

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 2, 2015

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

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

**RESOLUTION NO. 15-229**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 26, 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 February 26, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RETIREMENT RECOGNITION, BARB MINNICK**

**RESOLUTION NO. 15-230**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0227:**

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0227 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
<b>PO' Increase</b>				
PNC Bank	Procurement Card Environmental Services	66211904-5300	\$ 10,000.00	
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
<b>- SERVICE AND CHARGES</b>				
R1502399	COMMISSION ON ACCREDITATION OF AMBULANCE	3-YEAR APPLICATION FOR CAAS ACCREDITATION	10011303-5316	\$8,500.00
R1502400	SKILLPATH SEMINARS	LEADERSHIP CONFERENCE FOR CAPTAINS	10011303-5305	\$6,400.00
R1502401	LEO MEYERS UNIFORMS INC	UNIFORM PURCHASES EMS	10011303-5225	\$25,000.00
R1502413	DANS CARPET & LAMINATES	CHANNING ST - CARPET REPLACEMENT BALANCE	40111402-5410	\$17,493.63
R1502425	BLUES AUTO SERVICE INC	REPAIR 21-7	60111901-5370	\$7,213.69

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

**RESOLUTION NO. 15-231**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Record's Center, HR Department and Commissioners' Office is requesting that Sharon Cremer, Megan Henry, Alison Miller, Sharrie Doubikin, Jenny Downey, Dana Bushong, Diana Durfey-Coy, and Janette Adkins attend a IAAP Lunch Meeting in Delaware, Ohio April 22, 2015, at the cost of \$75.00 (10011139).

Environmental Services is requesting that Nick Eichensehr and Jason Watts attend a Thermography

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Certification Seminar in Columbus, Ohio on March 10-13, 2015 at a total cost of \$3,390.00 from org key 66211901-5305.

Environmental Services is requesting that Ken Rosenbaum, John Feightner, Mark Chandler, Matt Ice and Kevin Brutchey attend the Alloway Bioassay Workshop in Marion, Ohio on March 11, 2015 at a total cost of \$159.00 from org key 66211901-5305.

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

**RESOLUTION NO. 15-232**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM ALUM CREEK FOOD & DELI, INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Troy Township Trustees that Alum Creek Food & Deli, Inc. has requested a new C1, C2 permit located at 2319 US 23N, Troy Twp., Delaware, OH 43015 and

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

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

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

**RESOLUTION NO. 15-233**

**IN THE MATTER OF ACCEPTING THE AWARD OF ADDITIONAL SUBGRANT FUNDS FOR THE JUSTICE REINVESTMENT GRANT FOR DELAWARE COUNTY AND APPROVING THE SUPPLEMENTAL APPROPRIATIONS:**

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

WHEREAS, with Resolution No. 14-1056, The Board Accepted The Award Of A Justice Reinvestment Grant For Delaware County; and

WHEREAS, the Grant provides funding to various criminal justice offices and agencies within Delaware County; and

WHEREAS, Delaware County had the opportunity to apply for and was awarded additional subgrant funds;

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

Section 1. The Board hereby accepts the award of the additional \$37,500.00 subgrant funds.

Section 2. The Board approves supplemental appropriations for \$37,500 for the JRI grant to 25322312- 5342.

**SUBAWARD AGREEMENT  
BETWEEN THE CENTER FOR EFFECTIVE PUBLIC POLICY AND  
DELAWARE COUNTY, OHIO  
December 23, 2014— September 30, 2015**

Insofar as the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) has approved a request for a grant adjustment (GAN #018) to permit the Center for Effective Public Policy (the Center) to make an award of supplemental funds in the amount of \$37,500 to Delaware County, Ohio (the Subcontractor), the Center hereby amends the subaward granted to the Subcontractor under the Criminal Justice Improvement and Recidivism Reduction through State, Local and Tribal Justice Reinvestment: Category 3: Local and Tribal Justice Reinvestment Program Implementation, Cooperative Agreement #2010-RR-BX-K069. The subaward is revised as follows, effective December 23, 2014:

Section 2. Scope of Work: In accordance with the attached request, supplemental funding will be used to expedite the completion of drug and alcohol assessments for cases presented for adjudication in the Operating a Vehicle While Impaired (OVI) Court involving lower level felonies and the creation of probation violation options. Funds will be used to conduct 150 assessments at \$250 per assessment.

Section 4. Subaward Amount: The Center will provide the Subcontractor with additional funds in the amount of \$37,500, increasing the total amount available to the Subcontractor under this subaward to \$306,935.

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

RESOLUTION NO. 15-234

IN THE MATTER OF APPROVING THE IMPROVEMENT PLAN FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER (OECC) MOTOR CONTROL CENTERS (MCCS) UPGRADE:

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

Whereas, the Director of Environmental Services recommends approval of the Improvement Plan for the Olentangy Environmental Control Center (OECC) Motor Control Centers (MCCs) Upgrade.

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the Improvements Plan for the Olentangy Environmental Control Center (OECC) Motor Control Centers (MCCs) Upgrade.

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

RESOLUTION NO. 15-235

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLAN FOR GANZHORN SUITES:

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

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Ganzhorn Suites for submittal to the Ohio EPA for their approval;

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Ganzhorn Suites for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 15-236

RESOLUTION FOR ACCEPTING SANITARY EASEMENTS FROM GANZHORN REAL ESTATE OF POWELL, LLC AND THE WEDGEWOOD PROFESSIONAL VILLAGE CONDOMINIUM ASSOCIATION:

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

WHEREAS, sanitary easements are required to be granted to the Board of County Commissioners "The Board" from Ganzhorn Real Estate of Powell, LLC and also The Wedgewood Professional Village Condominium Association as part of the Ganzhorn Suites development within the City of Powell,

NOW, THEREFORE, BE IT RESOLVED that the Board hereby accepts the sanitary easements granted by Ganzhorn Real Estate of Powell, LLC and The Wedgewood Professional Village Condominium Association.

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

RESOLUTION NO. 15-237

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR VILLAGE AT BALE KENYON PHASE 6:

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

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

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for Village at Bale Kenyon Phase 6:

Village at Bale Kenyon Phase 6

**SUBDIVIDER'S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 2nd day of March, 2015 by and between VILLAGE COMMUNITIES herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the Village At Bale Kenyon (Phase 6) Sanitary Sewer Improvement Plan (a component of the Sanitary Sewer Improvement Plan for Village at Bale Kenyon Phase 2-6) and its corresponding subdivision plat or condominium amendment on said development parcel filed or to be filed

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with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **46** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat(s) or Condominium Amendment(s) are recorded. If the final Subdivision Plat(s) or Condominium Amendment(s), along with corresponding sanitary sewer easements for the development are not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public IMPROVEMENTS shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Village At Bale Kenyon (Phase 6) Sanitary Sewer Improvement Plan (a component of the Sanitary Sewer Improvement Plan for Village at Bale Kenyon Phase 2-6) all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said IMPROVEMENTS.

The SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$50,145.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

Notwithstanding any other provision of this Agreement, the COUNTY shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY's sole discretion.

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

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

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (**\$1,755.08**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$4,275.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

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

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

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

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

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

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

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

The SUBDIVIDER shall within thirty (30) days following completion of construction of each Section/Phase/Part and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost. Construction costs shall be separated for each individual Section/Phase/Part that is submitted for final acceptance.

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

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

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

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

**RESOLUTION NO. 15-238**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR NORTH FARMS SECTION 1:**

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

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

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for North Farms Section 1:

**North Farms Section 1**

**SUBDIVIDER'S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 2nd day of March, 2015 by and between **Rockford Homes**, herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **North Farms Section 1** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **31** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **North Farms Section 1**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

**OPTIONS:**

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$663,620.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 1 for this project.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS. Notwithstanding any other provision of this Amendment, the COUNTY shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY's sole discretion.

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

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions

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and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review of **North Farms Section 1 (\$23,226.70)**. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$56,475.00** estimated to be necessary to pay the cost of inspection for **North Farms Section 1** by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$1200.00 or less, as a result of charges against the same at the rate of:

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

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

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. Any sanitary easements shown on the approved construction plans that are provided for future sanitary sewer shall also be permanent, exclusive sanitary easements and shall be recorded at the Delaware County Recorder's office.

The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted by the SANITARY ENGINEER.

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

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

1. "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on

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reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.

2. An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
3. an itemized statement showing the cost of IMPROVEMENTS
4. an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
5. documentation showing the required sanitary sewer easements

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

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

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

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

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

**RESOLUTION NO. 15-239**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR KINSALE VILLAGE PHASE 3; KINSALE VILLAGE PHASE 4 AND VILLAS AT TUSSIC:**

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

Whereas, the construction of new sanitary sewers at the Kinsale Village Phase 3; Kinsale Village Phase 4 and Villas at Tussic have been completed to meet sewer district requirements; and

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

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

<b>Kinsale Village Phase 3</b>	458' of 8- inch sewer	\$13,081.56
	2 ea.-manholes	\$3,292.50
<b>Kinsale Village Phase 4</b>	705' of 8- inch sewer	\$25,082.04
	2 ea- manholes	\$3,292.50
<b>Villas at Tussic</b>	2019' of 8- inch sewer	\$217,625.60
	11 ea- manholes	\$33,407.00

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

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

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

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



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**RESOLUTION NO. 15-240**

**IN THE MATTER OF APPROVING CHANGE ORDER NO.5 WITH MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY DCES 14-03:**

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

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

Whereas, the contractor must provide and install additional lightning protection system components that are needed in order to bring the facility up to current UL-96A Lightning Protection Code; and

Whereas, there is an increase of \$5,892.60 in the Contract Sum; and

Whereas, the Contract Time will not change; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 5.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 5 for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility and authorize the Sanitary Engineer to sign the Change Order document.

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

**RESOLUTION NO. 15-241**

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 6 WITH MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY DCES 14-03:**

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

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

Whereas, the contractor must access and install spray foam insulation to cover the wall above the bay window in the Administration Building Conference Room (increase \$4,600); and

Whereas, the contractor must reimburse the County for a County truck tire damaged by construction debris (decrease \$172.62); and

Whereas, the contractor must reimburse the County for fixing construction-related damage to the nonpotable waterline in the Post treatment Building (decrease \$192.48); and

Whereas, there is a total increase of \$4,234.90 in the Contract Sum; and

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

Whereas, the Contract Time will be increased by seven (7) working days; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 6.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 6 for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility and authorize the Sanitary Engineer to sign the Change Order document.

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

**RESOLUTION 15-242**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND KOORSEN FIRE & SECURITY FOR REGIONAL SEWER DISTRICT FIRE PROTECTION SERVICES:**

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

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

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with Koorsen Fire & Security for the Regional Sewer District Fire Protection Services.

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**DIVISION OF ENVIRONMENTAL SERVICES  
REGIONAL SEWER DISTRICT  
FIRE PROTECTION SERVICES CONTRACT**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 2nd day of March, 2015 by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Koorsen Fire & Security 727 Manor Park Dr. Columbus, Oh 43228 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

**Section 2 – Contract Administrator**

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

**Section 3 – Scope of Services (Work)**

Contractor agrees to furnish, unto the County, contract services in accordance with the Scope of Services attached hereto (Exhibit “A”) and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Section 4 – Compensation**

The County and Contractor agree that labor rates detailed in (Exhibit “A”) will be used to invoice the County for all services performed. The Contractor agrees that the above referenced invoices shall be supplied to the Regional Sewer District within ten (10) calendar days after the completion of the work. The submitted invoices shall be sufficiently detailed as required by the County. The County shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not exceed \$4,222.00 annually in billable services to the County without prior written authorization from the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

**Requests for Additional Work and Parts outside the Scope of Services (Work)**

The County and Contractor acknowledge that additional labor and parts may be required outside the Scope of Services in order to replace fire protection system equipment. Upon completion of the inspection, any and all requests for Additional Work and Parts shall be made by the Contractor by submitting a quotation to the County within ten (10) calendar days. The County agrees that equipment parts required for repair of the fire protection system equipment outside the scope shall be provided by the Contractor, the cost of which shall be presented to the County by submitted quotation prior to commencing any Additional Work. Additional Work and Parts shall not commence until approved in writing by the County.

The Contractor agrees that invoices for approved Additional Work and parts shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the Additional Work. The County shall not be responsible for expenses attributable to the errors or neglect of the Contractor.

**Section 5 – Payment**

Compensation shall be paid based on invoices in accordance with the Proposal. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Term**

This Agreement shall be in effect upon execution of this Agreement, extending three (3) years, ending on December 31<sup>st</sup> 2017.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.

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- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability and Warranties

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

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

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

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

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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11.8 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

11.9 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.

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

**Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Koorsen Protection Services, Inc. in the amount of \$4,222.00 from org key 66211901-5345.

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

**RESOLUTION NO. 15-243**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FLOWLINE, LLC FOR REGIONAL SEWER DISTRICT COLLECTION SYSTEM EMERGENCY SERVICES:**

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

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

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following Agreement with Flowline, LLC for Regional Sewer District Collection System Emergency Services.

**DIVISION OF ENVIRONMENTAL SERVICES**  
**REGIONAL SEWER DISTRICT**  
**COLLECTION SYSTEM EMERGENCY SERVICES CONTRACT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 2nd day of March, 2015 by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Flowline LLC, 3800 Lockbourne Road, Columbus, Ohio 43207 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as

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Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, emergency services in accordance with the Scope of Services attached hereto (Exhibit “A”) and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 – Compensation

The Board and Contractor agree that labor and equipment rates detailed in (Exhibit “B”) will be used to invoice the County for all work performed through December 31<sup>st</sup> 2015. All work shall be billed using the actual time and materials accrued as the basis of payment. Contractor agrees that a maximum multiplier of 1.15 will be used to establish billable values for any material or subcontractor required to perform the work as directed by the County. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not equal or exceed \$40,000.00 annually in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

Section 5 – Payment

Compensation shall be paid based on invoices in accordance with the Proposal. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of this Agreement until December 31<sup>ST</sup> 2015 or until the services have been completed, whichever occurs first.

Section 7 – Insurance

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

Section 8 – Liability and Warranties

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

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

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Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

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

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 11.9 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

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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.

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

**Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Flowline, LLC in the total amount of \$40,000 from org key 66211901-5328.

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

**RESOLUTION NO. 15-244**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MASI ENVIRONMENTAL LABS FOR THE NORTHSTAR GROUNDWATER MONITOR SAMPLING:**

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

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

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following Agreement with MASI Environmental Labs for the Northstar Groundwater Monitor Sampling.

**SERVICES CONTRACT  
Northstar Groundwater Monitor Sampling**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 2nd day of March, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and MASI Environmental Labs, 7940 Memorial Drive, Plain City, Ohio 43064 ("Contractor") (hereinafter collectively referred to as the "Parties").

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Project Specifications and Project Quote dated January 23, 2015 ("Exhibit A"), by this reference hereby made part of this Agreement. Contractor further agrees to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

The County shall pay the Contractor for the services provided in the total sum of Four Thousand Eight Hundred Eighty-Nine Dollars and Forty (\$4,889.40).

The fees specified above shall constitute full compensation for field service, payroll burden, general and administrative overhead, profit, travel, equipment, and materials, on-site testing, electronic reporting, and lab analysis necessary to complete the tasks as set forth in the Project Specifications. Resampling and/ or contingency costs shall be invoiced at the quote listed in "Exhibit A" if authorized by the County.

Section 5 – Payment

Compensation shall be paid based on invoices in accordance with the Proposal. Invoices shall be submitted to the

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Administrator by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Term**

This Agreement shall be in effect upon execution of this Agreement until December 31, 2015 or until the services have been completed, whichever occurs first.

**Section 7 – Insurance**

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

**Section 8 – Liability and Warranties**

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

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

**Section 9 – Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work**

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

**Section 11 – Miscellaneous Terms & Conditions**

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the



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State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

- 11.9 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.
- 11.10 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

**Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with MASI Inc. in the total amount of \$4,889.40 from org key 66211911-5301.

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

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**RESOLUTION NO. 15-245**

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

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

The Director of Job and Family Services recommends accepting the resignation of Tanya Hollen as a Social Services Supervisor, with the JFS Department; effective February 13, 2015;

Therefore Be It resolved, that the Board of Commissioners accept the resignation of Tanya Hollen as a Social Services Supervisor, with the JFS Department; effective February 13, 2015.

The Director of the Child Support Enforcement Agency is recommending the acceptance of the transfer of Aaron Howard, Case Manager from CESA, to Adult Court Services; effective March 9, 2015;

Therefore Be It resolved, that the Board of Commissioners accept the transfer of Aaron Howard, Case Manager from CESA, to Adult Court Services; effective March 9, 2015.

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

**RESOLUTION NO. 15-246**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS:**

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

<b>Supplemental Appropriations</b>						
50911126-5375	BR Olentangy Crossings TIF/Election & Settlement Services					500.00

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

**ADMINISTRATOR REPORTS**

**Tim Hansley**  
-No reports

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**  
-Met with Regional Planning Committee on Thursday evening; went well

**Commissioner Lewis**  
-Along with County Administrator Hansley, met with the BIA to discuss concerns on the planning process

**Commissioner Merrell**  
-No reports

**RESOLUTION NO. 15-247**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn into Executive Session at 10:00AM.

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

**RESOLUTION NO. 15-248**

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

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:25AM.

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

There being no further business, the meeting adjourned.

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Gary Merrell

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Ken O'Brien

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Barb Lewis

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Jennifer Walraven, Clerk to the Commissioners