

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 9, 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

10:30 AM Public Hearing For Consideration Of The Ribov #620 Watershed Drainage Improvement Petition

RESOLUTION NO. 15-263

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 5, 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 March 5, 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

RESOLUTION NO. 15-264

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0306:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0306 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Meade Construction	Alum Creek Roof Replacement	66611904-5410	\$ 5,892.60
Meade Construction	Alum Creek Roof Replacement	66611904-5410	\$ 4,234.90

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1502113	SHERIFF'S OFFICE	CSEA CONTRACT	23711630 - 5360	\$ 83,335.38	0001
R1502201	SHERIFF'S OFFICE	CSEA CONTRACT	10011102 - 5360	\$ 42,930.35	0001
R1501955	JUVENILE COURT	CSEA CONTRACT	23711630 - 5360	\$ 216,061.59	0001
R1501910	JUVENILE COURT	CSEA CONTRACT	10011102 - 5360	\$ 11,304.46	0001
R1502524	EXIT CERTIFIED CORP	TUITION FEES For Job And Family Program FOR IT COURSES	22311611 - 5348	\$ 8,400.00	0001

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

RESOLUTION NO. 15-265

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Chief of Emergency Services is requesting that Lt. Melanie Moore attend a NDMS Fundamentals

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Training in Anniston, Alabama from March 29-April 4, 2015 at no cost.

Environmental Services is requesting that Brian Keener attend the OTCO Wastewater Workshop in Worthington, Ohio on April 7, 2015 at a cost of \$170.00 from org key 66211901-5305.

Environmental Services is requesting that Cory Smith, Chad Kidd and Walt Thompson attend the OTCO Wastewater Workshop in Worthington, Ohio on April 8, 2015 at a total cost of \$510.00 from org key 66211901-5305.

Environmental Services is requesting that William Brutchey, James Carey, John Darrough, Mark Hobler, Stephen Rossette, Todd Ward and Marshall Yarnell attend the OTCO Wastewater Workshop in Worthington, Ohio on April 7-8, 2015 at a total cost of \$2,240.00 from org key 66211901-5305.

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

**RESOLUTION NO. 15-266**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SANCTUARY AT THE LAKES SECTION 2, PART 2:**

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

Whereas M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision ("Plat") for Sanctuary at the Lakes Section 2, Part 2, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on January 9, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on January 9, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on January 29, 2015, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on January 30, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on February 27, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Sanctuary at the Lakes Section 2, Part 2.

**Sanctuary at the Lakes Section 2, Part 2**

Situated in the Township of Orange, County of Delaware, State of Ohio, and being a part of Farm Lot 1, Quarter Township 1, Township 3 North, Range 18 West, Orange Township, United States Military Lands, and being 1.252 acres out of a 92.165 acre parcel as conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Vol. 1217, Pages 1335-1340, all references to records being on file in the Office of the Recorder, Delaware County, Ohio. Cost: \$9.

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

**RESOLUTION NO. 15-267**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR OLD HARBOR ESTATES SECTION 1:**

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

Whereas Old Harbor Estates, LLC has submitted the Plat of Subdivision ("Plat") for Old Harbor Estates Section 1, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on December 18, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on December 19, 2014; and

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Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on February 2, 2015, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on February 3, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on February 28, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Old Harbor Estates Section 1.

**Old Harbor Estates Section 1**

Situate in the State of Ohio, County of Delaware and Township of Berlin, lying in Farm Lot 2 and 3, and Section 4, Township 4, Range 18, United States Military District and being all of a 10.574 acre tract, conveyed to Carl Gioffre, by Deed of Record in Official Record 169, Page 251, and all that remains of a 40 acre tract conveyed to Arthur Rollin Kiser, by Deed of Record in Deed Book 562, Page 655, All records herein are from the Recorder’s Office in Delaware County, Ohio. Cost: \$123.

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

**RESOLUTION NO. 15-268**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR OLD HARBOR ESTATES SECTION 1:**

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

WHEREAS, on March 9, 2015, a Ditch Maintenance Petition for Old Harbor Estates Section 1 was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Old Harbor Estates Section 1 located off of South Old State Road in Berlin Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$195,248.77 for the benefit of the lots being created in this subdivision. Forty-one lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$4,762.17 per lot. An annual maintenance fee equal to 2% of this basis (\$95.24) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$3,904.98 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

**RESOLUTION NO. 15-269**

**IN THE MATTER OF APPROVING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN**

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**THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DLZ OHIO, INC. FOR  
CONSTRUCTION MONITORING, MATERIAL TESTING AND ENGINEERING SERVICES FOR  
THE 2015 AND 2016 CONSTRUCTION SEASON:**

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

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and DLZ Ohio, Inc. for Construction Monitoring, Material Testing and Engineering Services;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Professional services Contract is hereby approved:

**PROFESSIONAL SERVICES CONTRACT**

**Construction Monitoring, Material Testing and Engineering Services**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 9<sup>th</sup> day of March, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of **DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229** (“Consultant”)

**Section 2 – Contract Administrator**

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

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

Consultant agrees to furnish, unto the County, professional Construction Monitoring, Material Testing and Engineering Services for the 2015 and 2016 construction season, including the work specifically itemized in **Construction Inspection Contract Unit Prices (EXHIBIT A)** by this reference hereby made part of this Contract, Consultant further agrees to perform said work promptly, in a skillful and competent manner in accordance with the standards applicable to this work, and under the direction of the Delaware County Engineer.

**Section 4 – Compensation**

Payment shall be based on a Fee Proposal submitted by the Consultant as **Construction Inspection Unit Prices (EXHIBIT A)**, by this reference made a part of this contract, to be paid to the Consultant as specified hereinafter for an amount not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000) over the two year period..

**Section 5 – Payment**

Compensation shall be paid based on work performed by Consultant and verified by the Delaware County Engineer, made no more than once per month. Estimates shall be submitted by the Consultant, on company letterhead clearly listing the words “Invoice # \_\_” and shall be subject to review and approval by the County Engineer. Consultant shall not commence any task listed in the Fee Proposal until authorization for such work is provided by the County.

**Section 6 – Completion of Work, Delays and Extensions**

All work associated with the Contract, in accordance with Section 3 above, shall be through December 31, 2015.

**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 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance

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required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

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

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

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

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

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

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

**Section 12 – Change of Key Consultant Staff**

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

**Section 13 – Miscellaneous Terms & Conditions**

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Independent Contractor:** The Parties acknowledge and agree that 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. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such

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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.

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

**RESOLUTION NO. 15-270**

**IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2015 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2016:**

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to accept the 2015 Drainage Maintenance Inspection Report and establish percentage of maintenance assessments for 2016 as follows:

**Drainage Maintenance Inspection Report for 2015  
2015 Drainage Maintenance Inspection Report**

General Information

- 1. Name and number of group
- 2. Type of group:    O = Open Ditch    T = Tile            ST = Storm Tile  
                          B = Basin            SW = Swale    W/W = Waterway  
                          S/D = Surface Drain
- 3. Balance Money as of December 31, 2014

Proposed Work

- 1. Brush and cattails need sprayed.
- 2. Fertilizer and seeding is needed.

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3. Pipe is needed.
4. Cost of project to do work.
5. Assessment column has percent to be collected for 2016 and projected income for 2015 and 2016.

**JOINT COUNTY PROJECTS – 2016 COLLECTIONS**

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	10%	Delaware / Marion
Carter Joint County	9%	Delaware / Marion
Cook Joint County	35%	Delaware / Licking
Coomer #435 Main	1.5%	Delaware / Morrow
Coomer #435 Lateral A	1.5%	Delaware / Morrow
Darst Joint County	5%	Delaware / Marion
DeGood	30%	Delaware / Union
Pumphrey Joint County	10%	Delaware / Morrow
Tartan Field Jt. Co.8,9,10,11	1.5%	Delaware/Union

**TRI-COUNTY PROJECTS – 2015 COLLECTIONS**

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Randall Howison Tri County	9%	Delaware / Marion / Union
Vote on Motion	Mrs. Lewis      Aye	Mr. Merrell      Aye      Mr. O'Brien      Aye

**RESOLUTION NO. 15-271**

**IN THE MATTER OF APPROVING BID SPECS AND BID OPENING DATE AND TIME FOR LEASE OF DELAWARE COUNTY FARM LAND:**

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

WHEREAS, as the lease with the tenants at 1740 Lewis Center Road, Lewis Center, Ohio ("Property") has ended, in order to keep the CAUV status for said Property, the Engineer recommends that the land be leased for agriculture purposes only; and

WHEREAS, it is recommended by the Engineer to advertise the following for the lease of said Property.

Now, Therefore Be It Resolved, that the Board of Delaware County Commissioners approve the following:

**LEGAL NOTICE  
LEASE OF DELAWARE COUNTY FARM LAND  
1740 Lewis Center Rd  
Lewis Center, Ohio 43035-8238**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware Ohio 43015 until **10:00 am on Monday, March 23, 2015**, at which time they will be opened and publicly read aloud for the cash lease of farmland owned by the Delaware County Board of Commissioners located at 1740 Lewis Center Road, Lewis Center, Ohio 43035

There will be 11.13 acres of cropland as denoted by the ASC Maps to be offered for rent for one (1) crop season from May 1, 2015, with options to renew for three (3) additional one (1) year terms. Payment of one half of annual rent shall be made on or before April 15 with remaining one half the annual rent to be paid by November 15 of each crop season. The notice of intent to exercise the options to extend the lease for a one year period is to be submitted in writing to The Delaware County Board of Commissioners, c/o Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, Attn: Stephen Smith, by November 1<sup>st</sup> preceding the crop year for the extension. Said lease shall be for the purpose of use of land for crop purposes and does not provide for use of buildings, utilities or pasturing livestock.

Bid blanks may be obtained online at <http://www.co.delaware.oh.us> under the heading "Bids and Notices", from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids), or from the Delaware County Engineers Office at 50 Channing Street, Delaware, Ohio 43015 during normal business hours.

All bids shall be sealed and plainly marked "Sealed Bid for Farmland Cash Lease". A cash lease will be entered into according to the discretion of the Board of Commissioners. The Commissioners reserve the right to reject any and all bids, and to waive any irregularities or informalities in each. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read aloud.

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BID BLANK

I, \_\_\_\_\_, hereby agree to enter into a cash lease with the Delaware County Board of Commissioners for the rental of 11.13 acres more or less of farmland at 1740 Lewis Center Road, Lewis Center, Ohio 43035 My maximum offer is the rate of \$ \_\_\_\_\_ per acre for a crop year period.

I further understand that the cash lease will be offered to the bidder with the highest maximum rate per acre at the rate of \$1.00 per acre over the second highest rate per acre. For example, if Bidder #1 is at the rate of \$240/acre and Bidder #2 is at the rate of \$235/acre, the cash lease will be to Bidder #1 at the rate of \$236/acre. In the event of a tie, the Board’s representative will negotiate with all parties submitting the highest rate per acre and only one cash lease will be awarded.

\_\_\_\_\_  
Name/Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Email

Submit Bid Blank in a sealed envelope marked “Sealed Bid for Farmland Cash Lease” to:

Delaware County Engineer  
50 Channing Street  
Delaware, OH 43015  
Attn: Stephen Smith  
Land Acquisition Coordinator

Bids will be opened and publicly read on: **Monday, March 23, 2015 at 10:00 a.m.** No bids will be received, opened, or considered after this time **CASH LEASE**

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

1. This lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and \_\_\_\_\_, tenant.
2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio, 11.13 acres situated in the Township of Orange, County of Delaware and State of Ohio. Being a part of Farm Lot 17, Section 2, Township 3, Range 18, and further described as Cropland of Transfer Station Farm except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2015 crop year beginning on the 1<sup>st</sup> day of May, 2015, at 12:00 p.m. (noon) and ending on December 31, 2015, or ten days after the crops are removed, whichever comes first.

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

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

SECTION III. PAYMENT OF RENT

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

One half of the annual rent shall be due and payable at the Delaware County Engineer’s Office 50 Channing St Delaware, Ohio 43015 Attn: Stephen Smith on or before April 15, 2015; the remaining one-half of the annual rent is due and payable on or before November 15, 2015 for the crop year. Rent for any renewal period will be due in the same manner for the year the lease is renewed.

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



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**SECTION IV. LANDLORD CONTRIBUTION**

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

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

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

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

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

**SECTION VII. RIGHT OF ENTRY**

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

**SECTION VIII. HEIRS AND SUCCESSORS**

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

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

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

**SECTION X. SUBLEASING**

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

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

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

**SECTION XII. ADDITIONAL FEATURES**

The tenant agrees to allow access for the application of treated sludge from the Olentangy Waste Water

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

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

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

**SECTION XIII. MISCELLANEOUS TERMS**

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

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

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

- a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
- b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.

3. **Severability:** If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.

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

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

**RESOLUTION NO. 15-272**

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

It was moved by Mrs. Lewis, seconded by Mr. O'Brien 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
U15-014	Time Warner Cable	North 3 B's & K, starting 1,150' North of St. Rt. 37 and continuing a distance of 977'.	Bury Cable
U15-015	Time Warner Cable	Center Village Rd, starting 913' East of St. Rt. 605 and continuing a distance of 560'.	Bury Cable

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

RESOLUTION NO. 15-273

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT TO UNITED WAY OF DELAWARE COUNTY WOMEN'S LEADERSHIP NETWORK FOR DELAWARE COUNTY JUVENILE COURT:

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

Grant: MOMS Program  
Source: United Way of Delaware  
Grant Period: 7-1-15 thru 6-30-16

Grant Amount: \$2200.00  
Local Match: 0  
Total: \$2200.00

This grant pays for incentives and program supplies for the MOMS program.

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

RESOLUTION NO. 15-274

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR OLENTANGY FALLS EAST SECTION 1:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following sanitary sewer construction plans for Olentangy Falls East Section 1 for submittal to the Ohio EPA for their approval.

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

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

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

RESOLUTION 15-275

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND KOMLINE-SANDERSON ENGINEERING CORP. FOR THE ALUM CREEK WATER RECLAMATION FACILITY SLUDGE BELT PRESS INSPECTION SERVICE:

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 Komline-Sanderson Engineering Corp. for the Alum Creek Water Reclamation Facility Sludge Belt Press Inspection Services.

DIVISION OF ENVIRONMENTAL SERVICES  
REGIONAL SEWER DISTRICT  
ALUM CREEK WATER RECLAMATION FACILITY  
SLUDGE BELT PRESS INSPECTION SERVICE CONTRACT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 9th day of March, 2105 by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Komline-Sanderson Engineering Corp. 12 Holland Ave. Peapack, New Jersey 07977 (“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)

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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 Contractor agrees that invoices for the Scope of Services in Section 3 of this agreement shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. 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 \$6000.00 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 contract until July 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.

**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

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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 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**

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**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.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Komline-Sanderson Engineering Corp. in the total amount of \$6,000.00 from org key 66211904-5301.

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

**RESOLUTION NO. 15-276**

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH WINELCO, INC. TO CONSTRUCT THE QUAIL MEADOWS PUMP STATION IMPROVEMENTS:**

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

WHEREAS, sealed bids for the Quail Meadows Pump Station Improvements were received by the County of Delaware, Ohio at the Office of the Board of County Commissioners at 2:00 o'clock PM local time on January 23, 2015 and

WHEREAS, three (3) bids were received. The lowest bid received was from WINELCO, Inc. for \$182,900.00; and

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Agreement with WINELCO, Inc. for the Quail Meadows Pump Station Improvements and authorize the Sanitary Engineer to issue the NOTICE TO PROCEED.

**AGREEMENT  
BETWEEN THE DELAWARE COUNY BOARD OF COMMISSIONERS AND WINELCO, INC.  
FOR THE QUAIL MEADOWS PUMP STATION IMPROVEMENTS**

THIS AGREEMENT is by and between DELAWARE COUNTY BOARD OF COMMISSIONERS

(Owner) and WINELCO, INC.

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

**1.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Structural and electrical improvements to existing pump station.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: QUAIL MEADOWS PUMP STATION IMPROVEMENTS.

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by: Stantec Consulting Services, Inc., 1500 Lake Shore Drive, Columbus, Ohio 43204.

**ARTICLE 4 - CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

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4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$300.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. For all Work a Lump Sum of:

<u>ONE HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED DOLLARS</u>	(\$182,900.00)
(words)	(numerals)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by the Resident Project Representative and processed by Engineer as provided in the General Conditions.

6.02 Progress Payments

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All retainage moneys as provided in Article 14 of the General Conditions shall be placed in an interest bearing account.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### ARTICLE 9 - CONTRACT DOCUMENTS

##### 9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement
  2. Bid Guaranty and Contract Bond
  3. General Conditions
  4. Supplementary Conditions
  5. Plans.
  6. Addenda.
  7. Exhibits to this Agreement:
    - a. Contractor's Bid
    - b. Experience Record
    - c. Corporate Resolution
    - d. Non-Collusion Affidavit
    - e. Personal Property & Real Estate Tax Affidavit
    - f. Certification/Affidavit in Compliance with O.R.C. Section 3517.13
    - g. Contractor Equal Employment Opportunity Certification
    - h. List of Interested Principals
    - i. Notice of Award



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j. List of Subcontractors

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9. This Agreement, along with all contract documents, constitutes the complete, entire and fully integrated agreement between the parties.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

#### ARTICLE 10 - MISCELLANEOUS

##### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- B. 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 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 enclosed certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13". Failure to complete and submit 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.

##### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

##### 10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

##### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

##### 10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on March 9, 2015 (which is the Effective Date of the Agreement).

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Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with WINELCO, Inc. in the total amount of \$182,900.00 from org key 66611903-5450.

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

**RESOLUTION NO. 15-577**

**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. O'Brien 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 Division of Environmental Services to expend county monies for the purchase of five new vehicles; and

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

WHEREAS, the vehicles are 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 five new vehicles for use by the Sewer District, being required to replace existing vehicles and accommodate new employees of the Sewer District.

Section 2. The Board hereby declares that the make and model of one such vehicle is a 2015 GMC Sierra 2500HD 4WD Extended Cab Short Bed for \$29,187.50 and hereby approves a purchase order request for a total of \$29,187.50 from org key 66211901 – 5450 to Bob Ross Buick Inc. in Centerville, Ohio.

Section 3. The Board hereby declares that the make and model of one such vehicle is a 2015 GMC Sierra 2500HD 4WD Extended Cab Long Bed for \$29,382.50 and hereby approves a purchase order request for a total of \$29,382.50 from org key 66211901 – 5450 to Bob Ross Buick Inc. in Centerville, Ohio.

Section 4. The Board hereby declares that the make and model of one such vehicle is a 2015 GMC Sierra 3500 4WD Crew Cab with Utility Body for \$47,088.50 and hereby approves a purchase order request for a total of \$47,088.50 from org key 66211901 – 5450 to Bob Ross Buick Inc. in Centerville, Ohio.

Section 5. The Board hereby declares that the make and model of two such vehicles are a 2015 Ford F-150 4WD Super Cab Short Bed for \$25,736.77 each and hereby approves a purchase order request for a total of \$51,473.54 from org key 66211902 – 5450 to Middletown Ford, Inc. in Middletown, Ohio.

Section 6. The Board hereby declares that the purchase or lease of said vehicles will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS903615, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 7. This Resolution shall take immediate effect upon passage.

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

**ADMINISTRATOR REPORTS**

**Tim Hansley**  
-No reports

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Lewis**  
-No reports

**Commissioner O'Brien**  
-No reports

**Commissioner Merrell**  
-The Board has received a request for a joint meeting with the City of Delaware on the evening of April 6, 2015. The Board will report back to Administrator Hansley as their availability.

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**RESOLUTION NO. 15-278**

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

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn into Executive Session at 9:50 AM.

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

**RESOLUTION NO. 15-279**

**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 10:11 AM.

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

**RECESS UNTIL 10:30 AM**

**RESOLUTION NO. 15-280**

**10:30AM - PUBLIC HEARING FOR CONSIDERATION OF THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY STEPHEN L. SHEETS AND OTHERS:**

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to open the hearing at 10:30 AM.

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

**RESOLUTION NO. 15-281**

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

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

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

**RESOLUTION NO. 15-282**

**IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE RIBOV #620 WATERSHED DRAINAGE PETITION PROJECT, SETTING THE DATE, TIME, AND PLACE FOR AN ADDITIONAL VIEW THEREON, AND ADJOURNING THE DATE OF THE FIRST HEARING THEREON:**

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Stephen L. Sheets and Others, filed a petition with the Clerk of the Board of Commissioners on September 17, 2014, in favor of certain improvements to the Ribov #620 Watershed (the "Petition"); and

WHEREAS, the Kingston Township Board of Trustees, was not a petitioner, and

WHEREAS, on March 9, 2015 before the end of the first hearing on the petition, the Kingston Township Board of Trustees, filed an Application for Amendment of the petition to include improvements to the East Lateral of Main "A" of the Ribov #620 ditch, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, pursuant to section 6131.10 of the Ohio Revised Code, the Board of Commissioners shall view a lateral upon application if the application is filed after the date of the initial view;

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

Section 1. The Application for Amendment of the Petition is hereby allowed, pursuant to section 6131.05 of the Ohio Revised Code.

Section 2. The Board hereby sets the date, time, and place to view the East Lateral of Main "A" of the

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Ribov #620 ditch as April 13, 2015, at 1:30 PM, at 8907 Todd Street Road, Sunbury, Ohio 43074.

Section 3. The Board hereby adjourns the first hearing on the Petition until Thursday, April 30, 2015, at 9:45 AM, to allow the additional view to be conducted and the engineer to prepare a revised preliminary report.

(Application is available in the Commissioner's Office until no longer of Administrative Value).

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

There being no further business, the meeting adjourned.

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Gary Merrell

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

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Barb Lewis

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Jennifer Walraven, Clerk to the Commissioners