

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

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

Present:
Gary Merrell, President
Barb Lewis, Vice President

RESOLUTION NO. 15-817

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 9, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 9, 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 Mrs. Lewis Aye Mr. Merrell Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-818

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0710:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0710 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
- SERVICE AND CHARGES				
R1503892	PHYSIO CONTROL INC	3 YEAR UPDATE	10011303-5325	44114.54
R1504132	EARTH SPIRITS NET INC	ACCESSORIES FOR PATROL BIKE	10011303-5201	3913.94
R1504132	EARTH SPIRITS NET INC	(6) PATROL BIKES	10011303-5201	1734.00

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-819

IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT WITH TRUCCO CONSTRUCTION COMPANY, INC. FOR SAWMILL PARKWAY EXTENSION, PHASES A-F:

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

SAWMILL PARKWAY EXTENSION, PHASES A-F
BID OPENING OF JUNE 30, 2015

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Trucco Construction Company, Inc., the low bidder for the project known as Sawmill Parkway Extension, Phases A-F. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with Trucco Construction Company, Inc. for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Trucco Construction Company, Inc. for the project known as Sawmill Parkway Extension, Phases A-F as follows.

CONTRACT

THIS AGREEMENT is made this 13th day of July, 2015 by and between **Trucco Construction Company, Inc., 3531 Airport Road, Delaware, Ohio 43015**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**Sawmill Parkway Extension, Phases A-F**", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Thirty Million Four Hundred Thirty-Three Thousand Six Hundred Seventy-Six Dollars and Forty-Two Cents (\$30,433,676.42)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-820

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR THE HEATHERS AT GOLF VILLAGE NORTH SECTION 1

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

Whereas, The Engineer recommends approving the Owner’s Agreement For The Heather’s at Golf Village North Section 1.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement For The Heather’s at Golf Village North Section 1.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

THIS AGREEMENT, executed on this 13th day of July, 2015 between **PULTE HOMES OF OHIO, LLC**, hereinafter called **'OWNER'** and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **THE HEATHERS AT GOLF VILLAGE NORTH SECTION 1**, further identified as Project Number 13036 is governed by the following considerations to wit:

Said **OWNER** 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, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY-SIX THOUSAND DOLLARS (\$66,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

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

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$1,657,800
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 165,780
INSPECTION FEE DEPOSIT	\$ 66,000

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-821

IN THE MATTER OF ACCEPTING ROADS, RELEASING SURETY AND APPROVING RECOMMENDED SPEED LIMITS IN NELSON FARMS SECTION 2, PHASE A:

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

Whereas, as the result of a recent field review, the Delaware County Engineer (Engineer) has determined that the roadway within Nelson Farms Section 2, Phase A subdivision have been constructed in accordance with the approved plans; and

Whereas, the Engineer recommends that the roadway within Nelson Farms Section 2, Phase A be accepted into the public system as follows:

- **Forestview Lane**, to be known as **Township Road Number 1637**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the Bond being held as maintenance surety to the owner, Nelson Farms Associates.

Now, Therefore, Be It Resolved by the Board of Commissioners of Delaware County, Ohio that:

Section 1: The Board hereby accepts the roadways constructed for the subdivision known as Nelson Farms Section 2, Phase A into the public roadway system; and

Section 2: The Board hereby approves the establishment of 25 mile per hour speed limits throughout the subdivision known as Nelson Farms Section 2, Phase A; and

Section 3: The Board gives the Engineer approval to return the Bond being held as maintenance surety to the owner of the subdivision known as Nelson Farms Section 2, Phase A, Nelson Farms Associates.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-822

IN THE MATTER OF ESTABLISHING STOP CONDITIONS IN NELSON FARMS SECTION 2, PHASE A:

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

Whereas, the Delaware County Engineer requests that the following stop conditions be established at the following roadways within the subdivision known as Nelson Farms Section 2, Phase A:

- On Township Road Number 1637, Forestview Lane, at its intersection with Township Road Number 1606, Shale Run Drive

Now, Therefore Be It Resolved that the Delaware County Board of Commissioners hereby establishes stop conditions within the subdivision known as Nelson Farms Section 2, Phase A.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

RESOLUTION NO. 15-823

IN THE MATTER OF ACCEPTING ROADS, RELEASING SURETY AND APPROVING RECOMMENDED SPEED LIMITS IN TRAIL’S END SECTION 1:

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

Whereas, as the result of a recent field review, the Delaware County Engineer (Engineer) has determined that the roadways within Trail’s End Section 1 subdivision have been constructed in accordance with the approved plans; and

Whereas, the Engineer recommends that the roadways within Trail’s End Section 1 be accepted into the public system as follows:

- **Cellar Lane**, to be known as **Township Road Number 1633**
- **Rissler Lane**, to be known as **Township Road Number 1634**
- **Guilford Road**, to be known as **Township Road Number 1635**
- **Kearney Way**, to be known as **Township Road Number 1636**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the Letter of Credit being held as maintenance surety to the owner, Edwards Land Development Company.

Now, Therefore, Be It Resolved by the Board of Commissioners of Delaware County, Ohio that:

Section 1: The Board hereby accepts the roadways constructed for the subdivision known as Trail’s End Section 1 into the public roadway system; and

Section 2: The Board hereby approves the establishment of 25 mile per hour speed limits throughout the subdivision known as Trail’s End Section 1; and

Section 3: The Board gives the Engineer approval to return the Letter of Credit being held as maintenance surety to the owner of the subdivision known as Trail’s End Section 1, Edwards Land Development Company.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-824

IN THE MATTER OF ESTABLISHING STOP CONDITIONS IN TRAIL’S END SECTION 1:

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

Whereas, the Delaware County Engineer requests that the following stop conditions be established at the following roadways within the subdivision known as Trail’s End Section 1:

- On Township Road Number 1633, Cellar Lane, at its intersection with State Route 315
- On Township Road Number 1633, Cellar Lane, at its intersection with Township Road Number 1634, Rissler Lane
- On Township Road Number 1634, Rissler Lane, at its intersection with Township Road Number 1633, Cellar Lane
- On Township Road Number 1635, Guilford Road, at its intersection with Township Road Number 1633, Cellar Lane
- On Township Road Number 1636, Kearney Way, at its intersection with Township Road Number 1635, Guilford Road

Now, Therefore Be It Resolved that the Delaware County Board of Commissioners hereby establishes stop conditions within the subdivision known as Trail’s End Section 1.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-825

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RETURNING THE CONSTRUCTION BOND TO THE OWNER FOR ALUM CROSSING SECTION 2, PHASE B, PART 2:

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

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

WHEREAS, the roadway construction has been completed for the Alum Crossing Section 2, Phase B, Part 2 subdivision; and

WHEREAS, as a result of recent field review, the Delaware County Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one-year maintenance period; and

WHEREAS, in accordance with the Owner's Agreement, the Engineer recommends that the maintenance bond be set at \$38,140, which is ten percent of the original construction estimate, and that the project be placed on the required one-year maintenance period; and

WHEREAS, the Owner has submitted a maintenance bond meeting all requirements; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the owner, Rockford Homes;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing a maintenance bond for the Alum Crossing Section 2, Phase B, Part 2 subdivision in the amount of \$38,140, and returning the construction bond for Alum Crossing Section 2, Phase B, Part 2 to the owner, Rockford Homes.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-826 was not utilized

RESOLUTION NO. 15-827

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN DONALD L. & DOLLIE CONRAD AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR14-3.17, E. POWELL ROAD WIDENING:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Donald L. & Dollie Conrad for the project known as DEL-CR14-3.17, E. Powell Road Widening.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Donald L. & Dollie Conrad for the project known as DEL-CR14-3.17, E. Powell Road Widening as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 13th day of July 2015, Donald L. & Dollie Conrad, whose address is 3622 E. Powell Road, Lewis Center, Ohio 43035, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
177-WD, 177-CH and 177-T - DEL-CR14-3.17, E. Powell Road Widening

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of One Thousand Eight Hundred Five Dollars (\$1,805.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-828

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN BEN H. PRICE AND THE BOARD OF DELAWARE COUNTY COMISSIONERS FOR DEL-CR14-3.17, E. POWELL ROAD WIDENING:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Ben H. Price for the project known as DEL-CR14-3.17, E. Powell Road Widening.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Ben H. Price for the project known as DEL-CR14-3.17, E. Powell Road Widening as follows:

CONTRACT OF SALE AND PURCHASE

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 13th day of July 2015, Ben H. Price, whose address is 3655 E. Powell Road, Lewis Center, Ohio 43035, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
180-WD and 180-T – DEL-CR14-3.17, E. Powell Road Widening

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

18. PURCHASER promises and agrees to pay to the SELLER the total sum of One Thousand Three Hundred Dollars (\$1,300) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
- (F) All title, rights, and interest in and to the PROPERTY; and,
 - (G) For damages to any residual lands of the SELLER; and,
 - (H) For SELLER's covenants herein; and,
 - (I) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (J) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

19. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
20. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
21. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
22. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
23. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
24. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

25. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
26. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
27. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

28. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
29. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
30. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
31. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
32. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

- 33. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
- 34. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-829

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN DAVID J. & PHYLLIS L. HESS AND THE BOARD OF DELAWARE COUNTY COMISSIONERS FOR DEL-CR14-3.17, E. POWELL ROAD WIDENING:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with David J. & Phyllis L. Hess for the project known as DEL-CR14-3.17, E. Powell Road Widening.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with David J. & Phyllis L. Hess for the project known as DEL-CR14-3.17, E. Powell Road Widening as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 13th day of July, 2015, David J. & Phyllis L. Hess, whose address is 3660 E. Powell Road, Lewis Center, Ohio 43035, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
182-WD, 182-CH-1, 182-CH-2, 182-CH-3, 182-T-1 and 182-T-2
DEL-CR14-3.17, E. Powell Road Widening

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

- 35. PURCHASER promises and agrees to pay to the SELLER the total sum of Three Thousand Eight Hundred Six Dollars (\$3,806.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (K) All title, rights, and interest in and to the PROPERTY; and,
 - (L) For damages to any residual lands of the SELLER; and,
 - (M) For SELLER’s covenants herein; and,
 - (N) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (O) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

- 36. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

37. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
38. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
39. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
40. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
41. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
42. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
43. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
44. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

45. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

- 46. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER’s heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
- 47. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
- 48. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 49. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 50. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
- 51. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-830

IN THE MATTER OF APPROVING A SECOND EXTENSION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY; THE SHERIFF OF DELAWARE COUNTY AND THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD FOR A MENTAL HEALTH CLINICIAN:

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

Whereas, the Sheriff and Office Staff recommend approval of the second extension of the Memorandum Of Understanding Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County And The Delaware-Morrow Mental Health & Recovery Services Board For A Mental Health Clinician;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the second extension of the Memorandum Of Understanding Between The Board Of Commissioners Of Delaware County; The Sheriff Of Delaware County And The Delaware-Morrow Mental Health & Recovery Services Board For A Mental Health Clinician:

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

**Second Extension of Memorandum of Understanding
Between the Delaware-Morrow Mental Health & Recovery Services Board and the
Sheriff of Delaware County, Ohio, For a Mental Health Clinician
FY 2016**

This **Second Extension of Memorandum of Understanding** is entered into between the Delaware-Morrow Mental Health & Recovery Services Board (the "Board") and the Sheriff of Delaware County, Ohio (the "Sheriff").

Whereas, the parties previously entered into a Memorandum of Understanding ("MOU") effective March 10, 2014, regarding the securing and funding of a position for a mental health professional to provide mental health services to persons incarcerated at the Delaware County Jail, which MOU was extended for the period July 1, 2014 to June 30, 2015 and,

Whereas, the parties desire to extend the MOU for an additional term of one year upon its expiration on June 30, 2015 upon the terms and conditions set forth herein.

Now Therefore, the parties agree:

1. **Memorandum Term.** The MOU is hereby extended following its expiration on June 30, 2015 for an additional term of one (1) year commencing on July 1, 2015 and continuing to June 30, 2016 (the Board's FY 2016). Attached hereto as Exhibit "A" and incorporated herein is a copy of the Memorandum of Understanding currently in effect for the term July 1, 2014 through June 30, 2015.
2. **Financial Contributions.** The Board is responsible for making payment to Maryhaven in the amount of \$77,000, to cover the professional and administrative costs for the mental health professional position to be staffed by Maryhaven during the term of this extension. The Sheriff agrees to reimburse the Board for 20% of this cost in the amount of \$15,400. Attached hereto as Exhibit "B" is the Budget for the mental health professional position for FY 2016.
3. **Obligations of the Parties.** The parties agree to continue to provide the support and services as set forth in the MOU and such other services as they mutually agree will enhance the provision of mental health services at the Jail.

Except as modified herein, all of the terms and conditions of the MOU shall remain in full force during the period of this extension.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-831

IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BETWEEN THE AREA 7 WORKFORCE BOARD AND THE AREA 7 CHIEF ELECTED OFFICIALS CONSORTIUM AND THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

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

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

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

**Sub-Grantee: Delaware County
Contract # 2015-7221-1**

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

PY15 SUB-GRANT AGREEMENT

This agreement, entered into by and between the Area 7 Workforce Board and the Area 7 Chief Elected Officials Consortium and the Chief Elected Officials of Sub-grantee **Delaware County**, herein referred to as Sub-Grantee, hereby establishes a Grantee/Sub-Grantee relationship between Area 7 and Sub-Grantee.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with such services throughout Area 7.

All entities receiving United States Department of Labor Employment and Training Workforce Investment Act or Workforce Innovation and Opportunity Act (WIOA) funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and OMB Uniform Guidance, and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures whether through monitoring or auditing activities will be resolved through procedures developed by the Area 7 Board. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the fiscal agent for all of Area 7. Area 7's sub-grantees will submit requests for funds to Montgomery County (hereinafter "Fiscal Agent") via expenditures and accruals reported in MIP. In addition, Area 7's sub-grantees will submit the requests for funds in the CFIS Web WIA/WIOA state system. Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to Fiscal Agent. Fiscal Agent will then segregate and disburse the funds by sub-grantee according to the CFIS Web WIA/WIOA draw requests. Sub-Grantee shall deposit its funds received from Area 7 into a separate WIA/WIOA account/fund within the county.

Fiscal Agent will track Sub-Grantee's expenditures against a ceiling set by the Area 7 Board and the consortium of elected officials. The area will operate on a cost-reimbursement system that is compliant with 29 CFR 97.42 and the OMB Uniform Guidance. At the point in which Sub-Grantee reaches its ceiling for the year, Fiscal Agent will cease to disburse funds to Sub-Grantee. Conversely, if Sub-Grantee is significantly under-spending, Fiscal Agent will contact Sub-Grantee to identify the reason for the under-spending. Fiscal Agent will seek to assist Sub-Grantee with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy recommendations.

The Area 7 Board may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes, including but not limited to WIA/WIOA formula funds, Rapid Response, National Emergency Grants (NEG), Ohio Works Incentive Program (OWIP), Veterans programs, various other Department of Labor grants, Ohio Department of Job and Family Services discretionary funds or other state programs, and other special project funds. Any such funds, less Area 7 administrative costs, shall be transmitted to Sub-Grantee through the Area 7 Fiscal Agent only after the Board (via the Area 7 Fiscal Agent) has sent an allocation notice stating the amount and the terms and conditions of the funding via the CFIS Web WIA/WIOA system.

These sub-grants are awarded with federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.

I. DUTIES OF THE AREA 7 BOARD

Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify Sub-Grantee of the amount of its grant via an official allocation notice by distributing the funds through the CFIS Web WIA/WIOA system. Any change in the grant amount or terms shall be subject to the same procedure.

The Area 7 Board shall be responsible for:

1. Planning

Prepare a strategic direction for Area 7 that is compliant with the Workforce Investment Act/Workforce

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

Innovation and Opportunity Act to do the following:

- ◆ Assess the general workforce needs of the area
- ◆ Set goals and parameters for meeting performance standards and continuous improvement
- ◆ Provide parameters to implement WIA/WIOA Adult, Dislocated Worker, and Youth programs
- ◆ Encourage and participate in regional planning efforts
- ◆ Foster the sharing of best practices

2. Policy Development

Develop and maintain policies and processes for the following:

- a) Programs for WIA/WIOA Adults, Dislocated Workers, and Youth, including but not limited to:
 - Definitions relevant to Youth eligibility purposes
 - Follow-up and post placement services
 - Incumbent Worker Training
 - Individual Training Accounts, including on-the-job training
 - RFP and contract guidelines
 - Supportive services

- b) General Board Oversight:
 - Allocation and reallocation of funds
 - Complaint procedures and programmatic hearings
 - Negotiation of local MOUs and dealing with MOU impasse situations
 - OhioMeansJobs center system structure
 - Oversight and monitoring
 - Selection, designation, and certification of OhioMeansJobs center operators
 - Other relevant topics

- c) Sub-Grant Agreements
 - Develop format
 - Facilitate distribution and signing
 - Modify as necessary
 - Maintain and monitor
 - Ensure compliance

- d) Fiscal
 - Approve allocation formula methodology for sub-grantees
 - Establish and administer policy for reallocation within Area 7
 - Receive and monitor fiscal reports
 - Prepare budget for Board operation
 - Ensure cash management principles are followed by Fiscal Agent
 - Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIA/WIOA and ODJFS
 - Operate and carry out Area 7 functions within the budget adopted by the Area 7 Board, with agreement of the Area 7 Chief Elected Officials Consortium, and based on withholding a percentage of WIA/WIOA funds from sub-grantees, upon the agreement of the Area 7 Board and the Consortium
 - Work with Fiscal Agent to assist Sub-Grantee in making efficient and effective use of funds
 - Assist Sub-Grantee with resolution of audits or problems related to federal, state, or local funds
 - Area 7 Board staff shall be responsible for audit resolution in conjunction with Area 7 Fiscal Agent and Sub-Grantee.
 - Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the Area 7 Board and the Chief Elected Officials Consortium.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.

3. Monitoring, Audits, and Audit Resolution

The Area 7 Board shall be responsible for monitoring, as required by WIA/WIOA.

- ◆ Review monthly activity and monitoring reports
- ◆ Provide seminar opportunities for Sub-Grantee, when appropriate
- ◆ Negotiate performance standards with the state
- ◆ Provide for spot-checks and oversee any necessary corrective action
- ◆ Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- ◆ Provide audit resolution assistance and technical assistance necessary to resolve compliance findings
- ◆ All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 29 CFR 97.31 and 97.32

4. OhioMeansJobs Centers

- ◆ Provide guidance for OhioMeansJobs centers
- ◆ Designate the county makeup of systems
- ◆ Provide information, technical assistance, and best practices to assist in continuous improvement efforts
- ◆ Provide oversight to ensure systems are maintained and operated
- ◆ Provide MOU format and guidelines for what must be included in local MOUs

5. Grant Applications

- ◆ Review, write, and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee or after consultation with affected councils
- ◆ Act as grant clearinghouse for Area 7
- ◆ Coordinate workforce development grant applications initiated by Sub-Grantee

6. Business Relation Functions

Provide business relation services, including:

- ◆ Coordination and referral of business inquiries which affect more than one Sub-Grantee
- ◆ Network with various contacts to further best practices

7. Youth Committee

- ◆ Develop and operate the WIA/WIOA Youth Committee for Area 7
- ◆ Provide guidelines and coordination for WIA/WIOA Youth program activities
- ◆ Approve WIA/WIOA Youth providers and establish guidance for that approval process

II. DUTIES OF SUB-GRANTEE

Under this agreement, Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities throughout Sub-Grantee's system, within the guidelines established by Area 7 and WIA/WIOA. Sub-Grantee will carry out these duties through a partnership of chief elected officials as well as partners and community resources.

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of WIA/WIOA, and the negotiated federal and/or state performance levels.

Under guidelines developed by Area 7, Sub-Grantee shall:

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

1. General

- ◆ Establish and operate a WIA/WIOA-compliant workforce development system, which provides services pursuant to WIA/WIOA to eligible individuals and employers.
- ◆ Maintain a business-driven partnership in coordination with elected officials.
- ◆ Develop, submit, and monitor workforce investment plans as required by WIA/WIOA and by Area 7.
- ◆ Administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by the Area 7 Board, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in Gazelle.
- ◆ Follow established procedures and policies for approving and identifying eligible training providers, including WIA/WIOA Youth program providers.
- ◆ Provide information for sharing best practices within Area 7.
- ◆ Provide services to employers and job seekers as required under WIA/WIOA, including the tracking of self-service and universal customers, via SwipeIT.
- ◆ Report expenses paid using funds passed to Sub-Grantee by Area 7 for individual participants and non-participant (“n/a”) costs in MIP and report to Fiscal Agent through CFIS Web WIA/WIOA.
- ◆ Cooperate in the Area 7 and ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIA/WIOA.

2. Audits and Monitoring

- ◆ Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
- ◆ Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings.
- ◆ Provide information and cooperate with Area 7 monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
- Access to records must be granted by Sub-Grantee to ODJFS, Area 7, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.
- Records shall be retained as specified in 29 CFR 97.42 and Area 7 policy.
- Adhere to all applicable property management and equipment standards as set forth in 29 CFR 97.31 and 97.32.

3. OhioMeansJobs Center Operations

- ◆ Operate the OhioMeansJobs Center under Area 7 Board guidelines and submit changes in OhioMeansJobs Center operators to the Area 7 Board for approval.
- ◆ Negotiate system MOUs with local partners and submit to the Area 7 for approval.

4. Service Providers

- ◆ Review applications from training providers and submit recommendations to Area 7 for approval.
- ◆ Identify and select providers for youth activities and send to Area 7 Board for approval prior to contract. Follow law and state policy requirements for the bidding of youth program elements.

5. Fiscal

- ◆ Participate in reallocation process of WIA/WIOA funds within Area 7.
- ◆ Follow systems and procedures for receipt, expenditure, and tracking of WIA/WIOA funds in the MIP (Sage Fund Accounting) financial management system, as well as CFIS Web WIA/WIOA.
- ◆ Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
- ◆ Procurement shall be accomplished by Sub-Grantee in a manner consistent with federal, state, and Area 7 requirements.
- ◆ Agree to the withholding of funds from Sub-Grantee’s WIA/WIOA allocation for operation of Area 7, per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

6. Performance

Sub-Grantee shall meet or exceed the established WIA/WIOA federal performance measures. Area 7 will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If Sub-Grantee fails to meet any standard for the program year, Sub-Grantee may be required to submit a corrective action plan to Area 7 and work with Board staff to resolve any performance issues.

III. GENERAL TERMS

Liability

The Area 7 Board and its Chief Elected Officials Consortium shall have liability for proper use of the Area 7 administrative funds used for its direct operations.

Liability follows the WIA/WIOA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal sub-grantee, to the extent individual causation is documented. Otherwise, they will be distributed to all sub-grantees based upon each sub-grantee’s percentage share of the total WIA/WIOA annual allocation for Area 7.

Disputes

Any dispute which cannot be resolved between the Area 7 Board and Sub-Grantee shall be submitted to the Area 7 Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-832

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

- WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and
- WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution the sale of such property by internet auction; and
- WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, declaring its intent to sell such property by internet auction; and
- WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and
- WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution 12-79 and the disposal or salvage of property that has no value. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number/Asset Number</u>
CAR	CHEVROLET, 01 IMPALA 3.8L	2G1WF55K419326657
CAR	CHEVROLET, 01 IMPALA 3.8L	2G1WF55KX19259479
CAR	CHEVROLET, 01 IMPALA 3.8L	2G1WF55K919327884
CAR	FORD, 01 CVPI 4.6L	2FAFP71W81X160394
CAR	FORD, 03 CVPI 4.6L	2FAHP71W83X186604
CAR	FORD, 03 CVPI 4.6L	2FAHP71W63X186598
CAR	FORD, 04 CVPI 4.6L	2FAFP71W44X155231
CAR	FORD, 04 CVPI 4.6L	2FAFP71W94X155239

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

CAR	FORD, 06 CVPI 4.6 L	2FAFP71W26X157093
CAR	PONTIAC, 03 VIBE	5Y2SL62893Z462319
PICKUP	DODGE, 03 DAKOTA 3.9L	1D7HG38X53S311035
PICKUP	DODGE, 03 DAKOTA 3.9L	1D7HG38X33S311034
SUV	JEEP, 95 CHEROKEE	1J4FJ28S3SL659887
SALVAGE	FORD, 09 CVPI 4.6L	2FAHP71V09X132388
SALVAGE	FORD, 10 RANGER	1FTKR1EDXAPA19101
SALVAGE	FORD, 08 CVPI 4.6L	2FAFP71V18X154292
SALVAGE	FORD, 01 CVPI 4.6L	2FAFP71W11X160396

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-833

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE PROGRAM STATUS REPORT FOR THE FIRST HALF OF 2014:

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

**Program Status Report (first half)
Report of DKMM District Funds Spent**

Reports due July 31, 2015

Date of Report: July 1, 2015

AMOUNT OF FUNDS RECEIVED:	\$35,750.00
APPROVED CARRYOVER BALANCE	\$ 0.00
TOTAL FUNDS AVAILABLE	\$29,250.00

EXPENDITURES:

Salaries	\$19,286.40
Fringe Benefits	\$13,015.46
Advertising	\$ 251.50
Travel	\$ 111.70
Total Expenditures	\$32,665.06

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-834

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES FROM ROCKFORD HOMES, INC.:

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

WHEREAS, Sanitary Easements are required for the construction of North Farms Section 6 & 11 sanitary sewer; and

WHEREAS, Rockford Homes, Inc. has provided the easement for sanitary sewer as shown on the attached Exhibit; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by Rockford Homes, Inc.

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-835

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES FROM CRAIG S. AND LISA A. BARBEAU:

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

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

WHEREAS, Sanitary Easements are required for the lot split of 6311 Tussic Street Road (parcel number: 317-423-01-003-000); and

WHEREAS, Craig S. and Lisa Barbeau have provided an easement for sanitary sewer purposes as shown on the attached Exhibit; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by Craig S. and Lisa Barbeau.

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

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-836

IN THE MATTER OF ACCEPTING AN EASEMENT FOR SANITARY SEWER PURPOSES FROM GOLF VILLAGE NORTH, LLC:

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

WHEREAS, Sanitary Easements are required for the construction of the Liberty-Sawmill sanitary sewer extension; and

WHEREAS, Golf Village North, LLC has provided the easement for sanitary sewer as shown on the attached Exhibit; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easement granted by Golf Village North, LLC.

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-837

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SCIOTO RESERVE SECTION 4, PHASE 13:

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

Whereas, the construction of new sanitary sewers at the Scioto Reserve Section 4, Phase 13 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:

Scioto Reserve Section 4, Phase 13	954' feet of 8- inch sewer	\$65,232.00
	4- manhole	\$6,300.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

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.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider's agreement for the five-year maintenance period for the above sanitary sewer improvements.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 15-838

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR
SUMMERWOOD LAKES SECTION 3:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the following Sanitary Subdivider’s Agreement:

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
Summerwood Lakes Section 3:

SUBDIVIDER'S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 13th day of July 2015, by and between **Homewood Corporation**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Summerwood Lakes Section 3** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Summerwood Lakes Section 3**, dated **June 6th, 2015**, and approved by the County on **June 15th, 2015**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

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.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$84,222.00**) 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 the 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,

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

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 Delaware County Sanitary Engineer.

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

Initials _____

Date _____

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 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 Improvements for **Summerwood Lakes Section 3**.

SECTION IV: FEES

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 **Summerwood Lakes Section 3 (\$2,947.77)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$7,200.00** estimated to be necessary to pay the cost of inspection for **Summerwood Lakes Section 3** 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 Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements 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.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Summerwood Lakes Section 3** as required by the County.

SECTION V: CONSTRUCTION

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 indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

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 the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

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.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements 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 Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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 to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the 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.

SECTION VI: EASEMENTS

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 Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval 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, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

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 Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the 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 and/or the City of Powell. 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 the 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 the construction of the Improvements.**
- (5) Documentation showing the required sanitary easements.**

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. 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, 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.

After the acceptance of the Improvements, 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.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant 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 Mrs. Lewis Aye

RESOLUTION 15-839

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY
BOARD OF COMMISSIONERS AND AIR FORCE ONE FOR ENVIRONMENTAL SYSTEMS
MAINTENANCE AT ACWRF:**

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

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

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following Maintenance Agreement for Environmental Systems at ACWRF with Air Force One.

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
ALUM CREEK WATER RECLAMATION FACILITY
SERVICES CONTRACT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 13th day of July, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Air Force One, 5810 Shier Rings Road (“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)

The Scope of Services shall be in accordance with the Proposal titled “Maintenance Agreement for Environmental Systems, incorporated herein as “Exhibit A”

Section 4 – Compensation

The County shall pay the Contractor for the services provided in the total sum of twenty one thousand, two hundred dollars and zero cents (\$21,200.00).

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 for one year upon execution of this Agreement.

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.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

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.
- 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

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

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 Air Force One in the total amount of \$21,200.00 from org key 66211904-5328.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION 15-840

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND AIR FORCE ONE FOR ENVIRONMENTAL SYSTEMS MAINTENANCE FOR THE REGIONAL SEWER DISTRICT:

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

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

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following Maintenance Agreement for Environmental Systems for the Regional Sewer District with Air Force One.

DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES CONTRACT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 13th day of July, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Air Force One, 5810 Shier Rings Road (“Contractor”) (hereinafter collectively referred to as the “Parties”).

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

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)

The Scope of Services shall be in accordance with the Proposal titled “Maintenance Agreement for Environmental Systems, incorporated herein as “Exhibit A”

Section 4 – Compensation

The County shall pay the Contractor for the services provided during year one in the total sum of seventeen thousand, seven hundred seventy-five dollars and zero cents (\$17,775.00).

The County shall pay the Contractor for the services provided during year two in the total sum of eighteen thousand, three hundred eight dollars and zero cents (\$18,308.00)

Total for two years is thirty-six thousand, eighty three dollars and zero cents (\$36,083.00)

Cost will be split between four regional sewer district facilities:

Year 1

Lower Scioto Water Reclamation Facility: \$10,800.00
Northstar Water Reclamation Facility: \$5,125.00
Scioto Reserve Wastewater Treatment Facility: \$1,250.00
Tartan Fields Wastewater Treatment Facility: \$600.00

Year 2

Lower Scioto Water Reclamation Facility: \$11,124.00
Northstar Water Reclamation Facility: \$5,278.50
Scioto Reserve Wastewater Treatment Facility: \$1,287.50
Tartan Fields Wastewater Treatment Facility: \$618.00

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 for two years upon execution of this Agreement.

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

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015**

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.
- 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

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

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 Air Force One in the total amount of \$17,775.00 from org keys 66211905-5328 (\$10,800), 66211906-5328 (\$600), 66211907-5328 (\$1,250) and 66211911-5328 (\$5,125).

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-841

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF FUNDS:

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

Supplemental Appropriations

23711630-5361	CSEA/Attorney Services	7,100.00
60111901-5370	Property & Casualty Insurance/Insurance Claims	100,000.00

Transfer of Funds

From	To	
10011102-5801	60111901-4601	100,000.00
Commissioners General/Miscellaneous Cash Transfers	Property & Casualty Insurance/Interfund Revenue	

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

ADMINISTRATOR REPORTS

Tim Hansley

-No reports

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 13, 2015

-Attended the Mid-Ohio Regional Planning Commission meeting last Thursday. Met and spoke with Commissioner Brown (from Franklin County) about the state initiative that is being putting together with 15 counties for mental health services at the jail. Delaware County would be one of those pilot program counties.

Commissioner Merrell

-Also attended the MORPC meeting last week. One of the topics at the meeting was the Waters of the U.S. Act that the Federal EPA is trying to get passed thru the local governments. Asked that Administrator Hansley put together a letter encouraging more time to evaluate and discuss this issue as both Commissioner Lewis and Commissioner Merrell feel the Federal EPA has overreached its authority.

-Wanted to check on the status of the Farmland Preservation resolution

-Attended a fundraiser for Mayor Tommy Hatfield’s daughter who is battling cancer. Prayer for her and her family are appreciated. Was genuinely touched by the turnout for the Hatfield family; we are blessed to live in a county that cares for its residents.

RESOLUTION NO. 15-842

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:05 AM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-843

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 2:46 PM.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye

Recess until 5:00 PM, DELAWARE COUNTY BANK & TRUST (110 Riverbend Ave., Lewis Center, Ohio 43035)- Meet and greet of Economic Development Candidates/Reconvene at 5:20

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis