

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 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

RESOLUTION NO. 14-523

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 8, 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 May 8, 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
Chip Thomson, Vice President of Delaware County Agricultural Society; For Resolution No. 14-539
Bill Lowe, General Manager of the Delaware County Fair; For Resolution No. 14-539
Deb Shatzer, Executive Director of Visitors Bureau of Delaware County; Against Resolution No. 14-539

ELECTED OFFICIAL COMMENT

TIFFANY JENKINS, DIRECTOR OF ENVIRONMENTAL SERVICES
PRESENTATION; DECLARING MAY AS BUILDING SAFETY MONTH IN DELAWARE COUNTY

RESOLUTION NO. 14-524

IN THE MATTER OF DECLARING MAY AS BUILDING SAFETY MONTH IN DELAWARE COUNTY:

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

Whereas, Delaware County’s continuing efforts to address the critical issues of safety, energy efficiency and resilience in the built environment give us confidence that our structures are safe and sound; and

Whereas, our confidence is achieved through the commitment of building officials, fire prevention officials, architects, engineers, builders, contractors, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and

Whereas, building, plumbing and fire officials from many jurisdictions within Delaware County administer codes to protect individuals in the buildings where they live, learn, work, worship, play; and

Whereas, the International Codes are used by the State of Ohio in providing a basis for the Ohio Building Code, the Residential Code of Ohio, the Ohio Plumbing Code and the Ohio Fire Code; and

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the importance of the implementation of safety codes by local and state agencies to assure us of safe, efficient and livable buildings; and

Whereas, the theme for Building Safety Month 2014 is “Building Safety: Maximizing Resilience, Minimizing Risks” which encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation; backyard safety; energy efficiency; and new technologies in the construction industry.

NOW THEREFORE BE IT RESOLVED, the Delaware County Board of Commissioners does hereby designate May as Building Safety Month and we urge all county residents and those doing business in Delaware County to

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work with our building officials and fire officials on achieving building safety and resilience.

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

RESOLUTION NO. 14-525

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

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0509 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
– SERVICE AND CHARGES				
R1403625	SHROCK PREMIER CUSTOM CONSTRUCTION LLC	DELAWARE COUNTY RESIDENTIAL DEMOLITION YOGI PROPERTY	22911716-5301	\$124,600.00

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

RESOLUTION NO. 14-526

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement Agency is requesting that Brandy Davenport attend a BIC/Cognos training class in Columbus, OH on May 15, 2014 at no cost.

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

RESOLUTION NO. 14-527

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S
OFFICE TRANSPORT REPORTS FOR THE MONTH OF APRIL 2014:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted monthly reports for April 2014;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Reports for the month of April 2014.

Section 2. The Board hereby allows the expenses contained in the monthly reports.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

RESOLUTION NO. 14-528

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM MARY GAYLE PAUL DBA
HEART OF OHIO HONEY AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL
WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Harlem Township Trustees that Heart of Ohio Honey has requested a new B permit located at 4854 Miller Paul Road, Westerville, OH 43082 and

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

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

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

RESOLUTION NO. 14-529

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR KILLDEER MEADOWS SECTION 3:

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

Whereas, The Engineer recommends approving the Owner’s Agreement for Killdeer Meadows Section 3:

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Killdeer Meadows Section 3:

Owner’s Agreement for Killdeer Meadows Section 3

OWNER’S AGREEMENT
PROJECT NUMBER: N04067

THIS AGREEMENT, executed on this 12th day of May 2014 between **M/I HOMES OF CENTRAL OHIO**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **KILLDEER MEADOWS SECTION 3**, further identified as Project Number N04067 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER’S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished

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according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto.**

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS.**

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER.** All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS,** as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer.**

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County.**

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$618,100
CONSTRUCTION BOND AMOUNT	\$618,100
MAINTENANCE BOND AMOUNT	\$ 61,900
INSPECTION FEE DEPOSIT	\$ 49,500

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

RESOLUTION NO. 14-530

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND LINDSAY PRECAST, INC. FOR THE PROJECT KNOWN AS DEL-TR334-0.47:

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

Whereas, the County Engineer intends to construct the improvement known as DEL-TR334-0.47, which includes replacement of the bridge on Carriage Road over Lick Run by force account using county employees and equipment; and,

Whereas, the County Engineer has obtained three quotations for the supply and installation of the precast concrete box culvert units for said Improvement; and,

Whereas, the County Engineer recommends entering into contract with the vendor with the lowest quotation, Lindsay Precast, Inc., in the amount of \$37,481.81;

NOW, THEREFORE, Be It Resolved by the Board of County Commissioners of Delaware County, that:

Section 1: The County Engineer is authorized to construct the improvement known as DEL-TR334-0.47 by force account; and,

Section 2: The following contract is approved:

CONTRACT

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THIS AGREEMENT is made this 12th day of May, 2014 by and between **Lindsay Precast, Inc., 6845 Erie Avenue, Canal Fulton, Ohio 44614**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“DEL-TR 334-0.47 Box Culvert Supply, Carriage Road Bridge;** and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Thirty-Seven Thousand Four Hundred Eighty-One Dollars and Eighty-One Cents (\$37,481.81)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. General Information
- c. Proposal
- d. Work Specifications (including all plans, drawings, etc.)
- e. Specifications – General Provisions
- f. Federal and State Requirements

