

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

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

Present:
Gary Merrell, President
Ken O'Brien, Commissioner

Absent:
Dennis Stapleton, Vice President

RESOLUTION NO. 14-990

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 4, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 4, 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 Absent Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-991

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0905:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0905 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Zashin &Rich LPA	Legal Services 911 Department	21411306-5361	\$15,000.00
Air Force One (Line 4)	Heating and Cooling Repairs	66211911-5328	\$ 7,531.18
Air Force One (Line 1)	Heating and Cooling Repairs	66211905-5328	\$ 7,266.84

PR	Vendor Name	Line Description	Line Account	Amount
PERMANENT IMPROVEMENT				
R1405097	KEVIN MCGOVERN ASSOCIATES INC	JAIL VENTING PROJECT	40111402-5328	\$7,981.00
R1405106	RC CONCRETE AND DESIGN	EMS 1 - CONCRETE PARKING	40111402-5328	\$8,552.50
ENVIRONMENTAL SERVICES				
R1405111	XYLEM WATER SOLUTIONS USA INC	RAW PUMP FOR OAKS PUMP STATION	66611906-5450	\$15,000.00

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

RESOLUTION NO. 14-992

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Ed Spiers attend the Central Ohio Code Officials Association International Fuel Gas Code Update training in Dublin, Ohio on September 10, 2014 at no cost.

The Director of Emergency Medical Services is requesting that Sam Moore attend a Grant Research and Writing Seminar in Bowling Green, OH on October 12, 2014 at the cost of \$79.00 (fund number 10011303).

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

The Director of Emergency Medical Services is requesting that Tim Alan attend a Union County EMS Conference in Marysville, Ohio on September 20, 2014 at the cost of \$25.00 (fund number 10011303).

The Director of the Child Support Enforcement Agency is requesting that Sharon Cole and Joyce Bowens attend a CFIS We Ledger Reporting Demo in Columbus, OH on September 19, 2014 at no cost.

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

RESOLUTION NO. 14-993

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

It was moved by Mr. O’Brien, seconded by Mr. Merrell 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 a monthly report for August 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 Report for the month of August 2014.

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

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

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

RESOLUTION NO. 14-994

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH
MAINTENANCE ASSESSMENTS FOR KILLDEER MEADOWS SECTIONS 3 AND 4:

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

WHEREAS, on August 21, 2014, a Ditch Maintenance Petition for Killdeer Meadows Sections 3 and 4 was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Killdeer Meadows Sections 3 and 4 located off of S. 3B’s & K Road in Berkshire Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$207,380.82 for the benefit of the lots being created in this subdivision. 49 lots are being created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$4,232.27 per lot. An annual maintenance fee equal to 2% of this basis (\$84.65) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$2,624.15 (for Section 3) has been paid to Delaware County, receipt of which is hereby acknowledged.

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

RESOLUTION NO. 14-995

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR KILLDEER MEADOWS SECTION THREE:

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

Whereas M/I Homes of Central Ohio, LLC. has submitted the Plat of Subdivision (“Plat”) for Killdeer Meadows Section Three, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 7, 2014; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 7, 2014; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on July 9, 2014, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on July 9, 2014; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 4, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Killdeer Meadows Section Three.

Killdeer Meadows Section Three

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Located in Farm Lot 27, Quarter Section 3, Township 4, Range 17, United States Military Lands, Being 9.840 Acres out of the Original 19.134 Acre Tract Conveyed to M/I Homes of Central Ohio, LLC as Recorded in Official Record Book 1280, Page 1678, Recorder’s Office, Delaware County, Ohio. Cost \$93.

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

RESOLUTION NO. 14-996

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR RCD SALES OF DELAWARE:

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

WHEREAS, on August 25, 2014, a Ditch Maintenance Petition for RCD Sales of Delaware was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within RCD Sales of Delaware located off of U.S. Route 36 in Berlin Township; and

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

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

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

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

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

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

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

The cost of the drainage improvements is \$9,188.00 for the benefit of the lot being created in the subject site. The developed area of 2.47 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$3,719.84 per acre. An annual maintenance fee equal to 2% of this basis (\$74.40) will be collected for each developed lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$74.40 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

RESOLUTION NO. 14-997

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR MEADOWS AT LEWIS CENTER NORTH:

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

Whereas Jones Lewis Center, LLC has submitted the Plat of Subdivision (“Plat”) for Meadows at Lewis Center North, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 11, 2014; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 14, 2014; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on July 24, 2014, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on July 30, 2014; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 28, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Meadows at Lewis Center North.

Meadows at Lewis Center North

Situated in the Township of Orange, County of Delaware, State of Ohio, and being a part of Farm Lot 15, Quarter-Township 2, Township 3, Range 18, U.S. Military Survey Lands, and being those lands as conveyed to Jones/Lewis Center, LLC as described in Official Record 1272, Page 461 and being part of those lands as conveyed to Evans Capital Investments, Ltd. as in described Deed Book 540, Page 449, County Recorder’s Office, Delaware, Ohio. Cost \$117.

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

RESOLUTION NO. 14-998

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR NORTHSTAR SECTION 1, PHASE C, PART 2:

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

Whereas, The Engineer recommends approving the Owner’s Agreement for Northstar Section 1, Phase C, Part 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Northstar Section 1, Phase C, Part 2:

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014**

Owner's Agreement for Northstar Section 1, Phase C, Part 2

**OWNER'S AGREEMENT
PROJECT NUMBER: 14010**

THIS AGREEMENT, executed on this 8th day of September 2014 between **NORTHSTAR LOT DEVELOPMENT, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTHSTAR SECTION 1, PHASE C, PART 2**, further identified as Project Number 14010 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 2 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 **FIFTY THOUSAND FOUR HUNDRED DOLLARS (\$50,400)** 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 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.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

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	\$630,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 63,000
INSPECTION FEE DEPOSIT	\$ 50,400

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

RESOLUTION NO. 14-999

IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS
AND RELEASING BOND FOR ESTATES AT CHESHIRE SECTION 2:

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

Re: Estates at Cheshire Section 2

Please be advised that The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and find them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system.

The roadways to be accepted are as follows:

- An extension of 0.34 mile to Township Road Number 1567, Meadow Chase Drive
- Oak Crest Drive, to be known as Township Road Number 1626

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the Bond being held as maintenance surety to the developer, South Galena Road Development, LLC.

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

RESOLUTION NO. 14-1000

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR ESTATES AT CHESHIRE
SECTION 2:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to establish stop conditions for the following:

Re: Stop Conditions – Estates at Cheshire Section 2

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1626, Oak Crest Drive, at its intersection with Township Road Number 1567, Meadow Chase Drive

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

RESOLUTION NO. 14-1001

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

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

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

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

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
U14-051	AEP	Worthington Road	Replace existing poles
U14-052	CenturyLink	Red Bank Road	Relocate buried cable
U14-053	Del-Co Water	Burnt Pond Road	Approval to leave waterline in new public right-of-way that was previously in private easement
U14-054	Columbia Gas of Ohio	West Orange Road	Extend gas main
U14-055	CenturyLink	Green Cook Road	Relocate buried cable
U14-056	Time Warner Cable	Worthington Road	Directional bore road

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

RESOLUTION NO. 14-1002

IN THE MATTER OF DECLARING NECESSITY FOR IMPROVEMENTS TO CURTIS ROAD,
APPROVING PLANS, SPECIFICATIONS AND ESTIMATES AND SETTING BID DATES:

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

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

WHEREAS, the County Engineer has determined that the existing bridge on Curtis Road over Price Ditch #276 in Radnor is structurally deficient and requires replacement; and

WHEREAS, the County Engineer has prepared plans, specifications, and estimates for replacement of the bridge, known as the Improvement DEL-CR203-1.38; and

WHEREAS, the County Engineer recommends letting a contract by competitive bidding for furnishing and installing the required bridge materials, and that other work on the Improvement be performed under force-account by County Engineer employees; and

Whereas, the County Engineer has estimated the cost force-account labor, equipment and materials used on the Improvement to be \$98,000; and

Whereas, the County Engineer has estimated the contract cost for furnishing and installing the bridge materials to be \$62,000; and

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

Section 1: The public convenience and welfare require replacement of the Curtis Road Bridge over Price Ditch #276 and hereby initiates the Improvement known as DEL-CR203-1.38 for such purpose; and

Section 2: The plans, specifications and estimates for said Improvements are hereby approved; and,

Section 3: The County Engineer is authorized to construct portions of the Improvement by force account; and,

Section 4: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

Public Notice
Advertisement for Bids

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. on Tuesday, September 30, 2014, at which time and place they will be publicly opened and read aloud, for the project known as DEL-CR203-1.38.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “Sealed Bid for DEL-CR203-1.38”. Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid.

Copies of the plans and specifications must be obtained during regular business hours, Monday through Friday 8:00 am to 5:00 pm, from the Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is \$10 and the cost is non-refundable. Plans and

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

specifications may also be downloaded anytime, free of charge, from the Delaware County Engineer’s website at www.co.delaware.oh.us/ebids. All bidders must register as a plan holder with the Delaware County Engineer’s Office in person or through the website.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices". This Public Notice is also posted on the Delaware County Engineer’s Office website at www.co.delaware.oh.us/engineer, under “Current Bids.”

The Owner requires that materials be delivered and installed within the dates specified in the Proposal. The estimated notice of commencement date is October 14, 2014.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement: September 12, 2014

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

RESOLUTION NO. 14-1003

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND COMPLETE GENERAL CONSTRUCTION COMPANY FOR THE PROJECT KNOWN AS DEL-CR 150-03.18:

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

Whereas, the County Engineer intends to construct the improvement known as DEL-CR 150-03.18, Deck Rehab, Mills Road Bridge, which includes sawcutting the damaged area, removing the damaged concrete, overlaying and grooving the area, sealing the joints, and striping the entire bridge deck; and,

Whereas, the County Engineer has obtained three quotations for the aforementioned work; and,

Whereas, the County Engineer recommends entering into contract with the vendor with the lowest quotation, Complete General Construction Company., in the amount of \$38,934.69;

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-CR 150-03.18, Deck Rehab, Mills Road Bridge; and,

Section 2: The following contract is approved:

CONTRACT

THIS AGREEMENT is made this 8th day of September, 2014 by and between **Complete General Construction Company**, 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-CR 150-03.18 Deck Rehab, Mills 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-Eight Thousand Nine Hundred Thirty-Four Dollars and Sixty-Nine Cents (\$38,934.69)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

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. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 14-1004

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR
SCIOTO RESERVE SECTION 4, PHASE 13:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for Scioto Reserve Section 4, Phase 13 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Scioto Reserve Section 4, Phase 13 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Scioto Reserve Section 4, Phase 13 for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 14-1005

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR VILLAS
AT TUSSIC:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to accept the following Sanitary Subdivider's Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for the Villas at Tussic:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 8th day of September 2014, by and between **ROMANELLI AND HUGHES BUILDING COMPANY** herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by **VILLAS AT TUSSIC**, Subdivision Plat or Sewer Easement(s) Record on Said Development Parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **49** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat or Sanitary Easements are recorded. If the final Subdivision Plat or Sanitary Easements are not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **THE VILLAS AT TUSSIC**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014**

financial warranties equal to the cost of construction (\$157,100) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (\$4,876.00). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$11,100 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted by the SANITARY ENGINEER.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

sewer easements prior to the COUNTY’S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge and any surcharges shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a CD with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 14-1006

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HAZEN & SAWYER P.C. FOR THE ALUM CREEK WATER RECLAMATION FACILITY RAPID SAND FILTER UPGRADE PROJECT:

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

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 Hazen & Sawyer P.C. for the Alum Creek Water Reclamation Facility Rapid Sand Filter Upgrade Project.

PROFESSIONAL SERVICES CONTRACT

Alum Creek Water Reclamation Facility Rapid Sand Filter Upgrade

Section 1 – Parties to the Agreement

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014**

This Agreement is made and entered into this 8th day of September, 2014, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Hazen & Sawyer P.C., 150 E. Campus View Blvd Suite 133, Columbus, Ohio 43235 ("Consultant").

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated 8/20/2014 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.

Section 4 – Compensation

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

See Exhibit "A" – Scope of Service included herein

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 subconsultants and 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 subconsultants and 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 subconsultants and 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 subconsultants and 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 subconsultants and 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

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014**

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.

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 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:** 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. 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.

Consultant, acting as an independent Contractor, hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

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.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

- 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.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Hazen & Sawyer P.C. in the total amount of \$382,000.00 from org key 66711907-5301.

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

RESOLUTION NO. 14-1007

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR ADULT COURT SERVICES:

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

Supplemental Appropriations			
25422301-5305	Community Based Correct Grant/Training	170.00	
25422308-5319	Comm Non-Residential Program/Reimbursement	232.00	
25422311-5319	Pre Sentence Investigation/Reimbursement	288.00	
Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell Aye Mr. Stapleton Absent

RESOLUTION NO. 14-1008

IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION ASSESSMENTS FOR THE CHADWICK #135 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, With Resolution No. 13-1115 The Delaware County Commissioners Established A Drainage Maintenance Account (#1308) And Approved The Permanent Drainage Maintenance Easement For The Drainage Project, and

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined, and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 2.19%

THEREFORE BE IT RESOLVED, The Delaware County Commissioners approves the final schedule of construction assessments for the Chadwick #135 Drainage Improvement Project. (Copy available in the Commissioner’s Office until no longer of administrative value).
FURTHER BE IT RESOLVED, THAT The Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments with the interest rates for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments. (Copy available in the Commissioner’s Office until no longer of administrative value).

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

RESOLUTION NO. 14-1009

IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION ASSESSMENTS FOR THE HARDIN #267 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, With Resolution No. 13-116 The Delaware County Commissioners Established A Drainage Maintenance Account (#1317) And Approved The Permanent Drainage Maintenance Easement For The Drainage Project, and

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined, and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 2.19%

THEREFORE BE IT RESOLVED, The Delaware County Commissioners approves the final schedule of construction assessments for the Hardin #267 Drainage Improvement Project. (Copy available in the Commissioner’s Office until no longer of administrative value).
FURTHER BE IT RESOLVED, THAT The Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments with the interest rates for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments. (Copy available in the Commissioner’s Office until no longer of administrative value).

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

RESOLUTION NO. 14-1010

IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION ASSESSMENTS FOR THE ROOF #397 MAIN “A” DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, With Resolution No. 14-912 The Delaware County Commissioners Established A Drainage Maintenance Account (#1415) And Approved The Permanent Drainage Maintenance Easement For The Drainage Project, and

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined, and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 2.19%

THEREFORE BE IT RESOLVED, The Delaware County Commissioners approves the final schedule of construction assessments for the Roof #397 Main “A” Drainage Improvement Project. (Copy available in the Commissioner’s Office until no longer of administrative value).

FURTHER BE IT RESOLVED, THAT The Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments with the interest rates for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments. (Copy available in the Commissioner’s Office until no longer of administrative value).

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

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

RESOLUTION NO. 14-1011

IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION
ASSESSMENTS FOR THE ROOF #397 MAIN “B” DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, With Resolution No. 14-913 The Delaware County Commissioners Established A Drainage Maintenance Account (#1416) And Approved The Permanent Drainage Maintenance Easement For The Drainage Project, and

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined, and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 2.19%

THEREFORE BE IT RESOLVED, The Delaware County Commissioners approves the final schedule of construction assessments for the Roof #397 Main “B” Drainage Improvement Project. (Copy available in the Commissioner’s Office until no longer of administrative value).

FURTHER BE IT RESOLVED, THAT The Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments with the interest rates for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments. (Copy available in the Commissioner’s Office until no longer of administrative value).

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

ADMINISTRATOR REPORTS

Tim Hansley
-No reports

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-No reports

Commissioner Merrell

-Read the proclamation of the All Horse Parade yesterday. This is such a great event for the county.

RESOLUTION NO. 14-1012

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATIO OF
EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to adjourn into Executive Session at 9:47AM.

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

RESOLUTION NO. 14-1013

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 10:25AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2014

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners