY THE COUNTY ENGINEER DURING 2014:

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

Bid Award Recommendations; Bids Opened April 8, 2014

As the result of the referenced bid opening, the Engineer recommends that the following bid awards be made:

MC 30 as per ODOT Spec 702.02, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

MC 30 as per ODOT Spec 702.02, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

RS-2 as per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

RS-2 as per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

RS-2P, Per ODOT Spec 702.04, FOB Plant:

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The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

RS-2P, Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

CRS-2 Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

CRS-2 Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

CRS-2P Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

CRS-2P Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

SS-1 as per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made Asphalt Materials, Inc.

SS-1 Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

SS-1H Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

SS-1H as per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

Number 301 Asphalt Concrete Base Per ODOT Spec 301.02, FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made to Apple-Smith Corporation; Mar-Zane, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Number 302 Asphalt Concrete Base Per ODOT Spec 302.02, FOB Plant: *

The Engineer recommends that a non-exclusive bid award be made Apple-Smith Corporation; Mar-Zane, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Type 1 Surface (Item 441), FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made to Apple-Smith Corporation; Mar-Zane, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Type 1 Intermediate (Item 441) FOB Plant: *

The Engineer recommends that a non-exclusive bid award be made to Apple-Smith Corporation; Mar-Zane, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Type 2 Intermediate (Item 441), FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made to Apple-Smith Corporation; Mar-Zane, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

* No bids submitted for materials FOB Jobsite

Bid tabulations for these materials are available for your information

Therefore, be it resolved that the Board of Delaware County Commissioners approve bid awards for the various

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materials to be used during 2014.

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

RESOLUTION NO. 14-415

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BRIAN W. BARNES & CO., INC. FOR RIGHT-OF-WAY ACQUISITION SERVICES:

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

Whereas, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

Whereas the County Engineer recommends approval of an agreement with Brian W. Barnes & Co., Inc. for right-of-way acquisition services;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Brian W. Barnes & Co., Inc. for Right-of-Way Acquisitions Services as follows:

DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 14th day of April, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio ("County"), and the firm of Brian W. Barnes & Co., Inc. 6860 Perimeter Drive, Suite B, Dublin, OH 43016 ("Consultant").

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

Section 3 – Basic Services of Consultant

The duties of the Consultant shall encompass the following tasks within Delaware County.

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$10,000 in value;
- B. Value Analysis, for parcels under \$10,000 in value at a rate of \$750 per report.
- C. Value Finding Reports at a rate of \$1,750 per report.
- D. Summary Reports not to exceed \$10,000 per report.
- E. Appraisal Updates billed at 50% of the original appraisal fee unless significant plan changes have occurred.
- F. Value Analysis reviews at \$400 per each.
- G. Value Finding reviews at \$900 per each.
- H. Summary Report reviews at 50% of initial appraisal fee.
- I. Pre-Trial Services including consultation, depositions, interrogatories, trial preparation and court testimony are billed at the rate of \$250 per hour.

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section 3, an amount not to exceed **Fifty Thousand Dollars** (\$50,000.00) based on cost proposal submitted February 5, 2014, which is attached hereto and, by this reference, fully incorporated herein.
- 4.2 The actual cost plus reimbursable expenses as incurred by the Consultant in the performance of the portion of the work outlined in Section 3 of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$50,000. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2015 or when the amount of \$50,000, as described previously, has been invoiced and paid to the Consultant (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the County by the

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Consultant shall be made by the County within thirty (30) days of the date of the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.

- 5.2 County shall provided all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

- 6.1 The Consultant shall provide a written detailed cost proposal for each project at the request of the County prior to services being performed.
- 6.2 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

Section 7 – Insurance

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

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

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final estimate for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

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Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Independent Contractor:**
 Brian W. Barnes & Co., Inc. agrees that he/she/it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.
- Brian W. Barnes & Co., Inc. assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract.
- Independent Contractor Acknowledgement /No Contribution to OPERS
- The County is a public employer as defined in R.C. § 145.01(D). The County has classified Brian W. Barnes & Co., Inc. as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Brian W. Barnes & Co., Inc. for services and/or deliverables rendered and/or received under or pursuant to this Contract. Brian W. Barnes & Co., Inc. acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed he/she/it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Brian W. Barnes & Co., Inc. agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Contract. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

RESOLUTION NO. 14-416

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE ROBERT WEILER COMPANY FOR RIGHT-OF-WAY ACQUISITION SERVICES:

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

Whereas, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into an agreement with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

Whereas the County Engineer recommends approval of an Agreement with The Robert Weiler Company for right-of-way acquisition services;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Agreement with The Robert Weiler Company for Right-of-Way Acquisitions Services as follows:

DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 14th day of April, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of The Robert Weiler Company, 10 North High Street, Suite 401, Columbus, Ohio 43215 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

Section 3 – Basic Services of Consultant

The duties of the Consultant shall encompass the following tasks within Delaware County.

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$10,000 in value;
- B. Value Analysis, for parcels under \$10,000 in value at a rate of \$750 per report.
- C. Value Finding Reports at a rate of \$1,750 per report.
- D. Summary Reports not to exceed \$10,000 per report.
- E. Appraisal Updates billed at 50% of the original appraisal fee unless significant plan changes have occurred.
- F. Value Analysis reviews at \$400 per each.
- G. Parcel Impact Notes at \$125 per each

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H. Value Finding reviews at \$900 per each.

I. Summary Report reviews at 50% of initial appraisal fee.

J. Pre-Trial Services including consultation, depositions, interrogatories, trial preparation and court testimony are billed at the rate of \$250 per hour.

Section 4 – Payment for Professional Services

4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section 3, an amount not to exceed \$50,000.00. Costs will vary depending on actual time required to perform the services requested.

4.2 The actual cost plus reimbursable expenses, as incurred by the Consultant in the performance of the portion of the work outlined in Section 3 of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.

4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

5.1 Any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$50,000. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2015 or when the amount of \$50,000, as described previously, has been invoiced and paid to the Consultant (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date of the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.

5.2 County shall provide all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

6.1 The Consultant shall provide written detailed cost proposal for each project at the request of the County prior to services being performed.

6.2 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

Section 7 – Insurance

7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.

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

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents,

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subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employee's, officers or directors.

The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets."

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final estimate for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

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

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- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Independent Contractor: The Parties acknowledge and agree that consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

RESOLUTION NO. 14-417

IN THE MATTER OF APPROVING A CONTRACT FOR PROFESSIONAL ENGINEERING
SERVICES FOR IMPROVEMENTS FOR ORANGE ROAD:

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

Whereas, the County Engineer recommends approval of a Contract between the Delaware County Board of Commissioners and CHA Consulting, Inc. for DEL-TR114-(US23) Orange Road Improvements, Parts 2A and 2B;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve a Contract between the Delaware County Board of Commissioners and CHA Consulting, Inc. for DEL-TR114-(US23) Orange Road Improvements, Parts 2A and 2B;

PROFESSIONAL SERVICES CONTRACT

DEL-CR114-(US23) Orange Road Improvements, Parts 2A and 2B

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 14th day of April, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of CHA Consulting, Inc. (CHA, or “Consultant”), 471 East Broad Street Suite 2010, Columbus, OH 43215.

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and

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agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated January 31, 2014, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards. Consultant shall be entitled to use and rely, without liability, upon the accuracy, reliability and completeness of any and all data, reports, drawings, surveys, test results and all other information provided by County or its employees, agents, officers, or consultants, and information from public records, except for public records which disclaim any liability for such use, in conjunction with Consultant's performance of Services pursuant to this Agreement without the need for independent verification.

Section 4 – Compensation

The County will compensate Consultant for the work specified above as follows:

For all services described in the Scope of Services under Part 2A, except "If Authorized" tasks, the lump sum fee shall be **\$243,378**.

For all services identified in the Scope of Services under Part 2A as "If Authorized" tasks, the fee for each authorized task shall be the lump sum specified in the Price Proposal. "If Authorized" tasks shall only be performed upon written authorization of the Administrator. The total fee for all "If Authorized" tasks shall not exceed **\$26,111**.

For all services described in the Scope of Services under Part 2B, the lump sum fee shall be **\$117,696**. There are no "If Authorized" tasks for Part 2B.

Total compensation under this Agreement shall not exceed **\$387,185** without subsequent modification.

The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its

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subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials. Any reuse without written verification or adaptation by Consultant of such documents or electronic files for the specific purpose intended will be at County's sole risk and without liability or legal exposure to the Consultant.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Independent Contractor:** The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or

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provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 13.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

RESOLUTION NO. 14-418

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
U14-020	American Electric Power	Carriage Road	Install new pole and wire

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

RESOLUTION NO. 14-419

IN THE MATTER OF APPROVING A CONTRACT, FOR THE SALE AND PURCHASE OF REAL PROPERTY, AND A LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MICHAEL & MICHELLE MCKAY:

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

Whereas, the County Engineer recommends approval of a contract, for sale and purchase of real property, and a lease agreement between the Delaware County Board of Commissioners and Michael & Michelle McKay;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve a contract, for sale and purchase of real property, and a lease agreement between the Delaware County Board of Commissioners and Michael & Michelle McKay;

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
PARCEL(S): #419-340-01-029-000 (21.394 acres)
Sawmill Parkway Extension**

This Agreement is by and between the Delaware County Board of Commissioners ("Purchaser") and Michael McKay & Michelle McKay, husband & wife ("Sellers"). Purchaser and Sellers are referred to collectively in this Agreement as "Parties."

WHEREAS, the undersigned parties are the parties to a lawsuit captioned Delaware County Ohio Board of Commissioners v. Michael McKay and Michelle McKay, filed in the Delaware County Court of Common Pleas on January 31, 2013, Case No. 13-CVH-01-0078, in which Delaware County, pursuant to O.R.C. 163, proceeded to appropriate a portion of McKay's property by eminent domain;

WHEREAS, Defendants McKay filed an answer on February 6, 2013, putting the County suit at issue relative to value;

NOW, THEREFORE, Plaintiff and Defendants have agreed to settle said lawsuit with the dismissal of same and the entering into of this Contract for the Sale and Purchase of Real Estate in settlement thereof on the following terms and conditions:

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

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$550,000.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all the appurtenances and hereditaments thereunto belonging and with all improvements now located thereon, and all shrubbery and trees.

Such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

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

4. Supplemental Instruments

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

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and

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assessments not yet due and payable.

6. Elimination of Others' Interests

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

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

7. No Change in Character of Property

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

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 10 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 10 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

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

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 30 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession

Seller shall surrender physical possession to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller. However, Seller shall be permitted to continue to farm the property as a Lessee from the date this agreement closes until such time as the Purchaser provides ninety (90) days written notice to the Sellers that the Lease is terminated for purposes of construction commencement on the phase in which the 21.7 acres is located (provided that Seller shall be given adequate time to harvest crops previously planted prior to the notification) for the Sawmill Parkway Extension. The terms and conditions for the Lease shall be set forth in an accompanying Lease Agreement, which is attached hereto as Exhibit B and, by this reference, fully incorporated herein.

12. Binding Agreement

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

13. Multiple Originals

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

14. Entire Agreement

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

15. Amendments and Modifications

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

16. 1033 Involuntary Conversion.

Purchaser and Sellers further acknowledge that this Agreement is being made to resolve an eminent

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domain lawsuit. If this Agreement were to be held unenforceable and Sellers refused to enter into this Agreement, Purchaser would exercise its eminent domain authority over the property. Purchaser and Sellers have entered into this Agreement to govern the right of way going forward and the Purchaser and Seller recognize Purchaser's right to maintain and enforce the eminent domain lawsuit.

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated April 14th, 2014, is made and entered into between **Board of County Commissioners, Delaware County, Ohio**, hereinafter referred to as "Lessor" and **Michael McKay and Michelle McKay**, hereinafter referred to as "Lessee":

WITNESSETH:

1. **LEASED PREMISES:** In consideration of the rents, terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee the real property described in Exhibit A consisting of **21.394** acres, more or less, and bearing Parcel Number 419-340-01-029-000 (referred to as the "Leased Premises"). The Lessor and Lessee mutually acknowledge that the Leased Premises were acquired for and are necessary to the completion of the Sawmill Parkway Extension project.

2. **TERM:** Subject to and upon the conditions set forth below, the term of this Lease shall commence as of **the execution of this Agreement**, the "Commencement Date" and shall terminate upon the Lessor providing ninety (90) days written notice to Lessee that the Lease is terminated for the purpose of commencement on the phase in which the 21.7 acres is located (provided that Seller shall be given adequate time to harvest crops previously planted prior to the notification) of the Sawmill Parkway Extension project.

3. **RENT.** Lessee shall pay to Lessor the sum of Ten Dollars (\$10.00) on or before **the annual anniversary date** during each year of the term of this Lease for the purpose of covering Lessor's administrative costs.

4. **USE:** Lessee warrants and represents to Lessor that Lessee shall use and occupy the Leased Premises only for the purposes that existed as of the date on which the Lessor acquired the Leased Premises, which consists of general farm operations. The Lessee shall continue such operations during the term of this Lease sufficient to maintain the CAUV for the Leased Premises.

5. **GROUND:** Lessee shall be responsible for snow and ice removal from the Leased Premises, if necessary. Lessee shall be responsible for the care and maintenance of the Leased Premises.

6. **REPAIRS AND MAINTENANCE:**

(a) Lessor is not required to make any improvements, replacements, or repairs of any kind or character to the Leased Premises during the term of this Lease. Lessee shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all portions of the Leased Premises.

(b) Lessee shall not allow any damage to be committed on any portion of the Leased Premises. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the commencement date or completion date of this Lease, ordinary wear and tear excepted.

7. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having jurisdiction relating to the use, condition, and occupancy of the Leased Premises.

8. **LESSOR IMPROVEMENTS:** Lessor does not anticipate making any improvements to the Leased Premises.

9. **ALTERATIONS AND IMPROVEMENTS:** Lessee shall not make any alterations or improvements to the Leased Premises without the Lessor's prior written consent.

10. **INSURANCE:** Lessee agrees that, at its own cost and expense, it shall procure and continue in force, in the names of Lessor and Lessee, general liability insurance against any and all claims for injuries to persons or damage to property occurring in, about, or upon the Leased Premises during the term of this Lease. Such insurance shall at all times be in an amount the Lessor, in its sole discretion, reasonably deems to be sufficient. Such insurance shall be written by a company or companies reasonably acceptable to Lessor and authorized to engage in the business of general liability insurance in the State of Ohio, and a certificate of all such policies procured by Lessee in compliance herewith shall be delivered to Lessor at least fifteen (15) days prior to the time such insurance is required to be carried by Lessee, and thereafter at least fifteen (15) days prior to the expiration of any such policy.

11. **FIRE AND CASUALTY:** Payments, if any, due from Lessee to Lessor shall not be abated due to any fire or casualty, but all payments for damages to the Leased Premises shall be used to restore the Leased Premises, as may be elected by Lessee.

12. **HOLD HARMLESS:** Lessor shall not be liable to Lessee or any of Lessee's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the

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Leased Premises caused by any person or entity other than Lessor, or any person or entity under the direction or control of Lessor, or caused by improvements located on or about the Leased Premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the Leased Premises. Lessee agrees to indemnify and hold harmless Lessor, its elected officials, agents and employees of and from any and all losses, damages, lawsuits, costs, judgments, attorney's fees, expenses, claims, or any other liabilities they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Lessee, any sublessee, any person directly or indirectly employed thereby, or any person for whose acts any of them may be liable. Lessee further agrees to defend Lessor, its elected officials, agents, and employees in any lawsuit, arbitration, or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way related to the Leased Premises.

13. **QUIET ENJOYMENT:** Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Lessee, performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any third party that may interfere with Lessee's use and enjoyment of the Leased Premises.

14. **LESSOR'S RIGHT OF ENTRY:** Lessor shall have the right, at all reasonable hours, to enter the Leased Premises for the following reasons: emergency, inspection, work related to the design or construction of the Sawmill Parkway Extension project, determining Lessee's or any subtenant's use of the Leased Premises, or determining if an act of default under this Lease has occurred. Except in the case of an emergency, twenty-four (24) hours' notice of Landlord's intent to enter shall be presumed reasonable.

15. **SUBLEASE:** Lessee may only sublet or assign all or any part of the Leased Premises with the Lessor's prior written consent. In the event of any subletting, Lessee, nevertheless, shall remain fully responsible and liable for compliance with all of its obligations under the terms, provisions, and covenants of this Lease.

Any subtenants that occupy parts of the Leased Premises shall conduct their business and control their agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create any nuisance, and shall comply with the terms and conditions stated herein. Neither Lessee nor its subtenants shall commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee or its subtenants permit the Leased Premises to be used in any way which would be extra hazardous on account of fire or otherwise

16. **DEFAULT BY LESSEE:** The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay when due any payment required pursuant to this Lease, and the failure is not cured within thirty (30) days after written notice to Lessee;

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and the failure is not cured or Lessee has not begun taking action to cure within forty-five (45) days after written notice to Lessee;

(c) Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

(d) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises, which lien is not removed or bonded within 120 days after Lessee has actual notice of the lien.

17. **REMEDIES FOR LESSEE'S DEFAULT:** Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises and expel, or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage, including attorney fees, which Lessor may suffer by reason of the termination of the Lease under this subparagraph, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and relet the Leased Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise because of any reletting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditure made by it for maintaining the building in a usable manner, including remodeling or repairing in order to relet the Leased Premises.

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(c) Enter upon the Leased Premises without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.

(d) Terminate this Lease as an expiration of this Lease.

18. **WAIVER OF DEFAULT OR REMEDY:** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in paragraph 17 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease.

19. **ACTS OF GOD:** Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused by, or prevented by an act of God or force majeure.

20. **EARLY TERMINATION:** Lessee may, upon written notice to Lessor, terminate this Lease effective immediately upon receipt of the notice.

21. **SUCCESSORS:** This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Lessor's interest in the Leased Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect and Lessee hereunder agrees to attorn to the then owner of the Leased Premises.

22. **MISCELLANEOUS:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease, and such other provisions shall continue in full force and effect. This Lease shall not be recorded, but upon the request of either party, the parties will prepare, execute, and record a memorandum of lease.

Lessee hereby certifies that it is not subject to any unresolved finding for recovery issued by the Ohio Auditor of State. Lessee further certifies that it is, and shall for the life of this Lease Agreement remain, in full compliance with all applicable Federal, State, and Local laws, rules, regulations, and orders related to non-discrimination and equal opportunity employment.

23. **NOTICE:** All payments required to be made by Lessee shall be payable to Lessor at the address set forth below, and any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set out below:

LESSOR:	LESSEE:
Board of County Commissioners,	Michael & Michelle McKay
Delaware County, Ohio	6770 Liberty Road
101 North Sandusky Street	Powell, OH 43065
Delaware, OH 43015	

31. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES:** IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. IT IS LIKEWISE AGREED THAT THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LESSOR AND LESSEE.

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

RESOLUTION NO. 14-420

IN THE MATTER OF APPROVING THE DELAWARE COUNTY’S 2014 MULTI-HAZARD
MITIGATION PLAN:

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

WHEREAS, pursuant to Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165), the Delaware County Office of Homeland Security and Emergency Management (DCOHSEM) has developed a Multi-Hazard Mitigation Plan that includes hazards to which Delaware County and its municipalities are susceptible and outlines processes for identifying and addressing the natural hazards, risks, and vulnerabilities of Delaware County; and

WHEREAS, Delaware County has a history of experiencing damage from flooding, tornados, severe summer weather, severe winter weather, and other hazards resulting in loss of life, property loss, economic hardship, and threats to public health and safety; and

WHEREAS, the Delaware County Multi-Hazard Mitigation Plan has been developed after more than a year of research and work done by DCOHSEM and representatives of various local governmental agencies and stakeholder organizations; and

WHEREAS, Delaware County and its municipalities (excluding those areas of the Cities of Columbus, Dublin and Westerville partially located within Delaware County) have been assessed for susceptibility to hazards; and

WHEREAS, adoption of a natural hazards mitigation plan is a condition of eligibility to receive federal mitigation funds available through the Federal Emergency Management Agency; and

WHEREAS, the Delaware County Multi-Hazard Mitigation Plan recommends numerous mitigation actions, developed in conjunction with local stakeholders and designed to protect the people and property affected by the natural hazards that face the aforementioned planning area; and

WHEREAS, the estimated potential losses that the aforementioned planning area could incur during a hazard event have been calculated;

THEREFORE BE IT RESOLVED that the Delaware County Commissioners hereby adopts and plans to implement the Delaware County Multi-Hazard Mitigation Plan.

This Resolution shall take effect immediately upon adoption.

All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

RESOLUTION NO. 14-421

Not utilized

RESOLUTION NO. 14-422

IN THE MATTER OF AMENDING CONTRACTS BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF
COMMISSIONERS AND UNITED METHODIST CHILDREN’S HOME AND ADVANTAGE
ADOPTION FOSTER CARE NETWORK FOR PLACEMENT SERVICES FOR JOB AND FAMILY
SERVICE PROGRAMS:

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

Whereas, Delaware County contracts with child care placement providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendments;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendments for placement providers:

United Methodist Children’s Home

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AMENDMENT TO CONTRACT
For
Child Placement and Related Services
AMENDMENT NO. 1

This is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and United Methodist Children’s Home, entered into on the first day of July, 2013.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$15,000.00 to \$55,000.00.

Advantage Adoption Foster Care Network

AMENDMENT TO CONTRACT
For
Child Placement and Related Services
AMENDMENT NO. 1

This is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, Advantage Adoption Foster Care Network, entered into on the first day of July, 2013.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$50,000.00 to \$100,000.00.

Further be it resolved, the Board of County Commissioners approve a purchase order increase to Advantage Adoption in the amount of \$50,000.00 (P1402420)

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

RESOLUTION NO. 14-423

IN THE MATTER OF REVISING THE DELAWARE COUNTY DIVISION OF ENVIRONMENTAL SERVICES PREQUALIFICATION AND QUALIFICATIONS-BASED SELECTION PROCEDURE FOR PROFESSIONAL DESIGN SERVICES FOR THE REGIONAL SEWER DISTRICT AND SOLID WASTE:

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

WHEREAS, the Delaware County Division of Environmental Services (DCDES) utilizes a qualifications-based selection procedure (“The Procedure”) for Professional Design Services, and,

WHEREAS, County staff recommends various revisions in order to update and simplify The Procedure, and

WHEREAS, the revisions are also sought to add flexibility to The Procedure due to the variety of different projects that DCDES seeks to complete, and

WHEREAS, the Director of Environmental Services recommends the following revisions be made to The Procedure.

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

The Board hereby approves and implements a revised Procedure to pre-qualify professional design firms and to procure professional design services, known as the following:

DELAWARE COUNTY DIVISION OF ENVIRONMENTAL SERVICES PREQUALIFICATION AND QUALIFICATIONS-BASED SELECTION PROCEDURE FOR PROFESSIONAL DESIGN SERVICES

Rev. Date 4/14/2014

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Article 1:	Introduction
Article 2:	Classifications of Professional Design Contracts
Article 3:	Requested Professional Design Services
Article 4:	Sub-consultants
Article 5:	Instructions for Prequalification Submittals

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Article 6:	Notification of Prequalification Status
Article 7:	Expiration of Prequalification Status
Article 8:	Projects with an Estimated Professional Design Fee Under \$50,000.00
Article 9:	Projects with an Estimated Professional Design Fee Equal To Or Exceeding \$50,000.00

ARTICLE 1: INTRODUCTION

This procedure outlines the process DCDES will use to receive Statements of Qualifications (SOQ'S) in order to prequalify professional design firms, as well as announce and award professional design contracts for projects.

ARTICLE 2: CLASSIFICATIONS OF PROFESSIONAL DESIGN CONTRACTS

Professional design contracts will be classified under two categories:

1. Projects which have an estimated professional design fee of less than fifty-thousand dollars (\$50,000.00). See Article 8 for detailed information.
2. Projects which have an estimated professional design fee greater than or equal to fifty-thousand dollars (\$50,000.00). See Article 9 for detailed information.

ARTICLE 3: REQUESTED PROFESSIONAL DESIGN SERVICES

The following professional design services are requested:

- Wastewater Treatment Plant Design
- Pump Station and Force Main Design
- Gravity Sanitary Sewer Design
- General Site Civil Engineering Design
- Sewer Master Planning
- Operational Studies (i.e. SSES, CMOM, etc.)
- Surveying
- SCADA Design
- Electrical Design
- Construction Management/Inspection
- Geotechnical Engineering
- Jurisdictional/Isolated Waters Delineation Reporting
- Phase I, II, and III Environmental Site Assessment Reporting
- Archaeological Studies
- Transfer Station Design & Related Environmental Engineering
- Structural Design
- Floodplain Analysis
- Landscape Architecture
- Building Envelope Design and Inspection

Other professional design services may be added to this list with the approval of the Director of Environmental Services if other needs for the DCDES arise.

ARTICLE 4: SUB-CONSULTANTS

A firm may employ sub-consultants for various disciplines (i.e. Electrical Design, Geotechnical Design, etc.). All sub-consultants shall be independently prequalified by DCDES in accordance with the procedures described in Article 5 of this notice. Sub consultants shall not be listed as partnering firms for prequalification submittals. For specific projects publicly announced by DCDES, partnering or teaming of firms is permissible provided that all firms are independently prequalified with DCDES.

ARTICLE 5: INSTRUCTIONS FOR PREQUALIFICATION SUBMITTALS

A Letter of Interest (LOI) for prequalification shall be included with the consultant's SOQ submittal. The LOI shall clearly state the professional design services for which the consultant wishes to be considered for prequalification.

SOQ'S shall include, but are not limited to, the following:

1. Firm name, address, telephone number, contact name, and contact's email.

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2. Year established, size of firm, and former firm names or ownership, if applicable.
3. Names of principals of the firm with a brief explanation of relative experience and professional registrations.
4. Name of responsible Project Manager. It is DCDES's expectation that this individual will be the main point of contact for the consulting firm and to manage any project for which the firm may be selected. The only acceptable reason for this person to not be available for a DCDES project is that the individual is no longer with the firm. It is the design firm's responsibility to advise DCDES of any changes in this individual's ability to be available for a DCDES project.
5. Names, qualifications, and experience of key personnel, including other engineers and field personnel, to be assigned to projects.
6. List of completed projects which the firm has participated in. Include key personnel and client contact information for references.
7. An outline of the firm's Quality Assurance or Quality Management Program.
8. Brief description of the firm's equipment and facilities.
9. Copies of letters or recommendations from at least three (3) other public or private agencies reflecting the firm's past performance.
10. List of claims or lawsuits with any public authority over the last five years.

In order to have your firm reviewed for prequalification, please send three (3) copies of your current SOQ to the following address.

Delaware County Regional Sewer District
50 Channing Street (South Wing)
Delaware, Ohio 43015

SOQ'S will be evaluated for prequalification as they are received. Interviews may be required for prequalification.

ARTICLE 6: NOTIFICATION OF PREQUALIFICATION STATUS

DCDES will provide written notice to a firm if it is awarded prequalification status.

DCDES will not "short list" a minimum number of prequalified firms. DCDES reserves the right to deny a firm prequalification based on past performance, or lack of sufficient demonstrated experience in the requisite areas of prequalification.

ARTICLE 7: EXPIRATION OF PREQUALIFICATION STATUS

In accordance with ORC, 153.71, a firm's prequalification status will expire one year after the notification date. To become eligible for projects after a firm's prequalification status has expired, the firm must submit a new SOQ and be awarded prequalification status as before.

It shall be the firm's responsibility to monitor when its prequalification status is due to expire.

DCDES will publicly solicit requests for updated SOQ's annually on their website.

Any significant changes in Items 1 through 10 of Article 5 may affect a firm's prequalification status. It is each firm's responsibility to provide DCDES with current information.

ARTICLE 8: PROJECTS WITH AN ESTIMATED PROFESSIONAL DESIGN FEE UNDER \$50,000.00

For specific projects with an estimated professional design fee under \$50,000.00, DCDES may enter into a contract with a firm based on the provisions of ORC 153.69(B) and 153.71. The process is as follows:

- A. DCDES shall select a single design professional or firm among those with prequalification status.
- B. DCDES and the selected design professional or firm shall comply with Division (B) of section 153.69 of the Revised Code with respect to the negotiation of a contract. Contract negotiations shall be directed toward:
 1. Ensuring that the professional design firm and the agency have a mutual understanding of the essential requirements involved in providing the required services;

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2. Determining that the firm will make available the necessary personnel, equipment, and facilities to perform the services within the required time;
 3. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the services.
- C. Upon failure to [negotiate](#) a contract with the selected firm, DCDES shall inform the firm in writing of the termination of negotiations and may enter into negotiations with another firm from among those with prequalification status. If negotiations again fail, the same procedure may be followed until a contract is negotiated.

DCDES, at its discretion, may utilize the process described under Article 9 of this selection procedure for any project with an estimated design fee under \$50,000.00.

ARTICLE 9: PROJECTS WITH A PROFESSIONAL DESIGN FEE EQUAL TO OR EXCEEDING \$50,000.00

For specific projects having an estimated professional design fee equal to or exceeding \$50,000.00, DCDES uses a Qualifications Based Selection Process conforming to the requirements of Ohio Revised Code Sections 153.65 to 153.71. The process is as follows:

Procedure for Procurement of Professional Services:

1. DCDES shall issue a Request for Proposals (RFP) for a specific project. Proposals for specific projects shall include updates to the firm's Statement of Qualifications, if necessary or applicable, to assure compliance with ORC-153.67. Detailed requirements for proposals are described in the RFP process below. All firms and any sub-consultants listed must be independently prequalified by DCDES in order for their submitted Proposals to be eligible for consideration.
2. DCDES shall evaluate the proposals and may hold discussions with individual firms to explore further the firms' statements of qualifications, the scope and nature of the services the firms would provide, and the various technical approaches the firms may take toward the project.
3. Proposals will be evaluated and ranked by a Proposal Evaluation Committee designated by the Director of Environmental Services.
4. DCDES will attempt to negotiate a contract with the highest ranking firm.

Upon successful negotiation of a contract between DCDES and the successful firm, the contract will be presented by DCDES to the Delaware County Board of Commissioners for approval.

RFP Process:

Part A - Content of County's Request for Proposals (RFP)

A Request for Proposals (RFP) shall include, but is not limited to, the following content:

1. A public announcement identifying the project.
2. A basic Scope of Services (SOS). The SOS is intended to cover the basic services required for the proposed project. Should prospective consultants determine that additional services are necessary and/or that any services identified in the SOS are not necessary for successful completion of the project, the consultant should document these changes in SOS in their response to the RFP.
3. Notice of any required meetings, conferences or presentations.
4. When, where and to whom the response to the RFP is to be submitted.

***Note:** If a consultant feels a portion of the SOS is not clear, written notice shall be sent to DCDES requesting a review and a determination of action. If a discrepancy exists, a written ADDENDUM to the RFP shall be sent to each consultant and advertised publicly.*

Part B - Content of Consultant's Response to an RFP

A firm's proposal shall include, but is not limited to, the following:

1. Company Name.

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2. Names, qualifications and experience of key personnel that will be assigned to perform the services. Provide detailed information on these individuals so as to indicate their availability to work on the project.
3. List of completed projects similar to the proposed project in which the team has participated in; include detailed information on key personnel, project costs, budget issues, schedule issues, problems resolved, and client contact information for references.
4. A description of the firm’s project approach. The description shall include:
 - a. Understanding of the project.
 - b. Technical approach.
 - c. Innovative ideas for the project.
5. Detailed Scope of Services in response to the RFP supplied by DCDES. Include proposed additions or deletions to the basic scope of services along with documentation of why the changes are recommended.
6. Project Schedule indicating the time frame for work activities, review time, milestones, etc. using a Critical Path Method Report.
7. Copies of letters or recommendations from at least three (3) other public or private agencies reflecting the firm’s past performance, preferably on similar projects.

Individual RFP’s may also require additional information for a specific project.

One (1) original and four (4) copies of the proposal are to be submitted for evaluation, along with a digital copy of the proposal on CD/DVD, unless stated otherwise in the RFP. There may also be specific binding requirements stated in the RFP.

Part C - Evaluation of Consultant's Response to RFP

The Proposal Evaluation Committee shall be determined by the Director of Environmental Services or his/her designee. Each member of the Proposal Evaluation Committee shall evaluate all firms.

Individual evaluations shall be combined into a consensus evaluation. The average score for each of the criteria shall be totaled for a composite score.

The Proposal Evaluation Committee shall evaluate the proposals based on the following criteria, unless otherwise stated in the RFP:

Experience, technical training and education of the personnel assigned to perform the work	10 POINTS
Competence to perform the required services as indicated by past projects	10 POINTS
Quality and feasibility of technical proposal	15 POINTS
Project Schedule	5 POINTS
Proposed additions or deletions to the basic SOS	5 POINTS
Quality Assurance or Quality Management Program	10 POINTS
Equipment, facilities, office location(s)	5 POINTS
TOTAL POINTS	60 POINTS

Prior to completing evaluations, the Proposal Evaluation Committee may request revisions or clarification of the proposals, provided the same opportunity to revise or clarify is given to all firms.

If the Proposal Evaluation Committee feels that the scoring process listed above is sufficient to determine the highest ranked firm, DCRSD may proceed to Part D of this procedure.

If the Proposal Evaluation Committee feels that interviews are necessary to determine the highest ranked firm following the scoring evaluations, the Proposal Evaluation Committee may require them. DCSRSD reserves the right to limit the number of firms to be interviewed.

Following the interviews, the Proposal Evaluation Committee will evaluate the firms to determine a final ranking. DCRSD may then proceed to Part D of this procedure.

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Right to Reject Proposals/Waive Informalities

DCDES reserves the right to reject all proposals, and to waive any informality in any or all of the proposals.

Part D - Consultant Recommendation

Once the Proposal Evaluation Committee has evaluated all proposals and ranked the firms, the Committee shall prepare a letter notifying each firm of its findings. DCDES may then enter into contract negotiations with the highest ranked firm.

Part E - Final Contract Negotiations

DCDES shall establish the proposed terms and scope of services for the project's contract. Should the negotiations with the highest ranked firm be unsuccessful, then they shall be terminated and negotiations shall begin with the next highest ranked firm. This process shall continue until a contract is successfully negotiated. If all of the negotiations are unsuccessful, all of the firms that submitted proposals will be notified that the selection process has been terminated. DCDES reserves the right to terminate the final negotiations at its discretion.

Part F - Approval by the Delaware County Board of Commissioners

Once the terms and conditions for the proposed scope of services have met the satisfaction of DCDES and the contract is signed by the successful firm, the contract shall be presented to the Delaware County Board of Commissioners for approval.

Part G – Final Execution of Contract

Upon execution of the contract by the Board of Commissioners, DCDES shall notify the firm of the executed contract.

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

RESOLUTION NO. 14-424

IN THE MATTER OF AWARDING THE BID FOR THE ALUM CREEK WATER RECLAMATION FACILITY ROOF REPLACEMENT PROJECT DCES 14-03:

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

WHEREAS, Sealed Bids for the ALUM CREEK WATER RECLAMATION FACILITY ROOF REPLACEMENT PROJECT DCES 14-03 were received by the County of Delaware, Ohio at the Office of the Sanitary Engineer at 2:00 o'clock PM local time March 21, 2014; and

WHEREAS, three (3) bids were received. The lowest and best bid received was received from Meade Construction Inc.

THEREFORE BE IT RESOLVED that the ALUM CREEK WATER RECLAMATION FACILITY ROOF REPLACEMENT PROJECT be awarded to Meade Construction Inc. The Sanitary Engineer shall prepare the necessary NOTICE OF AWARD and CONTRACT documents and submit them to the contractor for execution.

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

RESOLUTION NO. 14-425

RESOLUTION FOR ACCEPTING A SANITARY SEWER EASEMENT:

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

WHEREAS, the County Sewer District staff has determined that an exclusive easement (more particularly described on the attached exhibit) is necessary for the purpose of construction, operation and maintenance of public and/or private sanitary sewers and sanitary service connections, together with ingress and egress thereto; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby accepts the following easement.

EASEMENTS FOR SANITARY SEWER PURPOSES

KNOW ALL MEN BY THESE PRESENTS, **NRS Properties Limited., an Ohio Limited Liability Company**, whose address is P.O. Box 220, Lewis Center, Ohio 43035, herein referred to as Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to (him/her/them) by

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the Board of County Commissioners of Delaware County, Ohio, herein referred to as Grantee, whose address is 101 North Sandusky Street, Delaware, Ohio, the receipt whereof is hereby acknowledged, do (does) hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, forever, a perpetual **20-foot and 25-foot wide exclusive sanitary sewer easement** over the area described in Exhibit A attached hereto, together with ingress and egress thereto.

Said exclusive sanitary sewer easement shall be solely for construction, operation and maintenance of public and/or private sanitary sewers and sanitary service connections.

Right angle, or near right angle utility crossings to the sanitary sewer line and Permanent Sanitary Sewer Easement are permitted. Any other utility crossing shall be permitted only if approved in writing by the Delaware County Sanitary Engineer.

No buildings, sheds, decks, pools, or other structures shall be constructed above or below ground within the limits of the Permanent Sanitary Sewer Easement, unless said structure is approved in writing by the Delaware County Sanitary Engineer.

Any landscaping features, such as trees, fences, retaining walls, etc., within the sanitary sewer easement area(s) shall be reviewed by the Delaware County Sanitary Engineer's Office prior to installation. Any landscaping features placed within the exclusive sanitary sewer easement may be removed at any time by the Delaware County Sanitary Engineer or his/her representatives. The cost of restoration shall be the responsibility of the Grantor, or Grantor's heirs, successors, or assigns.

The addition of any dirt, soil, fill, or other changes to the ground cover above the sanitary sewer and/or within the sanitary sewer easement shall be subject to approval of the Delaware County Sanitary Engineer. If it is determined that the height of dirt, soil, fill, or other earthwork above the sanitary sewer is detrimental to the structural integrity of the sanitary sewer, the Delaware County Sanitary Engineer reserves the right to require that said earthwork be graded to such a level that will, in his or her opinion, not jeopardize the structural integrity of the sanitary sewer.

TO HAVE AND TO HOLD said easements and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor(s) for themselves and their successors and assigns, hereby covenant(s) with said Grantee, its successors and assigns, that they are true and lawful owner(s) of said premises as recorded in Delaware County (Deed Book 1117, Page 1285 being lot 7354 of Olentangy Crossing Section 2 Cabinet 3 Slide 771) and are lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever and that they will warrant and defend the same against all claims of all persons whomsoever. Such easements are granted in perpetuity.

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

RESOLUTION NO. 14-426

IN THE MATTER OF OPENING PUBLIC HEARING # 1 FOR DELAWARE COUNTY'S FY 2014
COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to open the hearing.

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

RESOLUTION NO. 14-427

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE
3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT
PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF
COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 14-428

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 1 FOR DELAWARE COUNTY'S FY 2014
COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to close the hearing.

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

RESOLUTION NO. 14-429

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IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE HOUSING SEMI-ANNUAL PROGRAM INCOME REPORT TO THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve and authorize the signing and submittal of the Housing Semi-Annual Program Income Report.

WHEREAS, the Ohio Development Services Agency provides financial assistance to Delaware County through the CDBG and HOME programs; and

WHEREAS, the Board of Commissioners is required to submit a Housing Semi-Annual Program Income Report to the ODSA OCD.

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

Section 1. The Board of Commissioners approves and authorizes the President of the Board to sign the Housing Semi-Annual Program Income Report for June 30, 2013 – December 31, 2013.

Section 2. The Board of Commissioners authorizes the submittal of Housing Semi-Annual Program Income Report for the period June 30, 2013 – December 31, 2013, to the Ohio Development Services Agency, Office of Community Development.

Section 3. The Director of Economic Development is directed to submit the Housing Semi-Annual Program Income Report to ODSA OCD.

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

RESOLUTION NO. 14-430

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The 911 Communications Director recommends the accepting the voluntary resignation of Jessica Brust; effective April 9, 2014;

Therefore Be It Resolved, the Board of Commissioners accept the voluntary resignation of Jessica Brust; effective April 9, 2014.

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

RESOLUTION NO. 14-431

IN THE MATTER OF ALLOWING COUNTY PARTICIPATION IN THE ANNUAL SERVICES FAIR:

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

WHEREAS, the Services Fair is a combined effort between Delaware County and the City of Delaware and allows employees to attend during working hours to learn about local organizations, vendors and businesses that offer a wide range of information and services.

WHEREAS, participation in the Services Fair will assists employees in securing a productive and healthy work-life / family-life balance.

WHEREAS, the 2014 Services Fair will take place on Friday, April 25, 2013 from 9:00 a.m. until 2:00 p.m. in the Mingo Park gymnasium and employees are encouraged to attend.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners support allowing County participation in the 2014 Services Fair.

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

RESOLUTION NO. 14-432

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, FOR THE PURPOSE OF SUPPORTING STATE ISSUE 1, THE RENEWAL OF THE STATE CAPITAL IMPROVEMENTS PROGRAM:

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

WHEREAS, Ohio local communities are in continuing need of support for vital road, bridge, sewer, water and other infrastructure projects, and

WHEREAS, Ohio has in place a state program of support for local communities which not only helps to fund infrastructure projects, but also creates large numbers of construction and allied jobs, and

WHEREAS, the Ohio State Capital Improvements Program has successfully provided support for more than 11,500 such projects and resulting job creation since its inception in 1987, and

WHEREAS, Delaware County has been able to complete numerous projects that have an estimated value of over forty-four million dollars. The projects have been as large as a half-million dollars and as small as twenty-five thousand dollars but each of them have benefited Delaware County residents and the economic climate of Delaware County, and

WHEREAS, Issue 1 on the May 6, 2014 statewide ballot provides Ohio voters with the opportunity to renew the program by authorizing issuance of \$1.875 billion in capital improvement bonds, and

WHEREAS, no new taxes are required to fund repayment of the bonds;

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

THAT, this Board of County Commissioners declares its support for State Issue 1, and urges Ohio voters to cast their votes in support of continuing the infrastructure improvement and job creation Issue 1 will foster; and

That, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board which resulted in this formal action were taken in meetings open to the public in full compliance with applicable legal requirements, including ORC 121.22.

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

RESOLUTION NO. 14-433

IN THE MATTER OF APPROVING AN ADVANCE, REPAYMENT OF ADVANCE, NEW FUND AND NEW ORGANIZATION KEY:

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

Advance of Funds		
10011102-8500	26226206-8400	30,000.00
Commissioners General/Advance Out	Specialized Court Docket/Advance In	
10011102-8500	23212103-8400	2,358.84
Commissioners General/Advance Out	JAG Drug Prosecutor Grant/Advance In	
Repayment of Advance		
22111502-8500	10011102-8400	1,000.00
Litter Grant/Advance Out	Commissioners General/Advance In	
22111502-8501	10011102-8401	1,000.00
Litter Grant/Prior Year Advances Out	Commissioners General/Prior Year Advances In	
New Fund		
749	Interim Tax Collections	
New Organization Key		
74914905	Interim Tax Collections	

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

RESOLUTION NO. 14-434

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 128.285 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

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

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WHEREAS, on March 5, 2014, the Clerk to the Board of the Delaware County Commissioners (the “Board”) received an annexation petition filed by, Michael R. Shade, Attorney at Law, agent for the petitioner, of 128.285 acres, more or less, in Berkshire Township to the Village of Sunbury (the “Petition”); and

WHEREAS, the Petition was filed pursuant to section 709.023 of the Revised Code; and

WHEREAS, on March 25, 2014, Berkshire Township filed with the Board an objection (Berkshire Township Resolution 14-3-9) to the Petition pursuant to section 709.023(D) of the Revised Code, which states, in pertinent part, that the Petition does not comply with section 709.023(E)(7) of the Revised Code; and

WHEREAS, pursuant to section 709.023(E) of the Revised Code, the Board reviewed the Petition to determine if the conditions stated therein have been met;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds, upon review of the Petition, that the Petition meets each of the conditions specified in section 709.023(E) of the Revised Code;

BE IT FURTHER RESOLVED that the Board hereby grants the annexation of 128.285 acres, more or less, in Berkshire Township to the Village of Sunbury, as prayed for in the Petition.

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

ADMINISTRATOR REPORTS

Tim Hansley

-Last Friday the NorthStar Community Authority elected me (Tim) as chairman

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Stapleton

-No reports

Commissioner O’Brien

-RPC executive meeting this Wednesday

Commissioner Merrell

-No reports

RESOLUTION NO. 14-435

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends accepting the resignation of Nortarsha Cork, from the JFS Department; effective April 7, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Nortarsha Cork, from the JFS Department; effective April 7, 2014.

The Director of Job and Family Services recommends accepting the resignation of Amber Huber, from the JFS Department; effective April 18, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Amber Huber, from the JFS Department; effective April 18, 2014.

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

RESOLUTION NO. 14-436

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATIO OF EMPLOYMENT, DISMISSAL, DISCIPLINE AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn into Executive Session at 12:07 PM.

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

RESOLUTION NO. 14-437

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IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn out of Executive Session at 12:30 PM.

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

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

**-Dawn Huston, Assistant County Administrator/ Director of Administrative Services
Life Insurance Discussion**

Gary Merrell

Ken O’Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners