

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 22, 2015**

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

Present:

**Gary Merrell, President
Barb Lewis, Vice President
Ken O'Brien, Commissioner**

RESOLUTION NO. 15-57

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 15, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 15, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 Mrs. Lewis Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-58

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0121 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0121:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0121, Procurement Card Payments in batch number PCAPR0121 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1501370	SUBURBAN NATURAL GAS CO INC	GAS SERVICE - ALUM CREEK	66211904 - 5338	\$ 15,000.00	0001
R1501371	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - OECC	66211903 - 5380	\$ 70,000.00	0001
R1501371	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - ALUM CREEK	66211904 - 5380	\$ 150,000.00	0002
R1501371	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - TARTAN	66211906 - 5380	\$ 3,600.00	0003
R1501371	SANTEK ENVIRONMENTAL INC	SLUDGE DISPOSAL - SCIOTO RESERVE	66211907 - 5380	\$ 7,000.00	0004
R1501375	STATUS CONTROL AND INTEGRATION INC	EQUIPMENT PARTS - OECC	66211903 - 5201	\$ 3,000.00	0001

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R1501375	STATUS CONTROL AND INTEGRATION INC	EQUIPMENT REPAIRS - OECC	66211903 - 5328	\$ 5,000.00	0002
R1501375	STATUS CONTROL AND INTEGRATION INC	EQUIPMENT PARTS - ALUM CREEK	66211904 - 5201	\$ 3,000.00	0003
R1501375	STATUS CONTROL AND INTEGRATION INC	EQUIPMENT REPAIRS - ALUM CREEK	66211904 - 5328	\$ 5,000.00	0004
R1501375	STATUS CONTROL AND INTEGRATION INC	EQUIPMENT PARTS - LOWER SCIOTO	66211905 - 5201	\$ 3,000.00	0005
R1501375	STATUS CONTROL AND INTEGRATION INC	EQUIPMENT REPAIRS - LOWER SCIOTO	66211905 - 5328	\$ 5,000.00	0006
R1501380	GRAINGER INC	OPERATING SUPPLIES - REGIONAL SEWER	66211901 - 5201	\$ 1,000.00	0001
R1501380	GRAINGER INC	PPE - BOOTS AND CLOTHING	66211901 - 5225	\$ 10,000.00	0002
R1501383	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ODOR CONTROL	66211903 - 5290	\$ 150,000.00	0001
R1501383	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ODOR CONTROL	66211904 - 5290	\$ 175,000.00	0002
R1501383	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ODOR CONTROL	66211906 - 5290	\$ 32,000.00	0003
R1501383	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ODOR CONTROL	66211907 - 5290	\$ 15,000.00	0004
R1501383	THATCHER COMPANY OF NEW YORK INC	TRIOXYN - ODOR CONTROL	66211911 - 5290	\$ 25,000.00	0005
R1501384	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE - OECC	66211903 - 5316	\$ 5,200.00	0001
R1501384	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE - ALUM CREEK	66211904 - 5316	\$ 5,200.00	0002

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R1501384	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE - HOOVERWOOD S	66211909 - 5316	\$ 200.00	0003
R1501384	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE - SCIOTO HILLS	66211910 - 5316	\$ 200.00	0004
R1501384	TREASURER,STATE OF OHIO	DISCHARGE PERMIT FEE - BENTTREE	66211908 - 5316	\$ 200.00	0005
R1501384	TREASURER,STATE OF OHIO	SLUDGE FEE - OECC	66211903 - 5316	\$ 2,000.00	0006
R1501384	TREASURER,STATE OF OHIO	SLUDGE FEE - ALUM CREEK	66211904 - 5316	\$ 3,000.00	0007
R1501384	TREASURER,STATE OF OHIO	SLUDGE FEE - HOOVERWOOD S	66211909 - 5316	\$ 100.00	0008
R1501384	TREASURER,STATE OF OHIO	SLUDGE FEE - SCIOTO HILLS	66211910 - 5316	\$ 100.00	0009
R1501384	TREASURER,STATE OF OHIO	SLUDGE FEE - BENTTREE	66211908 - 5316	\$ 100.00	0010
R1501387	STANTEC CONSULTING INC	UPGRADE QUAIL MEADOWS PUMP STATION	66611903 - 5301	\$ 5,269.93	0001
R1501389	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 1,000.00	0001
R1501389	TRACTOR SUPPLY COMPANY	PPE - BOOTS - JACKETS ETC - RSD	66211901 - 5225	\$ 5,000.00	0002
R1501389	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - OECC	66211903 - 5201	\$ 1,000.00	0003
R1501389	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 1,000.00	0004
R1501389	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 500.00	0005
R1501389	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - BENTTREE	66211908 - 5201	\$ 200.00	0006

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R1501389	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - HOOVERWOODS	66211909 - 5201	\$ 150.00	0007
R1501389	TRACTOR SUPPLY COMPANY	OPERATING SUPPLIES - NORTHSTAR	66211911 - 5201	\$ 200.00	0008
R1501391	EMT TRANSPORTATION	EMT TRANSPORTATION	22411601 - 5348	\$ 75,000.00	0001
R1501397	TW TELECOM	PHONE INTERNET - OECC	66211903 - 5330	\$ 6,000.00	0001
R1501397	TW TELECOM	PHONE INTERNET - ALUM CREEK	66211904 - 5330	\$ 6,000.00	0002
R1501403	URS CORPORATION	OECC MCC PROJECT	66711906 - 5301	\$ 151,770.00	0001
R1501412	USA BLUEBOOK	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 2,500.00	0001
R1501412	USA BLUEBOOK	OPERATING SUPPLIES - OECC	66211903 - 5201	\$ 4,000.00	0002
R1501412	USA BLUEBOOK	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 2,500.00	0003
R1501412	USA BLUEBOOK	OPERATING SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 250.00	0004
R1501412	USA BLUEBOOK	OPERATING SUPPLIES - TARTAN	66211906 - 5201	\$ 1,500.00	0005
R1501412	USA BLUEBOOK	CHEMICALS - TARTAN	66211906 - 5290	\$ 500.00	0006
R1501412	USA BLUEBOOK	OPERATING SUPPLIES - SCIOTO RESERVE	66211907 - 5201	\$ 1,500.00	0007
R1501412	USA BLUEBOOK	CHEMICALS - SCIOTO RESERVE	66211907 - 5290	\$ 500.00	0008
R1501412	USA BLUEBOOK	OPERATING SUPPLIES - BENTTREE	66211908 - 5201	\$ 250.00	0009
R1501412	USA BLUEBOOK	CHEMICALS - BENTTREE	66211908 - 5290	\$ 1,000.00	0010
R1501412	USA BLUEBOOK	OPERATING SUPPLIES - HOOVERWOODS	66211909 - 5201	\$ 300.00	0011

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R1501412	USA BLUEBOOK	OPERATING SUPPLIES - SCIOTO HILLS	66211910 - 5201	\$ 700.00	0012
R1501412	USA BLUEBOOK	OPERATING SUPPLIES - NORTHSTAR	66211911 - 5201	\$ 200.00	0013
R1501430	VERIZON	PHONES AND MINOR EQUIPMENT	66211901 - 5201	\$ 1,500.00	0001
R1501430	VERIZON	MIFI SERVICE	66211901 - 5315	\$ 1,200.00	0002
R1501430	VERIZON	CELL PHONE SERVICE	66211901 - 5330	\$ 18,000.00	0003
R1501431	XYLEM WATER SOLUTIONS USA INC	EQUIPMENT PARTS - REBUILD KITS	66211903 - 5201	\$ 15,000.00	0001
R1501431	XYLEM WATER SOLUTIONS USA INC	EQUIPMENT PARTS - REBUILD PARTS	66211904 - 5201	\$ 10,000.00	0002
R1501431	XYLEM WATER SOLUTIONS USA INC	EQUIPMENT PARTS - REBUILD KITS	66211905 - 5201	\$ 4,000.00	0003
R1501447	WESTECH	REPAIR PARTS FO CLARIFIERS - ALUM CREEK	66211904 - 5201	\$ 20,000.00	0001
R1501450	DELAWARE AREA TRANSIT AGENCY	CLIENT TRANSPORTAT ION	22411601 - 5355	\$ 119,394.66	0001
R1501460	VERIZON	TELEPHONE EQUIPMENT	22411604 - 5201	\$ 200.00	0001
R1501460	VERIZON	TELEPHONE SERVICE	22411604 - 5315	\$ 12,000.00	0002
R1501472	ALERE TOXICOLOGY SERVICES	DRUG TEST SUPPLIES	22511607 - 5215	\$ 5,000.00	0001
R1501472	ALERE TOXICOLOGY SERVICES	DRUG SCREENS	22511607 - 5342	\$ 10,000.00	0002
R1501478	KECK PHD,GREGORY C	PROFESSIONA L SVCS.	22511607 - 5350	\$ 20,000.00	0001
R1501484	VARIOUS JFS ADOPTION ASSISTANCE	ADOPTION ASSISTANCE	22511607 - 5350	\$ 25,000.00	0001
R1501486	VARIOUS JFS BOARD AND CARE	BOARD AND CARE	22511607 - 5350	\$ 50,000.00	0001

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R1501491	VARIOUS JFS DAY CARE	DAY CARE	22511607 - 5348	\$ 25,000.00	0001
R1501495	VARIOUS JFS KPI	VARIOUS KPI	22511607 - 5350	\$ 10,000.00	0001
R1501507	SOIL & WATER CONSERVATION DISTRICT	DRAINAGE REVIEW FEES	10011301 - 5301	\$ 8,300.00	0001
R1501516	GOODWILL INDUSTRIES	PROFESSIONAL SERVICES TRAINING	22411601 - 5305	\$ 35,404.39	0001
R1501520	TREASURER STATE OF OHIO BBS	1% RESIDENTIAL AND 3% COMMERCIAL PERMIT FEES	10011301 - 5380	\$ 19,000.00	0001
R1501523	VERIZON	CELLULAR TELEPHONE AND DATA COMMUNICATION	10011301 - 5330	\$ 10,000.00	0001
R1501523	VERIZON	EQUIPMENT	10011301 - 5201	\$ 800.00	0002
R1501532	FEINKNOPF MACIOCE SCHAPPA ARCHITECTS	OURSOURCE PLAN REVIEW SERVICES	10011301 - 5301	\$ 10,000.00	0001
R1501542	OHIO CSEA DIRECTORS ASSOC INC	ANNUAL DUES	23711630 - 5308	\$ 5,185.00	0001
R1501548	BREAKTHROUGH PERFORMANCE GROUP LLC	TUITION FEES BOOKS	22311611 - 5348	\$ 15,000.00	0001
R1501556	COLUMBUS STATE COMMUNITY COLLEGE	TUITION BOOKS FEES	22311611 - 5348	\$ 10,000.00	0001
R1501557	HONDROS COLLEGE	TUITION BOOKS FEES	22311611 - 5348	\$ 10,000.00	0001
R1501558	NEW HORIZONS COMPUTER LEARNING CTR INC	TUITION BOOKS FEES	22311611 - 5348	\$ 40,000.00	0001
R1501559	TRI RIVERS	TUITION BOOKS FEES	22311611 - 5348	\$ 10,000.00	0001
R1501562	TROPHY INDUSTRIAL MAINTENANCE	REPAIR OF BLOWERS - OECC	66211903 - 5328	\$ 5,000.00	0001

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R1501562	TROPHY INDUSTRIAL MAINTENANCE	REPAIR OF BLOWERS - ALUM CREEK	66211904 - 5328	\$ 10,000.00	0002
R1501572	NORTH CENTRAL JOBS FOR OHIO GRADUATES	JOG	22311611 - 5348	\$ 26,043.79	0001
R1501614	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	21411306 - 5720	\$ 4,812.00	0001
R1501614	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	21411306 - 5725	\$ 160,400.00	0002
R1501615	BANK OF NEW YORK MELLON,THE	BOND INTEREST PAYMENTS	50111117 - 5720	\$ 42,800.00	0001
R1501615	BANK OF NEW YORK MELLON,THE	BOND PRINCIPAL PAYMENT	50111117 - 5725	\$ 425,000.00	0002
R1501616	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50111117 - 5720	\$ 556,312.50	0001
R1501616	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50111117 - 5725	\$1,245,000.00	0002
R1501617	BANK OF NEW YORK MELLON,THE	BOND INTEREST PAYMENTS	50211119 - 5720	\$ 243,200.00	0001
R1501617	BANK OF NEW YORK MELLON,THE	BOND PRINCIPAL PAYMENT	50211119 - 5725	\$ 635,000.00	0002
R1501618	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50411121 - 5720	\$ 82,643.00	0001
R1501618	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50411121 - 5725	\$ 109,200.00	0002
R1501619	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	50411121 - 5720	\$ 1,825.02	0001
R1501619	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	50411121 - 5725	\$ 2,180.68	0002
R1501619	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	50811125 - 5720	\$ 1,689.98	0003
R1501619	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	50811125 - 5725	\$ 2,019.32	0004
R1501620	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50511122 - 5720	\$ 372.00	0001

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R1501620	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50511122 - 5725	\$ 9,300.00	0002
R1501620	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50611123 - 5720	\$ 200.00	0003
R1501620	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50611123 - 5725	\$ 5,000.00	0004
R1501620	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50711124 - 5720	\$ 36.00	0005
R1501620	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50711124 - 5725	\$ 900.00	0006
R1501620	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50811125 - 5720	\$ 76,705.00	0007
R1501620	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50811125 - 5725	\$ 99,500.00	0008
R1501636	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50911126 - 5720	\$ 50,017.00	0001
R1501636	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50911126 - 5725	\$ 64,800.00	0002
R1501636	HUNTINGTON BANK	BOND INTEREST PAYMENTS	51011127 - 5720	\$ 228.00	0003
R1501636	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	51011127 - 5725	\$ 5,700.00	0004
R1501636	HUNTINGTON BANK	BOND INTEREST PAYMENTS	51111128 - 5720	\$ 312.00	0005
R1501636	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	51111128 - 5725	\$ 7,800.00	0006
R1501636	HUNTINGTON BANK	BOND INTEREST PAYMENTS	51211129 - 5720	\$ 712.00	0007
R1501636	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	51211129 - 5725	\$ 17,800.00	0008
R1501638	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	51311130 - 5720	\$ 2,061.00	0001
R1501638	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	51311130 - 5725	\$ 22,400.00	0002
R1501638	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	51411131 - 5720	\$ 2,911.16	0003
R1501638	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	51411131 - 5725	\$ 36,100.00	0004
R1501638	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	51511132 - 5720	\$ 185.50	0005

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R1501638	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	51511132 - 5725	\$ 1,700.00	0006
R1501638	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	51611133 - 5720	\$ 590.10	0007
R1501638	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENTS	51611133 - 5725	\$ 4,550.00	0008
R1501639	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	51711134 - 5720	\$ 528.50	0001
R1501639	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	51711134 - 5725	\$ 4,900.00	0002
R1501639	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	51911136 - 5720	\$ 217.78	0003
R1501639	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	51911136 - 5725	\$ 1,989.00	0004
R1501639	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52011138 - 5720	\$ 1,154.70	0005
R1501639	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52011138 - 5725	\$ 7,231.00	0006
R1501639	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52111140 - 5720	\$ 1,910.00	0007
R1501639	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52111140 - 5725	\$ 10,100.00	0008
R1501640	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52211141 - 5720	\$ 4,826.03	0001
R1501640	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52211141 - 5725	\$ 20,700.00	0002
R1501640	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52311142 - 5720	\$ 1,599.11	0003
R1501640	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52311142 - 5725	\$ 6,900.00	0004
R1501640	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52411143 - 5720	\$ 2,243.45	0005

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R1501640	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52411143 - 5725	\$ 9,700.00	0006
R1501640	DELAWARE COUNTY BANK & TRUST CO	BOND INTEREST PAYMENTS	52411143 - 5720	\$ 323.47	0007
R1501640	DELAWARE COUNTY BANK & TRUST CO	BOND PRINCIPAL PAYMENT	52411143 - 5725	\$ 1,400.00	0008
R1501642	US BANK	BOND INTEREST PAYMENTS	66311901 - 5720	\$ 971,975.00	0001
R1501642	US BANK	BOND PRINCIPAL PAYMENT	66311901 - 5725	\$2,090,000.00	0002
R1501642	US BANK	BOND INTEREST PAYMENTS	66311901 - 5720	\$ 423,187.50	0003
R1501642	US BANK	BOND PRINCIPAL PAYMENT	66311901 - 5725	\$ 380,000.00	0004
R1501663	SCHILLING PROPANE SVS	PROPANE FOR MEDIC STATIONS	10011303 - 5338	\$ 10,000.00	0001

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

RESOLUTION NO. 15-59

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The County Administrator is requesting that Commissioner Lewis attend a new member training at CCAO in Columbus, OH from February 8-10, 2015 at the cost of \$125.00 (fund number 10011101).

The Director of the Child Support Enforcement Agency is requesting that Ezekial Keesbury and Debra Benjamin attend a training offered to care managers in Columbus, OH on April 1, 2015 at no cost.

The Interim Directory of Emergency Communications is requesting that Miranda Landis attend a Communications Training Officer 5th Edition online class from March 3-April 7, 2015 at the cost of \$379.00 (fund number 21411306).

The Court of Common Pleas is requesting that Mike Jureko, Scott Ritter, Cara Clark, Erin Rohrer and Kim Wilson attend a Cognitive Behavioral Interventions in Columbus, OH from February 3-5, 2015 at the cost of \$3,750.00 (fund number 25322312).

The County Administrator is requesting that Dawn Huston attend a NPELRA Conference in Savannah, Georgia from March 29-April 1, 2015 at the cost of \$839.00 (fund number 10011108).

The Chief of Emergency Medical Services is requesting that Jen Cochran, Joshua McLaughlin and Brian Russell attend a statistics of EMS/FIRE webinar on January 22, 2015 at the cost of \$37.00 (fund number 10011303).

The County Engineer is requesting that Delaware County Engineer Employees of the Construction Department 29214019 attend various training; official business meetings and continuing education classes and conferences in 2015 at the cost of \$5100.00 (fund number 29214001).

The County Engineer is requesting that Delaware County Engineer Employees of the Map Department 29214018 attend various training; official business meetings and continuing education classes and conferences in 2015 at the cost of \$2600.00 (fund number 29214001).

The County Engineer is requesting that Delaware County Engineer Employees of the Design Department 29214005 attend various training; official business meetings and continuing education classes and conferences in 2015 at the cost of \$12,700.00 (fund number 29214001).

The County Engineer is requesting that Delaware County Engineer Employees of the Administration

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Department 29214001 attend various training; official business meetings and continuing education classes and conferences in 2015 at the cost of \$9400.00 (fund number 29214001).

The County Engineer is requesting that Delaware County Engineer Employees of the Operations Department 29214009 attend various training; official business meetings and continuing education classes and conferences in 2015 at the cost of \$10,500.00 (fund number 29214001).

The County Engineer is requesting that Delaware County Engineer Employees of the Storm water Department 69340407 attend various training; official business meetings and continuing education classes and conferences in 2015 at the cost of \$8600.00 (fund number 29214001).

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

RESOLUTION NO. 15-60

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, JACKSON B. REYNOLDS III, REQUESTING ANNEXATION OF 7.226 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to acknowledge that on January 14, 2015, the Clerk to the Board of Commissioners received an annexation petition request to annex 7.226 acres from Liberty Township to the City of Powell.

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

PRESENTATION

**Shelia Hiddleson, Health Commissioner Delaware General Health District
-Update On The Health District
-Community Health Improvement Plan**

RESOLUTION NO. 15-61

IN THE MATTER OF RECOGNIZING JANUARY 24TH AS ANTI-HUMAN TRAFFICKING DAY IN DELAWARE COUNTY, OHIO:

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

Whereas, human trafficking is a form of modern day slavery and is a crime against humanity that violates the most basic human rights and deprives victims of their freedom; and

Whereas, The Polaris Project, a leader in the fight to eradicate modern slavery, estimates 20.9 million men, women and children are trafficked for commercial sex or forced labor around the world today; and

Whereas, In the State of Ohio the most common age in Ohio for children to become victims of trafficking is 13 years old; and

Whereas, Delaware County social service agencies have provided trauma-informed care directly to over 50 individuals found in or from Delaware County; and

Whereas, The Delaware County Against Human Trafficking Coalition is a cross sector multi-agency effort to combat HT in Delaware County comprised of both concerned citizens and those who represent social services, faith-based, medical and law enforcement organizations focus on providing prevention, education, advocacy and care services.

Now therefore be it resolved, that the Board of Delaware County Commissioners establish January 24th as Anti-Human Trafficking Day in Delaware County, Ohio; this action is taken to focus attention on the continuing issue of human trafficking within our community.

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

RESOLUTION NO. 15-62

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HINKLE REAL ESTATE ADVISORS, INC. FOR REAL ESTATE ACQUISITION SERVICES:

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

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

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services in the state; and

Whereas the County Engineer recommends approval of an agreement with Hinkle Real Estate Advisors, Inc. for real estate acquisition services;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Hinkle Real Estate Advisors, Inc. for Real Estate Acquisitions Services as follows:

DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 22nd day of January, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of Hinkle Real Estate Advisors, Inc. 7140 North High Street, Suite #210, Worthington, Ohio 43085 (“Consultant”).

Section 2 – Contract Administrator

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

Section 3 – Basic Services of Consultant

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

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$10,000 in value;
- B. Value Analysis, for parcels under \$10,000 in value at a rate of \$750 per report.
- C. Value Finding Reports at a rate of \$1,750 per report.
- D. Summary Reports not to exceed \$10,000 per report.
- E. Appraisal Updates billed at 50% of the original appraisal fee unless significant plan changes have occurred.
- F. Value Analysis reviews at \$400 per each.
- G. Parcel Impact Notes at \$125 per each
- H. Value Finding reviews at \$900 per each.
- I. Summary Report reviews at 50% of initial appraisal fee.
- J. Pre-Trial Services including consultation, depositions, interrogatories, trial preparation and court testimony are billed at the rate of \$250 per hour.

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section 3, an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00). Costs will vary depending on actual time required to perform the services requested.
- 4.2 The actual cost plus reimbursable expenses as incurred by the Consultant in the performance of the portion of the work outlined in Section 3 of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Notwithstanding any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$75,000. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2015 or when the amount of \$75,000, as described previously, has been invoiced and paid to the Consultant (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date the County receives the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.
- 5.2 County shall provide all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

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

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

Section 7 – Insurance

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

Section 8 – Indemnification

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

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

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

Section 9 – Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Documents

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

Section 12 – Change of Key Consultant Staff

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

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the

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proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

- 13.2 Independent Contractor: Consultant agrees that he/she/it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Consultant assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified the Consultant as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Consultant or any of Consultant’s employees for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Consultant acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed he/she/it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Consultant agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

- 13.3 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal

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Opportunity and will not discriminate.

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Hinkle Real Estate Advisors, Inc. for Real Estate Acquisition Services

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

RESOLUTION NO. 15-63

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

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

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

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

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

DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 22nd day of January, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of Brian W. Barnes & Co., Inc. 6860 Perimeter Drive, Suite B, Dublin, OH 43016 (“Consultant”).

Section 2 – Contract Administrator

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

Section 3 – Basic Services of Consultant

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

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$10,000 in value;
- B. Value Analysis, for parcels under \$10,000 in value at a rate of \$750 per report.
- C. Value Finding Reports at a rate of \$1,750 per report.
- D. Summary Reports not to exceed \$10,000 per report.
- E. Appraisal Updates billed at 50% of the original appraisal fee unless significant plan changes have occurred.
- F. Value Analysis reviews at \$400 per each.
- G. Parcel Impact Notes at \$125 per each
- H. Value Finding reviews at \$900 per each.
- I. Summary Report reviews at 50% of initial appraisal fee.
- J. Pre-Trial Services including consultation, depositions, interrogatories, trial preparation and court testimony are billed at the rate of \$250 per hour.

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section 3,

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an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00). Costs will vary depending on actual time required to perform the services requested.

- 4.2 The actual cost plus reimbursable expenses as incurred by the Consultant in the performance of the portion of the work outlined in Section 3 of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Notwithstanding any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$75,000. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2015 or when the amount of \$75,000, as described previously, has been invoiced and paid to the Consultant (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date the County receives the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.
- 5.2 County shall provide all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

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

Section 7 – Insurance

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

Section 8 – Indemnification

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

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

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

Section 9 – Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Documents

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

Section 12 – Change of Key Consultant Staff

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

Section 13 – Miscellaneous Terms & Conditions

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

13.2 **Independent Contractor:** Consultant agrees that he/she/it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Consultant assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified the Consultant as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Consultant or any of Consultant's employees for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Consultant acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed he/she/it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Consultant agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

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

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

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

13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No

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

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

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

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

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and Brian W. Barnes & Co., Inc. for Real Estate Acquisition Services

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

RESOLUTION NO. 15-64

IN THE MATTER OF AWARDING THE BID AND APPROVING A CONTRACT WITH J&J SCHLAEGEL, INC. FOR THE PROJECT KNOWN AS DEL-TR67-1.24, BLUE CHURCH ROAD OVER LITTLE WALNUT CREEK:

It was moved by Mr. O'Brien seconded by Mrs. Lewis to approve the following:

**DEL-TR67-1.24, Blue Church Road Over Little Walnut Creek
 Bid Opening of December 9, 2014**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to J&J Schlaegel, Inc., the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with J&J Schlaegel, Inc. for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

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Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and J&J Schlaegel, Inc.. for the project known as DEL-TR67-1.24, Blue Church Road Over Little Walnut Creek as follows:

CONTRACT

THIS AGREEMENT is made this 22nd day of January, 2015 by and between **J&J Schlaegel, Inc., 518 Miami Street, Urbana, Ohio 43078**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“DEL-TR 67-1.24, BLUE CHURCH ROAD OVER LITTLE WALNUT CREEK”** and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Six Hundred Ninety-Nine Thousand Seven Hundred Twenty-Eight Dollars and Twenty-two Cents (\$699,728.22)** subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and J&J Schlaegel, Inc. for the project known as DEL-TR67-1.24, Blue Church Road Over Little Walnut Creek.

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

RESOLUTION NO. 15-65

IN THE MATTER OF AWARDING THE BID AND APPROVING A CONTRACT WITH J&J SCHLAEGEL, INC. FOR THE PROJECT KNOWN AS DEL-CR19-02.30, VANS VALLEY ROAD BRIDGES PROJECT:

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

**DEL-CR19-02.30, Vans Valley Road Bridges Project
Bid Opening of December 9, 2014**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to J&J Schlaegel, Inc., the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with J&J Schlaegel, Inc. for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

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Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and J&J Schlaegel, Inc.. for the project known as DEL-CR19-02.30, Vans Valley Road Bridges Project as follows:

CONTRACT

THIS AGREEMENT is made this 22nd day of January, 2015 by and between **J&J Schlaegel, Inc., 518 Miami Street, Urbana, Ohio 43078**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**DEL-CR 19-02.30, VANS VALLEY ROAD BRIDGES PROJECT**", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Six Hundred Seventy-Three Thousand Thirteen Dollars and Four Cents (\$673,013.04)* subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and J&J Schlaegel, Inc. for the project known as DEL-CR19-02.30, Vans Valley Road Bridges Project.

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

RESOLUTION NO. 15-66

IN THE MATTER OF AWARDING THE BIDS FOR ENGINEERING MATERIALS FOR 2015:

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

**Material Bid Award Recommendations
Bids Opened January 13, 2015**

As a result of the bids opened January 13, 2015 for the following materials to be used during 2015, below are The Engineer's recommendations for bid awards:

Concrete Pipe:

No bids received

Ready Mix Concrete:

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The Engineer recommends that a non-exclusive bid award be made to Hensel Ready Mix, Buckeye Ready Mix and Ellis Brothers Concrete.

Plastic Sewer Pipe:

The Engineer recommends that a non-exclusive bid award be made to ADS, Inc. and Baughman Tile Company.

Guardrail Installation:

The Engineer recommends that a non-exclusive bid award be made to M.P. Dory Company, Lake Erie Construction Company and The Paul Peterson Company.

Stone Aggregate:

The Engineer recommends that a non-exclusive bid award be made to Shelly Materials, Inc. and National Lime & Stone Company.

Tree Clearing:

The Engineer recommends that a non-exclusive bid award be made to Oberlander’s Tree & Landscape, Ltd., Timberland Tree Company and Alpine Tree Service.

Curb and Sidewalk Construction:

The Engineer recommends that a non-exclusive bid award be made to Decker Construction Company, G&G Cement Contractors, Double Z Construction, Strawser Paving and Shelly & Sands.

Bid tabulations for these materials are available for your review.

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

RESOLUTION NO. 15-67

IN THE MATTER OF APPROVING A COOPERATIVE RIGHT-OF-WAY ACQUISITION AND UTILITY RELOCATION AGREEMENT WITH THE CITY OF COLUMBUS FOR IMPROVEMENTS TO SOUTH OLD STATE ROAD:

It was moved by Mr. O’Brien and seconded by Mrs. Lewis to approve the following:

**COOPERATIVE RIGHT-OF-WAY ACQUISITION AND
UTILITY RELOCATION AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
DELAWARE COUNTY, OHIO
FOR
Intersection Improvements – South Old State at Polaris Parkway
DEL-CR10-0.90 (PID 90243)
Columbus Capital Improvement Project No. 530086-100028

Delaware County Capital Improvement Project No. 90243**

This Cooperative Right-of-Way Acquisition and Utility Relocation Agreement (the “Agreement”), made and entered into this 22nd day of January, 2015 (the “Effective Date”), by and between the City of Columbus, Ohio acting through its Director of Public Service, hereinafter designated as COLUMBUS, pursuant to and under the authority of Ordinance No. 2564-2014, passed by the City Council of the City of COLUMBUS, approved by the Mayor of said City, and attested to by the City Clerk on the 21st day of November 2014; and the County of Delaware, Ohio acting through its County Engineer, hereinafter designated as COUNTY, pursuant to and under the authority of Resolution No.15-67, passed by the County Commissioners of Delaware County on the 22nd day of January 2015; together, hereinafter designated “Parties”; and

WHEREAS, the Parties have determined that it would be in the best interests of the COUNTY and COLUMBUS to provide improvements to South Old State Road, hereinafter designated “Improvements” (see Exhibit A for a detailed discussion of the Improvements); and

WHEREAS, the Parties have determined that it would be in the best interests of the COUNTY and COLUMBUS to provide for the efficient and coordinated right-of-way acquisition and utility relocation; and

WHEREAS, the Parties desire to enter into a Cooperative Right-of-Way Acquisition and Utility

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Relocation Agreement to provide for the right-of-way acquisition and utility relocation necessary for the construction of various roadway and associated infrastructure and intersection improvements; and

WHEREAS, the Parties have agreed that the COUNTY shall acquire the right-of-way attributable to the Improvements within the boundaries of the project, hereafter designated "Boundaries" (see Exhibit B for map and project boundaries); and

WHEREAS, the Parties have agreed that the COUNTY shall coordinate utility relocation attributable to the Improvements within the boundaries of the project; and

WHEREAS, the COUNTY has applied for and received federal funding from the Ohio Department of Transportation (ODOT) to partially fund right-of-way acquisition and utility relocation in the COUNTY and COLUMBUS for the project; and

WHEREAS, the Parties have agreed that COLUMBUS shall make payment to the COUNTY for the right-of-way acquisition and utility relocation attributable to the Improvements within the COLUMBUS' corporation limits as outlined in Article II; and

NOW THEREFORE, the Parties covenant, agree, and obligate themselves as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions. Unless otherwise defined herein, words and terms used in this Agreement with initial capital letters shall have the meanings set forth in this Section 1.1.

"*Agreement*" means this Cooperative Right-of-Way Acquisition and Utility Relocation Agreement by and between the COUNTY and COLUMBUS, as duly amended or supplemented from time to time in accordance with its terms.

"*Agreement Term*" means the period commencing with the execution and ending on the Termination Date.

"*Authorized County Representative*" means initially the County Engineer of the COUNTY. The COUNTY may from time to time provide a written certificate to COLUMBUS signed on behalf of the COUNTY by the County Engineer designating an alternative or alternates who shall have the same authority, duties, and powers as the initial Authorized the County Representative.

"*Authorized Columbus Representative*" means initially the Director of the Department of Public Service of Colu4mbus. COLUMBUS may from time to time provide a written certificate to the COUNTY signed on behalf of COLUMBUS by the Director of Public Service designating an alternative or alternates who shall have the same authority, duties, and powers as the initial Authorized Columbus Representative.

"*Event of Default*" means an Event of Default under Section 3.1 of this Agreement.

"*Force Majeure*" means acts of God, fires, epidemics, landslides, floods, strikes, lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents of machinery; transmission piles or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or any cause or event (other than financial inability) not reasonably within the control of the Parties.

"*Notice Address*" means:

(a) As to the COUNTY:

Delaware County
50 Channing Street
Delaware, Ohio 43015
Attention: Robert Riley

(b) As to COLUMBUS:

City of Columbus
Department of Public Service
Office of Support Services
50 W. Gay St. – 5th Floor
Columbus, Ohio 43215
Attn: Contract Manager

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or a different address as to which notice is given pursuant to Section 4.1 of this Agreement.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

“*State*” means the State of Ohio, one of the United States of America.

“*Termination Date*” shall be defined as after all right-of-way attributable to the Improvements within the Boundaries within Columbus’ jurisdiction, as outlined in Article II, has been acquired and all utility relocation is complete, final accounting has occurred, and a refund if necessary, has been given to COLUMBUS or additional payment is made to the COUNTY by COLUMBUS

Section 1.2 Certain Words Used Herein; References. Any reference herein to the COUNTY or COLUMBUS, any members or officers thereof, or other public boards, commissions, departments, institutions, agencies, bodies or other entities, or members or officers thereof, includes without limitation, entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or performing their functions lawfully.

Any reference to sections or provisions of the Constitution of the State, the Act, a section, provision or chapter of the Ohio Revised Code, federal or State laws includes without limitation, that section, provision or chapter, or those laws or regulations, as amended, modified, revised, supplemented or superseded from time to time.

Words of any gender include the correlative words of any other gender. Unless the context indicates otherwise, words importing the singular number import the plural number, and vice versa. The terms “hereof”, “herein”, “hereby”, “hereto”, and “hereunder”, and similar terms, refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

**ARTICLE II
ACQUISITION OF THE RIGHT OF WAY AND UTILITY RELOCATION**

Section 2.1 Funding. COLUMBUS agrees to finance the local share portion of right-of-way acquisition and utility relocation attributable to the Improvements within COLUMBUS’ corporation limits, estimated to be a combined total of \$145,168.60. If the combined total exceeds \$145,168.60, then a written addendum to this Agreement shall be required to increase COLUMBUS’ maximum financial obligation. COLUMBUS’ maximum financial obligation under this Agreement shall be \$145,168.60 unless and until Columbus City Council by ordinance authorizes additional expenditures; the Columbus City Auditor provides a certificate in accordance with Section 159 of the Columbus City Charter; and an amendment of this Agreement is fully executed providing for an increase in the maximum financial obligation of COLUMBUS.

Funding for right-of-way acquisition and utility relocation is estimated to be provided by ODOT and local contributions as follows:

Phase	Estimate	ODOT	COUNTY Local Share	COLUMBUS Local Share
Right-of-Way	\$4,945,795.45	\$3,956,636.36	\$857,187.64	\$131,971.45
Utility Relocation	\$ 494,579.55	\$ 395,663.64	\$ 85,718.76	\$ 13,197.15
Total	\$5,440,375.00	\$4,352,300.00	\$942,906.40	\$145,168.60

If the final cost of one expense (right-of-way acquisition or utility relocation) is less than the estimate provided above and the cost of the other expense is more than the amount above, and the combined total is not exceeded, funding for one expense can be used for the other upon written approval by COLUMBUS.

Section 2.2 Acquisition of Right-of-Way. COLUMBUS and the COUNTY agree that the COUNTY shall be responsible for acquisition of right-of-way within COLUMBUS’ corporation limits and COLUMBUS shall reimburse the COUNTY for the following related to acquisition of right-of-way within COLUMBUS corporation limits.

(a) COLUMBUS covenants and agrees:

- (1) to reimburse for: fees for contracted right-of-way consultants for title searches, appraisal, and negotiations services;
- (2) to compensate property owners for approved payments as set forth in Section 2.2;
- (3) to pay any court costs and judgment for any filed appropriation proceeding, but excluding any costs associated with an abandonment under Ohio R.C. Section 163.21 unless such abandonment has been approved in writing by the Columbus City Attorney.

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- (4) to reimburse the County for any outside attorney fees the County incurs as a result of the County filing any appropriation actions as set forth in section 2.2 (b)(9).

(b) COUNTY covenants and agrees:

- (1) to acquire right-of-way on behalf of COLUMBUS within the COLUMBUS corporation limits associated with the Improvements, “the COLUMBUS Parcels”, in the name of “City of Columbus, Ohio” in accordance with local, state, and federal laws and the procedures set forth in the ODOT Real Estate Manual:

Parcel	Parcel ID No.	Current Owner
21-T	31834103014000	Small Business Park Partnership, an Ohio General Partnership
22-T	31834102013000	The City of Columbus, Ohio
25-WD	31834103013000	Genuine Parts Company, A Georgia Corporation
25-T	31834103013000	Genuine Parts Company, A Georgia Corporation
26-T	31834104001000	Linh V. Truong and Tuyetnhung Nguyen Truong
33-WD	31834108092000	Steve Congrove and Rhonda L. Congrove
33-T	31834108092000	Steve Congrove and Rhonda L. Congrove
34-WD	31834103024000	801 Polaris, LLC, An Ohio Limited Liability Company
34-S	31834103024000	801 Polaris, LLC, An Ohio Limited Liability Company
34-T	31834103024000	801 Polaris, LLC, An Ohio Limited Liability Company
35-WD	31834103011000	Gerardo D. Fantozzi, Successor Trustee of the Gerardo D. Fantozzi 6/21/95 Revocable Trust, As Amended
35-CH	31834103011000	Gerardo D. Fantozzi, Successor Trustee of the Gerardo D. Fantozzi 6/21/95 Revocable Trust, As Amended
35-T	31834103011000	Gerardo D. Fantozzi, Successor Trustee of the Gerardo D. Fantozzi 6/21/95 Revocable Trust, As Amended
36-WD	31834102010000	Investment Links, LLC, An Ohio Limited Liability Company
36-T	31834102010000	Investment Links, LLC, An Ohio Limited Liability Company
37-WD	31834103009003	Clintonville Development, LLC, An Ohio Limited Liability Company
37-T	31834103009003	Clintonville Development, LLC, An Ohio Limited Liability Company
38-WD	31834102006002	Chelsea R. P., LTD., An Ohio Limited Liability Company
38-T	31834102006002	Chelsea R. P., LTD., An Ohio Limited Liability Company
46-WD	31834102006000	Wynstone Development Company, An Ohio General Partnership
46-WD	31834102006000	Wynstone Development Company, An Ohio General Partnership
47-WD	31834103009001	Tatco Polaris, LTD., An Ohio Limited Liability Company
47-SL	31834103009001	Tatco Polaris, LTD., An Ohio Limited Liability Company
47-T	31834103009001	Tatco Polaris, LTD., An Ohio Limited Liability Company
56-WD	31834102006001	Boudreau, Ltd.
56-PRO	31834102006001	Boudreau, Ltd.
56-T	31834102006001	Boudreau, Ltd.

Note: Parcel acquisitions with a “T” designation shall be acquired in the name of the County of Delaware and the cost of the acquisition shall be at the expense of the City of Columbus, Ohio.

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- (2) to provide COLUMBUS a copy of any appraisal reports for COLUMBUS parcels, including review appraisals, within five (5) business days of receipt of a completed review report for a parcel and prior to approval by COUNTY establishing Fair Market Value (FMV);
 - (3) to consult with COLUMBUS' Chief Real Estate Attorney prior to establishing FMV's;
 - (4) to provide COLUMBUS with a copy of each RE-22 establishing FMV for any COLUMBUS parcel within five (5) business days of approval by the COUNTY;
 - (5) to notify COLUMBUS of any costs above the maximum financial obligation of COLUMBUS of \$131,971.45, or as formally amended, and seek agreement for cost increases;
 - (6) after approval by the Chief Real Estate Attorney for COLUMBUS of the form of the deed to any COLUMBUS parcel, to record the deed in the Delaware County Recorder's Office and forward the original recorded instrument to the Chief Real Estate Attorney;
- (7) to acquire any temporary construction easements in the name of "The Delaware County Commissioners" and record the same with the Delaware County Recorder's Office;
- (8) provided COLUMBUS' total right-of-way financial obligation as provided in this Agreement, or as amended, is not exceeded or projected to be exceeded by a proposed settlement, the COUNTY shall have the authority to settle compensation due property owners in an amount exceeding established FMV provided (i) the amount is not more than \$1,000.00, or (2) COUNTY has obtained approval of the proposed settlement amount by the Real Estate Administrator of ODOT District Six. Prior to proposing any offer of settlement in excess of \$1,000.00 to ODOT District Six, the COUNTY will consult with the COLUMBUS Chief Real Estate Attorney;
- (9) in the event that good faith negotiations shall fail and it becomes necessary to file appropriation proceedings under Ohio Revised Code Chapter 163 to obtain title to COLUMBUS Parcels, the COUNTY shall direct its legal counsel to file appropriation proceedings under Ohio Revised Code Chapter 163 to obtain title to COLUMBUS Parcels.

Section 2.3 Utility Relocation. COLUMBUS and the COUNTY agree that the COUNTY shall coordinate utility relocation within COLUMBUS' corporation limits and COLUMBUS shall pay the COUNTY to coordinate its local share for utility relocation costs within its corporation limits necessary for the Improvements.

- (a) COLUMBUS covenants and agrees:
 - (1) to finance its local share of the costs of utility relocation in COLUMBUS' corporate limits;
 - (2) to remit payment to the COUNTY after receipt and approval of invoices;
 - (3) to remit payment to the COUNTY upon execution of amendment(s) to this agreement for agreed upon necessary cost increases.
- (b) The COUNTY covenants and agrees:
 - (1) to notify COLUMBUS of any costs above the maximum financial obligation of COLUMBUS of \$13,197.15, or as formally amended, and seek agreement for cost increases;
 - (2) provide copies of all utility relocation plans, estimates, easements, and calculated funding splits to COLUMBUS prior to authorizing design of utility relocation plans and prior to authorizing construction of utility relocation work;
 - (3) that any construction delay cost caused by delays in utility relocations in either COLUMBUS or the COUNTY shall be at the cost of the COUNTY.

SECTION 2.4 Reimbursements. Reimbursement to the COUNTY shall be made after receipt and approval of invoices from the COUNTY which invoices shall contain the project name, project manager's name, any previous invoiced amounts, calculation of funding split percentages, and the total amount due. Right-of-way acquisition invoices shall include an itemized list of expenses paid per parcel and utility relocation invoices shall be the final invoice from the utility, not an estimate. Invoices shall be sent at no less than monthly intervals. Invoices shall be mailed to:

City of Columbus

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Department of Public Service
Office of Support Services
50 W. Gay St. – 5th Floor
Columbus, Ohio 43215
Attn: Mark William

**ARTICLE III
EVENTS OF DEFAULT AND REMEDIES**

Section 3.1 Events of Default and Remedies.

(a) Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party hereto, or any successor to such Party, such party of successor shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the Party asserting default or breach may institute such proceedings at law or in equity as may be necessary or desirable in its opinion to remedy such default or breach.

(b) Notwithstanding the preceding paragraph, if by reason of Force Majeure any Party fails in the observance or performance of any of its agreements, duties, or obligations to be observed or performed under this Agreement, the Party shall not be deemed to be in default under this agreement. The Party will give notice promptly to the others of any event of Force Majeure and will use its best efforts to remedy that event with all reasonable dispatch; provided that a Party will not be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of any opposing Person, when in that Party's judgment, that course would be unfavorable to it; and no suspension will constitute an Event of Default if that suspension is a result of the application of federal or State wage, price or economic stabilization controls, cost containment requirements, restrictions on rates or charges, which prevents the Party from observing and performing the applicable covenant, agreement or obligation.

- (a) The declaration of an Event of Default hereunder and the exercise of rights, remedies and powers upon the declaration are subject to any application limitations of federal or bankruptcy law affecting or precluding the declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 3.2 No Remedy Exclusive. Unless provided expressly otherwise herein, no right, remedy, and power conferred upon or reserved to either Party under this Agreement is intended to be exclusive of any other available right, remedy or power, but each right, remedy and power shall be cumulative and concurrent and shall be in addition to every other right, remedy and power available under this Agreement or existing at law, in equity or by statute or otherwise now or hereafter.

No exercise, beginning of the exercise, or partial exercise by either Party of any one or more rights, remedies or powers preclude the simultaneous or later exercise by that Party of any or all rights, remedies or powers. No delay or omission in the exercise of any right, remedy or power accruing upon any Event of Default hereunder shall impair that or any other right, remedy or power of shall be construed to constitute a waiver of any Event of Default hereunder, but any right, remedy or power may be exercised from time to time and as often as may be deemed to be expedient.

Section 3.3 No Additional Waiver Implied by One Waiver. In the event that any covenant, agreement or obligation under this Agreement shall be breached by either COLUMBUS or the COUNTY and the breach shall have been waived thereafter by COLUMBUS or the COUNTY, as the case may be, the waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other or any subsequent breach thereafter.

No failure by either Party to insist upon the strict observance or performance by the other Party of any covenant, agreement, or obligation under this Agreement and no failure to exercise any right, remedy or power consequent upon a breach thereof, shall constitute a waiver of any right to strict observance or performance or a waiver of any breach. No express waiver shall be deemed to apply to any other breach or to any existing or subsequent right to remedy the breach.

Section 3.4 Provisions Subject to Applicable Law. All rights, remedies, and powers hereunder may be exercised only to the extent permitted by applicable law. Those rights, remedies, and power are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered, or filed under any applicable law.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 Notices. Except as otherwise specifically set forth in this Agreement, any notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery

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service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. A duplicate copy of each notice, certificate, request or other communication given hereunder to the COUNTY or COLUMBUS shall be given also to the others. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificate, requests, or other communications shall be sent.

Section 4.2 Extent of Provisions Regarding the COUNTY and COLUMBUS; No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of the COUNTY or COLUMBUS in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving the COUNTY's or COLUMBUS' participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 4.3 Liability. Provided not otherwise immune, each party agrees to be responsible for any negligent acts or omissions by or through itself or its officials, officers, agents, employees, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this agreement shall impute or transfer any such responsibility from one party to another party.

Section 4.4 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns.

The Parties will observe and perform faithfully at all times all covenants, agreements, and obligations under this Agreement.

Section 4.5 Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- (a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- (b) the illegality or invalidity or any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and
- (c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 4.6 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 4.7 Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question between the COUNTY, its agents and employees, and COLUMBUS, its agents and employees, arising out of or relating to this Agreement or its breach will be decided in court of competent jurisdiction with the County of Delaware within the State of Ohio.

Section 4.8 Survival of Representations and Warranties. All representations and warranties of COLUMBUS and the COUNTY in this Agreement shall survive the execution and delivery of this Agreement.

Section 4.9 Dispute Resolution. In the event a dispute arises regarding any terms and conditions contained in this Agreement, which is not an Event of Default under Article IV, notification of such dispute shall be sent to a designated representative of the COUNTY or COLUMBUS, in writing. In such notification, the disputing party shall present such evidence as may support its position. Within ten (10) calendar days of receipt of the notification, the designated representatives shall review the facts and circumstances surrounding the dispute for the purpose of determination. If the designated representatives cannot come to agreement on the dispute, each Party may seek any remedies available to it.

SECTION 4.10 Attachments.

- Exhibit A – Scope of Improvements
- Exhibit B – Map of Boundaries
- Exhibit C – Agreement between the COUNTY and ODOT for the Improvements
- Exhibit D – Agreement between the COUNTY and their real estate acquisition consultant

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EXHIBIT A – SCOPE OF IMPROVEMENTS

The purpose of this project is to widen and reconstruct 2.08 miles of South Old State Road to a five lane section with associated turn lanes between a point approximately 1,300 feet south of Polaris Parkway to a point approximately 1,500 feet north of Orange Road. The project will incorporate new pavement, curb, sidewalk, shared use path, drainage, lighting, and traffic signals.

EXHIBIT B – MAP – (copy available for review at the Commissioners’ Office until no longer of administrative value)

EXHIBIT C – AGREEMENT BETWEEN THE COUNTY AND ODOT – copy available in the Commissioners’ Journal as approved by Resolution No. 14-655

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

RESOLUTION NO. 15-68

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

It was moved by Mr. O’Brien, seconded by Mrs. Lewis 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
U15-001	Team Fishel	Perry Road @ Home Road	Test bore Perry Road
U15-002	Consolidated Electric	Various locations throughout County	Provide single customer service
U15-003	Consolidated Electric	Benedict Road	Replace/move poles
U15-004	Frontier Communications	Various locations throughout County	Provide single customer service
U15-005	American Electric Power	Worthington Road	Relocate poles

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

RESOLUTION NO. 15-69

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Office of Adult Court Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the State of Ohio’s cooperative purchasing program.

NOW, THEREFORE, BE IT RESOLVED BY the Board of County Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Office of Adult Court Services, being required to facilitate mandatory field supervision of defendant’s placed on Community Control.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2015 Ford Explorer AWD for \$29,998.00.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with the

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State of Ohio’s cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901514, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$29,998.00 from org key 41711436-5450 to Lebanon Ford in Centerville, Ohio.

Section 5. This Resolution shall take immediate effect upon passage.

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

DISCUSSION

**Cindi Blair, Insurance Risk & Wellness Delaware County HR
-Discussion On Delaware County’s Wellness Program**

RESOLUTION NO. 15-70

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Administrative Services recommends the hiring of Daniel James as Assistant Dog Warden at the Dog Shelter; effective January 24, 2015.

Therefore Be it Resolved, the Board of Commissioner approve the hiring of Daniel James as Assistant Dog Warden at the Dog Shelter; effective January 24, 2015.

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

RESOLUTION NO. 15-71

**IN THE MATTER OF APPROVING AN AMENDMENT TO THE CONTRACT WITH
WAGWORKS FOR THE HEALTH CARE FLEXIBLE SPENDING ACCOUNT:**

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

The Director of Administrative Services recommends an amendment to the contract with Wageworks to reflect changes to the Internal Revenue Code (IRC) Section 125(i), as amended by the ACA to increase our Healthcare Flexible Spending Account maximum to \$2550 per year, from \$2500 in 2014.

Therefore Be it Resolved, the Board of Commissioner approve an amendment to the contract with Wageworks to reflect changes to the Internal Revenue Code (IRC) Section 125(i), as amended by the ACA to increase our Healthcare Flexible Spending Account maximum to \$2550 per year, from \$2500 in 2014.

HEALTH CARE FLEXIBLE SPENDING ACCOUNT AMENDMENT

**ARTICLE I
PREAMBLE**

1 Adoption and effective date of amendment. The Employer adopts this Amendment to the Delaware County Flexible Spending Account Plan for Health Care to reflect changes to Internal Revenue Code (IRC) Section 125(i), as amended by the Affordable Care Act (ACA). The sponsor intends this Amendment as good faith compliance with the requirements of this provision. This Amendment shall be effective on or after the date the Employer elects in Section 2.1 below.

1.2 Supersession of inconsistent provisions. This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

**ARTICLE II
LIMITATION ON ALLOCATIONS**

2.1 Effective Date. This Amendment is effective as of January 1, 2015 (first day of the plan year).

2.2 Limitation on Allocations. Notwithstanding any provision contained in this Health Care Flexible Spending Account to the contrary, the maximum annual contribution amount that may be allocated to the Health Care Flexible Spending Account Benefit may not exceed the lesser of the Participant’s salary reduction elected for the plan year or \$2,500, as indexed, plus any Employer contributions that may be made. (The \$2,500 amount will be indexed each year, \$2,550 in 2015, to reflect any anticipated cost of living adjustments as assigned by the IRS.)

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This Amendment has been executed this 22nd day of January 2015. Name of Employer: Delaware County

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Delaware County (the Employer) hereby certifies that the following resolutions were duly adopted by Employer on January 22, 2015 (date), and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the Amendment to the Delaware County Flexible Spending Account Plan for Health Care (the Amendment) is hereby approved and adopted, and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

**SUMMARY OF MATERIAL MODIFICATIONS (SMM)
For the Plan)**

(1) General. This is a Summary of Material Modifications regarding the above referenced Plan ("Plan"). This Summary of Material Modifications supplements and amends the Summary Plan Description (SPD) previously provided to you. You should retain this document with your copy of the SPD.

(2) Identification of Employer. The legal name, address and Federal Employer Identification number of the Employer are:

Employer name: _____

EIN: _____

Employer street address: _____

Employer city, state and zip code: _____

FOR CAFETERIA PLANS:

(3) Description of Modifications. The Employer has amended your Plan effective January 22, 2015. Subsequent plan years will reflect the IRS cost-of-living adjustment indexed amount.

If you have any questions regarding the application of this provision to you, contact your Plan Administrator.

BENEFITS

Annual Health Care Spending Account Amount. The maximum annual contribution amount that may be allocated to your Health Care Flexible Spending Account Benefit may not exceed the lesser of your salary reduction (contribution) elected for the year or \$2,500, as indexed, plus any Employer contributions that may be made. (The \$2,500 amount will be indexed each year, \$2,550 in 2015) to reflect any anticipated cost of living adjustments as assigned by the IRS.)

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

RESOLUTION NO. 15-72 WAS TABLED UNTIL MONDAY, JANUARY 26, 2015; BY UNANIMOUS CONSENT

IN THE MATTER OF DECLARING COUNTY MONEYS AVAILABLE FOR LONG-TERM INVESTMENT

ADMINISTRATOR REPORTS

Tim Hansley, County Administrator

-Concerning the discussion a couple of weeks ago about Farmland Preservation we will work on a date for a Work Session to further discuss the issues.

Commissioner Merrell brought to attention an email about the Code Compliance department and their fees not being enough to subsidize that department. It was decided a work session would be best to bring everyone up to speed on current fees and costs of running Code Compliance.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Attended the Martin Luther King, Jr. breakfast. Very nice turnout.

Commissioner O'Brien

-Attended and participated in a COYC meeting. The trustees unanimously voted Natalie Landon as the new Superintendent.

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Commissioner Merrell

- Attended the Ohio Wesleyan’s Community Day this past Saturday. Spoke during half-time of the girl’s basketball game.
- Attended graduation day of the Drug Court held in Judge Krueger’s court room. Very impressed by the ceremony and commitment of the recipients
- Attended the Strand Board meeting. The main auditorium is closed as the new seats are being installed.

RESOLUTION NO. 15-73

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 15-74

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 12:13 PM.

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

RECESS UNTIL 2:00 PM

RESOLUTION NO. 15-75

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

It was moved by Mr. O’Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 2:03 PM.

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

RESOLUTION NO. 15-76

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IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 3:19 PM.

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

RESOLUTION NO. 15-77

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

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

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

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

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

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

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

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

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

RESOLUTION NO. 15-78

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 3:44 PM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

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Barb Lewis

Jennifer Walraven, Clerk to the Commissioners