

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 2014

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

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

1:30 PM Viewing For Consideration Of The Ribov #620 Watershed Drainage Improvement  
Petition (In The Vicinity Of 8907 Todd Street Road)

RESOLUTION NO. 14-1426

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS  
FROM REGULAR MEETING HELD DECEMBER 11, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 11, 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. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1427

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,  
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1212, *MEMO TRANSFERS IN  
BATCH NUMBERS MTAPR1212*:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1212, memo transfers in batch numbers MTAPR1212 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>				
Treasurer State of Ohio		BCMH REIMBURSEMENTS	10011102-5319	\$ 40,127.74
<b>PR</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
<b>Number</b>	<b>JOB AND FAMILY SERVICES</b>			
R1405619	LICKING COUNTY JOB AND FAMILY SRVCS	CONTRACT MONITORING	22511607-5301	\$15,050.00

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

RESOLUTION NO. 14-1428

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Erin Rohrer and Diane Linville attend an Ohio Community Correction Training in Columbus, OH on March 13, 2015 at the cost of \$140.00 (fund number 10022202).

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

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RESOLUTION NO. 14-1429

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM KROGER CO. AND  
FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND  
NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Kroger Co. has requested a new D2 permit located at 6417 Columbus Pike, Orange Township, Lewis Center, OH 43035 and

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

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

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

RESOLUTION NO. 14-1430

**IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF  
NOVEMBER 2014:**

It was moved by Mr. O’Brien, seconded by Mr. Merrell to accept the Treasurer’s Report for the month of November 2014.

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

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

RESOLUTION NO. 14-1431

**IN THE MATTER OF APPROVING RESOLUTION ESTABLISHING MEETING DAYS FOR THE  
BOARD OF COMMISSIONERS FOR YEAR 2015 OR UNTIL OTHERWISE CHANGED BY BOARD  
ADOPTION:**

It was moved by Mr. O’Brien, seconded by Mr. Merrell that in compliance with Section 121.22 Ohio Revised Code the following Resolution be adopted:

Resolved, that the Delaware County Board of Commissioners, shall meet in regular session at **9:30AM on Monday and 9:30AM on Thursday** of each week at their Office at 101 N. Sandusky Street, Delaware, Ohio 43015, except when Monday or Thursday is a full-day legal holiday, in which case, said Board of Commissioners shall not meet in a session.

All those wishing to come before the Board must provide the purpose of such and schedule a time with the Clerk of the Board by 5:00 PM on the Wednesday preceding the Monday session and on the Tuesday at Noon preceding the Thursday session. An agenda item may be scheduled during regular session whereas the Board may allow presentation and discussion of an appropriate matter not previously scheduled.

Be It Further Resolved, that when the Board of Commissioners attends advertised required viewings of locations concerning petitions filed under Ohio Revised Code (i.e. Ditch Petitions, Road Alternations, etc.) The Clerk to the Board or in the absence of the Clerk to the Board, The Deputy Clerk to the Board, will, as field conditions allow, capture a record of its proceedings which may serve as the official record of the Board’s proceedings at the viewing.

It is Further Resolved, that notification of all special meetings except those requiring immediate emergency action of the Delaware County Board of Commissioners shall be publicly noticed at least 24 hours in advance by notifying media and posting on the internet.

It is Further Resolved, special meetings may be called upon the direction of the president of the board of commissioners or by the request of any two members of the board of commissioners.

It is Further Resolved, that the normal business hours/office hours for the office of the Delaware County Board of Commissioners is Monday thru Friday 8:00a.m. to 4:30p.m., except on the following days the office will be closed: New Year’s Eve Day (office closes at noon), New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (office closes at noon), Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day (office closes at noon), Christmas Day, or the County Administrator has closed the office under the authority of Resolution No. 10-211.

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

RESOLUTION NO. 14-1432

**RESOLUTION DETERMINING SUFFICIENCY OF THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY AND SETTING A DATE FOR A PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the “Petition”) for the establishment of the Concord/Scioto Community Authority (the “Authority”) was filed with this Board by Triangle Properties, Inc. (“Triangle”), as initial developer of the Authority on February 8, 2007, which Petition this Board of County Commissioners of Delaware County, Ohio (the “Board”) approved pursuant to Resolution No. 07-331 on March 22, 2007; and

WHEREAS, pursuant to Resolution No. 07-809, on July 2, 2007 this Board approved the assignment by Triangle of its rights, responsibilities, and duties as statutory developer of the Authority to Concord/Scioto Development, LLC (the “Developer”); and

WHEREAS, the Petition generally described the boundaries of the related new community district (the “District”); and

WHEREAS, the “organizational board of commissioners,” as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority is the Board of County Commissioners of Delaware County, Ohio (the “Board”); and

WHEREAS, on December 1, 2014, the Developer filed an application (the “Application”) with the Board requesting that certain parcels of real property owned by Crown Ridge Investments LLC be added to the District, which application was signed by the City of Delaware, Ohio, as the “proximate city” pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, the Application further provides that the addition of such land will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control through leases of at least seventy-five years’ duration, options or contracts to purchase, of the Developer; and

WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Board has reviewed the Application and determined that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance; and

WHEREAS, the Board has further determined to fix a time and place of a public hearing on the Application, which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Application, and that notice of the public hearing shall be given by the Clerk of this Board, all as required by Section 349.03(A) of the Ohio Revised Code;

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

1. The Board finds and determines that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance.
2. A public hearing on the Application shall be held on **Thursday January 15<sup>th</sup>, 2015 at 9:45a.m.** at the offices of the Board, 101 North Sandusky Street, Delaware, Ohio.
3. The clerk of this Board is directed to give notice of the public hearing on the Application by publication once each week for three consecutive weeks in The Delaware Gazette.
4. This Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
5. That this Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 14-1433

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IN THE MATTER OF TERMINATING THE OWNER’S AGREEMENT FOR SANCTUARY AT THE LAKES, SECTIONS 2, 3 & 4 – PRE-GRADING AND RETURNING THE BOND POSTED AS CONSTRUCTION SURETY:

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

WHEREAS, on March 24, 2014, M/I Homes of Central Ohio, LLC entered into agreement with the Board of Delaware County Commissioners in order to begin pre-grade improvements to the site known as Sanctuary at the Lakes, Sections 2, 3 & 4 (Improvements) ; and

WHEREAS, upon inspection of the Improvements by The Engineer, it has been determined that the Improvements have been completed as per the approved plan; and

WHEREAS, it has also been determined by The Engineer that the Owner’s Agreement for Sanctuary at the Lakes, Sections 2, 3 & 4 – Pre-grading is no longer required and requests the Board of County Commissioners to terminate the agreement and approve release of Bond Number 1086881 in the amount of \$200,200 to M/I Homes of Central Ohio, LLC.

NOW, THEREFORE, be it resolved by the Board of County Commissioners that:

Section 1: The Owner’s Agreement dated March 24, 2014 between the Board and M/I Homes of Central Ohio, LLC be terminated, and;

Section 2: Bond Number 1086881 in the amount of \$200,200 be returned to M/I Homes of Central Ohio, LLC and released for termination.

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

RESOLUTION NO. 14-1434

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

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

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

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U14-080	AT&T	Tussic Street Road	Bore road
U14-081	AT&T	Manning Parkway	Trench, bore and place a hand hole
U14-082	Del-Co Water	Home Road	Relocate waterline, install road crossing & relocate services
U14-083	American Electric Power	Old Harbor Estates	Directional bore conduit/cable

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

RESOLUTION NO. 14-1435

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ENGINEERING MATERIALS FOR 2015:

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

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for the following Engineering Materials: 2015 Concrete Pipe, 2015 Curb and Sidewalk Construction, 2015 Guardrail Installation, 2015 Plastic Sewer Pipe, 2015 Ready Mix Concrete, 2015 Stone Aggregate, and 2015 Tree Clearing;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for the following Engineering Materials: 2015 Concrete Pipe, 2015 Curb and Sidewalk Construction, 2015 Guardrail Installation, 2015 Plastic Sewer Pipe, 2015 Ready Mix Concrete, 2015 Stone Aggregate, and 2015 Tree Clearing:

Public Notice  
Advertisement for Bids

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware,

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Ohio 43015, until 10:00 am on Tuesday, January 13, 2015, at which time they will be publicly opened and read aloud, for the project known as **2015 Concrete Pipe Material Supply Contract**.

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

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

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices."

The prices of this contract shall be in effect from the date of award to December 31, 2015. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates: December 19, 2014

**SPECIFICATIONS  
2015 Concrete Pipe  
Material Supply Contract  
Delaware County, Ohio**

**GENERAL**

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

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

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

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

**NON EXCLUSIVE AWARD**

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

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

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**MATERIAL SPECIFICATIONS**

2013 ODOT Construction and Material Specifications (CMS) 706.02, 706.04

**MISCELLANEOUS TERMS AND CONDITIONS**

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

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

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

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

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

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, January 13, 2015, at which time they will be publicly opened and read aloud, for the project known as **2015 Curb and Sidewalk Construction** Annual Contract.

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

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

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices."

The prices of this contract shall be in effect from the date of award to December 31, 2015. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed

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basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates: December 19, 2014

**SPECIFICATIONS  
2015 Curb and Sidewalk Construction  
Annual Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform construction of curbs, curb ramps and walks at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

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

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

**NON EXCLUSIVE AWARD**

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

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

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The 2013 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

**Item 253 Pavement Repair.** The depth of the pavement repair shall be 8 inches or the full depth of the existing asphalt pavement, whichever is less.

**Item 624 Mobilization.** The requirements of Item 624 shall apply. Only one mobilization charge will be approved if several work sites are ordered at one time (single project), AND all are within 0.5 miles of one another.

**Item 659 Topsoil, As Per Plan.** Provide pulverized topsoil that is fertile, loose, friable, and loamy. The

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topsoil shall contain between 6 % and 20% organic material. Topsoil shall not contain more than 18 % moisture and shall be free of weeds and other deleterious material. If this cannot be met with topsoil onsite, commercial pulverized topsoil shall be purchased at no additional cost.

**TRAFFIC CONTROL**

Temporary traffic control shall conform to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

The Contractor shall provide necessary signing, drums, and works to protect the work area. Work on the shoulder shall be in conformance with typical application #3 (TA-3) or typical application #6 (TA-6). The cost of providing signing, drums and all other necessary labor, equipment and materials to conform to these typical applications shall be considered incidental to Item 624, Mobilization and no additional compensation shall be provided.

If the Engineer requires that one lane be closed to traffic, the Contractor shall provide flaggers in accordance with the OMUTCD. Payment shall be made at the contract price bid for Item 614, Maintenance of Traffic – One Lane Closure on a Two Lane Highway.

**MINIMUM QUANTITIES**

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

**OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS**

The following standard drawings shall govern the fabrication and installation of the various contract items.

1. **Curb Ramp** – BP-7.1
2. **Curb, Type 6 Backup** – BP-5.1
3. **Combination Curb and Gutter, Type 2** – BP-5.1
4. **Combination Curb and Gutter, DCEO** – R2010

**PREVAILING WAGE RATES**

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

**MISCELLANEOUS TERMS AND CONDITIONS**

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

**Prohibited Interests:** Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

**Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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



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

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

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

Independent Contractor: The Contractor acknowledge and agrees 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 Contractor and Delaware County. 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 shall certify 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.**

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, January 13, 2015, at which time they will be publicly opened and read aloud, for the project known as **2015 Guardrail Installation Annual Contract**.

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

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

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices".

The prices of this contract shall be in effect from the date of award to December 31, 2015. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates: December 19, 2014

**SPECIFICATIONS  
2015 Guardrail Installation  
Annual Contract  
Delaware County, Ohio**

**GENERAL**

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 2014**

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This contract is an agreement to perform installation of guardrail at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

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

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

**NON EXCLUSIVE AWARD**

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

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

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The 2013 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

**Item 202, Guardrail Removed.** Removal of existing guardrail or anchor assemblies shall be measured from the first to last post or ground mounted anchor.

**Item 209, Reshaping Under Guardrail.** The limits of reshaping guardrail shall be limited to 5 feet in front of and behind the face of guardrail. A maximum of 10 cubic yards of excavation or embankment per station (100 feet) shall be required for this work. The Department shall make additional compensation for work in excess of these limits.

**Item 624, Maintaining Traffic.** This item shall consist of erecting work zone signing and any required temporary traffic control devices as necessary to comply with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Payment shall be based on a lump sum and shall constitute full compensation for installation and prompt removal of all signing and traffic control devices.

**Item 624, Maintenance of Traffic – One Lane Closure on a Two Lane Highway.** This item shall consist of all labor, equipment, tools, flaggers, vehicles necessary to maintain one lane, two-way operation on a two lane highway. Payment shall be based on the number of hours of one lane, two-way operation control performed by the Contractor and accepted by the Engineer.

**Item 624, Mobilization.** Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

**OHIO DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DRAWINGS**

The following standard drawings shall govern the fabrication and installation of the various contract items.

Type MGS Guardrail

- Guardrail, Type MGS and miscellaneous parts –MGS-1.1
- Guardrail, Type MGS (Standard) – MGS-2.1
- Guardrail, 25' Long Span – MGS-2.3
- Bridge Terminal Assemblies, Type 1 and Type 2 – MGS-3.1 and 3.2

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- Bridge Terminal Assemblies Type 4 and Type TST – MGS-3.4 (Type 4) and MGS-3.6 (Type TST)
- Anchor Assemblies Types A, T, B and E – MGS-4.1 (Type A), MGS-4.2 (Type T), FLEAT or SRT-31 (Type B); ET-31 or SKT (Type E)

Type 5 Guardrail

1. Guardrail, Type 5 and 5A and miscellaneous parts –GR-1.1, 1.2, 1.3 and 2.1
2. Guardrail, Type 5 with Double Rails –GR-2.4
3. Guardrail, Type 5 with Tubular Backup – GR-2.2
4. Guardrail, 25' Long Span – GR-2.3
5. Guardrail, Long Span over Culvert (12'-6" or 18'-9") – GR-2.4
6. Bridge Terminal Assemblies Type 4 and Type TST – GR-3.4 (Type 4) and GR-3.6 (Type TST)
7. Anchor Assemblies Types A, T, B and E – GR-4.1 (Type A), GR-4.2 (Type T), FLEAT or SRT-350 (Type B); ET-2000 Plus or SKT (Type E)

All materials shall be on the ODOT Qualified Products List (QPL) where applicable.

**PREVAILING WAGE RATES**

The Contractor shall pay all laborers, workers and mechanics that are performing work directly related to the installation of the various items, a wage no less than the prevailing rate as determined by the Ohio Director of Commerce at the time the work is performed, in accordance with section 4115.05 of the Ohio Revised Code.

The Contractor shall request, no less than 7 days but not more than 30 days prior to commencement of work on the site, that Delaware County furnish the prevailing wage rates for the classifications of workers who will perform the work. The Contractor shall pay the laborers, workers and mechanics a wage not less than the prevailing wage for the class of work performed. Prevailing wage rates shall be obtained from the Ohio Department of Commerce, Bureau of Labor & Worker Safety website at <http://www.com.ohio.gov/laws>.

The Contractor shall furnish certified copies of the payroll for the laborers, workers and mechanics doing the work no more than 14 days after wages are paid. Delaware County reserves the right to perform audits of the payroll records and worker interviews to determine compliance with the requirements of the Ohio Revised Code and regulations of the Ohio Department of Commerce.

**MISCELLANEOUS TERMS AND CONDITIONS**

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

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

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

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

Independent Contractor: The Contractor acknowledge and agrees that Contractor is acting as an

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
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independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Contractor and Delaware County. 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 shall certify 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.**

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, January 13, 2015, at which time they will be publicly opened and read aloud, for the project known as **2015 Plastic Sewer Pipe Material Supply Contract**.

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

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

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices."

The prices of this contract shall be in effect from the date of award to December 31, 2015. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates: December 19, 2014

**SPECIFICATIONS  
2015 Plastic Sewer Pipe  
Material Supply Contract  
Delaware County, Ohio**

**GENERAL**

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

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

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

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements.

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MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 2014**

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The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

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

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

**MATERIAL SPECIFICATIONS**

**2013 ODOT Construction and Material Specifications (CMS) 707.31, 707.33, 707.42, 707.65, 707.69**

Couplers and fittings including reducers, tees, wyes, and caps are not included in this bid and shall be paid for at a negotiated unit price.

**MISCELLANEOUS TERMS AND CONDITIONS**

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

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

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

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

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

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, January 13, 2015, at which time they will be publicly opened and read aloud, for the project known as **2015 Ready Mix Concrete Material Supply Contract**.

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 2014**

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

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

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices."

The prices of this contract shall be in effect from the date of award to December 31, 2015. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates: December 19, 2014

**SPECIFICATIONS  
2015 Ready Mix Concrete  
Material Supply Contract  
Delaware County, Ohio**

**GENERAL**

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

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

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

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

**NON EXCLUSIVE AWARD**

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

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

**MATERIAL SPECIFICATIONS**

2013 ODOT Construction and Material Specifications (CMS) 499, 613 and 705.12



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All chemical admixtures shall be on ODOT's Qualified Products List (QPL)

Bid price for admixtures shall be per cubic yard and shall be based on the amount of admixture required by the Job Mix Formula or as ordered by the Engineer.

**MISCELLANEOUS TERMS AND CONDITIONS**

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

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

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

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

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

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, January 13, 2015, at which time they will be publicly opened and read aloud, for the project known as **2015 Stone Aggregate Material Supply Contract**.

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

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

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices."

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 2014**

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The prices of this contract shall be in effect from the date of award to December 31, 2015. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates: December 19, 2014

**SPECIFICATIONS  
2015 Stone Aggregate  
Material Supply Contract  
Delaware County, Ohio**

**GENERAL**

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

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

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

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

**NON EXCLUSIVE AWARD**

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

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

**MATERIAL SPECIFICATIONS**

2013 ODOT Construction and Material Specifications (CMS) 703.01, 703.05, 703.17, 703.18, 703.19

**MISCELLANEOUS TERMS AND CONDITIONS**

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

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.



**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 2014**

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Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

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

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

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

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00am on Tuesday, January 13, 2015, at which time they will be publicly opened and read aloud, for the project known as **2015 Tree Clearing Annual Contract**.

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

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

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices".

The prices of this contract shall be in effect from the date of award to December 31, 2015. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing by all townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates: December 19, 2014

**SPECIFICATIONS  
2015 Tree Clearing  
Annual Contract**

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Delaware County, Ohio

**GENERAL**

This contract is an agreement to perform tree and brush clearing and stump removal at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

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

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

**COOPERATIVE PURCHASING PROGRAM**

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

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

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

**NON EXCLUSIVE AWARD**

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

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

**GENERAL REQUIREMENTS**

The Owner shall mark the areas to be cleared and grubbed and/or mark the individual trees to be removed or saved. Marking shall be done using paint markings, stakes or other acceptable methods. The Contractor shall perform a field review of the work site and shall provide a written quotation for the work based on the unit prices in this contract.

Upon receiving authorization to proceed, the Contractor shall perform the work in an expeditious manner under the supervision of the Owner. The Contractor shall exercise caution in performing its work to avoid damage to real estate, personal property and utilities.

**TRAFFIC CONTROL**

The Contractor shall provide required work zone signing and temporary traffic control conforming to the ODOT CMS and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). All signs shall be placed on temporary sign supports at locations approved by the Engineer.

**MINIMUM QUANTITIES**

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

**CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The 2013 ODOT Construction and Material Specifications (CMS) Item 201 shall govern the work except as follows:

**Item 201, Clearing and Grubbing.** This item shall consist of clearing and grubbing all trees 12 inches or smaller in diameter when measured as specified in 201.05 and all surface objects, brush, roots and other protruding obstructions not designated to remain by the Engineer. This item shall be measured by the number

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of acres cleared and grubbed to the satisfaction of the Owner. All other vegetative material removed shall be hauled away and properly disposed of off-site.

**Item 201, Tree Removed.** This item shall consist of clearing and grubbing all trees over 12 inches in diameter including hauling away and disposing off-site. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

**Item 201, Stump Removed.** This item shall consist of grinding or removing stumps 6 inches below ground surface and off-site disposal of debris. Payment shall be made in accordance with the pay size table listed in Table 201.05-1 as measured in accordance with 201.05.

TABLE 201.05-1

Tree or Stump Diameter	Pay Item Designation
Over 12 inches to 24 inches	18-inch size
Over 24 inches to 36 inches	30-inch size
Over 36 inches to 60 inches	48-inch size
Over 60 inches	60-inch size
Over 0.3 m to 0.6 m	0.5 m size
Over 0.6 m to 0.9 m	0.8 m size
Over 0.9 m to 1.5 m	1.2 m size
Over 1.5 m	1.5 m size

**Item 624, Maintaining Traffic.** This item shall consist of erecting work zone signing and any required temporary traffic control devices as necessary to comply with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). Payment shall be based on a lump sum and shall constitute full compensation for installation and prompt removal of all signing and traffic control devices.

**Item 624, Maintenance of Traffic – One Lane Closure on a Two Lane Highway.** This item shall consist of all labor, equipment, tools, flaggers, vehicles necessary to maintain one lane, two-way operation on a two lane highway. Payment shall be based on the number of hours of one lane, two-way operation control performed by the Contractor and accepted by the Engineer.

**Item 624, Mobilization.** Mobilize all equipment, tools and personnel to a specified site in Delaware County, Ohio. If additional sites are within 5 miles and they are to be worked on consecutively, no additional mobilization charge will be allowed.

MISCELLANEOUS TERMS AND CONDITIONS

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

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

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

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

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complied with.

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

Independent Contractor: The Contractor acknowledge and agrees 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 Contractor and Delaware County. 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 shall certify 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. O'Brien                      Aye                                      Mr. Merrell                      Aye

**RESOLUTION NO. 14-1436**

**IN THE MATTER OF APPROVING THE COMMUNICATIONS SYSTEM MAINTENANCE SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MOTOROLA, INC. FOR THE COUNTYWIDE DIGITAL 800 MHZ RADIO SYSTEM:**

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

Whereas, the Interim 911 Communications Director recommends approval of the maintenance service agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves Communications System Maintenance Service Agreement Between The Delaware County Board of Commissioners and Motorola, Inc. for The Countywide Digital 800 Mhz Radio System.

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

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

**RESOLUTION NO. 14-1437**

**IN THE MATTER OF APPROVING CONTRACT COMPLETION AND FINAL SYSTEM ACCEPTANCE WITH MOTOROLA, INC. FOR THE DELAWARE COUNTY 800 MHZ RADIO SYSTEM UPGRADE:**

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

WHEREAS, per resolution NO. 13-1076 (Purchasing Equipment and Services for Use In The 9-1-1 System And Countywide Public Safety Communications System) the 800 MHz radio system upgrade has been installed throughout the County, and;

WHEREAS, all system testing has been completed and all contract specifications have been met with optimum performance, and;

Whereas, the Interim 911 Communications Director recommends contract completion and final system acceptance for the upgrade of the 800 MHz radio system;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the contract completion and final system acceptance for the upgrade of the 800 MHz radio system.

Further Be It Resolved, That the Board Of Commissioners approve a voucher to Motorola Inc. in the amount of \$772,891.50.

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CERTIFICATE OF MILESTONE COMPLETION:  
  
SYSTEM ACCEPTANCE & FINAL ACCEPTANCE

Project Name: Delaware County Astro25 Radio Network System Upgrade  
Project Number: OH-121115B

This Certificate memorializes the occurrence of Final Acceptance for the Delaware County Astro25 Radio Network System Upgrade Project. Motorola Solutions (MSI) & Delaware County acknowledge the following:

1. This certificate of Final Acceptance shall apply to the Delaware County Radio System Upgrade Project as defined in the proposal dated 08/23/2013, and accepted per Purchase Order P1305372 from Delaware County dated 10/17/2013. Also inclusive of:
  - Change Order 1 signed 3/18/2014
  - Change Order 2 dated 10/24/2014
2. The system Acceptance Tests as set forth in the Acceptance Test Plan have been successfully completed and the system upgrade is accepted. The new system warranty period will begin January 1, 2015.
3. Motorola Solutions has completed all deliverables and the Project has been fully delivered, installed, and that all the hardware and functional tests have been completed, with exception of the following punch-list items:
  - Radio sites installation quality audits shall be provided by MSI in January 2015
  - Final removal of Legacy equipment shall be completed by MSI in January 2015
  - Training class "MOSCAD Operator, Maintenance and Programming" shall be provided by MSI during January 2015
4. As a result, Delaware County does hereby agree and certify that the Radio System Upgrade Project has formally achieved "Final Acceptance" on this day. The signing of this certificate authorizes MSI to invoice the County for the remaining Contract balance of \$772,891.50.

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

RESOLUTION NO. 14-1438

IN THE MATTER OF APPROVING THE CASH LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND RHOADES FARMS FOR THE CROPLAND OF THE DELAWARE COUNTY HOME FARM AND THE CROPLAND OF THE TRANSFER STATION FARM:

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

Whereas, the Facilities Supervisor recommends approval of the cash lease agreement between the Delaware County Board of Commissioners and Rhoades Farms;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the cash lease agreement between The Delaware County Board of Commissioners and Rhoades Farms for the Cropland of the Delaware County Home Farm and the Cropland of the Transfer Station Farm.

CASH LEASE

SECTION I.        DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

1.                      This lease is made this 15<sup>TH</sup> day of December, 2014, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Rhoades Farms, 6489 Curtis Rd., Radnor, OH 43066, tenant.
2.                      The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: 218 acres located in Section (s) 18, Town 5, Range 1 & 2 of Brown Township and further described as Cropland of Delaware County Home Farm, and 51.0 acres located in Section(s) 4, Township 5, Range 19 of Delaware Township and further described as Cropland of Transfer Station Farm except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

SECTION II.        LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter

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mentioned, for the 2015 crop year beginning on the 1st day of April, 2015, at 12:00 p.m. (noon) and ending on December 31, 2015, or ten days after the crops are removed, whichever comes first.

Said lease is thereafter renewable for three (3) additional one (1) crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the first day of November 2015 (for the 2016 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by December 15<sup>th</sup> of the original term and any renewal period.

**SECTION III. PAYMENT OF RENT**

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$71,016.00, being computed at \$264.00 per tillable acre.

One half of the annual rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before April 1, 2015; the remaining one-half of the annual rent is due and payable on or before November 1, 2015 for the crop year. Rent any renewal period will be due in the same manner for the year of the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

**SECTION IV. LANDLORD CONTRIBUTION**

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land of a buffer ph level of 6.5 to 7.0.

**SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY**

The tenant agrees to farm the land in a husband-like manner and to standards, methods, and/or practices recommended by the Delaware County Soil and Water Conservations District and the USDA Natural Resource Conservation Service.

**SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE**

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields.

A crop rotation of soybeans, winter wheat and corn is encouraged to be used.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock. This lease does not include the use of any building or utilities on the property.

**SECTION VII. RIGHT OF ENTRY**

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

**SECTION VIII. HEIRS AND SUCCESSORS**

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.
2. However, if the lease is renewed for more than the crop year, the following applies:
  - a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
  - b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

**SECTION IX. YIELDING POSSESSION AT END OF LEASE**

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

**SECTION X. SUBLEASING**

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The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

**SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES**

The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant's use of the property.

**SECTION XII. ADDITIONAL FEATURES**

The tenant agrees to allow access for the application of treated sludge from the Olentangy Waste Water Treatment Plant and/or the Alum Creek Waste Water Treatment Plant by the Delaware County Sanitary Engineer on any farmland not tilled or planted and up to 50 acres of planted farmland. The landlord shall reimburse the tenant if the application of sludge is on farmland after planting of crops any rent paid and liquidated damages, as set forth in Section XI. All applications of sludge will meet EPA guidelines. The landlord agrees to provide proper maintenance and weed control for any farmland to which sludge has been applied.

The tenant may enter the premises prior to April 1<sup>st</sup> for spring field work by contacting the Delaware County Facilities Management office. The landlord shall not reimburse the tenant for any field work should the tenant fail to pay the rent by April 1<sup>st</sup>.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans if applicable.

**SECTION XIII. MISCELLANEOUS TERMS**

1. **Indemnity:** The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for whose acts Tenant may be liable.

2. **Insurance:** The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.
3. **Severability:** If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.
4. **Governing Law:** This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Lease shall be filed in and heard before the courts of

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Delaware County, Ohio.

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

**RESOLUTION NO. 14-1439**

**IN THE MATTER OF APPROVING THE PURCHASE OF SERVICES AGREEMENT BETWEEN LICKING COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHRIS INNIS CONSULTING FOR THE ADMINISTRATIVE REVIEW SERVICES OF IV-E FUNDED FOSTER CARE AGENCIES FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:**

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following agreement for IV-E Administrative and Billing services.

**LICKING COUNTY JOB AND FAMILY SERVICES  
                    PURCHASE OF SERVICES AGREEMENT**

This Agreement is made and entered into on the 2nd day of October 2014 by and between the Licking County Department of Job and Family Services, as the Administrative and Billing Entity for Licking, Delaware, Coshocton, Knox, and South Central Ohio Departments of Job and Family Services, (hereinafter referred to as the "Department") and Chris Innis, 15305 Coolville Ridge Road, Athens, OH 45701 (hereinafter referred to as the "Provider").

This Agreement will be effective from October 2, 2014 through June 30, 2015.

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT THE PROVIDER AGREES TO: Provide fiscal and administrative review services of IV-E funded foster care agencies. Review services include but are not limited to review of overall fiscal processes, internal controls, and fiscal responsibility as it relates to contracted IV-E foster care services (details described in Exhibit 1).

The relationship between Licking County Job and Family Services [LCJFS] and the provider of services during the term of this Contract shall at all times be that of an independent contractor. LCJFS shall be the purchaser of services from the provider and the provider shall provide the specified services. Each party is, and shall at all times continue to be, an independent entity. Neither party is an agent, employee, or servant of the other.

Provider shall be available to work at reasonable times and for reasonable periods of time to perform the services required by LCJFS.

Licking County shall not withhold any taxes or Social Security payments from any sum paid to the provider under this Contract. Payment of all taxes, as well as the reporting of income and/or payment to Social Security are the sole responsibility of the provider as an independent contractor. The purchase of Workers Compensation Insurance, health insurance, etc., as well as professional liability insurance is the sole responsibility of the provider as an independent contractor.

Provider, as an independent contractor, is responsible to select and purchase the materials and tools needed to perform their functions. The provider shall control the details, hours worked, and quality of their work.

Provider agrees to invoice Department on behalf of Licking, Delaware, Coshocton, Delaware, and South Central Ohio Departments of Job & Family Services. Costs of reviews will be prorated per number of children placed by each county at each specific IV-E Provider. Invoices should include a detailed breakdown of costs per county. Provider will be reimbursed \$70 per hour plus reasonable travel expenses (ie, mileage and lodging as detailed in Exhibit 1).

The Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly connected to delivery of services is prohibited except upon written consent of the qualified recipient or their responsible parent or guardian.

The Provider agrees to hold harmless the Licking County Department of Job & Family Services, the Licking County Board of Commissioners, and the Ohio Department of Job & Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement. The Provider agrees to maintain compliance with the State, Federal, and local regulations which govern the provision of this service.

The Licking County Department of Job & Family Services and Provider agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex,



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religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will fully comply with all appropriate Federal and State laws regarding such discrimination and the right to, and method of appeal will be made available to all persons served under this Agreement.

In the event the Provider receives an overpayment, Provider agrees to repay the Licking County Department of Job & Family Services the amount to which he/she was not entitled.

This Agreement may be terminated by the Provider, or the Licking County Department of Job & Family Services, upon seven (7) calendar days written notice. Failure to honor the terms of this Agreement and/or the related State, Federal, or local regulations shall result in the immediate termination of this Agreement. If any of the terms of this Agreement change, the Provider must notify the Licking County Department of Job & Family Services immediately. In the event that State and/or Federal reimbursement is no longer available to the Licking County Department of Job & Family Services, therefore requiring changes or termination of this Agreement, such changes or termination for this reason will be effective on the date that State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the Licking County Department of Job & Family Services.

The Provider shall be reimbursed \$70.00 per hour for consulting services not to exceed 430 hours October 2, 2014, through June 30, 2015. However, the Department reserves the right to renew the contract for up to a maximum of two years based on performance and availability of funds. The costs of service under this Agreement will not exceed \$30,100.00.

This Agreement is subject to the availability of Federal, State, and/or local funding to the Department. The Provider understands that this written agreement supersedes all oral agreements. I do hereby understand and agree to the terms of this Agreement.

Exhibit I

Chris Innis, Consultant 15305  
CooDville Ridge Road Athens, OH  
45701 (740) 591.1310 [chrisinnis@hughes.net](mailto:chrisinnis@hughes.net)

July 24, 2014

Title IV-E Foster Care Administrative Contract Review RFP  
Licking County Commissioners Office  
c/o Commissioners Clerk Bev Adzic  
20 South 2nd Street, 4th Floor  
Newark, OH 43055

Attached is my proposal to provide IV-E Contract Review services to the Licking County Department of Job and Family Services on their behalf plus four other agencies: Delaware, Coshocton, Knox and South Central Ohio.

I appreciate the opportunity to respond to this proposal and hope that I may offer my services in the future. Sincerely, Chris Innis

2. Budget/Costs

- a. An itemized budget is attached to this proposal on a separate sheet of paper.
- b. The unit rate for each complete review is \$723.08, this includes the time spent on the review itself and gathering the necessary information from each agency to perform the review. Also included in the unit rate is my estimate for time spent traveling, mileage, lodging and meals. As mentioned previously, my total estimate for traveling to all sites has been averaged to arrive at this unit rate. When performing the reviews, I will use actual mileage and times, so reviews further from my headquarters will cost more, those closer will cost less.
- c. I will not be outsourcing any part of this contract. I do have a person, Charlotte Lambert who helps me schedule appointments, but no cost is passed to this contract for her help.

Summary Sheet

Program Name	IV-E Foster Care Review
Provider Name	Chris Innis
Budget Period	Contract Dates

Estimate Amount

I. Staff

A. Salaries	\$25,000.00
B. Payroll Related Expenses	\$0.00

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Total Staff Costs	\$25,000.00
<b>II. Operations</b>	
A. Travel and Short-Term Training	\$3,200.00
B. Consumable Goods	\$0.00
C. Occupancy	\$0.00
D. In-Direct Costs	\$0.00
E. Other – Miscellaneous	\$0.00
Total Operational Costs	\$3,200.00
<b>III. Equipment</b>	
A.Equipment Subject to Depreciation	\$0.00
B.Small Equipment Purchases	\$0.00
C. Leased and Rented Equipment	
Total Equipment Costs	\$0.00
Sub-Total of All Costs	\$28,200.00
<b>IV. Other Dollars Received</b>	\$0.00
<b>Total program Cost</b>	<b>\$28,200.00</b>

<b>Proposed Unit Rate</b>	\$723.08
<b>Unit Rate Calculation</b>	<b>Total Costs Divided by 39 visits</b>

STAFF				
I. A. Salaries				
	Number Of Positions	Annual Salary	Percent of Time To Program	Reimbursable Salary
Chris Innis				\$25,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Staff				\$25,000.00
Staff Equivalent				
Total Reimbursable Salaries				\$25,000.00
I.B. Payroll Related Expenses				
Item	Payroll Related Expenses			
Retirement	\$0.00			
Worker's Compensation	\$0.00			
Unemployment Insurance	\$0.00			
Medical Insurance Premium	\$0.00			
Life Insurance	\$0.00			
Medicare	\$0.00			
Total Payroll Related Expenses	\$0.00			
II.A Travel and Short Term Training				
Mileage Reimbursement ( .50 per mile)			\$3,200.00	
Short Term Training				
Other (Identify)				
Total Travel and Short Term Training			\$3,200.00	
II.B Consumable Supplies				
Office Supplies			\$0.00	
Cleaning Supplies				
Other (Identify)				
Total Consumable Supplies			\$0.00	

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II.C. Occupancy Costs		
Rental @ \$	per square foot	\$0.00
Usage allowance/depreciation @ % rate of original Acquisition cost		
of \$	by Program Square Footage Percentage (Program	
Square Footage	divided by Provider Square Footage	
_____	= _____%	\$0.00
Maintenance and Repairs		
		\$0.00
Utilities (If not included in rent)		
Heat and Light \$		\$0.00
Telephone		\$0.00
Water		\$0.00
Total Occupancy Costs		\$0.00
IID. Indirect Costs		
Identify Categories in Indirect Cost Allocation Plan		\$0.00
The following are listed at a % of the total		
to relate to the % staff ratio to program.		
Total Percent		
Office Supplies		
Rent		
Telephone Usage		
Copier Usage		
Total Indirect Costs		\$0.00
UE Other - Miscellaneous		
		\$0.00
Identify Miscellaneous Costs		
Total Miscellaneous Costs		\$0.00

REQUEST FOR PROPOSALS

Title IV-E Foster Care Administrative Contract Review Services

Purpose

The Licking, Delaware, Coshocton, Knox, and South Central Ohio Departments of Job and Family Services, Children Services Divisions, (herein referred to as Children Services) have authorized the release of a Request for Proposal (RFP) for the purpose of selecting a vendor to provide fiscal and administrative review services of IV-E funded foster care agencies. Review services include but are not limited to review of overall fiscal processes, internal controls, and fiscal responsibility as it relates to contracted IV-E foster care services.

Background

Children Services is responsible for providing various services designed to identify, reduce and eliminate child abuse and neglect. Children Services provides investigations of abuse/neglect, ongoing case management, counseling, specific therapeutic services, foster care, kinship care (relative placement), and adoption services. Family preservation or reunification is the primary goal of Children Services.

However, when children cannot remain safe in their homes, the agencies work with the local court system to remove the child (or children). In these instances, it is the responsibility of Children Services to find other living arrangements or substitute care. Substitute care includes kinship care, foster care, and residential care in group homes and treatment facilities. Children Services enters into contractual agreements with private foster care agencies to assist with finding appropriate foster care placements when agency licensed foster homes are not sufficient to meet the needs of the child(ren). Children Services is responsible to ensure fiscal and administrative compliance for IV-E foster placements according to the Ohio Revised Code chapter 5153, Title IV-E of the Social Security Act and 5101:2-47-23.1 of the Ohio Administrative Code.

Scope of Work

Services are being requested for a consultant who will conduct on-site fiscal reviews and administrative evaluations of private Title IV-E foster care agencies under contract. Review services may include, but are not limited to; reviewing all aspects of fiscal and administrative processes, reviewing internal controls, identifying and analyzing potential problems and making recommendations for solutions. The provider will be responsible for issuing a formal report within a specified time period identifying weaknesses or concerns, and overall financial viability and fiscal responsibility.

The consultant will be required to know Federal and State laws and the Ohio Department of Job and Family Services rules and regulations as they pertain to fiscal needs of Children Services, must have knowledge of Microsoft Excel, CORE reports, PET and QUIC systems, as well as familiarity of various Children Services fiscal allocations.

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The fiscal review should be detailed and at minimum include the following items:

- Contract and addendum testing
- Test invoices for contract services rendered
- Test Payroll
- Test financial statements and general ledger
- Test expenditures
- Test assets purchased
- Performance measures (if applicable) Quality Assurance and internal control
- State IV-E licensing agreements & cost plan submission

A detailed fiscal evaluation tool is included in Attachment A. The vendor may use this tool or a similar tool which, at minimum, contains the same information.

The completed evaluation tool and a written report detailing the findings, observations, concerns and summary of the IV-E Foster Care Providers' overall fiscal management and accountability must be submitted to each respective Children Services. Reports are required to be submitted within 60 days after the completion of the on-site review.

A current list of IV-E Foster Care providers utilized by the Licking, Delaware, Coshocton, Knox, and South Central Ohio Departments of Job and Family Services, Children Services Divisions, is included in Attachment B. Contracts for Foster Care providers may be added or terminated as needed by Children Services. The provider will be responsible to provide review services to IV-E Foster care providers contracted by Licking, Delaware, Coshocton, Knox, and South Central Ohio County Children Services Division. Review services may be prioritized according to the number of children placed and the amount spent for services per IVE Provider by the 5 county region.

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

RESOLUTION NO. 14-1440

IN THE MATTER OF ACCEPTANCE OF THE COURTYARDS OF POWELL, PHASE 2:

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

Whereas, the construction of new sanitary sewers at the Courtyards of Powell, Phase 2 have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Courtyards of Powell, Phase 2</b>	600' feet of 8- inch sewer	\$31,500.00
	5 ea.- manholes	\$7,500.00

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

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

RESOLUTION NO. 14-1441

IN THE MATTER OF ACCEPTANCE OF A SANITARY SEWER EASEMENT FROM CHARLES AND GINA PLEDGER:

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

WHEREAS, an offsite sanitary sewer was constructed by Planned Communities in 1997 as part of the Highland Lakes North Section 5, Phases 1 and 2 developments, and

WHEREAS, a portion of this sanitary sewer is located on property currently owned by Charles and Gina Pledger on Lake Trail Drive in Orange Township, and

WHEREAS, an easement was not recorded for the aforementioned portion of the sanitary sewer located on the

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Pledger’s property, and

WHEREAS, the Pledgers have agreed to grant a sanitary sewer easement to the Board of Commissioners, and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby accepts as grantee the sanitary sewer easement described herein and instructs the Sanitary Engineer to record the easement as soon as possible.

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

RESOLUTION NO. 14-1442

IN THE MATTER OF ACCEPTANCE OF A SANITARY SEWER EASEMENT FROM SOUTH DELAWARE INVESTMENTS, LLC:

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

WHEREAS, an offsite sanitary sewer was constructed by Planned Communities, Inc. in 1997 as part of the Highland Lakes North Section 5, Phases 1 and 2 developments, and

WHEREAS, a portion of this sanitary sewer is located on property currently owned by South Delaware Investments, LLC on Lake Trail Drive in Orange Township, and

WHEREAS, an easement was not recorded for the aforementioned portion of the sanitary sewer located on the property owned by South Delaware Investments, LLC and

WHEREAS, the South Delaware Investments, LLC has agreed to grant a sanitary sewer easement to the Board of Commissioners

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby accepts as grantee the sanitary sewer easement described herein and instructs the Sanitary Engineer to record the easement as soon as possible.

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

RESOLUTION NO. 14-1443

IN THE MATTER OF APPROVING AN AMENDMENT TO THE SANITARY SEWER IMPROVEMENT PLAN FOR NORTH FARMS OFF-SITE SEWER:

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

Whereas, the Director of Environmental Services recommends an amendment to the sanitary sewer Improvement Plans for North Farms Off-site Sewer for submittal to the Ohio EPA for their approval;

Therefore be it resolved, that the Board of Commissioners approves an amendment to the Improvement Plan for North Farms Off-site Sewer for submittal to the Ohio EPA for their approval.

AMENDMENT NO. 1 TO SANITARY SEWER EXTENSION AGREEMENT  
NORTH FARMS OFF-SITE SEWER  
DELAWARE COUNTY SANITARY ENGINEER

THIS AMENDMENT NO.1 to the Original Agreement approved by Resolution 14-747 is made and entered into this 15th day of December 2014, by and between **Metro Development, LLC**, (the “SUBDIVIDER”) and the Board of County Commissioners of Delaware County, Ohio (the “COUNTY”).

RECITALS

WHEREAS, the SUBDIVIDER wishes to revise the approved sanitary sewer plan for “North Farms Offsite Sewer”, approved by Resolution 14-745, by changing the installation method of approximately 280 feet of 15-inch sanitary sewer from jacking/boring to open cutting through various identified wetlands and streams; and

WHEREAS, the COUNTY is requiring that certain conditions be met in order to obtain the Sanitary Engineer’s approval of the proposed revision; and

WHEREAS, all other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

NOW, THEREFORE, in light of the Recitals set forth herein, which are deemed to be an integral part of this Amendment, the SUBDIVIDER and the COUNTY mutually agree to the following additional conditions:

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1. SUBDIVIDER shall comply with all terms and conditions required by the Department of The Army Corps of Engineers, the Ohio EPA, and all other federal, state, and local authorizations required by law as part of the permit to open cut through the wetlands and streams.
2. Notwithstanding any other provision of this Amendment, the COUNTY shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY's sole discretion.

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

**RESOLUTION NO. 14-1444**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Chief of Emergency Medical Services recommends the promotion of Bryan Porter to a full-time paramedic; effective December 15, 2014.

Therefore Be it Resolved, the Board of Commissioners approve the promotion of Bryan Porter to a full-time paramedic; effective December 15, 2014.

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

**ADMINISTRATOR REPORTS**  
**Si Kille, Fiscal Services Director**  
**-No services**

**COMMISSIONERS' COMMITTEES REPORTS**  
**Commissioner O'Brien**  
**-Will be attending a DKMM meeting tomorrow**

**Commissioner Merrell**  
**-Attended a retirement party for Mr. Martin, Village of Sunbury Administrator, Saturday**  
**-Attended in the PIN event at the Delaware County Fairgrounds**

**RESOLUTION NO. 14-1445**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn into Executive Session at 10:18 AM.

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

**RESOLUTION NO. 14-1446**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 10:31 AM.

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

**Recess at 10:32 AM /Reconvene in the field at 1:30PM**

**IN THE FIELD:**  
**1:30 PM VIEWING FOR CONSIDERATION OF THE RIBOV #620 WATERSHED AREA DRAINAGE PETITION**

On December 15, 2014 at 1:30PM in the vicinity of the following, 8907 Todd Street Rd, The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

**Commissioners Present: Ken O'Brien and Gary Merrell**

On September 17, 2014, a drainage petition for the RIBOV #620 watershed was filed with the Board of County Commissioners to:

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1. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

2. In Delaware County, Kingston Township within The Ribov #620 Watershed and generally following, but not limited to the course and termini of the existing improvement.

NOTE: the first hearing on the petition is scheduled for Monday March 9, 2015, at 10:30AM

The Commissioners:

- looked at and followed the proposed replacement tile areas
- early 1900's first project work
- walked property near 9032 Todd street road, following to head-wall;
- viewed outlets; including updated 1980's silver outlet work;
- culverts/surface water; tile/subsurface
- proposed work to maintain area to a good and sufficient outlet
- drove to property at Dale Tree Farm to view back of lateral;
- viewed maps of area
- the infrastructure in this area predates maintenance program.
- tiles and flow may appear to work to some extent; does not mean the system is meeting today's engineering standards
- concerns about clearing trees; how wide of area will be cleared for open ditches and swales
  
- projects since 1998 are automatically placed on County Drainage Maintenance Program
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future
  
- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

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## SIGN-IN SHEET FOR DECEMBER 15, 2014

**1:30PM Viewing For Consideration Of The Ribov #620  
Watershed Drainage Improvement Petition In Kingston  
Township**

NAME	ADDRESS
1 Don Rice	9112 Todd St.
2 Pam Ri	9112 TODD ST
3 Laurel Dale	9481 Killbourne Rd
4 Martin Dale	" " "
5 Stephen L. Sheds	8907 Todd St.
6 Gary Merrell	Commissioner
7 John Mawery	946 Killbourne Rd.
8 Sarah Dimas	101 N. Sandusky St.
9 Jeff Walraven	101 N. Sandusky St.
10 Scott Septu	DELAWARE SWCD
11 Matt Larson	Delaware Swcd
12 Larry Ufferman	" "
13 Gary Schmitt	8883 Killbourne Rd
14 Rick Joyce Bengel	9032 Todd Street Rd
15 Phil O'Brien	101 N. Sandusky St.
16 Ben Bengel	50 Channing St.
17 Larry	
18	

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners