

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 24, 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

Absent:
Ken O'Brien, Commissioner

9:45 AM Reconvening Of Public Hearing For Consideration Of The Realignment Of Approximately 1,400 Feet Of Home Road (County Road 124) Located Just West Of U.S. Route 23 In Orange Township, Delaware County, Ohio:

RESOLUTION NO. 14-1352

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 20, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 20, 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 Absent

RESOLUTION NO. 14-1353

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD NOVEMBER 17-19, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in special session on November 17-19, 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 special meeting.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

Carol O'Brien, County Prosecutor, thanking Commissioner Stapleton for his service and wishing him well.

Commissioner Merrell, thanking Commissioner Stapleton for his services and his guidance in the past couple of years and wishing him well.

RESOLUTION NO. 14-1354

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1121 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1121:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1121 and memo transfers in batch numbers MTAPR1121 and Purchase Orders as listed below:

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<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Fishel Hass Kim Albrec	Legal Services Job and Family	22411605-5361	\$ 7,000.00
Santek	Biosolids	66211903-5380	\$ 11,000.00
Santek	Biosolids	66211904-5380	\$ 37,000.00
Santek	Biosolids	66211907-5380	\$ 1,600.00
Trident Security	Security	10011102-5301	\$ 50,000.00

PR				
Number	Vendor Name	Line Description	Line Account	Amount
ENVIRONMENTAL SERVICES				
R1406006	FOSTERS TRUCK & TRAILER	INSTALL GENERATOR - TRANSFER SWITCH AND FUEL TANK	66211901-5328	\$7,937.68

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

RESOLUTION NO. 14-1355

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Matt Lambert, Jack Smelker, and Mike Jones attend an Ohio Land Laws Seminar in Worthington, Ohio on December 2, 2014 at a total cost of \$747.00 from org key 66211902-5305.

Environmental Services is requesting that Tiffany Jenkins, Eric Kletrovetz, Matt Lambert, and Erik McPeek attend the County Sanitary Engineer Association of Ohio 2014 Winter Conference in Columbus, Ohio on December 8 and December 9, 2014 at a total cost of \$300.00 from org key 66211902-5305.

Environmental Services is requesting that Ross Bigelow, Joe Holbrook, Duane Matlack and Peggy Roberts attend the 2014 National Electrical Code Training in Reynoldsburg, Ohio on December 17, 2014 at no cost.

The EMS Department is requesting that Tim Alton attend an Incident Response to Terrorist Bombing Course in Delaware, Ohio December 10, 2014; at no cost.

The EMS Department is requesting that Joseph Farmer attend an Incident Response to Terrorist Bombing Course in Delaware, Ohio December 10, 2014; at no cost.

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

RESOLUTION NO. 14-1356

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF 250.632 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to acknowledge that on November 20, 2014, the Clerk to the Board of Commissioners received an annexation petition request to annex 250.632 acres from Berkshire Township to the Village of Sunbury.

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

RESOLUTION NO. 14-1357

IN THE MATTER OF PURCHASING STORAGE EQUIPMENT AND RELATED COMPONENTS FOR USE IN THE DELAWARE COUNTY DATA CENTER:

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

WHEREAS, the Delaware County Data Center Administrator recommends the purchase of storage equipment and related components (the "Property") for use in the Delaware County Data Center; and

WHEREAS, the Property is available for purchase at discounted pricing through the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, the Board of County Commissioners (the "Board") is a member of the Program and wishes to purchase the Property through the Program; and

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WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the county has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, the selected Program vendor is currently offering a promotion for trading in obsolete equipment for a credit on the purchase of new equipment; and

WHEREAS, the county has equipment that is not needed, obsolete, or unfit for public use and qualifies for the trade in promotion;

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

Section 1. The Board hereby approves the purchase of EMC Storage from AdvizeX Technologies, LLC, a state-approved dealer under the Program, in accordance with Quote number 110314-09 dated November 6, 2014, at a total price of \$330,515.00 including implementation services.

Section 2. The Board hereby finds that the county has certain equipment, Equallogic PS6510 – SHG0961682N009B & Equallogic PS6500 – SHU0961681J0664 & Equallogic PS6500 – SHU0937027GF478, that is not needed, obsolete, or unfit for public use and authorizes the sale of said equipment for a total credit to the purchase price in Section 1 of \$35,000.00.

Section 3. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index STS-033, Schedule 534141, which are, by this reference, fully incorporated herein and of which the purchase order approved for this purchase shall be made a part.

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

RESOLUTION NO. 14-1358

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND KIDS COUNT TOO:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following amendment to the contract for Kids Count Too:

**First Amendment to Contract
Provision of Child Placement and Related Services**

This First Amendment of the Contract for the Provision of Child Placement and Related Services is entered into this 24th day of November , 2014 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Kids Count Too (hereinafter “Provider”) whose address is 1616 East Wooster Street, Unit # 3, Bowling Green, Ohio 43402 (hereinafter collectively the “Parties”)

WHEREAS, the Parties entered into the Contract For The Provision of Child Placement and Related Services (hereinafter “Contract”) dated June 17, 2013; and,

WHEREAS, the Parties agree to the addition of certain provisions to the Contract (collectively “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The parties agree to amend the Contract to add the following provisions:

The maximum amount payable pursuant to this Contract is increased to \$ 40,250.00 , forty thousand two hundred fifty dollars and no cents.
2. Signatures

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

3. Conflicts

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

4. Terms of Contract Unchanged

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

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

RESOLUTION NO. 14-1359

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

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

Appropriation Transfers			
From		To	
22311611-5801		22311611-5348	
Workforce Investment Act/Transfers		Workforce Investment Act/Client Services	\$ 60,000.00
22411602-5348		22411605-5380	
JFS PRC/Client Services		JFS Administration/Other Services	\$ 80,000.00
22411604-5001		22411605-5380	
JFS Child Protective/Salaries		JFS Administration/Other Services	\$ 20,000.00
22411604-5101		22411601-5101	
JFS Child Protective/Health Insurance		JFS Income Maintenance/Health Insurance	\$ 40,000.00

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

RESOLUTION NO. 14-1360

IN THE MATTER OF APPROVING AN AMENDMENT TO THE PARTICIPATION AGREEMENT REGARDING THE NATURAL GAS PURCHASE PROGRAM OF THE CCAO SERVICE CORPORATION:

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

WHEREAS, on December 19, 2013, the Delaware County Board of Commissioners adopted Resolution No. 13-1317, approving a continuation agreement with the CCAO Service Corporation for the Natural Gas Purchase Program (the “Agreement”); and

WHEREAS, the Manager of Facilities recommends approval of an amendment to the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following amendment to the Agreement:

AMENDMENT TO
PARTICIPATION AGREEMENT REGARDING THE
NATURAL GAS PURCHASE PROGRAM
OF THE
CCAO SERVICE CORPORATION

(ENERGY EXECUTIVE COMMITTEE)

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This Amendment to Participation Agreement Regarding the Natural Gas Purchase Program of the CCAO Service Corporation ("CCAOSC") is entered into as of November 24, 2014, among the **CCAOSC Service Corporation**, an Ohio for-profit corporation, the **County of Delaware, Ohio**, a political subdivision of the State of Ohio (the "Participant"), and **CCAOSC Energy Solutions** (CCAOSCES), an Ohio limited liability company and subsidiary of Palmer Energy Company (CCAOSCES is referred to herein as the "Manager").

Recitals

A. The County is a Participant in CCAOSC's Natural Gas Purchase Program, which assists Ohio counties which are members of the County Commissioners Association of Ohio and which choose to participate, either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them, in securing competitively priced natural gas supplies through a natural gas purchase program (the "Program") under contractual terms favorable to Participants. The County has entered into a Participation Agreement dated November 24, 2014 (the "Participation Agreement"). The Participation Agreement sets forth the terms of the Program, and includes the establishment of an Executive Committee of the Board of Participants to govern the Program.

B. CCAOSC now operates electric purchase, government aggregation, and energy conservation programs in addition to the Program.

C. The natural gas, electric, government aggregation, and energy conservation programs now operated by CCAOSC (collectively, the "Energy Programs") are related in nature, and it is efficient and desirable to replace the Executive Committee of the Board of Participants of the Program with an Energy Executive Committee to govern and oversee all of the Energy Programs.

D. This Amendment to the Participation Agreement evidences the County's willingness to continue its participation in the Program under the governance of the Energy Executive Committee in place of the Executive Committee of the Board of Participants. All provisions of the Participation Agreement not dealing with that subject remain in full force and effect.

NOW, THEREFORE, it is agreed by and among CCAOSC, the Participant, and the Manager, by their authorized representatives, that:

Section 1. Existing Section 3 of the Participation Agreement be deleted and replaced by the following new Section 3:

SECTION 3. MANAGEMENT AND OPERATION OF PROGRAM

(A) **Board of Participants.** The Board of Participants shall have the general oversight of the Program. It shall consist of one representative of each Participant in the Program. Each Participant shall designate one Representative and one Alternate to the Board of Participants, such designation to be in writing and filed with CCAOSC. A Participant's vote may be cast only by its Representative or by its Alternate in the absence of its Representative. If a Participant has more than one agency or instrumentality in the Program, it shall nevertheless be entitled to only one vote on the Board of Participants. The Board of Participants shall elect certain members of the Energy Executive Committee. The Energy Executive Committee shall be responsible for the oversight and management of the operation of the Program and shall have the other powers and duties set forth below. It shall be composed, its members shall be elected, and it shall meet as set forth below.

(B) **Composition.** The Energy Executive Committee shall consist of not less than nine or more than fifteen members (exclusive of ex-officio members), composed as follows:

1. At least four members shall be county commissioners of counties that participate in one or more of the Energy Programs;
2. The remaining members shall be either county commissioners of counties that participate in one or more of the Energy Programs or approved designees of such commissioners;
3. At least six members of the Energy Executive Committee shall be chosen from counties that are participants in the natural gas program; at least six members shall be chosen from counties that are participants in the electric program; and at least two members shall be chosen from counties that are participants in the government aggregation program; provided that if a member represents a county that participates in more than one of the programs entitled to a minimum number of

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members, he or she may be counted to satisfy the minimum for each program.

In addition to the members described above, there shall be at least five ex-officio members of the Executive Committee: two appointed by the Manager; two appointed by CCAOSC; and legal counsel appointed by CCAOSC. In addition, the Energy Executive Committee may appoint additional ex officio Energy Executive Committee members as it deems necessary. Ex officio members of the Energy Executive Committee shall be nonvoting members.

(C) Elections. The Energy Executive Committee shall be elected as follows:

1. The then-existing participants in the natural gas program shall elect six members of the Energy Executive Committee;
2. The then-existing participants in the electric program shall elect six members of the Energy Executive Committee;
3. The then-existing participants in the government aggregation program shall elect two members of the Energy Executive Committee;
4. All participants in all Energy Programs shall elect any at-large members of the Energy Executive Committee.

The first election for members of the Energy Executive Committee shall be held not later than 60 days following the adoption by at least two-thirds of the participants in both the natural gas program and the electric program of amendments to their participation agreements consenting to the Energy Executive Committee's creation, structure, and powers and duties. At that election the appropriate participants shall elect three of the six natural gas members of the Energy Executive Committee, three of the six electric members, and one of the two government aggregation members for a term expiring on December 31, 2015, and shall elect three of the six natural gas members of the Energy Executive Committee, three of the six electric members, one of the two government aggregation members, and any at-large members for a term expiring on December 31, 2016. Thereafter, terms of office of members of the Energy Executive Committee shall be for two years, and shall commence on the first day of January and end on the last day of December. Members shall hold office until the expiration of their terms, or subsequent to the expiration of their terms until their successors take office. All vacancies in the membership of the Energy Executive Committee shall be filled for the unexpired term by election by the appropriate Board of Participants.

(D) Meetings and Quorum. The Energy Executive Committee shall meet at such times as it determines. A majority of all then-authorized voting members of the Energy Executive Committee shall constitute a quorum for the transacting of business by the Energy Executive Committee. Upon any Participant's request, the Energy Executive Committee shall give Participant notice of the time, place, and subject matter of Energy Executive Committee meetings in the same manner as Energy Executive Committee members are notified.

(E) Rules and Regulations. The Executive Committee may make such further rules and regulations governing the conduct of business as it may determine.

(F) Insurance. CCAOSC shall maintain errors and omissions liability insurance or self insurance that includes coverage of a Participant as a member of the Energy Executive Committee under any such policy. Such coverage shall be at least \$1,000,000 each occurrence and \$1,000,000 annual aggregate. CCAOSC shall provide documentary evidence of such coverage to the Participant upon request. This provision shall survive termination of this Agreement.

(G) Powers and Duties of Energy Executive Committee. The powers and duties of the Energy Executive Committee shall be as follows:

With respect to the natural gas program (capitalized terms not otherwise defined in this resolution shall, for purposes of this section, have the meanings given to them by the Participation Agreements now in force with respect to the natural gas program):

- (1) It shall oversee and manage the operation of the Program
- (2) It may adopt policies and procedures supplementing the general terms of the Participation Agreement concerning the purchase of natural gas supplies, transportation and/or storage of gas, payment for purchase, transportation and/or storage of gas, accounting for such gas among the Participants, the allocation among the Participants of any charges incurred in connection with the over or under consumption of natural gas purchased or changes in rates by Supplier(s), and the method by which gas usage will be reported to CCAOSC or the Manager.

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- (3) It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program.
- (4) It may direct the employment or contracting by CCAOSC with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, the Manager, advisors and legal counsel.
- (5) It shall authorize any agreements between Participants' and the Supplier(s) upon terms it approves.
- (6) It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.
- (7) It shall make recommendations to the Board of Participants concerning any matter relating to the operation of the Program, including, but not limited to:
 - (a) amendments to or modifications of the Participation Agreement;
 - (b) Program Administrative Costs; and
 - (c) each Participant's share of Program Administrative Costs.
- (8) It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.

The Energy Executive Committee may direct the Consultant and the Manager, to assist in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Consultant and the Manager, such of the foregoing duties to the fullest extent permitted under Ohio law.

With respect to the electric program (capitalized terms not otherwise defined in this resolution shall, for purposes of this section, have the meanings given to them by the Participation Agreements now in force with respect to the electric program):

- (1) It shall oversee and manage the operation of the Program
- (2) It may adopt policies and procedures supplementing the general terms of the Participation Agreement concerning the purchase of electricity, accounting for electricity charges among the Participants, the allocation among the Participants of any charges incurred in connection with the over or under consumption of electricity purchased or changes in rates by Supplier(s), and the method by which electricity usage will be reported to CCAOSC or the Manager.
- (3) It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program.
- (4) It may direct the employment or contracting by CCAOSC with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, the Manager, advisors and legal counsel.
- (5) It shall authorize any agreements between Participants' and the Supplier(s) upon terms it approves.
- (6) It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.
- (7) It shall make recommendations to the Board of Participants concerning any matter relating to the operation of the Program, including, but not limited to:
 - (a) amendments to or modifications of the Participation Agreement;
 - (b) Program Administrative Costs; and

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- (c) each Participant's share of Program Administrative Costs.
- (8) It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.

The Energy Executive Committee may direct the Consultant and the Manager, to assist in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Consultant and the Manager, such of the foregoing duties to the fullest extent permitted under Ohio law.

With respect to the electric governmental aggregation program (capitalized terms not otherwise defined in this resolution shall, for purposes of this section, have the meanings given to them by the Participation Agreements now in force with respect to the electric governmental aggregation program):

- (1) It shall oversee and manage the operation of the Program.
- (2) It may adopt policies and procedures supplementing the general terms of the Participation Agreement concerning the purchase of electricity for Members of the opt-out governmental aggregation, accounting for electricity charges among the Participants and the members of the opt-out governmental aggregation, the allocation among the Participants of any charges incurred in connection with the over or under consumption of electricity purchased or changes in rates by Supplier(s), and the method by which electricity usage will be reported to CCAOSC or the Manager.
- (3) It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program.
- (4) It may direct the employment or contracting by CCAOSC with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, the Manager, advisors and legal counsel.
- (5) It shall authorize any agreements between Participants' and the Supplier(s) upon terms it approves.
- (6) It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.
- (7) It shall make recommendations to the Board of Participants concerning any matter relating to the operation of the Program, including, but not limited to:
 - (a) Amendments to or modifications of this Agreement;
 - (b) Program Administrative Costs; and
 - (c) Each Participant's share of Program Administrative Costs.
- (8) It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.

The Executive Committee may direct the Manager, to assist in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Manager, such of the foregoing duties to the fullest extent permitted under Ohio law.

With respect to the conservation program: The Energy Executive Committee shall perform advisory functions as may be necessary or incidental to carrying out the purposes of the program.

Section 2. All provisions of the Participation Agreement not specifically amended herein shall remain in full force and effect.

Section 3. This Amendment shall become effective upon its approval by all of the signers hereof, but the Energy Executive Committee created herein shall not be activated until at least two thirds of the Participants in the natural gas program and two thirds of the Participants in the electric program have approved amendments to their respective Participation Agreements consenting to the Energy Executive Committee's creation, structure, and powers and duties.

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

RESOLUTION NO. 14-1361

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR NORTH FARMS SECTION 1:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for North Farms Section 1 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for North Farms Section 1 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for North Farms Section 1 for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 14-1362

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND STANTEC CONSULTING SERVICES, INC. FOR THE LIBERTY-SAWMILL SANITARY SEWER EXTENSION PROJECT:

It was moved by Mr. Stapleton, 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 Stantec Consulting Services, Inc. for the Liberty-Sawmill Sanitary Sewer Extension Project.

PROFESSIONAL SERVICES CONTRACT

Liberty-Sawmill Sanitary Sewer Extension
Engineering Services

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 24th day of November, 2014 by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Stantec Consulting Services, Inc., 1500 Lake Shore Drive, Suite 100, Columbus, Ohio 43204 (“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 Exhibit A - Scope of Services and Exhibit B – Labor Category Summary, both dated November 18, 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:

Time and materials, not to exceed Three Hundred Sixty Two Thousand, Six Hundred Fifty dollars (\$362,650.00). Refer to Exhibit A.

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.

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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 – Liability and Indemnification

Neither the County nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies. The total amount of all claims the County may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$1,000,000. As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

Notwithstanding any provision in this Agreement to the contrary, 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 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 negligent 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.

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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. Upon full payment of all monies owed to the consultant 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. The County assumes the risk of any reuse or modification of said documents by the County or any person or entity that obtains said documents from or through the County without the Consultant's written consent.

The Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic Files will not contain stamps or seals, remain the property of the Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without the Consultant's written consent."

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.

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

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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 Stantec Consulting Services, Inc. in the total amount of \$362,650.00 from org key 66711908-5301.

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

RESOLUTION NO. 14-1363

IN THE MATTER OF APPROVING CHANGE ORDER NO.4 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. Merrell 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, additional wood decking is needed to replace bad decking found during the repairs; and

Whereas, there is an increase of \$42,376.08 in the Contract Sum; and

Whereas, additional time is needed to meet the Substantial Completion Date for the project due to weather related delays; and

Whereas, the Contract Time will be increased by fourteen (14) working days; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 4.

THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approve Change Order No. 4 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. O'Brien Absent Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-1364

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND CENTRAL OHIO CONTRACTORS, INC. FOR THE DELAWARE COUNTY SOLID WASTE TRANSFER STATION OPERATION, HAULING AND DISPOSAL SERVICES:

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

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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 Central Ohio Contractors, Inc. for the Delaware County Solid Waste Transfer Station Operation, Hauling and Disposal Services.

**DELAWARE COUNTY SOLID WASTE TRANSFER STATION
OPERATION, HAULING AND DISPOSAL SERVICES CONTRACT**

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 24th day of November, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Central Ohio Contractors, Inc., 2879 Jackson Pike, Grove City, Ohio 43123 ("Contractor") (hereinafter collectively referred to as the "Parties").

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)

Contractor agrees to furnish, unto the County, operation, hauling and disposal services for the Delaware County Solid Waste Transfer Station in accordance with the Scope of Services attached hereto and, by this reference, hereby made part of this Agreement ("Work"). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 - Term

This Agreement shall be in effect from December 1, 2014 to May 31, 2017. The term includes the option for two separate one-year extensions by mutual agreements of the Parties.

Section 5 - Tipping Fees

The tipping fees for the Transfer Station shall be as follows during the first 18 months of the term of this Agreement (12/1/14 – 5/31/16):

Commercial and Non-Commercial Users:

Municipal Waste = \$55.18 per ton

Construction Debris = \$46.16 per ton

Minimum Charge - Non-Commercial:

Municipal Waste = \$18.39 per CY or \$55.18 per ton

Construction and Demolition Debris = \$15.39 per CY or \$46.16 per ton

Miscellaneous Charges:

Car & Pick-up Tires = \$8.00 each or \$12.00 on rim

Semi-Truck Tires = \$13.50 each or \$23.00 on rim

Tractor Tires = \$30.00 each or \$56.00 on rim

Large Appliances = \$0.00 each

Hot Water Heaters = \$0.00 each

Refrigerators = \$45.32 each

Air Conditioners = \$45.32 each

Note - All appliances with Freon will be charged \$45.32 each

The tipping fees for Municipal Waste and Construction & Demolition Debris shall be as follows during the next 12 months of the term of this Agreement (6/1/16 – 5/31/17):

Commercial and Non-Commercial Users:

Municipal Waste = \$56.56 per ton

Construction Debris = \$47.31 per ton

Minimum Charge - Non-Commercial:

Municipal Waste = \$18.85 per CY or \$56.56 per ton

Construction and Demolition Debris = \$15.77 per CY or \$47.31 per ton

Miscellaneous Charges shall remain the same.

Section 6 - Payment of County Surcharge

A seven percent (7%) surcharge (County Surcharge) will be placed on the aggregate of the operational, hauling, disposal and pass-through fees. The Contractor will pay the County Surcharge for all fees collected during one month to the County by the tenth (10th) day of the following month. A late fee often percent (10%) of the previous month's collected fee will be assessed to the Contractor if not paid by the payment deadline.

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Section 7 - Insurance

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Umbrella Liability Coverage: Contractor shall maintain an umbrella liability insurance of \$10,000,000.
- 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. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 - Liability and Warranties

Except as set forth herein, and to the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor 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 caused by the negligence of the Contractor's employees 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, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, 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, except for conditions existing on the property at the time of the signing of this contract.

The County hereby represents and warrants that all actions necessary to legally enter into this Agreement have been taken by the County, its officers, agents and employees.

Section 9 - Suspension or Termination of Agreement

The County may suspend or terminate this Agreement for cause with 30 days written notice to Contractor setting out the reason for the termination or suspension. Contractor will have 60 days to cure any claimed default set out in the notice or, if such default cannot be cured within the 60 day time period, such reasonable time period as is necessary.

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 in writing.

Section 11 - Miscellaneous Terms & Conditions

- 11.1 Prohibited Interests: Contractor 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. Contractor 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.
- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, 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.

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11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

11.7 Non-Discrimination/Equal Opportunity: Contractor 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.

Contractor 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.

Contractor 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.

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

11.8 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **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.**

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

RESOLUTION NO. 14-1365

IN THE MATTER OF AMENDING RESOLUTION NO. 13-747 REGARDING PRELIMINARY
LEGISLATION FOR IMPROVEMENTS TO SAWMILL PARKWAY AT WEST POWELL ROAD:

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

Whereas, Resolution 13-747 of the Board of Commissioners of Delaware County approved legislation committing to cooperating with the Ohio Department of Transportation (ODOT) to undertake Improvements to Sawmill Parkway at State Route 750 (Powell Road), providing a contribution of \$875,000 to the Improvements; and,

Whereas, the City of Powell and Liberty Township have each enacted legislation to provide \$150,000 toward the cost of the Improvements; and,

Whereas, ODOT has requested that Delaware County be the lead local agency and coordinate the contribution of all local contributions toward the Improvement:

NOW, THEREFORE, be it resolved by the Board of Commissioners (County) of Delaware County, Ohio that

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Resolution 13-747 is amended as follows:

PRELIMINARY LEGISLATION
FIRST AMENDMENT

PID Number 87407
DEL-750-1.23

Section III of Preliminary Legislation enacted by Resolution 13-747 of the Board of County Commissioners of Delaware County, Ohio is hereby amended in its entirety and replaced with the following:

SECTION III - Cooperation Statement

The County and Director, in consideration of the benefits accruing to Delaware County and the State of Ohio, shall cooperate in the above described Improvement as follows:

The County, acting by and through the County Engineer, hereby agrees to act as the lead local agency on behalf of the City of Powell and Liberty Township and to cooperate with the Director in the planning, design and construction of the identified highway Improvement, and grants consent to the Ohio Department of Transportation for its development, acquisition of right of way, and construction of the project in accordance with plans, specifications and estimates as approved by the Director, and as further approved by the County Engineer for portions of work on Sawmill Parkway;

The County agrees to provide a maximum of One Million One Hundred Seventy Five Thousand Dollars (\$1,175,000) for use by the Director in undertaking the Improvement, payable as follows:

Three Hundred Sixty Thousand Dollars (\$360,000), previously deposited with the Director for the purposes of acquiring necessary rights of way and relocating any utilities for the Improvement. Any balance not used toward acquisition of right of way may be retained by the Director and applied toward construction of the Improvement.

Five Hundred Fifteen Thousand Dollars (\$515,000) deposited with the Director within 45 days of receipt of invoice for the purpose of constructing the Improvement, subject to appropriation by the Board of County Commissioners.

An additional Three Hundred Thousand Dollars (\$300,000) deposited with the Director within 45 days of receipt of invoice by the Director, subject to County's receipt of \$150,000 from the City of Powell and \$150,000 from Liberty Township contributions by each agency for the Improvement.

The Director, in consideration of the amount paid by the County, agrees to undertake the Improvements and to apply the amounts paid by the County toward any necessary amounts required to complete the Improvement.

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

RESOLUTION NO. 14- 1366

**IN THE MATTER OF ACCEPTING ROADS, RELEASING SURETIES AND APPROVING
RECOMMENDED SPEED LIMITS FOR HIGHLAND LAKES NORTH SECTION 5, PART 4 AND
SANCTUARY AT THE LAKES SECTION 1:**

It was moved by Mr. Stapleton seconded by Mr. Merrell to accept roads, release sureties and approve recommended speed limits for the following:

Highland Lakes North Section 5, Part 4

Whereas, The Engineer has reviewed the roadway construction of the road within the referenced subdivision and finds it to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadway within the referenced subdivision be accepted into the public system.

The roadway to be accepted is as follows:

- An extension of 0.04 mile to **Township Road Number 869, Augusta Drive**

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 owner, M/I Homes of Central Ohio.

Sanctuary at the Lakes Section 1

Whereas, The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the

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roadways within the referenced subdivision be accepted into the public system.

- **Sanctuary Drive**, to be known as **Township Road Number 1630**
- **Royal Birkdale Drive**, to be known as **Township Road Number 1631**
- **Katherine’s Way**, to be known as **Township Road Number 1632**

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 owner, M/I Homes of Central Ohio.

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

RESOLUTION NO. 14-1367

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SANCTUARY AT THE LAKES SECTION 1:

It was moved by Mr. Stapleton seconded by Mr. Merrell to establish stop conditions for the following:

Stop Conditions – Sanctuary at the Lakes Section 1

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

- On Township Road Number 1630, Sanctuary Drive, at its intersection with County Road Number 21, Africa Road
- On Township Road Number 1631, Royal Birkdale Drive, at its intersection with Township Road Number 1630, Sanctuary Drive
- On Township Road Number 1632, Katherine’s Way, at its intersection with Township Road Number 1630, Sanctuary Drive

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

RESOLUTION NO. 14-1368

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE ENGINEER’S OFFICE:

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

Transfer of Appropriation From	To	Amount
29214005-5420 Motor & Gas/Road Constructions	29214019-5301 Contracted Prof. Services	\$100,000
29214009-5260 Motor & Gas/Inv Tool,Equip,Furn 1000-4999	29214019-5301 Contracted Prof. Services	\$30,000
29214009-5275 Motor & Gas /Road & Hwy Building Mat	29214019-5301 Contracted Prof. Services	\$30,000
29214009-5284 Motor & Gas/Sign Materials and Supplies	29214019-5301 Contracted Prof. Services	\$15,000

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

RESOLUTION NO. 14-1369

IN THE MATTER OF APPROVING A PROJECT AGREEMENT FOR THE HOME ROAD REALIGNMENT WEST OF U.S. 23 BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY ENGINEER, AND HOME HIGH, LLC:

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

Whereas, the Delaware County Engineer and staff recommend approval of the project agreement for the Home Road Realignment West of U.S. 23;

Therefore, Be It Resolved the Board of Commissioners approve the project agreement for the Home Road Realignment West of U.S. 23;

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**PROJECT AGREEMENT
FOR
HOME ROAD REALIGNMENT WEST OF U.S. 23
INCLUDING
SANITARY SEWER EASEMENTS**

“Agreement” made by and between the **Delaware County Board of Commissioners** (the “County”), the **Delaware County Engineer** (the “Engineer”), and **Home High, LLC** (the “Owner”), hereinafter the “Parties” to the Agreement:

WHEREAS, the Owner currently owns 83.951 acres, more or less, of land situated on the west side of U.S. 23, and south of Home Road, known as Auditor’s parcels #318-230-02-001-000, encompassing 83.19 acres, more or less, and #318-230-02-001-001, encompassing 0.76 acres, more or less, further described in Official Records Volume 579, Page 116, hereinafter collectively known as the “Property”; and,

WHEREAS, the County declared necessity for improvements to Home Road (County Road 124) west of U.S. 23 by resolution #13-548; and,

WHEREAS, the Owner desires to cooperate with the County to complete the Improvements by paying up to one-third (33 1/3%) of the construction cost of the Improvements, but not more than \$800,000.00, through a special property tax assessment over 20 years; and,

WHEREAS, the Engineer is preparing plans, specifications and estimates for the Improvements as authorized by resolution #13-548; and,

WHEREAS, the County desires to obtain sanitary sewer easements to allow service to be provided to the Property (including the outparcel created by the Improvements defined below (the “Outparcel”)) and for areas east of the Property; and,

WHEREAS, the Owner desires to have sanitary sewer service for the Property (including the Outparcel); and,

WHEREAS, the Owner and the County desire to obtain a lot split of the Property, in order to enhance future development of the Property.

WITNESSETH, the Parties hereto mutually agree as follows:

1. Definition of Improvements

The “Improvements” shall include realignment of Home Road (County Road 124) to intersect at U.S. 23 approximately 400 feet south of its current location, and construction of the realigned roadway, being a four-lane roadway with turn lanes, across the Property, joining existing Home Road near the north and west corner of the Property, including reservation of the right of the Owner, its successors and/or assigns, to construct one “right in” entrance on the north side of Home Road and one “right in” entrance on the south side of Home Road sited approximately half-way between the planned, future location of Gooding Boulevard and U.S. 23 as well as the Owner, its successors and/or assigns, four way access at Gooding Boulevard (or alternate roadway or driveway as may be approved by the appropriate governmental authorities). The current plans for the Improvements are attached hereto as Exhibit A.

2. Design of the Improvements

The Improvements shall be designed with allowance for use and future modification as follows:

- a. The Engineer will complete plans, specifications and estimates for the Improvements, and will afford the Owner an opportunity to review and participate in reasonable alterations of such plans, specifications and estimates to preserve and enhance the value of the Property.
- b. The plans and/or plats of dedication of right of way for the Improvements shall delineate the location of any intersections, including the allowable location of any future “right in” entrances to the Property described above.
- c. The Owner shall have the right to review and approve the final plans and specifications for the Improvements to ensure that the Improvements do not materially adversely affect the residue of the Property. The Owner shall not unreasonably withhold approval of the plans.

3. Effectiveness of Agreement

The Owner’s obligations under this Agreement shall accrue upon the later of:

- a. final approval of the plans and specifications for the Improvements as set forth in Section 2 above;
- b. the date the resolution described in Section 7 below has been approved and is final and not

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appealable.

4. The Owner's Modification of the Improvements

After construction of the Improvements, the Owner, at its sole expense, may realign, resize, and/or otherwise alter portions of the Improvements including portions of the drainage system used by the Improvements as the Owner deems necessary for the use of the Property, provided that such alterations are approved by the County and the Engineer according to standard procedures for such work and do not cause material damage or create non-compliance with any regulations or permits under which the system is required to operate. The County and the Engineer agree to cooperate in good faith with the Owner to approve plans and specifications for any such alterations that are in conformance with applicable regulations for such facilities and shall not unreasonably withhold approval of such plans and specifications.

5. Filing for Resolution to Proceed with the Improvements

The Engineer, upon completion of plans, specifications and estimates, including approval by the Owner, will file the same with the Clerk of the Board of Commissioners.

6. Public Viewing and Hearing

The County will conduct a public viewing at the location of the Improvements and a public hearing in accordance with O.R.C. 5553.04 *et seq.*, to determine whether to proceed with the Improvements.

7. Resolution to Proceed with the Improvements

If the County decides to proceed with the Improvements, it will do so by resolution of the Board of County Commissioners.

8. Construction Contract By County

Upon resolution to proceed with the Improvements, the County shall proceed to let a contract for the Improvements by competitive bidding, subject to the limitations of O.R.C. Chapter 5555, and administer the construction of the Improvements with a good faith effort to complete the Improvements no later than December 31, 2015.

9. Estimated Construction Cost

At the time of executing this Agreement, the Engineer's estimated construction cost of the Improvements is approximately \$2,400,000.

10. Assessment Upon Real Property

If the County decides to proceed with the Improvements and actually completes the Improvements, the County may order a special assessment upon the real property taxes of the Property equal to one-third (1/3) of the actual construction cost of the Improvements, as certified by the County (the "Assessment"), up to a maximum of Eight Hundred Thousand Dollars (\$800,000). The Owner, by executing this Agreement consents to the ordering of such Assessment, which shall be paid in equal installments, without interest, over a period of twenty (20) consecutive years as taxes on real property are due, subject to the following:

- a. If the Improvements are completed and open for use by the general public no later than December 31, 2015, the first installment shall be made with the first property tax payment due in 2017 ("Assessment Date").
- b. If the Improvements are completed at any time in 2016, the Assessment Date shall be the date when the first property tax payment is due in 2018.
- c. If the Improvements are completed at any time in 2017, the Assessment Date shall be the date when the first property tax payment is due in 2019.
- d. Any such assessment shall be applied prorata based upon the actual acreage of each parcel that is created out of the Property, not including any acreage used for the right of way described in Section 12 below.

11. Payment of Costs

The County will pay all costs of the Improvements and related drainage improvements, from any funds available for road and bridge construction, including any engineering, construction and inspection costs. Neither the Owner nor its successors and/or assigns shall be responsible for payment of any costs except as set forth in Section 10 above.

12. Conveyance of Right of Way and Necessary Easements for the Improvement

In consideration of the benefits accruing to the Owner under the terms of this Agreement, the Owner shall convey

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and/or dedicate, at no additional cost to the County, the necessary non-exclusive right of way for the Improvements in the form of standard highway easement, together with any necessary and related easements and/or work agreements located upon the Property for construction and operation of the Improvements. Such conveyance shall be by suitable instrument(s) of easement, to be prepared by the County and reasonably acceptable to the Owner. The Owner shall execute such instrument(s) within 14 days after this Agreement becomes effective as set forth in Section 3 above. In the event the Improvements are not completed by December 31, 2017, any such easements shall be null and void and the County shall promptly execute an instrument releasing them or may, at the County's option, seek to acquire such easements through condemnation proceedings in accordance with Ohio law.

13. Limitation of The Owner's Costs

The County agrees that the Owner's contribution to the cost of the design, engineering and construction of the Improvements will be limited to the Assessment and that the County will be solely responsible for all other costs and expenses relating to the Improvements, and that no additional assessment or impact fees shall be levied upon the Owner or the Property by the County in connection with the construction or use of the Improvements.

14. Agreement Null And Void

If the County, by resolution, elects not to proceed with the Improvements, or if the County fails to complete the Improvements by December 31, 2017, this Agreement and the obligations of the Owner, its successors and/or assigns, including the Assessment set forth in Section 10 above, shall become null and void and all expenses incurred relating to the Improvements shall be borne by the County, except in the event that completion of the Improvements is delayed through actions of the Owner or by force majeure. Notwithstanding the above, the County's obligations to release easements as set forth in this Agreement shall remain in effect, and any Sanitary Easements (defined below) granted or reserved by the Owner shall, at the Owner's option, remain in effect; provided, however, that if on December 31, 2017 the Owner of any portion of the Property is not the Owner of the Property as of the date of this Agreement, the Sanitary Easements (hereinafter defined), if necessary for the use and/or development of any portion of the Property (as determined in the sole discretion of the then-owner of such benefitted portion of the Property), shall remain in effect.

15. Vacation of Existing Highways or Easements/Lot Split/Utilities

The County agrees to conduct necessary public proceedings to consider action(s) to vacate, release and terminate any existing highways, easements, rights of way, or other encumbrances affecting the Property (including, without limitation, any such easements along presently-existing Home Road intended to be replaced by the Improvements), provided that such action is not contrary to the safety and welfare of the public, and that such easements, right of way or encumbrance(s) are no longer necessary if the Improvements are completed. Further, the County agrees to cooperate with the Owner to obtain approval for the lot split of the Property necessitated by the right of way contemplated herein and to cooperate with Owner, its successors and/or assigns, to provide access to and/or relocate utilities at the Property.

16. Conveyance of Sanitary Sewer Easements

a. If the County proceeds with the Improvements, and such Improvements are completed, the Owner shall cooperate with the County and/or its designee, to survey and lay out the location of an exclusive sanitary sewer easement or easements, a water line easement (in cooperation with the applicable water provider), and the other easements referred to in Exhibit B ("Sanitary Easements") for the use of the County and the Owner, or their designee(s), together with any other necessary and related easements or work agreements located upon the Property, for the purpose of constructing, operating and maintaining a public sanitary sewer and any necessary appurtenances at the following locations:

- i. Running along and generally parallel and adjacent to the southern property line of the 83.19 acre tract within the Property, as set forth on Exhibit B attached hereto.
- ii. Running along and generally parallel and adjacent to the eastern property line of the 83.19 acre tract within the Property, as set forth on Exhibit B attached hereto.
- iii. Running along and generally parallel and adjacent to the Outparcel, as set forth on Exhibit B attached hereto.
- iv. Under relocated Home Road, as set forth on Exhibit B attached hereto.
- v. Easements described above may be revised by supplemental agreement between the County and Owner where necessary to avoid disturbance of any highways, utilities or other easements.
- vi. Easements described above shall provide that the Owner, its successors and/or assigns, can landscape and/or pave within the easement areas.

b. In consideration of the benefits accruing to the Owner under the terms of this Agreement, and subject to the sanitary sewer being completed at each of the locations described above, the Owner shall convey and/or dedicate to the County, at no additional cost to the County, all such Sanitary Easements described above and approved

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by the County and the Owner. Such conveyance or dedication shall be by suitable instrument(s) of easement, to be approved by the County.

c. In the event that sanitary sewer(s) are not completed at each of the locations described above by December 31, 2017, any such easements shall be null and void and the County shall promptly execute an instrument releasing them; provided, however, that if on December 31, 2017 the Owner of any portion of the Property is not the Owner of the Property as of the date of this Agreement, the Sanitary Easements (hereinafter defined), if necessary for the use and/or development of any portion of the Property (as determined in the sole discretion of the then-owner of such benefitted portion of the Property), shall remain in effect. Notwithstanding anything herein to the contrary, the County shall not be required to release such easements in the event sanitary sewer service is otherwise provided to the Outparcel at no cost to the Owner other than standard sewer tap fees and surcharges.

17. **Construction of Sanitary Sewer**

a. The Owner or the County or its designee may construct a sanitary sewer(s) including any necessary appurtenances, within the Sanitary Easements and related easements or areas covered by work agreements located upon the Property and reasonably acceptable to the parties. Any sewers shall be designed in accordance with applicable County standards, master plans and development plans. If sewer(s) are constructed by the County or its designee, the County will afford the Owner a reasonable opportunity to review and comment on any plans or specifications for the sewer(s). The Owner may make connections to the sanitary sewer(s) to serve the Property provided that the plans and specifications for such connections are approved through the ordinary regulations and procedures applicable to sanitary sewers in Delaware County. The Owner will pay the required sewer tap fees and surcharges at the time of making connection(s) to the sanitary sewer.

b. If the County or its designee proceed to construct a sanitary sewer within the Sanitary Easements, the sewer(s) shall be designed in a manner that provides reasonable access for connections in the future by the Owner, its successors or assigns. The Owner will pay the required sewer tap fees and surcharges at the time of making connection(s) to the sanitary sewer.

18. **Assessment Upon Property Only**

The County acknowledges and agrees that the Assessment is a charge against the Property only, and shall run with the Property. Such Assessment shall not create a personal obligation of the Owner, its successors and/or assigns.

19. **Agreement Binding Upon Successors**

This Agreement shall bind and benefit the parties and their successors and/or assigns, and shall be deemed to run with the Property. Upon conveyance of all or any portion of the Property, the conveying party's obligations under this Agreement shall automatically terminate with respect to that portion of the Property that is conveyed.

20. **Headings**

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

21. **Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original and all of which together shall be considered one and the same instrument.

22. **No Third Party Beneficiary**

The only parties having rights to amend or enforce the provisions of this Agreement are the Owner, its successors and assigns, and the County, and there are no intended third party beneficiaries.

23. **Entire Agreement**

This Agreement, including the Exhibits, embodies the entire agreement and understanding of the Parties relating to the subject matter herein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

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

RESOLUTION NO. 14-1370

**9:45AM RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF THE
REALIGNMENT OF APPROXIMATELY 1,400 FEET OF HOME ROAD (COUNTY ROAD 124)
LOCATED JUST WEST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY,
OHIO:**

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It was moved by Mr. Stapleton, seconded by Mr. Merrell to reconvene the hearing at 9:54 AM.

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

RESOLUTION NO. 14-1371

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

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

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

RESOLUTION NO. 14-1372

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE REALIGNMENT OF APPROXIMATELY 1,400 FEET OF HOME ROAD (COUNTY ROAD 124) LOCATED JUST WEST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to close the Hearing at 9:56 AM.

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

RESOLUTION NO. 14-1373

IN THE MATTER OF PROCEEDING WITH THE REALIGNMENT OF APPROXIMATELY 1,400 FEET OF HOME ROAD (COUNTY ROAD 124) LOCATED JUST WEST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, on October 2, 2014, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 14-1124, declaring the Board’s opinion that it will be for the public convenience or welfare to realign approximately 1,400 feet of Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio; and

WHEREAS, the Board viewed the proposed realignment on Monday November 10, 2014 in the vicinity of Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio; and

WHEREAS, the Board held a Public Hearing on the realignment on Thursday November 13, 2014 and continued said Public Hearing on Monday November 24, 2014 at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, all abutting landowners having been properly notified of the time and date thereof; and

WHEREAS, the Delaware County Engineer has provided a written report, with recommendations, regarding the realignment;

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

Section 1. The Board hereby determines that the realignment will serve the public convenience and welfare.

The realignment is described as follows:

Realignment of approximately 1,400 feet of Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio.

Section 2. The Board hereby declares that Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio, as described in Section 1 of this Resolution, be realigned.

Section 3. The Board hereby directs the Clerk of the Board to file a certified copy of this Resolution, including the Engineer’s report, with the Board of Trustees of Orange Township, the Delaware County Auditor, the Delaware County Recorder, and the Delaware County Engineer.

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Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 14-1374

IN THE MATTER OF PROCEEDING WITH THE CONSTRUCTION OF THE REALIGNED HOME ROAD (COUNTY ROAD 124) LOCATED JUST WEST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, on October 2, 2014, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 14-1124, declaring the Board’s opinion that it will be for the public convenience or welfare to realign approximately 1,400 feet of Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio; and

WHEREAS, the Board viewed the proposed realignment on Monday November 10, 2014 in the vicinity of Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio; and

WHEREAS, the Board held a Public Hearing on the realignment on Thursday, November 13, 2014, and continued to Monday November 24, 2014, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, all abutting landowners having been properly notified of the time and date thereof; and

WHEREAS, the Board, having heard the Delaware County Engineer’s written report, with recommendations, regarding the realignment, determined that the realignment will serve the public convenience and welfare and declared Home Road (County Road 124) realigned; and

WHEREAS, pursuant to sections 5555.02 and 5555.06 of the Revised Code, the Board may by resolution adopted by a unanimous vote find that the public convenience and welfare require the improving of any public road, fix the route and termini of such improvement, and apportion the cost thereof; and

WHEREAS, the Delaware County Engineer recommends that the Board proceed with the construction of the realigned Home Road (County Road 124);

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

Section 1. The Board, acting by unanimous vote, hereby finds and determines that the public convenience and welfare require the improving of Home Road (County Road 124) by the construction of the portion thereof that has been realigned, the route and termini being approximately 1,400 feet of Home Road (County Road 124) located just west of U.S. Route 23 in Orange Township, Delaware County, Ohio.

Section 2. The Board hereby apportions the cost of the improvement, in accordance with section 5555.41(D), with the directly abutting real estate paying one third (1/3) of the cost of the improvement, up to a maximum of \$800,000, payable in equal annual assessments for a period of twenty years, which is according to the benefit to said real estate, and the remainder of the cost being paid from any funds in the county treasury available for such purpose.

Section 3. The Board hereby directs the Delaware County Engineer to prepare the necessary surveys, plans, profiles, cross sections, estimates of cost, and specifications for the improvement, together with an estimated assessment, and file the same with the Board on or before Monday, November 24, 2014, whereupon such copies shall be available for the inspection and examination of all persons interested.

Section 4. The Clerk of the Board is hereby directed to publish in the Delaware Gazette, for the period of two weeks, notice that a resolution has been adopted providing for said improvement, that copies of the surveys, plans, profiles, cross sections, estimates, and specifications, together with estimated assessments upon the lands benefited by such improvement for the proportion of the cost thereof to be assessed therefor, are on file in the office of the board for the inspection of persons interested therein, and that the Board shall hold a public hearing of any objections thereto on Thursday, December 11, 2014, at 9:45 AM at the Commissioners Hearing Room, 101 North Sandusky Street, Delaware, Ohio.

Section 5. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

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RESOLUTION NO. 14-1375

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Administrative Services recommends hiring Kevin Elson as the Assistant Dog Warden for the Delaware County Dog Shelter; effective December 3, 2014;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Kevin Elson as the Assistant Dog Warden for the Delaware County Dog Shelter; effective December 3, 2014.

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

ADMINISTRATOR REPORTS

Dawn Huston- Assistant County Administrator
-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton
-No reports

Commissioner Merrell
-No reports

RESOLUTION NO. 14-1376

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

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn into Executive Session at 10:00 AM.

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

RESOLUTION NO. 14-1377

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn out of Executive Session at 10:57 AM.

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

RESOLUTION NO. 14-1378

IN THE MATTER OF AMENDING RESOLUTION NO. 14-725 AND CORRECTING THE OFFICIAL RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 23, 2014:

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

WHEREAS, on June 23, 2014, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 14-725, approving (as amended with Resolution No. 14-726), and authorizing the county administrator to execute, the Sawmill Parkway Cooperative Agreement by and between the City of Delaware, Ohio and the County of Delaware, Ohio relating to the construction of Sawmill Parkway Extension (the "Agreement"); and

WHEREAS, the text of the Agreement contained within Resolution No. 14-725 states that the effective date of the Agreement is June 23, 2014, the date on which Resolution No. 14-725 was adopted; and

WHEREAS, the inclusion of the date of June 23, 2014 within Resolution No. 14-725 was in error, as the effective date of the Agreement is intended to be the date of execution thereof; and

WHEREAS, the Board desires to correct the record of the proceedings to accurately reflect this original intention;

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

Section 1. The Board hereby amends Resolution No. 14-725 by deleting references to "June 23, 2014" as the effective date of the Agreement and inserting blank lines in place of such references.

Section 2. The Board hereby directs the Clerk to correct the official record of the proceedings from regular meeting held June 23, 2014 to reflect the amendment contained in Section 1 of this Resolution.

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

RESOLUTION NO. 14-1379

IN THE MATTER OF APPROVING A DECREASE OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

Supplemental Appropriations
66611905-5415 URF LSWRF/Sewer Construction (\$1,000,000.00)

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

RESOLUTION NO. 14-1380

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 14-1381

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn out of Executive Session at 11:45 AM.

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

RESOLUTION NO. 14-1382

IN THE MATTER OF APPROVING AN AMENDED AND RESTATED COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN N.P. LIMITED PARTNERSHIP AND THE COUNTY OF DELAWARE, OHIO:

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

Therefore Be it Resolved the Board of Commissioners approve the amended and restated cooperative Economic Development Agreement by and between N.P. Limited Partnership and the County of Delaware, Ohio:

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

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O’Brien Absent
There being no further business, the meeting adjourned.

Gary Merrell

Ken O’Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners