

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 31, 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

1:30 PM Viewing For Consideration Of The Lateral #2 Of The Scott #604 Watershed Drainage Improvement Petition (3873 Piatt Road)

RESOLUTION NO. 15-1008

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 24, 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 August 24, 2015; and

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

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

PUBLIC COMMENT

Scott Miller, 103 N. Union Street; concerns about the alley beside his building becoming a one way alley.

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-1009

IN THE MATTER OF PROCLAIMING SEPTEMBER AS HUNGER ACTION MONTH IN DELAWARE COUNTY:

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

WHEREAS, hunger and poverty are issues of grave concern in the United States and the State of Ohio; and

WHEREAS, Delaware County is committed to taking steps to raise awareness about the need to combat hunger in every part of our state and to provide additional resources that citizens of Delaware County need; and

WHEREAS, Delaware County is committed to working with Mid-Ohio Foodbank in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, more than 524,000 individuals in Ohio rely on food provided by Mid-Ohio Foodbank annually; and

WHEREAS, the Mid-Ohio Foodbank distributed more than 58 million pounds of food and groceries in 2014 through its network of food pantries, soup kitchens, shelters and other community organizations;

WHEREAS, Delaware County would like to thank our county wide partners, which include, Buckeye Valley Food Pantry, Family Promise of Delaware County, FEED Food Pantry, Delaware City Vineyard, Highpoint Community Outreach Food Pantry, LSS Delaware Food Pantry, Open Table Pantry, Grace Point Community Church, People in Need, Salvation Army Delaware, and Vineyard Church of Delaware County Pantry;

WHEREAS, food banks across the state – including Mid-Ohio Foodbank – will promote numerous events throughout the month of September to bring awareness and attention to encourage involvement in efforts to end hunger in their local community;

NOW, THEREFORE, we, Delaware County Commissioners do hereby recognize September, as HUNGER ACTION MONTH in our Delaware County, and we call this observance to the attention of our citizens.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

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RESOLUTION NO. 15-1010

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0828, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0828:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0828, memo transfers in batch numbers MTAPR0828 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1504565	COLUMBUS OUTLETS LLC	OUTLET MALL OPENING DAY COMMITMENT	10011102-5601	\$8,000,000.00
R1504594	AUDITOR OF STATES	DRISCOLL ESTATE CLAIM	78011118-5319	\$ 13,801.00
R1504562	INDOOR WIRELESS INC	STORM DAMAGE 04.09.15	60111901 5370	\$21,457.02
R1504627	HOMEWOOD CORP	CHESHIRE WOODS 3A - RETURN OF UNUSED INS FEES	66211902 5319	\$7,443.00
R1504636	SHREMSHOCK ARCHITECTS	149 N SANDUSKY - CONSTRUCTION DOCUMENTS	41711436 5410	\$21,750.00
R1504661	ALADTEC INC	ANNUAL SUBSCRIPTION RENEWAL -- OCTOBER 2015 TO OCTOBER 2016	10011303 5320	\$6,745.00

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1011

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF 74.8229 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to acknowledge that on August 26, 2015, the Clerk to the Board of Commissioners received an annexation petition request to annex 74.8229 acres from Berkshire Township to the Village of Sunbury.

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-1012

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The County Administrator is requesting that Bob Lamb attend an ICMA Conference in Seattle, Washington from September 25-October 1, 2015 at the cost of \$3219.08 (fund number 21011113).

The County Administrator is requesting that Bob Lamb attend a Global Fluency Learning Session in Dublin, Ohio on October 27, 2015 at the cost \$49.92 (fund number 21011113).

The Code Compliance Supervisor is requesting that Ross Bigelow, Ric Irvine, Ed Spiers, Duane Matlack and Joseph Amato attend a Koorsen Fire Protection Seminar in Reynoldsburg, Ohio on September 29, 2015 at no cost.

The Code Compliance Supervisor is requesting that Joseph Amato, Duane Matlack, Ross Bigelow, David Diehl and David Bean attend a Central Ohio Code Officials Association Fire Resistance Construction Seminar in Dublin, Ohio on September 9, 2015 at no cost.

The Assistant County Administrator is requesting that Jenny Downey and Dana Bushong attend a Civil Service Law and Discipline Seminar in Columbus, Ohio September 15-16, 2015, at the cost of \$500.00 (Fund Number 10011108).

The Court of Common Pleas (Adult Court Service) is requesting that Allison Castrilla attend a Conducted Electrical Weapon Instructor Training in London, Ohio October 20-21, 2015 at the cost of \$250.00 (fund number 25622303)

The Court of Common Pleas (Adult Court Service) is requesting that Allison Castrilla attend a Chemical Aerosol Instructor Training in London, Ohio September 22-23, 2015 at the cost of \$250.00 (fund number 25622303)

The 911 Communications Department is requesting that Kathleen Parker attend a Public Safety Group

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Training in Dublin, Ohio December 3, 2015, at the cost of \$129.00 (fund number 21411306).

The 911 Communications Department is requesting that Patrick Brandt, Jeanette Adair and Jason Hutchisson attend an Alerts User Conference in Columbus, Ohio September 15-16, 2015 at the cost of \$600.00 (fund number 21411306).

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION NO. 15-1013

A RESOLUTION IN SUPPORT OF PARTICIPATION IN THE FRANKLIN COUNTY POLICE CHIEF'S ASSOCIATION REGIONAL SHARED SERVICES SYSTEM LOCAL GOVERNMENT INNOVATION FUND APPLICATION WITH RESPECT TO THE JUSTICE EDUCATION PATHWAY:

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

A RESOLUTION IN SUPPORT OF PARTICIPATION IN THE FRANKLIN COUNTY POLICE CHIEF'S ASSOCIATION REGIONAL SHARED SERVICES SYSTEM LOCAL GOVERNMENT INNOVATION FUND APPLICATION WITH RESPECT TO THE JUSTICE EDUCATION PATHWAY

The Franklin County Police Chiefs' Association is currently working to operationalize the Justice Education Pathway. This innovative private-public partnership should provide significant financial and professional development benefits to participating member agencies and law enforcement professionals and their communities. It is also scalable throughout the state of Ohio.

WHEREAS, the Ohio Department of Development has made available \$45 million through the Local Government Innovation Fund to assist local governments implement projects to become more efficient; and

WHEREAS, an amount of money is available as grant funding for feasibility studies; and

WHEREAS, the Franklin County Police Chiefs Association is coordinating a proposal and application for several piloting agencies to participate in the Justice Education Pathway that will utilize this grant funding;

WHEREAS, this program is conceived to provide law enforcement officers greater educational and training opportunities;

WHEREAS, The Justice Education Pathway authored in collaboration between Franklin University and the Central Ohio Regional Enforcement group is designed to 1) deliver, 2) track, and 3) articulate to college credit the in-service training of all member law enforcement agencies under one umbrella.

Accountability and Tracking Analytics

- Evaluate Learning
- Evaluate Instruction
- Evaluate Course Content and Curriculum

Conduit for Training and Communication

- Deliver training to all officers that are employed by the participating agencies.
- Create efficiencies of time with a blend of online and face-to-face instruction.
- Web conferencing and robust learning management platform.

High Quality Training

- Combining law enforcement practical expertise with cutting edge online course development within higher education.
- Share the best instructors and the highest quality content across member agencies.
- All training evaluated and stacked within a pathway to a college degree (Associates, Bachelors, & Masters), if desired; and

WHEREAS, Delaware County agrees that it is in their best interest to participate in this grant proposal;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1: That Delaware County hereby acknowledges its participation this grant application.

SECTION 2: Delaware County agrees to participate in the feasibility study if awarded grant funding.

SECTION 3: Delaware County understands that there are no other obligations incurred by participating in this grant proposal.

SECTION 4: The Delaware County's Sheriff's Office has agreed to participate in pursuing this grant proposal

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and feasibility study and will coordinate with the Board of Commissioners on this project.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1014

IN THE MATTER OF APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SHREMSHOCK ARCHITECTS, INC. FOR ALTERATIONS TO 149 NORTH SANDUSKY STREET:

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

Whereas, the Facilities Supervisor recommends approval of the professional design services agreement between the Delaware County Board of Commissioners and Shremshock Architects, Inc. for alterations to 149 North Sandusky Street;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Shremshock Architects, Inc. for alterations to 149 North Sandusky Street;

**PROFESSIONAL DESIGN SERVICES AGREEMENT
Alterations to 149 North Sandusky Street**

This Agreement is made and entered into this 31st day of August, 2015, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Shremshock Architects, Inc., 7400 West Campus Road, Suite 150 New Albany, OH 43054 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”: Alterations to the Delaware County Sheriff’s Office at 149 North Sandusky Street, Delaware, Ohio 43015, Phase II: Construction Documents.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Consultant’s Phase II: Construction Documents Proposal dated August 11, 2015, and attached hereto as Exhibit A.

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Facilities Manager as the Project Manager and agent of the County for this Agreement.
- 2.2 The Facilities Manager or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal noted in Section 1.3.
- 4.2 For all services described in the Proposal the flat fee shall be Twenty One Thousand Seven Hundred Fifty Dollars and Zero Cents (\$21,750.00).
- 4.3 For all “If Authorized” tasks, the fee for each authorized task shall be at the rate specified in the Proposal. “If Authorized” tasks shall only be performed upon written Notice of the Facilities Manager.

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- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Facilities Manager:

Name: Jon Melvin
 Address: 1405 US Rte. 23 N, Delaware, Ohio 43015
 Telephone: 740-833-2280
 Email: jmelvin@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Daniel Imlay, RA
 Address of Firm: 7400 West Campus Road, Suite 150
 City, State, Zip: New Albany, OH 43054
 Telephone: 614-545-4550
 Email: dimlay@shremshock.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Facilities Manager, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the Facilities Manager and shall complete the work no later than three months from Date of Commencement.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Facilities Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

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- 9.1 In the event that significant changes to the Scope of Services 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.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder, provided such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware 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 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance

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shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 **Independent Contractor:** The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 **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.
- 14.4 **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.
- 14.5 **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.
- 14.6 **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.
- 14.7 **Findings for Recovery:** Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 **Authority to Sign:** Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 **County Policies:** The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 **Drug-Free Workplace:** The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of

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the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-1015

IN THE MATTER OF APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN DELAWARE COUNTY SHERIFF'S OFFICE AND CRIME INTELLIGENCE ADVANTAGE (CIA), LLC.

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

Whereas, the Delaware County Sheriff's office recommends approving the First Amendment to the Agreement with CIA, LLC;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the First Amendment to the Agreement with CIA, LLC.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
DELAWARE COUNTY SHERIFF'S OFFICE AND CIA, LLC.
(Effective June 1, 2015)**

This is the First Amendment to the Agreement for crime analysis (hereinafter "AGREEMENT") between Delaware County Sheriff's Office and CIA, LLC.

WHEREAS, the parties wish to expand the scope of their original agreement.

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the AGREEMENT shall be amended as follows:

The scope of the additional work performed and payment therefore shall be in accordance with Exhibit A, attached hereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

CIA's Engagement Document for Phase-II:

As a Consulting and Facilitating Firm, CIA can provide your agency with what our research has revealed to be the best overall Crime Intelligence and Crime Analysis solution process in the marketplace with minimal upfront risk and cost to your agency, including minimal commitment and utilization of your valuable internal personnel resources.

CIA follows a proven technology project methodology that typically brings CIA's technology projects in on time and within budget.

Phase-II:

> If all parties are in agreement; Amend Phase-I DCSO/CIA contract to continue on with Phase-II under the provision contained in section five (5) of the current contract:

5. RENEWAL.

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

> Signed agreement for CIA to proceed with Phase-II and Down Payment Received by CIA

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- > Determine shape files needed to support RAIDS Online and ATACRAIDS and upload to BAIR.
- > Budget Encumbrance
- > Resource Allocation
- > DCSO IT Department - Hardware, MS supplemental software, Antivirus software, and MS Service Packs implementation and configuration (as needed)
- > Implementation of ATACRAIDS and ATAC Workstation (Non-Production Environment - (Data TBD)
- >Software Training (Sufficient For the Boardroom/Pilot/Proof of Concept - (BAIR will provide initial training about an hour or so, but CIA will Provide additional training as well)
- > "Try Before You Buy" - Boardroom Pilot/Proof of Concept (Non-Production Environment)
- > Development and Implementation of Policies, Procedures, etc...
- > Signed BAIR Agreement
- > Implementation & Additional Software Training by CIA (Production Environment)
- > Go-Live
- > Sign-Off that CIA has either met and/or exceeded your agency's expectations for Phase-II and Balance Due Payment received by CIA within thirty-days of Go-Live
- > Sign-Off that BAIR has either met and/or exceeded your agency's expectations Payment Due received by BAIR within thirty-days of Go-Live
- > Ongoing Software Maintenance, Training and Support

Costs Payable to CIA for its consulting and facilitation of Phase-II:

In good faith CIA is willing to provide our services as described above on a fixed-fee basis (which is discounted 50% and includes a 100% Money Back Satisfaction Guarantee), i.e., CIA is willing to make this type of investment in the DCSO Crime Analysis Project in order to help ensure that the proper time and attention is allocated by both our organizations and corners are not cut during the Phase-II process which CIA knows are key and critical ingredients to the overall success of this project based on years of experience and our expertise.

In good faith and in the interest of a long term business relationship, CIA is offering to provide our professional services for a fixed fee of \$24,000.00 with a 100% Money Back Satisfaction Guarantee, i.e., if DCSO do not agree with the value provided by CIA for this necessary process, DCSO is not required to pay CIA for our professional services - CIA will cover the entire cost.

Payment Terms	\$12,000.00
Phase-II DCSO Crime Analysis Project Down Payment Balance Due upon completion	\$12,000.00
Phase-II Total Project Cost	\$24,000.00

CIA Project Point of Contact: Norm Wine (norm@cia-llc.us) Cell: 614.581.5416
 27364 Tierra Del Fuego Circle
 Punta Gorda, FL 33983

If this document is in line with your expectations, is acceptable to DCSO, and the services outlined are in accordance with your requirements, please sign below and return a copy of this letter to my attention or send me a contract for my signature.

We look forward to providing our services as they relate to this very important project. Should you have any questions, concerns or comments, please do not hesitate to contact me at your earliest convenience.

Respectfully,
 Crime Intelligence Advantage, LLC (CIA)
 Norman L. Wine
 Senior Project Manager

Disclaimer

While CIA makes every reasonable effort to ensure that we recommend the most appropriate software and services, CIA we cannot be held responsible for information that the manufacturer or vendor does not reveal.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

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RESOLUTION NO. 15-1016

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN DELAWARE COUNTY AND
BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT TO CONSTRUCT,
OPERATE AND MAINTAIN STORM WATER DRAINAGE FACILITIES:**

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

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
DELAWARE COUNTY, OHIO AND
THE BOARD OF EDUCATION OF THE OLENTANGY
LOCAL SCHOOL DISTRICT
TO CONSTRUCT, OPERATE AND MAINTAIN
STORM WATER DRAINAGE FACILITIES**

This Agreement was made by and between the Board of County Commissioners of Delaware, Ohio ("Delaware County") having an address at 101 North Sandusky Street, Delaware, Ohio 43015 and the Board of Education of the Olentangy Local School District ("School District") having an address at 814 Shanahan Road, Suite 100, Lewis Center, Ohio 43035.

RECITALS

WHEREAS, Delaware County has determined it is in the public's interest to acquire certain real property owned by the School District consisting of 4.03± acres for construction of drainage facilities related to Sawmill Parkway (the "road improvements") located in Liberty Township, Delaware County, Ohio known as Parcel 36A-WL on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the School District agrees to convey Parcel 36A-WL to Delaware County in exchange for Delaware County's agreement to construct, operate and maintain storm water drainage swale(s), other storm water drainage facilities, and/or major storm water drainage facilities to jointly serve the proposed road improvements and the School District's real property consisting of 28.08± acres ("School Property") located immediately to the west of Parcel 36A-WL as depicted on Exhibit A attached hereto;

WHEREAS, Delaware County agrees that all costs, including any fees associated with the use of the storm water facilities, and associated with the installation, damage, repair, maintenance, operation, replacement or relocation of any buried or above-ground facility or structure necessary to allow the installation, maintenance, repair or replacement of the storm sewer, shall be the responsibility of Delaware County or owner of said utility, facility or structure; and

WHEREAS, currently the School Property is not being served by public utilities and in order to enable the future development of the School Property, it may become necessary to construct and extend certain other public utilities such as water and/or sanitary sewer lines across and through Parcel 36A-WL as depicted on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, Delaware County and the School District hereby agree as follows:

1. A. In consideration of the transfer and conveyance of the portion of the School Property known as Parcel 36A-WL consisting of 4.03± acres to Delaware County, Delaware County agrees, at its sole cost, to construct, operate and maintain storm water drainage swale(s), other storm water drainage facilities, and/or major storm water drainage drain facilities upon Parcel 36A-WL as specified in the construction plans for the project known as DEL-CR609-6.09, Sawmill Parkway Extension, Phase B, on file at the office of the County Engineer. Such storm water drainage facilities shall be constructed to jointly serve the road improvements and the School Property consisting of 28.08± acres located directly to the west of Parcel 36A-WL.

B. Delaware County shall be required to meet all of the applicable requirements for storm water drainage, quality control. Delaware County agrees that all costs, including any fees associated with the use of the storm water facilities, and associated with the installation, damage, repair, maintenance, operation, replacement or relocation of any buried or above-ground facility or structure necessary to allow the installation, maintenance, repair or replacement of the storm sewer, shall be the responsibility of Delaware County or owner of said utility, facility or structure. Delaware County shall not charge the School District at any time any storm water drainage or management fee for serving the School Property.

C. Delaware County grants a perpetual license to the School District and any future owner of the School Property for the purpose of installing, maintaining and/or repairing utility lines on, over and through Parcel 36A-WL as depicted on Exhibit A attached, provided that such utility lines shall not interfere or conflict with the County's operation and maintenance of the roadway or drainage facilities on Parcel 36A-WL and shall meet applicable design and construction standards for utilities installed within Delaware County road right of way. Such utilities shall serve the School Property subject to the covenants and conditions herein and include but are not limited to: gas, electric, phone and cable lines, pipes and all appurtenances thereto.

2. Neither Delaware County nor the School District, nor any of their agents, employees or representatives has knowledge of contamination or unsuitable environmental conditions upon Parcel 36A-WL.

3. Both Delaware County and the School District are authorized to enter into this Agreement and consummate the transactions contemplated herein.

4. This Agreement is binding on Delaware County, the School District and their successors and assigns.

5. This Agreement constitutes the entire agreement between the parties with respect to the matters

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contained herein.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1017

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NORTH FARMS SECTION 1:

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

Whereas Rockford Homes, Inc. has submitted the Plat of Subdivision (“Plat”) for North Farms Section 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

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

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on May 29, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 17, 2015, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on July 9, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on July 31, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for North Farms Section 1.

North Farms Section 1

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lots 9 (14.145 acres) and 10 (8.312 acres), Quarter Township 2, Township 3, Range 18, United States Military Lands, containing 22.457 acres of land, more or less, said 22.457 acres being part of those tracts of land conveyed to Rockford Homes, Inc. by deed of record in Official Record 1264, Page 1316, Recorder’s Office, Delaware County, Ohio. Cost \$93.

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-1018

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR NORTH FARMS SECTIONS 1, 3, 5 & 7:

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

WHEREAS, on August 31, 2015, a Ditch Maintenance Petition for North Farms Section 1, 3, 5 & 7 was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within North Farms Sections 1, 3, 5 & 7 located off of North Road Road in Orange Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$1,293,512.58 for the benefit of the lots being created in this subdivision. Ninety-eight lots are being created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$13,199 per lot. An annual maintenance fee equal to 2% of this basis (\$264) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in North Farms Section 1 in the amount of \$8,184 has been paid to Delaware County, receipt of which is hereby acknowledged.

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION NO. 15-1019

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR NCH/OH AMBULATORY BUILDING-LEWIS CENTER:

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

WHEREAS, on August 31, 2015, a Ditch Maintenance Petition for NCH/OH Ambulatory Building-Lewis Center was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within NCH/OH Ambulatory Building-Lewis Center located off of Pacer Drive in Orange Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$79,870. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 4.95 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$16,135.35 per acre. An annual maintenance fee equal to 2% of this basis (\$1,597.40) will be collected for each developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year’s assessment for all the lots in the amount of \$1,597.40 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1020

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR NCH/OH AMBULATORY

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BUILDING-LEWIS CENTER:

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 NCH/OH Ambulatory Building-Lewis Center.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for NCH/OH Ambulatory Building-Lewis Center.

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 31st day of August, 2015 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **NATIONWIDE CHILDREN'S HOSPITAL**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **NCH/OH Ambulatory Building-Lewis Center** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to have surveyed, engineered, constructed, installed and/or otherwise make all of the following improvements:
 - a. Upgrade the traffic signal at the U.S. Route 23 and Gooding Boulevard intersection as shown and set forth to be performed and completed in the Traffic Study approved April 17, 2015, which is a part of this Agreement;
 - b. Install approximately 955 linear feet of 6" perforated underdrain using ADS N-12 pipe, or approved equal, including all boring, grading, seeding, mulching and restoration along the ditch in the Orange Township Park.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SIXTY THOUSAND DOLLARS (\$60,000)**, payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**". Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200)** 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 project and acceptance of the improvements by **DELAWARE COUNTY**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than July 1, 2016** and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER'S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements that result from the **OWNER'S** negligence or intentional misconduct.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should 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**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-1021

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR NORTH FARMS SECTIONS 6

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& 11:

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 North Farms Sections 6 & 11.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for North Farms Sections 6 & 11.

**OWNER'S AGREEMENT
PROJECT NUMBER: 15002**

THIS AGREEMENT, executed on this 31st day of August, 2015 between **M/I HOMES OF CENTRAL OHIO**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTH FARMS SECTIONS 6 & 11**, further identified as Project Number 15002 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 1 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 **FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$46,800)** 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.

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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**.

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	\$1,172,800
CONSTRUCTION BOND AMOUNT	\$1,172,800
MAINTENANCE BOND AMOUNT	\$ 172,800
INSPECTION FEE DEPOSIT	\$ 46,800

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-1022

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR NORTH FARMS SECTIONS 6 & 11 – SHANAHAN ROAD WIDENING:

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 North Farms Sections 6 & 11 – Shanahan Road Widening.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for North Farms Sections 6 & 11 – Shanahan Road Widening.

OWNER’S AGREEMENT

THIS AGREEMENT made and entered into this 31st day of August 2015 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I HOMES OF CENTRAL OHIO** hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **NORTH FARMS SECTIONS 6 & 11 – SHANAHAN ROAD WIDENING** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **FOUR HUNDRED TWENTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$428,400)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and current “**Subdivision Regulations of Delaware County, Ohio**”. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **THIRTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$34,300)** 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 project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.

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- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than July 1, 2016** and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER'S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices" and "Traffic Control for Construction and Maintenance"**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should 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**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-1023

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT WITH GEORGE J. IGEL & CO., INC. FOR DEL-CR 13-1.27, WORTHINGTON ROAD:

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

**DEL-CR 13-1.27, WORTHINGTON ROAD
BID OPENING OF AUGUST 18, 2015**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to George J. Igel & Co., Inc., the low bidder for the project known as DEL-CR 13-1.27, Worthington Road. A copy of the bid tabulation is available for your information; and

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

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and George J. Igel Co., Inc. for the project known as DEL-CR 13-1.27, Worthington Road as follows.

CONTRACT

THIS AGREEMENT is made this 31st day of August, 2015 by and between **George J. Igel & Co., Inc., 2040 Alum Creek Drive, Columbus, Ohio 43207**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**DEL-CR 13-1.27, WORTHINGTON ROAD**", 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 **Five Million Three Hundred Seventy-Seven Thousand One Hundred Four Dollars and Fifty Cents (\$5,377,104.50)**, subject to additions and deductions as provided in the Contract Documents.

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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 - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1024

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN
MICHAEL J. & KAREN J. GOODBURN 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 Michael J. & Karen J. Goodburn 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 Michael J. & Karen J. Goodburn 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 31st day of August, 2015, Michael J. & Karen J. Goodburn, whose address is 3700 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)
186-WD, 186-CH and 186-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 Three Thousand Eight Hundred Thirty-Six Dollars (\$3,836.00) 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 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

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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.

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

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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 Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-1025

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN CHRISTOPHER & MYRONA FULLER 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 Christopher & Myrona Fuller 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 Christopher & Myrona Fuller 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 31st day of August, 2015, Christopher & Myrona Fuller, whose address is 3642 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:

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See Attached Exhibit A (Property Description)
178-WD, 178-CH and 178-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 Thirteen Thousand Seven Hundred Dollars (\$13,700) 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.
 - f. 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.
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.

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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.
 - a. 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.
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 PURCHASER, 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.

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Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION NO. 15-1026

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN ROBERT S. & DAWN M. SKEENS 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 Robert S. & Dawn M. Skeens 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 Robert S. & Dawn M. Skeens 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 31st day of August, 2015, Robert S. & Dawn M. Skeens, 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)
181-WD, 181-CH and 181-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 Seven Thousand Six Hundred Ninety-Three Dollars (7,693.00) 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.
 - f. 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.
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.

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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.
 - a. 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.
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

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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 - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1027

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN BEVERLY WICKLINE 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 Beverly Wickline 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 Beverly Wickline 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 31st day of August, 2015, Beverly Wickline, whose address is 7951 Hickory Ridge Court, 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)
173-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 Three Hundred Dollars (\$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:
 - 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.

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- f. 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.
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.
 - a. 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

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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.

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 PURCHER, 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 Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-1028

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR WEDGEWOOD SECTION 8:

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

Whereas, The Engineer has received a request from Karl and Ingrid Svendsen, owners of Lot 2083, Wedgewood Section 8 Subdivision, Liberty Township, commonly known as 5055 Sheffield Avenue, Powell, Ohio 43065, to vacate a portion of the original drainage easement as recorded on Wedgewood Section 8 Subdivision plat that exists on the northwest corner of said Lot 2083; and

Whereas, the portion of the easement as described below which is located within said Lot 2083 as depicted in Plat Cabinet 1, Slides 458-458B, Recorder's Office, Delaware, Ohio has been determined by The Engineer to

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no longer be required with the recording of a new drainage easement on August 21, 2015, shown in Book 1371, Pages 2669-2673 of the Recorder's Office, Delaware, Ohio; and

Whereas, The Engineer requests your approval to vacate this portion of the easement and to include a marginal reference on Plat Cabinet 1, Slides 458-458B of this action to vacate this portion of this easement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Lot 2083 in Wedgewood Section 8 Subdivision, Liberty Township, Delaware County, Ohio (Plat Cabinet 1, Slides 458-458B) described as follows:

Description of a 56.0 Square Foot Drainage Easement Area to be Vacated

Situated in the State of Ohio, County of Delaware, Township of Liberty, in part of Lot 2083 in Wedgewood Section 8, as delineated and recorded in Plat Cabinet 1, Slides 458-458 B, and being Parcel Number 319-343-14-033-000 currently owned by Karl & Ingrid F. Svendsen and more particularly described as follows:

Beginning, for reference, at the northwest corner of Lot 2083;

thence South 44°33'44" East 10.92 feet, in the west line of said Lot 2083, which is the centerline of a 20 foot wide drainage easement as shown on said plat of Wedgewood Section 8, to a point in the west line of said Lot 2083;

thence North 45°26'16" East 10.00 feet, across said Lot 2083 to a point, marking a corner of said drainage easement;

thence South 44°33'44" East 74.15 feet, in said easement line to an angle point in said easement line;

(L1) thence South 86°39'22" East 9.33 feet, in said easement line to a point, marking the **Principal Place of Beginning** of the herein described easement to be vacated (Area A);

Thence the following four courses across Lot 2083 and said drainage easement;

(L2) **South 86°39'22" East 21.92 feet**, in said easement line, to a point;

(L3) **South 49°50'39" West 4.36 feet**, to a point;

(L4) **North 86°39'32" West 15.44 feet**, to a point;

(L5) **North 44°33'44" West 4.48 feet**, to the principal place of beginning, containing **56.0 square feet** more or less.

This description has been prepared by: Robert T. Patridge, Jr., P.S. Surveyor Number 7462

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-1029

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BURGESS & NIPLE, INC., FOR ENGINEERING CONSTRUCTION SERVICES FOR SAWMILL PARKWAY EXTENSION:

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

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

Whereas the County Engineer recommends approval of a Contract with Burgess & Niple, Inc., for Engineering Construction Services for Sawmill Parkway Extension, Phases A thru F;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Contract with Burgess & Niple, Inc., for Engineering Construction Services for Sawmill Parkway Extension, Phases A thru F as follows:

PROFESSIONAL SERVICES CONTRACT
(Engineering Construction Services for Sawmill Parkway Extension, Phases A thru F)

Section 1 – Parties to the Agreement

Agreement made and entered into this 31st day of August, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and the firm of Burgess & Niple, Inc., 5085 Reed Road, Columbus, OH, 43220.

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Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish unto the County professional services in accordance with the Engineering Services during Construction Proposal dated July 29, 2015, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Proposal. The fee shall not exceed **Twenty-Four Thousand Nine Hundred Dollars (\$24,900)** in total, in accordance with allowable costs and fees listed in the Consultant's aforementioned Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Proposal. Invoices shall be submitted to the Administrator by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than January 1, 2017. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

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

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other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Engineering Documents

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

Section 12 – Change of Key Consultant Staff

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

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Independent Contractor:** The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

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

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

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

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

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

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1030

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

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

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

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

Permit #	Applicant	Location	Type of Work
U15-082	Century Link	Wilson Road from Northstar Drive to Blue Stem Drive	Bury fiber optic
U15-083	Suburban Natural Gas	Lewis Center Road at North Road	Road bore
U15-084	Suburban Natural Gas	Sanctuary at the Lakes Section 5, Parts 1 & 2	Install gas main

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-1031

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

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

Drainage Maintenance Inspection Report for 2015 -

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2015 Drainage Maintenance Inspection Report

General Information

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

Proposed Work

1. Brush and cattails need sprayed.
2. Fertilizer and seeding is needed.
3. Pipe is needed.
4. Cost of project to do work.
5. Assessment column has percent to be collected for 2016 and projected income for 2015 and 2016.

JOINT COUNTY PROJECTS – 2016 COLLECTIONS

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	15%	Delaware / Marion
Carter Joint County	14%	Delaware / Marion
Coomer #435 Main	2%	Delaware / Morrow
Coomer #435 Lateral A	2.5%	Delaware / Morrow
Pumphrey Joint County	12%	Delaware / Morrow

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION NO. 15-1032

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR SOIL AND WATER:

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

Supplemental Appropriations

21911401-5288	Ditch Maintenance/Pipe	5,000.00
21911401-5328	Ditch Maintenance/Maintenance & Repair Services	145,000.00

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1033

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES AS A SAFETY PRECAUTION FOR CODE COMPLIANCE INSPECTORS:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure of Public Funds for Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County Code Compliance inspectors are required to work inside and outside with exposure to temperatures above 100 degrees for periods of more than one hour;

WHEREAS, as a safety precaution it is imperative that Code Compliance inspectors remain appropriately hydrated;

WHEREAS, the County Administrator and the Code Compliance Supervisor recommend the expenditures;

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NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Commissioner funds in an amount not to exceed \$75.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities as a safety precaution.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-1034

IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR THE LIBERTY PARK PUMP STATION, SANITARY SEWER & FORCEMAIN IMPROVEMENTS PLAN:

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

WHEREAS, the Director of Environmental Services recommends supporting the proposed project for the Liberty Park Pump Station, Sanitary Sewer & Forcemain Improvements for future connection to the County sewerage system; and

WHEREAS, the Director of Environmental Services recommends that the Board permit the Sanitary Engineer’s signature on a letter of support for concurrent review by the Ohio EPA; and

WHEREAS, the Sanitary Engineer’s signature on the aforementioned concurrent review letter does not constitute approval by the County Sanitary Engineer, County Engineer, or Board of Commissioners of the sanitary sewer improvement plan for the Liberty Park Pump Station, Sanitary Sewer & Forcemain Improvements; and

WHEREAS, additional changes to the sanitary sewer improvement plans for the Liberty Park Pump Station, Sanitary Sewer & Forcemain Improvements may still be required by the Sanitary Engineer or County Engineer’s office; and

WHEREAS, if the aforementioned letter of support is submitted to the EPA, Stantec, which is the professional engineering firm of record for this project, will be required to ensure that the final sanitary sewer improvement plan for the Liberty Park Pump Station, Sanitary Sewer & Forcemain Improvements, as signed by Delaware County, is the same plan as approved by the Ohio EPA.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners permits the Sanitary Engineer to sign a letter of support for concurrent review by the Ohio EPA for the Liberty Park Pump Station, Sanitary Sewer & Forcemain Improvements.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-1035

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR THE COURTYARDS AT HIDDEN RAVINES SECTION 1, 2 & 3 SANITARY IMPROVEMENTS PLAN:

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 The Courtyards at Hidden Ravines Section 1, 2 & 3 Sanitary Improvements Plan.

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 31st day of August 2015, by and between EPCON Communities, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the The Courtyards at Hidden Ravines Section 1, 2 & 3 Sanitary Improvements Plan and its corresponding subdivision plat or condominium amendments on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, 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 The Courtyards at Hidden Ravines Section 1, 2 & 3, dated June 2015, and approved by the County on June 29, 2015, all of which are a part of this Agreement. The Subdivider shall pay

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the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are 33 single family residential equivalent connections approved for Courtyards at Hidden Ravines Section 1 with this Agreement

There are 26 single family residential equivalent connections approved for Courtyards at Hidden Ravines Section 2 with this Agreement

There are 33 single family residential equivalent connections approved for Courtyards at Hidden Ravines Section 3 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 or condominium amendments. If the final Subdivision Plat or condominium amendments are not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

The Subdivider shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction for The Courtyards at Hidden Ravines Section 1 (\$171,082.84) 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.

The Subdivider shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction for The Courtyards at Hidden Ravines Section 2 (\$115,268.20) 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.

No approved financial warranties are necessary for The Courtyards at Hidden Ravines Section 3 until such time as Subdivider completes construction of this section.

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 The Courtyards at Hidden Ravines Sections 1, 2, & 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 The Courtyards at Hidden Ravines Section 1, 2, & 3 (\$15,060.85). The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sums estimated to be necessary to pay the cost of inspection by the Delaware County Sanitary Engineer:

\$14,550.00 for inspection of The Courtyards at Hidden Ravines Section 1

\$9,825.00 for inspection of The Courtyards at Hidden Ravines Section 2

\$12,225.00 for inspection of The Courtyards at Hidden Ravines Section 3

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 The Courtyards at Hidden Ravines Section 1, 2, & 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

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of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in 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

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. If each or any Section/Phase/Part is accepted separately, Subdivider agrees to provide as built drawings for each Section/Phase/Part as requested and one complete set of as built drawings for the The Courtyards at Hidden Ravines Sections 1, 2, & 3 Sanitary Sewer Improvement Plan with the last final acceptance.
- (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

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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 NO. 15-1036

IN THE MATTER OF APPROVING CHANGE ORDER NO. 8 WITH MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY DCES 14-03:

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

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

Whereas, additional materials and labor were needed to replace bad wood decking above the 69,500 lineal feet allowed for under the contract; and

Whereas, there is an increase of \$43,475.05 in the Contract Sum; and

Whereas, there is no change in the Contract Time; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 8.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 8 for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility and authorize the Sanitary Engineer to sign the Change Order document.

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-1037

IN THE MATTER OF APPROVING CHANGE ORDER NO. 9 WITH MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY DCES 14-03:

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

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

Whereas, additional materials and labor were needed to repair a beam in the administration building; and

Whereas, materials and labor were needed to install additional gutter on the blower building; and

Whereas, there is an increase of \$5,187.00 in the Contract Sum; and

Whereas, there is no change in the Contract Time; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 9.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 9 for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility and authorize the Sanitary Engineer to sign the Change Order document.

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

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RESOLUTION NO. 15-1038

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FOR THE QUAIL MEADOWS ELECTRICAL DESIGN SERVICES:

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

Whereas, Delaware County is currently under contract with Stantec Consulting Services to provide design and some construction services for the Quail Meadows Pump Station Upgrade; and

Whereas, due to construction difficulties, additional inspection services are needed beyond the original estimate on an as needed basis; and

Whereas, there is an increase in the Contract Amount of \$10,000 (from \$63,363.00 to \$73,363.00); and

Whereas, the Sanitary Engineer has reviewed the above request and recommends the issuance of Change Order No. 2.

THEREFORE BE IT RESOLVED by the Delaware County Board of Commissioners to approve Change Order No. 2 for the Quail Meadows Electrical Design Services project.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1039

IN THE MATTER OF APPOINTING A CITIZEN MEMBER TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 10, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 06-1017, establishing the Sunbury Meadows Community Development Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Development Authority Board of Trustees, pursuant to Resolution No. 06-1017 and section 349.04 of the Revised Code; and

WHEREAS, there is currently a vacancy in the term of a citizen member on the Board of Trustees that expires on August 9, 2017;

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

Section 1. The Board of Commissioners hereby approves the following appointment to the Sunbury Meadows Community Development Authority Board of Trustees:

Position	Appointee	Term Ends
Citizen Member	Steve Mazzi	August 9, 2017

Section 2. The appointment approved herein shall be effective immediately upon adoption of this Resolution.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-1040

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Environmental Services recommends hiring Mark Scharer as an Inspector; effective September 1, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Mark Scharer as an Inspector; effective September 1, 2015.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

ADMINISTRATOR REPORTS

-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Attended the CCAO budget seminar last Thursday.

Commissioner Merrell

-Also attended the CCAO budget seminar last Thursday.

RESOLUTION NO. 15-1041

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; DISMISSAL; DISCIPLINE; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:16 AM.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1042

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 11:13 AM.

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RECESS/RECONVENE (IN THE FIELD)

1:30 PM Viewing For Consideration Of The Lateral #2 Of The Scott #604 Watershed Drainage Improvement Petition (3873 Piatt Road)

IN THE FIELD:

1:30 PM VIEWING FOR CONSIDERATION OF THE LATERAL #2 OF THE SCOTT #604 WATERSHED AREA DRAINAGE PETITION

On August 31, 2015 at 1:30PM, near the following 3873 Piatt Road, The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: President, Gary Merrell; Vice President Barb Lewis

On June 9, 2015, a drainage petition for the Lateral #2 Of The Scott #604 watershed was filed with the Board of County Commissioners:

- Commencing in Delaware County, Berlin Township, within Lateral #2 of the Scott #604 watershed
- To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

NOTE: the first hearing on the petition is scheduled for **Thursday November 5, 2015, at 9:45AM**

The Commissioners:

- Looked At and Followed the Proposed Replacement Tile Areas
- Township replaced 15 inch alongside of road and may plan to increase size if approved
- Walked Property to former wheat field behind 3873 Piatt;
- Ponding between cottonwood tree and tree fence row along back
- pooling of water on front of road;
- proposed tile area to a good and sufficient outlet
- the draft plans from the dismissed lateral in the June 2010 petition process in this area will be reviewed if proceed past first hearing

- projects since 1998 are automatically placed on County Drainage Maintenance Program
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future
- SWCD does not have a muskrat control program, but the maintenance program will repair damage to the system caused by animals

-4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

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

SIGN-IN SHEET FOR AUGUST 31, 2015

**1:30 PM Viewing For Consideration Of The Lateral #2
 Of The Scott #604 Watershed Drainage
 Improvement Petition (3873 Piatt Road)**

	NAME	ADDRESS
1	Jay Alex Walraven	Clerk Board Comm.
2	Linda Gubler	3873 PIATT Rd. DelOH 43015
3	Emily [unclear]	2535 Peach Blv. Rg Lewis Co, Tex
4	[unclear]	P.O. Box 431 DOUGHERTY
5	BILL GVBIB	
6	Kenneth Buell	11646 Downing Rd Clinton OH 43013
7	Ronald Bullock	2440 LACKY DCD STARS DECAWAKE 43015
8	Brett Bergetford	50 Jennings St. OCEO
9	Larry Jeffers	557 Sunbury Rd. Del.
10	Tommy [unclear]	3032 Piatt Rd
11	Charles [unclear]	3109 Peach Blv Rg
12	John Corcoran	3807 Piatt
13	Larry Mew	Commissioner
14	Matt [unclear]	DSWCD
15	Barb Lewis	Commissioner
16		

There being no further business, the meeting adjourned.

 Gary Merrell

 Barb Lewis

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Jennifer Walraven, Clerk to the Commissioners