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

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

RESOLUTION NO. 14-531

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
U14-026	Suburban Natural Gas	Estates at Glen Oak 5A	Install gas mains
U14-027	Del-Co Water	Orange Road	Install road bore
U14-02	Columbia Gas of Ohio	Cheshire Woods Section 3A	Install gas mains
U14-029	Centurylink Network	Green Meadows Drive North	Place buried cable
U14-030	Del-Co Water	Big Walnut & Lewis Center Roads	Relocate waterline
U14-031	American Electric Power	Butts Road	Reconductor and add 2 phases

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

RESOLUTION NO. 14-532

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**IN THE MATTER OF SETTING THE DATE AND TIME FOR PUBLIC HEARING #2 FOR 2014
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING:**

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

WHEREAS, Delaware County, by and through the Delaware County Board of Commissioners (the "Board") is a designated subrecipient of Community Development Block Grant ("CDBG") funding; and

WHEREAS, the citizen participation requirements within the Housing and Community Development Act and applicable federal regulations require two public hearings to allow public input regarding the use of CDBG funding; and

WHEREAS, the first public hearing was conducted April 14, 2014; and

WHEREAS, the second public hearing is required to inform the public of the projects proposed to be included in the FY 2014 CDBG Allocation Grant application;

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

Section 1. The Board hereby sets Thursday, June 5, 2014, at 9:45 AM, during the regularly scheduled Board of Commissioners meeting held at 101 North Sandusky Street in Delaware, Ohio as the date, time, and place for public hearing #2 for 2014 CDBG funding.

Section 2. The Clerk of the Board is hereby directed to cause public notice to be published in the Delaware Gazette on Thursday, May 22, 2014, and again on Thursday, May 29, 2014, notifying the public of the hearing.

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

RESOLUTION NO. 14-533

**IN THE MATTER OF ENTERING A PARTNERSHIP AGREEMENT BETWEEN THE DELAWARE
COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE FOR THE STATE OF
OHIO FY2014 COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) PROGRAM:**

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

WHEREAS, the City of Delaware, Ohio has been designated as the Lead Entity responsible for administering the grant provided from the Ohio Development Services Agency (ODSA) to implement project activities identified in the FY2014 Community Housing Impact & Preservation (CHIP) Program, as funded by the Community Development Block Grant (CDBG) State Program and/or HOME Investment Partnerships Programs and/or Ohio Housing Trust Funds (OHTF); and

WHEREAS, the Partnership is composed of the City of Delaware, Ohio, and Delaware County, Ohio; and hereinafter the City of Delaware will be referred to as the Lead Entity and Delaware County as the Partner Entity; and

WHEREAS, these two named government entities are eligible to receive CHIP funds from the State of Ohio and agree to enter into this Partnership Agreement, whereupon the Partner Entity becomes a part of the Lead Entity's program for purposes of program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP grant period; and

WHEREAS, the Partnership is eligible to apply for up to Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) of State of Ohio FY2014 CHIP Program funds through ODSA; and

WHEREAS, the City of Delaware has been selected as the Lead Entity by the Partnership and will be responsible for preparing the FY2014 CHIP grant application, including the selection of eligible project activities through facilitating the application planning process with Delaware County; the coordination of the Citizen Participation Process with Delaware County; and, if funded, acting as the Grantee of the State of Ohio responsible for regulatory compliance and the terms of the grant agreement with the State of Ohio; and also administering the grant in accordance with the CHIP Program rules and regulations as required by ODSA and as outlined in the Ohio Consolidated Plan and the City of Delaware CHIP Policies and Procedures Manual.

NOW, THEREFORE, the City of Delaware and Delaware County agree to the following terms of this Partnership Agreement:

1. Both government entities in this Partnership are eligible to receive CHIP funds from the State of Ohio and agree to enter into this Partnership Agreement and authorize their respective chief executive officers to execute said agreement.

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2. Partner Entity Delaware County agrees to adopt the City of Delaware CHIP Policies & Procedures Manual solely for the FY2014 CHIP Program grant period.
3. The City of Delaware and the Partner Entity of Delaware County agree to implement the CHIP Program in compliance with CDBG, HOME, and OHTF requirements and the City of Delaware CHIP Policies & Procedures Manual as modified from time to time by ODSA, the U.S. Department of Housing and Urban Development (HUD), the State of Ohio Consolidated Plan, and CHIP guidelines as required by ODSA.
4. This Partnership Agreement is in effect for the City of Delaware and Delaware County specifically for FY2014 CHIP Program, if selected and awarded with funds from the State of Ohio CDBG, HOME, and OHTF allocation. This Agreement will remain in effect until the CHIP funds and any program income received from applicable activities are expended and the funded activities completed and closed out by the State of Ohio (hereinafter known as the Agreement Timeframe). The City of Delaware, as the Lead Entity, will have the right to expend CHIP funds anywhere within the municipal and county jurisdictions to ensure their use within the specified CHIP program timeframe. Further, the City of Delaware, as the Lead Entity Grantee, and Delaware County, as the Partner Entity, cannot voluntarily terminate or withdraw from this Agreement while it remains in effect.
5. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, agree to take actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.
6. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, agree that CHIP Program funds are prohibited for activities in, or in support of, any unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the Lead Entity's actions to comply with its fair housing certification. Noncompliance by a unit of local government included in the Lead Entity's region may constitute noncompliance by the Lead Entity Grantee that can, in turn, provide cause for funding sanctions or other remedial actions by the State of Ohio or U.S. Department of Housing and Urban Development (HUD).
7. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, state that both cooperating units of general local government have adopted and are enforcing a policy:
 - a. prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
8. No Party to this Agreement may obstruct the implementation of the approved CHIP Program during the period covered by this Agreement either through veto, legal action, or any other restriction. The Lead Entity has final responsibility for selecting CHIP activities through facilitating the application planning process with Delaware County and submitting the Application to ODSA by the due date of June 6, 2014. Each Party agrees to the Terms and Conditions of Partnership, attached hereto as Attachment 1 and made part of this Agreement, in regard to program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP grant period.
9. The City of Delaware, as the Lead Entity, and Delaware County as Partner Entity understand that the State of Ohio is prohibiting Subrecipient Agreements in regard to the FY2014 CHIP Program.
10. Partners agree to be equally obligated and shall not knowingly and purposefully neglect to carry out any and all applicable State and local laws, or any portion of this Partnership Agreement, necessary to carry out the CHIP Program in accordance with all applicable federal and state regulations. The failure of one or both Partners in this regard may result in sanctions as determined by ODSA.

**ATTACHMENT 1
FY2014 CHIP PROGRAM
TERMS AND CONDITIONS OF PARTNERSHIP
CITY OF DELAWARE, OHIO AND DELAWARE COUNTY, OHIO**

This Attachment sets forth the responsibilities and obligations of each party to the FY2014 CHIP Program Partnership Agreement in undertaking the FY2014 CHIP Program and in utilizing such funds:

I. SCOPE OF PROJECT

A. Activities

If the FY2014 CHIP Program is funded, the Lead Entity and Partner Community (herein known as Parties) agree to undertake and complete the activities as set forth in Attachment A of the Grant Agreement between Lead Entity City of Delaware and ODSA, which provides a description of each activity including the

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products to be provided and/or services to be performed, and identifies the person or entity providing the services, the location of the activities, the recipients of the service, and the manner and means of the services.

B. National Objectives

All activities funded with CDBG/HOME/OHTF funds must meet the income eligibility requirements of benefit to low and moderate income persons (LMI) per respective federal and state program requirements and per the City of Delaware CHIP Policies and Procedures Manual (PPM), which is adopted by the Partner Entity for use during this FY2014 CHIP Program upon execution of the Partnership Agreement.

The Parties certify the activities carried out under this Agreement will meet the income eligibility requirements as follows:

(1) Each third-party non-profit or non-governmental entity accessing CHIP funds will enter into a Participation Agreement with Grantee outlining the duties of the entity. Each third-party non-profit or non-governmental entity will be solely responsible for and perform the actual end user selection of households to be assisted through their respective eligibility criteria and ensure the household falls within the respective funding source's LMI income guidelines.

(2) If each Partner engages in a CHIP activity, it shall be solely responsible for and perform the actual end user selection of households to be assisted through their respective eligibility criteria and ensure the household falls within the respective funding source's LMI income guidelines.

II. SCOPE OF SERVICES

A. General Administration

Lead Entity will be responsible for the general administration of the FY2014 CHIP Program activities within the grant program service area, which is inclusive of the jurisdiction of Delaware County and the City of Delaware, set forth herein in a manner satisfactory to Grantee and consistent with the standards set forth in the Grant Agreement between Grantee and Ohio Development Services Agency (ODSA). Such program administrative responsibilities shall include the following activities eligible under the CHIP Program:

1. Program Marketing
2. Project Monitoring
3. Project Fiscal Management–Submission of Invoices and Payment of Contractors/Vendors
4. Project Reporting

Administrative funds related to carrying out the CHIP Program will be retained by the Grantee and may also be available to the Partner Entity for general staff administrative, program marketing, and technical assistance costs as defined by the CHIP Program Guidelines upon review and approval by the Grantee and as funds permit.

B. Levels of Accomplishment – Goals and Performance Measures

Grantee shall be responsible to accomplish the levels of performance as set forth in the Grant Agreement with ODSA and report such measures as units rehabbed, units constructed, and persons or households assisted. Partner Entity and third-party entities shall cooperate with time frames for performance as requested by Grantee. Partner Entity may be requested to assist with cooperation of third-party entities as needed. Activity funds are budgeted to joint jurisdiction as a whole and funds may be expended in either jurisdiction as needed to achieve proposed levels of accomplishment.

C. Staffing

Parties shall ensure adequate and appropriate staffing to expend all CHIP funds allocated to each activity identified in the grant agreement with ODSA. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Grantee and the Partner Entity or third-party entities. Third-party entities shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, and third-party entities shall not be eligible for OPERS benefits, since the third-party entities are considered independent contractors.

Partner Entity shall inform Grantee of any changes in the Key Personnel assigned or their general responsibilities under this project to ensure continuity in reaching program goals.

D. Performance Monitoring

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Grantee is required to monitor the performance of Partner Entity and each third-party entity against goals and performance standards as stated above. Partner Entity and third-party entities shall provide Grantee all necessary reporting information as required by ODSA in the administration and review of the Project(s). Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Partner Entity or third-party entities within a reasonable period of time after being notified by Grantee, contract suspension or termination procedures may be initiated.

III. TIME OF PERFORMANCE

This Agreement shall be in effect for the lifetime of the FY2014 CHIP Program, which includes, but is not limited to, the application planning process, the citizens' participation process, program administration and implementation, program closeout, state monitoring, financial audit, and all program timeframes as set forth by ODSA in the 2014 Ohio Consolidated Plan. All program activities, if funded, are expected to be completed within the project timeframes. Any CHIP funds for activities, if funded and not completed, are subject to recapture by ODSA. The Grant Application to ODSA is due June 6, 2014. If funded, Grant Award is September 1, 2014. Work Completion date is October 31, 2016. Final Grant Drawdown Date is October 31, 2016. Final Performance report due date is December 31, 2016. State Monitoring of the program usually occurs within one year of Final Performance Report. The Grantee and Partner Entity shall participate in financial audits as needed. The Grantee will monitor the performance of the third-party entities against the time thresholds established by ODSA and outlined in the Grant Agreement. If action to correct performance is not taken by the third-party entities within a reasonable period of time after being notified by the Grantee and Partner Entity, a contract amendment will be initiated to forfeit funds. The Grantee reserves the right, at its discretion, to redistribute CHIP funds throughout the program service area to ensure expenditure of CHIP funds according to the schedule set forth by ODSA.

IV. BUDGET

The FY2014 CHIP funds shall be used solely for the stated purposes set forth in the Partnership Agreement and Grant Agreement with ODSA, and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including any reports required by ODSA, evidencing the costs incurred. If the CHIP funds are not expended in accordance with the terms, conditions, and time period set forth in this Agreement or the total amount of the CHIP funds exceeds the eligible costs of the activities, the amounts improperly expended or not expended shall be returned to Grantee to refund, in turn, to ODSA within thirty (30) days after the expiration or termination of this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment, or services unless Grantee obtains satisfactory security.

Project costs shall be paid in accordance with the budget allocations outlined in Attachment A of the Grant Agreement with ODSA. Funds distributed from Grantee to Partner Entity are budgeted, not awarded, based on the grant application planning process. All costs incurred must be fully documented. In addition, Grantee may require additional detail budget breakdown. Third-party entities or Partner Entity shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Formal amendments to the budget will not be allowed. Therefore, it is an expectation that those budgeted funds will be spent in that specific jurisdiction. If not, Grantee reserves the right to shift funds to other jurisdictions as needed within the program service area to ensure all elements of the Grant Agreement with ODSA are carried out prior to closeout.

V. PAYMENT

As a partnering city and county, Parties are eligible to apply to ODSA for up to \$850,000 of FY2014 CHIP funds. If the grant application is funded, Grantee shall issue the CHIP funds as a reimbursement of costs incurred for the sole and express purpose of undertaking the Projects specified in the Grant Agreement with ODSA. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the CHIP funds. Grant drawdowns shall be performed by the Grantee for the payment of eligible expenses and shall be made against the line item budgets specified in the Grant Agreement with ODSA and in accordance with performance.

Compensation shall be provided during the term of this Agreement for a "not to exceed" cost figure inclusive of any activity delivery costs (soft costs). Activity delivery costs (soft costs) are eligible as part of each completed project or activity as defined by the State of Ohio Program Guidelines. In no event are payments to be financed by funds other than the funds granted by the State of Ohio for the CHIP Program. Expenses for general administration shall also be paid against the line item and in accordance with performance.

Payments may be contingent upon certification of Partner Entity's or third-parties' financial management system in accordance with the standards specified in 24 CFR 84.21 or 85.21. Payments shall be made upon the timely submission to Grantee of a "Request for Payment" with related complete source documentation verifying invoices are paid and justifying reimbursement of costs. Grantee reserves the right to suspend payments should the Partner Entity or third-party entities fail to provide required reports in a timely and adequate fashion or fail to meet other terms and conditions of this Agreement.

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CHIP funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee. Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantee may withhold payment allocation requests if Partner Entity or third-party entities fail to comply with the above requirements until such compliance is demonstrated.

VI. NOTICES

Notices required by this Agreement shall be made in writing and delivered via U.S. mail, commercial courier, or personal delivery or sent by facsimile, email, or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Partner Entity</u>
Mr. David M. Efland, AICP	Mr. Gus Comstock
Director of Planning & Community Development	Economic Development Director
City of Delaware	Delaware County
1 South Sandusky Street	101 North Sandusky Street
Delaware, OH 43015	Delaware, OH 43015
Telephone: 740-203-1600	Telephone: 740-833-2112
Fax: 740-203-1699	Fax: 740-833-2099
Email: defland@delawareohio.net	Email: GComstock@co.delaware.oh.us

VII. REPORTING AND COMPLIANCE

A. Reporting Requirements

Partner Entity and third-party entities shall submit to Grantee information for any reports as required by the ODSA and the CHIP Program. All records pertinent to the activities undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506 and the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

B. Records, Access, and Maintenance

Parties shall establish and maintain for at least four (4) years from the final financial close out of this grant and Agreement such records as are required by Grantee and/or ODSA, including but not limited to, financial reports, intake and participant information, program, and audit reports. The Parties further agree that records required by Grantee with respect to any questioned costs, audit disallowances, litigation, or dispute between ODSA and Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason Grantee shall require a review of the records related to the Program, Parties shall, at their own cost and expense, segregate all such records related to the Program from its other records of operation. ODSA requires all records to be retained by the Grantee after the financial closeout.

C. Inspections

At any time during normal business hours, upon seven (7) days prior written notice and as often as Grantee may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Partner Entity and third-party entities shall make available to Grantee and ODSA, and appropriate state agencies or officials, for examination all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantee to audit, examine, and make excerpts or transcripts from such records.

D. Audits

CHIP Program funds shall be audited according to the requirements of OMB Circular A-133. In addition, Parties must follow the guidelines provided in the ODSA Financial Management Rules and Regulations Handbook. An audited party shall submit to the Grantee and Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form, and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period.

E. Use of Federal Grant Funds

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Parties acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agencies of the United States Government granting the funds to ODSA for the purposes of performing the work and activities as listed in Grant Agreement with ODSA. Partner Entity shall fully reimburse Grantee for any cost of the Partner Entity which is disallowed by any federal agency and which must be refunded thereto by Grantee and ODSA.

VIII. SPECIAL CONDITIONS

A. Program Income

Program income derived through the administration of these FY2014 CHIP funds and activities may be retained and redistributed by the Grantee if the original activity was located within the City of Delaware. Program income derived through the administration of these FY2014 CHIP funds and activities may be retained and redistributed by the Partner Entity if the original activity was located within Delaware County and outside the City of Delaware. Each Party is responsible for filing mortgages or deed restrictions on properties within their respective jurisdictions as needed. However, all CDBG program income must be used for a primary CDBG housing activity, and all HOME Program income must be used for an eligible HOME Program activity. The use of program income must comply with the OCD Program Income Policy ("Attachment 12") at http://www.development.ohio.gov/cs/cs_fiscalforms.htm and applicable Federal and State laws and regulations.

B. Homeownership Assistance: New Construction with Habitat for Humanity

Depending on funding availability, ODSA indicated the funding source for the Homeownership Assistance: New Construction with Habitat for Humanity activity for the FY2014 CHIP Program may also be Ohio Housing Trust Funds (OHTF). Per funding source regulations, the income limits for Habitat Partner Families, therefore, must be classified as Very Low Income (that is, households whose income does not exceed 50% Area Median Income). The Resale/Recapture Requirement also shall be enforced. Should the funding source be HOME funds, the income limits for the Habitat Partner Families are classified as Low and Moderate Income (that is, households whose incomes do not exceed 80% Area Median Income). The Resale/Recapture Requirement is enforced per HOME regulations. (See Item C below.)

C. Homeownership Assistance: Resale/Recapture Requirement

The Resale and Recapture Requirement may be viewed in the FY2014 Ohio Consolidated Plan. To ensure affordability, the HOME program funding source requires an affordability period based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. Parties must also enforce a "resale or recapture" requirement if the property is sold or title is transferred prior to the completion of the affordability period. New Construction Projects completed in conjunction with Habitat for Humanity that are transferred within the affordability period must include language enforcing a 'first right of refusal' and 'resale' of the property to another LMI household. Under the resale option, Parties must ensure that, if the property is sold during the period of affordability, the price at resale provides the original HOME-assisted homebuyer a fair return on investment. Communities receiving CHIP grant awards shall abide by Program Policy Notice OCD 13-01, Finance Mechanisms for Office of Community Development Program-Funded Projects. This policy can be viewed on the ODSA website and shall be incorporated into this Agreement.

IX. GENERAL CONDITIONS

A. General Compliance

Parties agree to comply with the requirements of the Housing and Community Development Act of 1974, as amended, and the Cranston Gonzales National Affordable Housing Act (NAHA) and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG funds), as any of them may be amended or supplemented from time to time, except that Partner Entity does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604. Parties also agree to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

B. Adherence to State and Federal Laws and Regulations

- (1) General . Parties accept full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings, and any and all other taxes or payroll withholdings required for all employees engaged by the Parties in the performance of the work and activities authorized by this Agreement. Parties accept full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected, as needed.

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- (2) Ethics. In accordance with Executive Order 2007-01S, Parties, by signature on this document, certify that each Party: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Parties understand that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

C. Outstanding Liabilities

Parties represent and warrant that it does not owe: (1) any delinquent taxes to each Party, the State of Ohio (the "State"), or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency, or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

D. Falsification of Information

Parties represent and warrant that each has made no false statements to each Partner in the process of the grant application process to obtain this award of the FY2014 CHIP funds.

E. Equal Employment Opportunity

Parties will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Parties will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Parties will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status, or ancestry. Parties will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which FY2014 CHIP funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Parties will require all of its subcontractors or third-party entities for any part of such work to incorporate such requirements in all subcontracts for such work.

F. Prevailing Wage Rates and Labor Standards

In the commission of any program activities wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Parties will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work as they may or may not apply to the FY2014 CHIP Program activities.

G. Procurement

- (1) Compliance. Parties shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Any program assets (unexpended program income, property, equipment, etc.) shall be retained by the respective Parties upon termination of this Agreement.

- (2) OMB Standards. Unless specified otherwise within this Agreement, the Parties shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 or 24 CFR 85.36.

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(3) Travel. Parties shall obtain written approval from Grantee for any travel outside the metropolitan area for which CHIP administration funds are provided under this Agreement. All travel costs reimbursed with CHIP administration funds shall be at the rates allowed under Parties' HUD-approved travel rules.

(4) Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 or 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

(5) Subcontracts. Parties will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. Parties will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. (See also Section X, Item H Assignment.)

(6) Conflict of Interest. No personnel of Parties, any subcontractor of Parties, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantee in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantee determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

H. Environmental Requirements

Parties agree to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. Parties also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966 and HUD Lead-Based Paint Regulation at CFR 570.608 and 24 CFR Part 35, Subpart B. Grantee shall be the responsible entity for the preparation and execution of the required Environmental Review processes to obtain the necessary release of funds for use regarding the FY2014 CHIP Program, if funded by ODSA.

I. Relocation

Parties agree to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (Grantee may preempt the optional policies.) Parties shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CHIP-assisted project. Parties also agree to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

J. Liability

Parties shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, or damage to property (including property of Grantee) caused by the negligent acts or omissions, or negligent conduct of Parties, its employees, agents, or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each Party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents, and subcontractors. Each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

K. Source and Availability of CHIP Funds

Parties acknowledge that the source of the FY2014 CHIP Program grant funds is a federal pass-through grant to ODSA and a Grant Agreement between the Grantee and ODSA. Grantee shall have no obligation to advance or pay Partner Entity or third-party entities with any funds other than the FY2014 CHIP Program grant funds the Grantee receives from ODSA if the proposed grant application is funded. Parties understand the FY2014 CHIP is a competitive grant program and may or may not be selected for funding by ODSA. Any costs incurred by the Parties during the planning, citizen participation, and application preparation

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phases of this grant application are done so voluntarily and at each Party's own expense.

L. Insurance & Bonding

Parties shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any program cash advances from Grantee and made at the Grantee's discretion. Parties shall comply with the bonding and insurance requirements of 24 CFR 84.31, 84.48, and 85.36, as applicable, Bonding and Insurance.

M. Grantee Recognition

Parties shall acknowledge recognition of the role of Grantee and Partner Entity in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Parties will include a reference to the support provided herein in all publications made possible with CHIP funds made available under this Agreement.

N. Termination Procedure

(1) **Termination.** Grantee may immediately terminate this Agreement by giving reasonable written notice of termination to the Partner Entity for any of the following occurrences:

(a) Failure of Partner Entity to fulfill in a timely and proper manner any of its obligations under this Agreement.

(b) Failure of Partner Entity to submit reports that are complete and accurate.

(c) Failure of Partner Entity to use the CHIP Funds for the stated purposes in this Agreement.

(d) Notification from ODSA that the FY2014 CHIP grant application was not selected for funding or the termination of CHIP Program funding by ODSA.

(2) **Effects of Termination.** Within sixty (60) days after termination of this Agreement, Partner Entity shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantee, unless otherwise directed by Grantee. After receiving written notice of termination, Partner Entity shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Partner Entity shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

(3) **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Partner Entity of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantee of any of its rights hereunder.

X. MISCELLANEOUS

A. Governing Law

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect, and performance.

B. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in the City of Delaware or Delaware County, Ohio, and the Parties agree that venue in such courts is appropriate.

C. Entire Agreement

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements, and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

D. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

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E. Amendments or Modifications

Either Party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The Parties shall review the request for modification in terms of the regulations and goals relating to the FY2014 CHIP Program. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

F. Pronouns

The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

G. Headings

Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

H. Assignment

Neither this Agreement nor any rights, duties, obligations, or FY2014 CHIP Program administrative functions described herein shall be assigned, subcontracted, or subgranted by the Partner Entity without the prior knowledge or express written consent of the Grantee. Such Assignment shall comply with ‘ODSA Program Policy Notice OCD 13-04 Grant Administration of Office of Community Development Programs’ located on the ODSA website and incorporated into this Agreement so that appropriate procurement and contracting is performed by the Partner Entity and allowable and appropriate soft costs or administrative costs may be taken from the CHIP Program grant if possible and practical. Parties mutually understand that each is compliant with this ODSA policy.

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

RESOLUTION NO. 14-534

RESOLUTION FOR TRANSFER OF SANITARY SEWER EASEMENT:

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

WHEREAS, a sanitary sewer easement was granted to PC/Indian Run Joint Venture from Katherine Leveque on March 13, 1994 for the construction of offsite sanitary sewer for Highland Lakes North, Section 3, and subsequently filed for record in **Official Record Book 570, pages 122-127**, of the Delaware County, Ohio records; and

WHEREAS, this sewer easement was not transferred to the Delaware County for unknown reasons, and

WHEREAS, Planned Communities Inc., the successor in interest to PC/Indian Run Joint Venture is transferring the easement to the County in order to develop the proposed Sanctuary at the Lakes Sections 2, 3, and 4A, and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby accepts as grantee the transfer of the aforementioned sanitary sewer easement recorded in OR Vol. 570, Pages 122-127, and the obligations and burdens contained therein, and instructs the Sanitary Engineer to record the easement of transfer as soon as possible.

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

RESOLUTION NO. 14-535

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR SANCTUARY AT THE LAKES SECTION 2, 3 AND 4 PART 1:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for Sanctuary at the Lakes Section 2, 3 and 4 Part 1 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans Sanctuary at the Lakes Section 2, 3 and 4 Part 1 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Sanctuary at the Lakes Section 2, 3 and 4 Part 1 for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 14-536

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY 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 on March 21, 2014; and

Whereas, Meade Construction, Inc. was determined to be the lowest and best bid at \$2,756,100.00, and was awarded the bid on April 14, 2014; and

Whereas, it has been determined that the bid conforms to the specifications; and

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with Meade Construction, Inc. for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility, and authorize the Sanitary Engineer to issue the ”Notice to Proceed.”

AGREEMENT made as of the 12th day of May in the year **Two Thousand Fourteen**

BETWEEN the Owner:

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

and the Contractor:

Meade Construction, Inc.
13 North Mill Street
Lexington, Ohio 44904

for the following Project:

2014 Roof Replacement
Alum Creek Water Reclamation Facilities
7767 Walker Woods Boulevard
Lewis Center, Ohio 43035

The Architect:

Mays Consulting & Evaluation Services, Inc.
P.O. Box 1020
201 Pennsylvania Ave.
Delaware, Ohio 43015

NOTE: Substitute “Consultant” for “Architect” wherever the term “Architect” appears in the Contract Documents.

The Owner and Contractor agree as follows.

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10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

2014 Roof Replacement of the Alum Creek Water Reclamation Facilities according to Drawings (December 2013) and Specifications (February 2014), prepared by Mays Consulting & Evaluation Services, Inc. The work shall consist of Alternate Bid #1, inclusive of Alternate Price A to provide and install additional snow guards, as indicated in Section 00 41 13 Bid Form of the Specifications.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The Date of Commencement shall be the date of the Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

120 consecutive calendar days after the written Notice to Proceed issued by the Owner, through the Design Professional to the Contractor after execution of the Contract by the Owner. Documented Owner-caused delays and inclement weather days will be considered in extending the final completion date.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated damages established in the amount of \$1,000.00 per calendar day will be assessed for each day after the Substantial Completion Date that the work is not fully certified by the Consultant as being substantially complete (defined in the Contract Documents). The Contractor agrees that the liquidated damages amount of \$1,000.00 shall not be considered a penalty.

Liquidated damages established in the amount of \$250.00 per calendar day will be assessed for each day after 60 calendar days from the date the Contractor received the Certificate of Substantial Completion that the Contractor fails to submit to the Owner all project closeout documents, inclusive of all warranties. The Contractor agrees that the liquidated damages amount of \$250.00 per day shall not be considered a penalty.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two Million Seven Hundred Fifty-Six Thousand One Hundred Dollars (\$2,756,100.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Alternate Bid #1, inclusive of Alternate Price A (additional snow guards)

§ 4.3 Unit prices, if any:

Item	Units and Limitations	Price Per Unit (\$ 0.00)
1. Price per linear foot for wood nailers required for additional requested work.	1” x 4” nailer	\$3.00 / lineal foot
	2” x 4” nailer	\$3.50 / lineal foot
	2” x 6” nailer	\$4.00 / lineal foot
	2” x 8” nailer	\$5.00 / lineal foot
	2” x 12” nailer	\$6.00 / lineal foot
2. Price per lineal foot for the removal and replacement of wood decking.		\$2.50 / linear foot labor
3. Hourly rate of trades to complete additional required work.	Roofing Foreman	\$65.00 / hour
	Roofing Mechanic	\$60.00 / hour
	Sheet Metal Foreman	\$65.00 / hour
	Sheet Metal Mechanic	\$60.00 / hour
	Laborer	\$55.00 / hour

§ 4.4 Allowances included in the Contract Sum, if any:

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than thirty (30) days after the Owner receives the approved Application for Payment from the Consultant. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~sixty~~ (60) days after the Owner receives the approved Application for Payment from the Consultant.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of 8%. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of 8%;

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- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

Payment for Labor:

When work is 50% complete, the payment for labor incorporated into the Work will be at a rate of 100% of the amount set forth in the Contractor’s Payment Application and approved by the Consultant.

Payment for Materials and Equipment:

The balance of the invoice cost will be payable when the materials or equipment are incorporated into the Work.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

- [« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- [« »] Litigation in a court of competent jurisdiction
- [« X »] Other (Specify) See Section 15.2 of AIA Document A201-2007 General Conditions of the Contract for Construction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(0%) per annum

§ 8.3 The Owner’s representative: Mays Consulting & Evaluation Services, Inc. Representative

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(Name, address and other information)

Eric Kletrovetz, P.E. Delaware County Regional Sewer District 50 Channing St., South Wing, 2 nd Floor Delaware, Ohio 43015	Andy Raile, R.R.C. Mays Consulting & Evaluation Services, Inc. P.O. Box 1020 Delaware, Ohio 43015
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§ 8.4 The Contractor’s representative:

(Name, address and other information)

Andrew L. Meade, President Meade Construction, Inc. 13 N. Mill St. Lexington, Ohio 44904

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

8.6.1 Contractor acknowledges the following requirements set forth in the Specifications, including the Invitation to Bid and the Instructions to Bidders, are included in the Contract Documents. Contractor further acknowledges Contractor’s responsibility to furnish acceptable insurance, Contract Bonds, etc. Contractor understands Owner’s right to continue said insurance coverage with the Owner-approved company until final acceptance and payment by Owner.

8.6.2 Limitation on Liability. The Owner’s total liability under this Agreement will be limited to the amount set forth in Section 4.1 of this Agreement. Under no circumstances will the elected officials, officers, employees, board members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

8.6.3 NON-DISCRIMINATION. Contractor agrees:

- 1. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, nor any of its subcontractors or anyone acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- 2. That neither the Contractor, nor any of its subcontractors or anyone acting on behalf of either of them, shall, in any manner discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
- 3. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by the Ohio Revised Code Section 153.60 for each person who is discriminated or intimidated in violation of this Agreement.
- 4. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of Agreement.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

2014 Roof Replacement Specifications

Section	Title	Date	Pages
All	2014 Roof Replacement Specifications	February 2014	All

§ 9.1.5 The Drawings:

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Number	Title	Date
A1.0	Roof Plans (Base Bid #1)	All Drawings - December 2013
A1.1	Roof Plans (Base Bid #1)	
A1.2	Roof Plans (Base Bid #1)Roof Plans	
A1.3	(Alternate Bid #1)	
A1.4	Roof Plans (Alternate Bid #1)	
A1.5	Roof Plans (Alternate Bid #1)	
A2.0	Details (Base Bid #1)	
A2.1	Details (Base Bid #1)	
A2.2	Details (Base Bid #1)	
A2.3	Details (Base Bid #1)	
A2.4	Details (Base Bid #1)	
A2.5	Details (Base Bid #1)	
A2.6	Details (Base Bid #1)	
A2.7	Details (Base Bid #1)	
A2.8	Details (Base Bid #1)	
A2.9	Details (Alternate Bid #1)	
A2.10	Details (Alternate Bid #1)	
A2.11	Details (Alternate Bid #1)	
A2.12	Details (Alternate Bid #1)	
A2.13	Details (Alternate Bid #1)	
A2.14	Details (Alternate Bid #1)	
A2.15	Details (Alternate Bid #1)	
A2.16	Details (Alternate Bid #1)	
A2.17	Details (Alternate Bid #1)	
A2.18	Details (Alternate Bid #1)	
A2.19	Details (Alternate Bid #1)	

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	March 14, 2014	Two

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other documents, if any, listed below:

The Contractor’s Bid Form submitted for the Work covered by this Contract is incorporated by reference into the Contract Documents and made a part of this Agreement.

The Contractor’s Bid Guaranty and Contract Bond or Contract Bond, as applicable.

The Contractor’s Personal Property Tax Affidavit.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

IMPORTANT NOTICE: The project is a signature project for the Delaware County Regional Sewer District and construction of the highest quality is vitally important to the Owner. In this respect, each Contractor assumes a position of trust and confidence in the performance of its duties to the Delaware County Regional Sewer District, and shall perform its Work on the Project with the highest degree of competence, diligence, coordination, and workmanship.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Meade Construction, Inc. in the total amount of \$2,756,100.00 from org key 66611904-5410.

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

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RESOLUTION NO. 14-537

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 WITH MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY DCES 14-03:

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

Whereas, Meade Construction, Inc. is currently under contract to complete the 2014 Roof Replacement for Alum Creek Water Reclamation Facility; and

Whereas, the agreement authorized included both Alternate #1 for the metal roof system and the additional snow guards to be constructed; and

Whereas, a change order is needed to increase the Contract Time by Forty-five (45) days; and

Whereas, there is not a change in the Contract Sum; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 1.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 1 for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility and authorize the Sanitary Engineer to sign the Change Order document.

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

RESOLUTION NO. 14-538

IN THE MATTER OF APPROVING THE APPLICATION RENEWAL FOR THE SELF-INSURANCE PROGRAM THROUGH THE OHIO BUREAU OF WORKERS COMPENSATION:

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

Whereas Delaware County Board of County Commissioners made application to the Ohio Bureau of Workers Compensation in 2008 to be Self-Insured for Workers Compensation purposes;

Whereas the Bureau of Workers Compensation requires an annual renewal application to be completed for continued participation in the program;

Therefore be it resolved that the Delaware County Board of County Commissioners hereby approves the Application for Renewal of Authorization to Operate as a Self-Insured Risk as set forth in Ohio Revised Code Chapter 4123 and authorizes the Workers' Compensation Coordinator to execute the application.

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

Commissioner Merrell proposed waving the 3-minute limit rule for this issue of public comment. Commissioner O'Brien objected. 3-minute limit stood.

Commissioner O'Brien's motion to table died for a lack of a second.

RESOLUTION NO. 14-539

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS SUPPORTING THE DELAWARE COUNTY AGRICULTURAL SOCIETY BOARD OF DIRECTORS' ONGOING EFFORT TO SECURE THE 3% BED TAX AS A MEANS TO PROTECT THE FUTURE OF THE DELAWARE COUNTY FAIRGROUNDS, THE DELAWARE COUNTY FAIR AND THE LITTLE BROWN JUG:

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

Whereas, the Board of Directors of the Delaware County Agricultural Society passed a resolution at their April 15, 2014 meeting requesting the support of the Board of Delaware County Commissioners in their efforts to secure a 3% bed tax to assist in financing improvements at the Delaware County Fairgrounds, and

Whereas, a primary mission of the Delaware County Agriculture Society is to provide areas and facilities for various and sundry events to be held on the Delaware County Fairgrounds throughout each and every year, and

Whereas, the Delaware County Agriculture Society is also responsible for providing suitable areas and facilities for the undertaking of the Delaware County Fair And the Little Brown Jug harness race to be held on the Delaware

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County Fairgrounds each year, and

Whereas, the effort to secure funding by the means of a 3% bed tax in order to have the financial ability to repair and replace fairgrounds buildings and infrastructure supports these important missions of the Delaware County Agriculture Society:

Therefore, Be It Resolved, that the Delaware County Board Of Commissioners hereby expresses support for the ongoing effort of the Delaware County Agricultural Society to secure a 3% bed tax as a means to protect the future of the fairgrounds, the Delaware County Fair and the Little Brown Jug and to provide such appropriate assistance as may be requested and/or requested in the future.

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

ADMINISTRATOR REPORTS

Tim Hansley

- Will have the Sawmill Parkway exhibits soon
- Wants to get moving on the future of the Elks building and its demolition

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton

- The season of change is here. Ohio Wesleyan had another graduation yesterday. Projects are being started around the county

Commissioner O'Brien

- Would very much like to see the exhibits on Sawmill Parkway
- Now seems like a good time to discuss the sales tax if it's being discussed at the House

Commissioner Merrell

- To add to the busy times in the area, the NCAA track meet will be held at Ohio Wesleyan the weekend of the 22nd

RESOLUTION NO. 14-540

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

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 10:25 AM.

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

RESOLUTION NO. 14-541

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:58AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton