

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD OCTOBER 12, 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  
 Jeff Benton, Commissioner

**1**  
 RESOLUTION NO. 15-1218

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 8, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 8, 2015; and

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

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

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

**2**  
 PUBLIC COMMENT

**3**  
 ELECTED OFFICIAL COMMENT

**4**  
 RESOLUTION NO. 15-1219

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1009:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1009 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Netcare	Medical Check for Clients	10011202-5342	\$ 10,000.00
Santek Environmental	Alum Creek Work	66211904-5380	\$ 50,000.00

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

**5**  
 RESOLUTION NO. 15-1220

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Assistant County Administrator/Director of Administrative Services is requesting that Brad Euans attend an Ohio PRIMA Education Conference in Columbus, Ohio at the cost of \$75.00 (fund number 61311923).

The Court of Common Pleas is requesting that Lorrie Sanderson attend a Pre-trail Conference in Columbus, Ohio from November 19-20, 2015 at the cost of \$90.00 (fund number 25622303).

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

**6**  
 RESOLUTION NO. 15-1221

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER 2015:

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It was moved by Mrs. Lewis, seconded by Mr. Benton to accept the Treasurer’s Report for the month of September 2015.

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

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

**7  
RESOLUTION NO. 15-1222**

**IN THE MATTER OF SCHEDULING A SPECIAL SESSION ON WEDNESDAY OCTOBER 21, 2015 AT 1:30PM FOR ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COMPENSATION OF A PUBLIC EMPLOYEE AND FOR COLLECTIVE BARGAINING:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to schedule a special session on Wednesday October 21, 2015 at 1:30PM for adjourning into executive session for consideration of compensation of a public employee and for collective bargaining.

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

**8  
RESOLUTION NO. 15-1223**

**IN THE MATTER OF SCHEDULING THE SPECIAL COMMISSIONERS’ SESSIONS FOR THE 2016 BUDGET HEARINGS STARTING AT 1:30PM MONDAY OCTOBER 26<sup>TH</sup>, 2015 AND CONTINUING THRU THURSDAY NOVEMBER 19<sup>TH</sup>, 2015:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve scheduling the Special Commissioners’ sessions for the 2016 budget hearings starting at 1:30PM Monday October 26<sup>th</sup>, 2015 and continuing thru Thursday November 19<sup>th</sup>, 2015.

Starting times for each day are as follows:

Monday October 26, 2015 at 1:30PM  
Tuesday October 27, 2015 at 9:30AM  
Wednesday October 28, 2015 at 9:30AM  
Thursday October 29, 2015 at 1:00PM  
Friday October 30, 2015 at 1:00PM

Monday November 2, 2015 at 1:30PM  
Wednesday November 4, 2015 at 1:00PM

Monday November 16, 2015 at 1:30PM  
Tuesday November 17, 2015 at 1:00PM  
Thursday November 19, 2015 at 1:00PM

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

**9  
RESOLUTION NO. 15-1224**

**IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS AND RELEASING SURETIES FOR ALUM CROSSING SECTION 2, PHASE B, PART 1; ALUM CROSSING SECTION 2, PHASE B, PART 2; AND ESTATES OF GLEN OAK SECTION 5, PHASE A:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to accept roads, approve recommended speed limits and release sureties for the following:

**Alum Crossing Section 2, Phase B, Part 1**

Whereas, The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system.

- An extension of 0.05 mile to **Township Road Number 1521, Orangelake Drive**
- **Rocklake Court**, to be known as **Township Road Number 1639**

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

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The Engineer also requests approval to return the Letter of Credit being held as maintenance surety to the owner, Rockford Homes.

**Alum Crossing Section 2, Phase B, Part 2**

Whereas, The Engineer has reviewed the roadway construction of the road within the referenced subdivision and finds it to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadway within the referenced subdivision be accepted into the public system.

- An extension of 0.09 mile to **Township Road Number 1639, Rocklake Court**

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

The Engineer also requests approval to return the Letter of Credit being held as maintenance surety to the owner, Rockford Homes

**Estates of Glen Oak Section 5, Phase A**

Whereas, The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system.

The roadways to be accepted are as follows:

- An extension of 0.17 mile to **Township Road Number 1433, Scarlet Avenue**
- An extension of 0.11 mile to **Township Road Number 1455, Lilly Place**
- An extension of 0.06 mile to **Township Road Number 1613, Ivy Street**
- **Sedge Drive**, to be known as **Township Road Number 1640**
- **Blue Stem Drive**, to be known as **Township Road Number 1641**

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

The Engineer also requests approval to return the Bond being held as maintenance surety to the owner, Pulte Homes of Ohio, LLC.

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

**10**

**RESOLUTION NO. 15-1225**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR ALUM CROSSING SECTION 2, PHASE B, PART 1 AND ESTATES OF GLEN OAK SECTION 5, PHASE A:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to establish stop conditions for the following:

**Stop Conditions – Alum Crossing Section 2, Phase B, Part 1:**

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1639, Rocklake Court, at its intersection with township Road Number 1521, Orangelake Drive

**Stop Conditions – Estates of Glen Oak Section 5, Phase A**

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

- On Township Road Number 1455, Lilly Place, at its intersection with Township Road Number 1433, Scarlet Avenue
- On Township Road Number 1455, Lilly Place, at its intersection with Township Road Number 1641, Blue Stem Drive
- On Township Road Number 1613, Ivy Street, at its intersection with Township Road Number 1640, Sedge Drive
- On Township Road Number 1640, Sedge Drive, at its intersection with Township Road Number 1433, Scarlet Avenue

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

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RESOLUTION NO. 15-1226

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR BROOKVIEW MANOR SECTION 1:

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

Whereas, Pulte Homes of Ohio, LLC. has submitted the Plat of Subdivision ("Plat") for Brookview Manor Section 1, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on August 28, 2015; and

Whereas, Del-Co Water has reviewed said Plat and Plans for conformance with Del-Co's regulations and approved said Plat on August 27, 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 August 28, 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 August 31, 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 September 21, 2015;

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

Brookview Manor Section 1

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lots 10 (11.139 Acres) and 32 (15.468 acres), Section 1, Township 4, Range 18, United States Military Lands, Being 26.607 acres of land all out of that 87.845 acre tract conveyed to Pulte Homes of Ohio, LLC, a Michigan Limited Liability Company, by Deed of Record in Official Record 1310, Page 2276-2279, Being of Record in the Recorder's Office, Delaware County, Ohio. Cost \$84.

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

12

RESOLUTION NO. 15-1227

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN FAY B. BAYNTON AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR-124-2.77, HOME AND STEITZ ROADS:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Fay B. Baynton for the project known as DEL-CR-124-2.77, Home and Steitz Road.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Fay B. Baynton for the project known as DEL-CR-124-2.77, Home and Steitz Roads as follows:

CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 12<sup>th</sup> day of October, 2015, Fay B. Baynton, whose address is 7560 Steitz Road, Powell, Ohio 43065 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  
DEL-CR-124-2.77  
24-SH, 24-T

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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 Hundred and Fifty Dollars (\$ 750.00 ) 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 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.

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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.

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

**13**

**RESOLUTION NO. 15-1228**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN**

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**DALLAS & JULIE COOPER 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. Benton to approve the following:

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Dallas & Julie Cooper 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 Dallas & Julie Cooper 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 12<sup>th</sup> day of October, 2015, Dallas & Julie Cooper, whose address is 3745 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  
192-WD, 192-CH and 192-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 Twenty-Two Thousand Six Hundred Thirty-One Dollars (\$22,631.00) 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.
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.)

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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 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.



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- 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.

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

**14**

**RESOLUTION NO. 15-1229**

**IN THE MATTER OF APPROVING LEGISLATION FOR THE EXTENSION OF GEMINI PARKWAY:**

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

**PID No. 95706**  
**ODOT Project No. (2016)**  
**CONTRACT**  
**(Chapter 5521, Ohio Revised Code)**

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of Commissioners of Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as the "COUNTY");

**WITNESSTH:**

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the COUNTY may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the COUNTY and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation through resolution 15-313, the COUNTY has committed to pay a sum of \$3,000,000.00 as its share of the total cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the COUNTY has filed with the certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the COUNTY hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the promises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION 1: RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II: PURPOSE**

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The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the COUNTY and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**Extending Gemini Parkway from Orion Place eastward to Worthington Road. Intersection work on East Powell Road included, lying within Delaware County.**

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the COUNTY in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the amount of contribution by the COUNTY.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The COUNTY agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount Two Million One Hundred Sixty Thousand and--- 00/100 Dollars (\$3,000,000.00).
5. The County agrees to participate in this project in a lump sum amount of \$3,000,000.00.

Notwithstanding any other provision of this Agreement, the County's total contribution shall not exceed the amount set forth in Resolution No. 15-313.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The STATE and County agree that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The STATE agrees to assume and bear one hundred percent (100%) of the costs of right-of-way, which include all eligible utility costs. The County agrees to empower ODOT with the responsibility for all utility accommodation, relocation, and reimbursement, and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual. In addition, the County agrees to give authority to ODOT to acquire all necessary right-of-way required for the described Project.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award and administer construction of the PROJECT in accordance with ODOT's policies and procedures.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and COUNTY concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows

Board of County Commissioners  
101 N. Sandusky St. Delaware, Ohio 43015

Ohio Department of Transportation Office of Estimating  
1980 West Broad Street, 1st Floor Columbus, Ohio 43223

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SECTION X: FEDERAL REQUIREMENTS

The STATE agrees to conform to the necessary provisions of Ohio and Federal Law in the administration of this PROJECT.

1. In carrying out this contract, the State and the County shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. The State and the County will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, the State and the County agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The State and the County will, in all solicitations or advertisements for employees placed on or behalf of the State and County, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable the State and County shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requires in all subcontracts for such work.
3. The State and the County agree to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. The State and the County shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the parties hereby irrevocably consent to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the COUNTY shall not be valid and enforceable unless funds are appropriated by the Board of Commissioners of Delaware County.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. The COUNTY agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

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

**15**

**RESOLUTION NO. 15-1230**

**IN THE MATTER OF APPROVING PLANS FOR IMPROVEMENTS TO LIBERTY ROAD  
(COUNTY ROAD 9):**

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

WHEREAS, plans have been prepared for the City of Powell entitled Public Street & Storm Improvements for Extension of Murphy Parkway 2015 (The Plans); and

WHEREAS, improvements to Liberty Road (County Road 9) in the form of a turn lane are included within The

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Plans.

NOW THEREFORE BE IT RESOLVED that the Delaware County Commissioners approve the improvements to Liberty Road (County Road 9) as shown in The Plans (a copy available for review at the Commissioners' Office until no longer of administrative value).

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

**16**

**RESOLUTION NO. 15-1231**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton 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
U15-097	Time Warner Cable	Sawmill Drive	Road Bore
U15-098	AT&T	Royal Birkdale Drive	Dig splice pit
U15-099	Columbia Gas	Orange Center Drive	Tie into existing gas main
U15-100	Suburban Natural Gas	Worthington Road	Road Bore
U15-101	Suburban Natural Gas	North Farms Sec. 6 & 11	Install Gas Main
U15-102	Aspire Energy	Gorsuch Road	Road Bore

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

**17**

**RESOLUTION NO. 15-1232**

**IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY, APPROVING SUPPLEMENTAL APPROPRIATIONS AND ADVANCES OF CASH:**

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

**New Organizational Key**

29440435                      I-71 Big Walnut Interchange

**Advance of Cash**

10040421-8500              I-71 Big Walnut Interchange/Advances Out              \$250,000  
 29440435-8400              I-71 Big Walnut Interchange/Advances In              \$250,000

**Supplemental Appropriations**

29440435-5420              I-71 Big Walnut Interchange/Road Constructions              \$250,000

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

**18**

**RESOLUTION NO. 15-1233**

**IN THE MATTER OF RENEWING THE CONTRACT FOR SNOW REMOVAL SERVICES FOR THE DELAWARE COUNTY:**

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

WHEREAS, Delaware County awarded the bid and contracted with B & L Packrat LLC effective on December 1, 2013 for snow removal services; and

WHEREAS, per the terms of the bid contract, it may be renewed if agreed upon by both parties for three (3) additional one (1) year periods; and

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WHEREAS, per the terms of the bid contract an increase in costs may be negotiated upon renewal;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the renewal of the contract with B&L Packrat, LLC, for snow removal services for Delaware County for the first one (1) year period at the following rates:

County Court House 91 North Sandusky, Commissioners office rear lot:  
 Plowing \$100.00 / salt 160#

Old Jail and Parking lot N. Franklin St.  
 Plowing \$110.00 / salt 160#

Wolf Building  
 Plowing \$90.00 / salt 80#

Rutherford B Hayes Building  
 Plowing \$350.00 / salt 500#, 3 bags calcium mix

Sheriff DTU Maintenance facility  
 Plowing \$200.00 / salt 350#

EMS 2  
 Plowing \$125.00 / salt 160#

EMS 5  
 Plowing \$110.00 / salt 160#

EMS 9  
 Plowing \$135.00 / salt 160#

EMS 7 North Gate Dr.  
 Plowing \$135.00 / salt 160#

Sheriff Office/ Jail  
 Plowing \$350.00 / salt 440#

Dog Shelter  
 Plowing \$140.00 / salt 160#

Wills Building  
 Plowing \$385.00 / salt 680#

Sheriff's DD South Substation (replacing Alum Creek Substation)  
 Plowing \$100.00 / salt 160#

Salt \$0.25 per lb.  
 Calcium mix \$40.00 per bag

Total per plowing		\$2,340.00
Salt	3330#	\$832.50
Cal mix	3 bags	\$120.00
Total all locations		\$3,292.50

As needed to assist EMS Maintenance  
 EMS 1  
 Plowing \$95.00 / salt 160#: \$40.00

EMS 3  
 Plowing \$100.00 / salt 80#: \$20.00

EMS 8  
 Plowing \$135.00 / salt 160#: \$40.00

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

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**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR  
LIBERTY PARK SANITARY SEWER PUMP STATION & FORCEMAIN IMPROVEMENTS:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following sanitary sewer construction plans for Liberty Park Sanitary Sewer Pump Station & Forcemain Improvements for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Liberty Park Sanitary Sewer Pump Station & Forcemain Improvements for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Liberty Park Sanitary Sewer Pump Station & Forcemain Improvements for submittal to the Ohio EPA for their approval.

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

**20**

**RESOLUTION NO. 15-1235**

**IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY FOR  
ENVIRONMENTAL SERVICES:**

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

<b>New Organizational Key</b>	<b>Name</b>
66711909	LSWRF Improvements

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

**21**

**RESOLUTION NO. 15-1236**

**IN THE MATTER OF ACCEPTING EASEMENTS FOR SANITARY SEWER PURPOSES FROM  
THE RESERVE AT SCIOTO GLENN, LLC BY METRO DEVELOPMENT, LLC:**

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

WHEREAS, Sanitary Easements are required for the construction of the Reserve at Scioto Glenn Phase 2 within the City of Powell; and

WHEREAS, The Reserve at Scioto Glenn, LLC by Metro Development, LLC has provided the easements for sanitary sewer as shown on the plat for Phase 2 of the development;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the sanitary easements granted by The Reserve at Scioto Glenn, LLC by Metro Development, LLC.

(Copy available for review at the Sanitary Engineer’s Office until no longer of administrative value.)

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

**22**

**RESOLUTION NO. 15-1237**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY  
BOARD OF COMMISSIONERS AND STATUS, CONTROL AND INTEGRATION, INC. FOR THE  
ACWRF PRE-TREATMENT PLC UPGRADE:**

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the following Agreement with Status, Control and Integration, Inc. for the ACWRF Pre-Treatment PLC Upgrade.

**DIVISION OF ENVIRONMENTAL SERVICES**  
**REGIONAL SEWER DISTRICT**  
**ALUM CREEK WATER RECLAMATION FACILITY**  
**PRE-TREATMENT PLC UPGRADE CONTRACT**

**Section 1 – Parties to the Agreement**

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This Agreement is made and entered into this 12th day of October, 2015 by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Status, Control and Integration, Inc. 8555 McCann Rd. Kensington, Ohio 44427 ("Contractor") (hereinafter collectively referred to as the "Parties").

**Section 2 – Contract Administrator**

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

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

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

**Section 4 – Compensation**

The Contractor agrees that invoices for the Scope of Services in Section 3 of this agreement shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. The County shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not exceed \$48,933.00 in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

**Section 5 – Payment**

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

**Section 6 – Term**

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

**Section 7 – Insurance**

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

**Section 8 – Liability and Warranties**

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

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

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employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

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

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

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

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

**Section 11 – Miscellaneous Terms & Conditions**

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

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

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

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



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

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

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

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

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Status, Control and Integration, Inc. in the amount of \$48,933.00 from org key 66211904-5428.

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

**23**  
**ADMINISTRATOR REPORTS**

**Tim Hansley**  
-No reports

**24**  
**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Lewis**  
-Attended a Crop Walk yesterday at Ohio Wesleyan University.

**Commissioner Benton**  
-Attended a MORPC meeting last Thursday  
-Tomorrow night the commissioners will be a part of a Women’s Club Panel Discussion  
-Will be attending a Verona subdivision groundbreaking tomorrow. This will be site of the 2016 Parade of Homes

**Commissioner Merrell**  
-No reports

**25**  
**RESOLUTION NO. 15-1238**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 10:02 AM.

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

**Commissioner Benton was absent due to a previous commitment.**

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**RESOLUTION NO. 15-1239**

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session at 10:53AM.

Vote on Motion                Mrs. Lewis            Aye    Mr. Benton            Absent    Mr. Merrell            Aye

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners