

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015

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

Present:
Gary Merrell, President
Barb Lewis, Vice President
Jeff Benton, Commissioner

1
RESOLUTION NO. 15-1334

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 5, 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 November 5, 2015; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

ANNE KAISER AND CATHY SCHWANDT
VOLUNTEER COORDINATORS PANCREATIC CANCER ACTION NETWORK

4
RESOLUTION NO. 15-1335

IN THE MATTER OF DECLARING NOVEMBER 13 "WORLD PANCREATIC CANCER DAY" IN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS, in 2015, an estimated 48,960 people will be diagnosed with pancreatic cancer in the United States and 40,560 will die from the disease; and

WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020; and

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just seven percent; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 93 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, approximately 1,920 deaths will occur in Ohio in 2015; and

WHEREAS, pancreatic cancer is the 7th most common cause of cancer-related death in men and women across the world; and

WHEREAS, there will be an estimated 367,000 new pancreatic cancer cases diagnosed globally in 2015; and

WHEREAS, the good health and well-being of the residents of Delaware County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

THEREFORE BE IT RESOLVED, that the Board of Delaware County Commissioners designate November 13 as "World Pancreatic Cancer Day" in the County of Delaware.

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015

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

5
RESOLUTION NO. 15-1336

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1106:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1106 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1505104	ORANGE TOWNSHIP TRUSTEES	12 MONTH LEASE AGREEMENT	10011303 - 5335	\$8,640.00
R1505473	SIMCO ELECTRIC INC	ELECTRICAL WORK IN 911 CENTER FOR NEW CONSOLES	21411306 - 5328	\$19,640.00

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

**KRISTINE HODGE, SUPERINTENDENT
DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

6
RESOLUTION NO. 15-1337

IN THE MATTER OF APPROVING A RESOLUTION OF NECESSITY FOR LEVYING THE RENEWAL OF AN EXISTING TAX EXCEEDING THE TEN-MILL LIMITATION FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the Delaware County Board of Developmental Disabilities; and,

WHEREAS, a resolution declaring the necessity of levying a tax, pursuant to section 5705.19 of the Ohio Revised Code, outside the ten-mill limitation must be passed and certified to the Auditor of Delaware County in order to permit the Board of County Commissioners to consider the levy of such a tax and must request that the Auditor certify the total current tax valuation of Delaware County, as well as the dollar amount of revenue that would be generated by a specified number of mills or the number of mills required to generate a specified amount of revenue.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio (“Board”), at least two-thirds of all members elected thereto concurring, that it is necessary to levy a renewal of an existing tax in excess of the ten-mill limitation for the benefit of Delaware County for the operation of community developmental disabilities programs and services by the Board of Developmental Disabilities and for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities in Delaware County, said purpose being authorized by sections 5705.19(L) and 5705.222 of the Ohio Revised Code;

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to certify a copy of this Resolution to the Delaware County Auditor. The Board hereby requests that the Auditor certify to this Board the total current tax valuation of Delaware County, as well as the dollar amount of revenue that would be generated by the levy of 2.1 mills, such levy being the renewal of an existing 2.1 mills, if said tax were approved by the electors.

This Resolution shall be in full force and effect immediately upon adoption.

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

7
RESOLUTION NO. 15-1338

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR LIBERTY TRACE SECTION 1:

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

Whereas, The Engineer recommends approving the Owner’s Agreement for Liberty Trace Section 1.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Liberty Trace Section 1:

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015**

**OWNER'S AGREEMENT
PROJECT NUMBER: 13064**

THIS AGREEMENT, executed on this 9th day of November, 2015 between **PULTE HOMES OF OHIO, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **LIBERTY TRACE SECTON 1**, further identified as Project Number 13064 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 **FIFTY-TWO THOUSAND DOLLARS (\$52,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

The **OWNER** shall obtain all other necessary utility services incident to the construction of the

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015

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	\$1,705,300
CONSTRUCTION BOND AMOUNT	\$1,705,300
MAINTENANCE BOND AMOUNT	\$ 170,600
INSPECTION FEE DEPOSIT	\$ 52,000

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

8
RESOLUTION NO. 15-1339

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR LIBERTY ROAD WIDENING AND HOME ROAD TRAFFIC SIGNAL:

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

Whereas, The Engineer recommends approving the Owner's Agreement for Liberty Road Widening and Home Road Traffic Signal

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Liberty Road Widening and Home Road Traffic Signal:

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 9th day of November, 2015 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **PULTE HOMES OF OHIO, LLC** hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled "**LIBERTY ROAD WIDENING AND HOME ROAD TRAFFIC SIGNAL**" 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 **SEVEN HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$729,400)** 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) The **OWNER** shall also deposit inspection fees in the amount of **FORTY-FOUR THOUSAND DOLLARS (\$44,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, 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 September 30, 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**".

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015

- 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 Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

9
RESOLUTION NO. 15-1340

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR NORTH ROAD WIDENING:

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

Whereas, The Engineer recommends approving the Owner's Agreement for North Road Widening

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for North Road Widening:

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 9th day of November, 2015 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **METRO DEVELOPMENT**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **NORTH ROAD WIDENING**, 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 improvements according to the **PLAN**.
- 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 **EIGHT HUNDRED SEVENTY THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$870,175.00)**, 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 **FIFTY-TWO THOUSAND DOLLARS (\$52,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the 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.

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015**

- 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 Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

10

RESOLUTION NO. 15-1341

IN THE MATTER OF APPROVING A REAL ESTATE ACQUISITION SERVICES AGREEMENT WITH DUNROBIN ASSOCIATES, LLC FOR SUNBURY ROAD, DEL-CR30-0.00:

It was moved by Mrs. Lewis, seconded by Mr. Benton 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 has received proposals from engineering firms interested in providing services for the project known as Sunbury Road, DEL-CR30-0.00; and

Whereas, the County Engineer has selected the consulting firm of Dunrobin Associates, LLC through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for Sunbury Road, DEL-CR30-0.00, and requests that the Board enter into Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Real Estate Acquisition Services Agreement is hereby approved:

DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement
Sunbury Road, DEL-CR30-0.00

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 9th day of November, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of Dunrobin Associates, LLC, 4966 Winters Lane, Cold Spring, Kentucky 41076 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

Section 3 – Basic Services of Consultant

The duties of the Consultant shall encompass the following right-of-way acquisition services within Delaware County for the project known as Sunbury Road, DEL-CR30-0.00 as outlined in the Consultant’s Scope of Services dated October 14, 2015: project management, title research, appraisal, negotiations, closings and relocations.

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section 3, an amount not to exceed Seventy-Two Thousand Three Hundred Fifty Dollars (\$72,350.00).
- 4.2 The actual cost plus reimbursable expenses as incurred by the Consultant in the performance of the portion of the work outlined in Section 3 of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Notwithstanding any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$72,350.00. Unless the County appropriates and

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015**

authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended June 30, 2016. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date the County receives the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.

- 5.2 County shall provide all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

- 6.1 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

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 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.
- 7.5 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 in accordance with 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. 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 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 extent caused in whole or part 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.

As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the work, and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets.

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final invoice for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

In the unforeseen event that substantial changes to the scope of work as defined in Section 3 are required during performance of work under this Agreement, 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.

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015**

Section 11 – Ownership of Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this 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 project, 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.
- 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.

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015**

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 Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**11
RESOLUTION NO. 15-1342**

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
U15-107	Time Warner Cable	Duncan Run Road	Replace cable
U15-108	Time Warner Cable	Green Meadows Drive	Place cable in right-of-way
U15-109	AT&T	Worthington Road	Relocate cable
U15-110	AEP	Worthington Road	Relocate poles
U15-111	Time Warner Cable	Red Bank Road	Directional bore

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

**12
RESOLUTION NO. 15-1343**

IN THE MATTER OF RENAMING AN ORGANIZATION KEY AND APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY OFFICE OF HOMELAND SECURITY & EMERGENCY MANAGEMENT:

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

Whereas, the Director of the Delaware County Office of Homeland Security & Emergency Management recommends renaming an Organization Key And Supplemental Appropriations for the purposes of side scan sonar, personal protective equipment, hazardous materials response equipment/services and a public safety exercise;

Whereas, the Executive Committee for the Delaware County Office of Homeland Security & Emergency Management approved the application for and execution of the aforementioned grant projects;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the remaining of an Organization Key And Supplemental Appropriations for Delaware County Office of Homeland Security & Emergency Management:

Renamed Organization Key
21581303 2015 State Homeland Security Grant

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015

Supplemental Appropriations		Amount
21581303-5365	FY15 State Homeland Security Grant/Grant Related Services	\$49,824.62
21581303-5215	FY15 State Homeland Security Grant/Program Supplies	\$17,826.52
Vote on Motion	Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye	

13

RESOLUTION NO. 15-1344

IN THE MATTER OF AMENDING THE SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND CALLOS RESOURCE FOR THE TANF SUMMER YOUTH PROGRAM:

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

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment for the TANF Summer Youth Program:

**Second Amendment
 To
 Contract For The Professional Services Agreement
 Between
 Callos Resource and Delaware County**

This Second Amendment of the Contract For The Provision of Professional Services is entered into this 9th day of October, 2015 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Callos Resource, LLC. (hereinafter "CALLOS") whose address is 6547 E. Livingston Ave., Reynoldsburg, OH 43068 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Agreement For Professional Services on December 18, 2014.

WHEREAS, the parties agree to the addition of certain provisions to the Agreement (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The maximum amount payable pursuant to this Agreement shall be increased to one hundred seventy six thousand dollars and no cents (\$176,000.00).

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Agreement, the First Amendment, and this Second Amendment, the terms of the Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Agreement and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

14

RESOLUTION NO. 15-1345

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

**COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015**

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

Fund Transfers	From	To	amount
	22511607-5801	22411604-4601	
	Children Services/Transfers	JFS Child Protection/Interfund Revenues	\$ 273,140.06
Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis
		Aye	Mr. Benton
			Aye

15
RESOLUTION NO. 15-1346

IN THE MATTER OF APPROVING THE SERVICE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND XCELIGENT, INC.:

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

WHEREAS, Delaware County Economic Development supports a website providing information to the business community; and

WHEREAS, Xceligent, Inc. provides the property search tool component to the website.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, County of Delaware, State of Ohio, hereby approve the service agreement with Xceligent, Inc.

Section 1. The Board hereby approves the contract with Xceligent, Inc. in the amount of \$4,000 for years one and two and \$5,000 for years three and four.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

(Copy of the agreement shall be maintained in the commissioners' office until no longer of administrative value)

Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye
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16
RESOLUTION NO. 15-1347

IN THE MATTER OF DONATING PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE TO THE DELAWARE AREA CAREER CENTER BOARD OF EDUCATION:

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

WHEREAS, Delaware County currently owns certain personal property, specifically a 2001 Ford E-450, Braun Ambulance, VIN number 1FDXE45F21HA91937 with attached Code-3 MX7000 emergency light bar, Code-3 Siren, and ambulance cot mounting system (the "Property"), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the "Board") may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property's value; and

WHEREAS, the Delaware Area Career Center has expressed a need for and can utilize the Property in its education of Emergency Medical Service Education students;

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

Section 1. The Board hereby approves the donation of the Property to the Delaware Area Career Center, Delaware County, Ohio.

Section 2. Pursuant to section 307.12(D) of the Revised Code, the Board makes no determination of the value of the Property, and the Property shall be donated upon the condition that the Property is accepted "as is."

Section 3. The President of the Board is hereby authorized to execute any documents necessary to complete the donation of the Property approved herein.

Section 4. The Clerk of the Board shall provide a certified copy of this Resolution to the Treasurer of the Delaware Area Career Center.

Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye
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COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015

financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

19

RESOLUTION NO. 15-1350

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 TO THE DEVELOPER-CONTRACTOR AGREEMENT BETWEEN CONCORD/SCIOTO DEVELOPMENT LLC AND KENMORE CONSTRUCTION, INC. FOR THE O’SHAUGHNESSY RESERVOIR REGIONAL PUMP STATION:

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

Whereas, there is a Developer-Contractor Agreement between Concord/Scioto Development LLC and Kenmore Construction, Inc. for the construction of the O’Shaughnessy Reservoir Regional Pump Station; and

Whereas, pursuant to the Amended and Restated IGA between Delaware County and the Concord/Scioto Community Authority, the Delaware County Board of Commissioners must approve all change orders to the Developer-Contractor Agreement; and

Whereas, there is an increase in the contract in the amount of \$19,614.37; and

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

Whereas, the Sanitary Engineer recommends approval of Change Order No. 1.

THEREFORE BE IT RESOLVED by the Delaware County Board of Commissioners to approve Change Order No. 1 to the Developer-Contractor Agreement between Concord/Scioto Development LLC and Kenmore Construction, Inc. for the construction of the O’Shaughnessy Reservoir Regional Pump Station.

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

20

RESOLUTION NO. 15-1351

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FOR THE TIP FLOOR REPAIRS TO THE DELAWARE COUNTY SOLID WASTE TRANSFER STATION AGREEMENT:

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

Whereas, Tuttle Construction Inc. is currently under contract to complete the tip floor repairs to the Delaware County Solid Waste Transfer Station; and

Whereas, Work Directive No. 1 required additional materials and labor to replace a block push wall with a cast in place push wall for safer and more efficient use of the tip floor; and

Whereas, there is an increase in the contract cost of \$18,200.00; and

Whereas, there is an increase in the contract time of 3 days; and

Whereas, the Director of Environmental Services recommends approving Change Order No. 1.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 1 for the tip floor repairs to the Delaware County Solid Waste Transfer Station and authorize the Director of Environmental Services to sign the Change Order document.

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

21

RESOLUTION NO. 15-1352

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:

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

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code, which was later renamed as the Delaware County Finance Authority in Resolution No. 13-973; and

WHEREAS, the Board of Commissioners shall make appointments to the Delaware County Finance Authority Board of Directors, pursuant to Resolution No. 06-506 and section 4582.27 of the Revised Code; and

WHEREAS, the term for one member of the Board of Directors is expiring on December 31, 2015;

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 re-appointment of Larry Cline as a member to the Delaware County Finance Authority Board of Directors for the term commencing on January 1, 2016 and ending on December 31, 2019.

Section 2. The appointment approved herein shall be effective on January 1, 2016.

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

22
ADMINISTRATOR REPORTS
-No reports

23
COMMISSIONERS' COMMITTEES REPORTS
-No reports

24
RESOLUTION NO. 15-1353

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; PROMOTION; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 10:26 AM.

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

RESOLUTION NO. 15-1354

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 12:08 PM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2015

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners