

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD DECEMBER 14, 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

(JOURNAL PAGES 128-133 NOT UTILIZED)

1
 RESOLUTION NO. 15-1462

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 10, 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 December 10, 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
 GEORGE NEEDHAM,
 DIRECTOR DELAWARE COUNTY DISTRICT LIBRARY

5
 RESOLUTION NO. 15-1463

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1211:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1211 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
- SERVICE AND CHARGES				

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

6
 RESOLUTION NO. 15-1464

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Ricky Thomas, Brian Rammelsburg, David Jordan, Greg Blevins, James Carey and Erik McPeck attend the 2016 Water and Wastewater Equipment and Transport Show in Indianapolis, Indiana from February 17, 2016 to February 20, 2106 at a total cost of \$3,085.00.

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

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RESOLUTION NO. 15-1465

**IN THE MATTER OF APPROVING EXECUTION OF AN ESTOPPEL CERTIFICATE
CONCERNING CERTAIN PROPERTY COMMONLY KNOWN AS TARTAN FIELDS GOLF
CLUB, LOCATED IN DUBLIN, DELAWARE COUNTY, OHIO:**

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

**ESTOPPEL CERTIFICATE
STRUCTURE AGREEMENT**

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a Texas corporation ("VALIC"), and THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK, a New York corporation ("USLIC," and together with VALIC, individually or collectively as the case may be, and their successors and assigns, "Lender"), c/o AIG Investments, 777 S. Figueroa Street, 16th Floor, Los Angeles, CA 90017-5800, Attention: Vice President, Servicing - Commercial Mortgage Lending, is making a loan (the "Loan") to CF ARCIS VIII LLC, a Delaware limited liability company ("Borrower"), secured by, among other things, a deed of trust encumbering certain property commonly known as Tartan Fields Golf Club, located in Dublin, Delaware County, Ohio (the "Property").

As a condition to the Loan, Lender has required the execution of this Estoppel Certificate (the "Certificate"), and Lender will be relying on this Certification in connection with the Loan.

The undersigned, THE COUNTY OF DELAWARE, OHIO (the "County"), is a party to that certain Structure Agreement by and between The County of Delaware, Ohio and Tartan Fields Golf Club, Ltd., filed for record June 4, 1999 in Volume 34, Page 313, of the Delaware County Records (the "Structure Agreement"), pursuant to which the County granted certain rights to the present and future owners of the Property. The Property has been conveyed to the Borrower, who is now the current owner (the "Owner").

The undersigned hereby certifies and represents to Lender as follows:

1. The Structure Agreement has not been modified, amended or supplemented, except as set forth herein. The Structure Agreement is in full force and effect, is valid and enforceable in accordance with its terms, and has not been terminated.
2. Owner is in compliance with the terms and provisions of the Structure Agreement.
3. With respect to Owner, there are no outstanding obligations under the Structure Agreement that remain unsatisfied, nor is Owner in default with respect to any obligations under the Structure Agreement, including the payment of any assessments or other monies owed to the undersigned in accordance with the terms of the Structure Agreement.
4. The undersigned has the authority to execute this Certificate.

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

8

RESOLUTION NO. 15-1466

**IN THE MATTER OF ESTABLISHING MAINTENANCE BOND AND RETURNING
CONSTRUCTION BOND TO THE OWNER FOR SANCTUARY AT THE LAKES SECTION 3; AND
ESTATES OF GLEN OAK SECTION 5, PHASE B:**

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

SANCTUARY AT THE LAKES SECTION 3

WHEREAS, the roadway construction has been completed for the Sanctuary at the Lakes Section 3 subdivision; and

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

WHEREAS, in accordance with the Owner's Agreement, the Engineer recommends that the maintenance bond be set at \$22,100, which is ten percent of the original construction estimate, and that the project be placed on the required one-year maintenance period; and

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

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the owner, M/I Homes of Central Ohio.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing the maintenance bond for Sanctuary at the Lakes Section 3 subdivision in the amount of \$22,100, and returning the construction bond for Sanctuary at the Lakes Section 3 to the owner, M/I Homes of Central Ohio.

GLEN OAK SECTION 5, PHASE B

WHEREAS, the roadway construction has been completed for the Estates of Glen Oak Section 5, Phase B subdivision; and

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

WHEREAS, in accordance with the Owner’s Agreement, the Engineer recommends that the maintenance bond be set at \$51,650, which is ten percent of the original construction estimate, and that the project be placed on the required one-year maintenance period; and

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

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the owner, Pulte Homes of Ohio LLC.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing the maintenance bond for Estates of Glen Oak Section 5, Phase B subdivision in the amount of \$51,650, and returning the construction bond for Estates of Glen Oak Section 5, Phase B to the owner, Pulte Homes of Ohio LLC.

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

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RESOLUTION NO. 15-1467

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR SANCTUARY AT THE LAKES SECTION 1, LOT 7851, DIVISION 1:

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

WHEREAS, on December 14, 2015, a Ditch Maintenance Petition for Sanctuary at the Lakes Section 1, Lot 7851, Division 1 was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Sanctuary at the Lakes Section 1, Lot 7851, Division 1 located off of Katherine’s Way in Orange Township; and

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

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

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

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

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

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

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The cost of the drainage improvements is estimated to be \$5,490.00 for the benefit of the lots being created in this plat. Two lots are created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot therefore is \$2,745.00 per lot. An annual maintenance fee equal to 2% of this basis (\$54.90) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment in the amount of \$109.80 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

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RESOLUTION NO. 15-1468

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN GEORGE T. PERRY AND MARGARET S. PERRY AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR10-0.90, S. OLD STATE 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 George T. Perry and Margaret S. Perry for the project known as DEL-CR10-0.90, S. Old State Road Widening.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with George T. Perry and Margaret S. Perry for the project known as DEL-CR10-0.90, S. Old State Road Widening as follows:

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

WITNESSETH: On this 14th day of December, 2015, George T. Perry and Margaret S. Perry, Husband and Wife, whose address is 8813 S. Old State Road, Lewis Center, Ohio 43035 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
Par. 62WD
DEL-CR10-0.90, S. Old State Road Widening

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000.00) (less prorated taxes only) 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 all expenses related to the relocation of the SELLER, their family, and business; and,
 - e. For any supplemental instruments necessary for transfer of title.
 - f. Property To Be Sold As Is.
 - g. Relocation benefits to be detailed.

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 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

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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. SELLER to vacate property no later than March 1, 2016.

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

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

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to 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.

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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 Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 15-1469

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN TRACIE A. JENKINS AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR124-2.77 HOME & STEITZ:

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 Tracie A. Jenkins for the project known as DEL-CR124-2.77.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Tracie A. Jenkins for the project known as DEL-CR124-2.77 as follows:

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

WITNESSETH: On this 14th day of December, 2015, Tracie A. Jenkins, whose address is 4319 Home 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
13-SH

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

TERMS OF PURCHASE:

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1. PURCHASER promises and agrees to pay to the SELLER the total sum of Twenty Two Thousand Dollars (\$22,000.00) 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.

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

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

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RESOLUTION NO. 15-1470

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN
LUCINDA R. BERNLOHR AND ROBERTA L. WOLF AND THE BOARD OF DELAWARE
COUNTY COMMISSIONERS FOR DEL-CR-215-0.00 PANHANDLE ROAD:**

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

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Whereas, the County Engineer recommends approval of the contract of sale and purchase with Lucinda R. Bernlohr and Roberta L. Wolf for the project known as DEL-CR-215-0.00.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Lucinda R. Bernlohr and Roberta L. Wolf for the project known as DEL-CR-215-0.00 as follows:

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

WITNESSETH: On this 14th day of December, 2015 Lucinda R. Bernlohr and Roberta L. Wolf, whose address is 175 Hudson Road, Delaware, Ohio 43015 and 573 Law Road, Delaware, Ohio 43015, respectively, 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-215-0.00
3-SH

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 Four Thousand Three Hundred Dollars and Zero Cents (\$4,300.00) 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.

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6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to 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

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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

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RESOLUTION NO. 15-1471

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT MODIFICATION #1 BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PARSONS BRINCKERHOFF, INC. FOR DEL-CR124-6.45:

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

Whereas the County Engineer recommends approval of Contract Modification #1 with Parsons Brinckerhoff, Inc. for DEL-CR124-6.45

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with Parsons Brinckerhoff, Inc. for Modification #1 to the Contract for DEL-CR124-6.45

**PROFESSIONAL SERVICES CONTRACT
MODIFICATION No. 1
DEL-CR124-6.45
Prime Agreement – (Minor PDP Steps 2 – 4)**

Section 1 – Parties to the Agreement

This Modification No. 1 to the Agreement dated December 30, 2013 made and entered into this 14th day of December, 2015, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Parsons Brinckerhoff, Inc., 2 Miranove Place, Suite 450, Columbus, OH 43215. This Modification No. 1 is made pursuant to Section 10 of the Agreement, of which this Modification shall be made a part.

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services dated November 25, 2013 and Price Proposal dated October 13, 2015 by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed Six Hundred Four Thousand Five Hundred Twenty Six Dollars (**\$604,526**) with “If Authorized” tasks not to exceed Sixty Seven Thousand Seventy One Dollars (**\$67,071**) in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

The new contract amount is therefore \$858,268 (\$186,671 [Step 1] + \$671,597 [Modification No. 1])

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The

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County shall pay invoices within thirty (30) days of receipt.

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

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than April 30, 2017. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

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

Section 8 – Indemnification

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Engineering Documents

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

Section 12 – Change of Key Consultant Staff

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

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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 there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Independent Contractor:** The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.
- Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
- Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.
- Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 13.10 **Campaign Finance – Compliance with R.C. 3517.13:** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized

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under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

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RESOLUTION NO. 15-1472

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY & SANDS, INC. FOR DEL-CR 215-00.00, PANHANDLE ROAD BRIDGE:

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

**DEL-CR 215-00.00, Panhandle Road Bridge
Bid Opening of November 24, 2015**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Shelly & Sands, Inc., the low bidder for the project. A copy of the bid tabulation is available for your information; and

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

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Shelly & Sands, Inc. for the project known as DEL-CR 215-00.00, Panhandle Road Bridge.

CONTRACT

THIS AGREEMENT is made this 14th day of December, 2015 by and between **Shelly & Sands, Inc., 1515 Harmon Avenue, Columbus, Ohio 43223**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**DEL-CR 215-00.00, Panhandle Road Bridge**", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Four Million Four Hundred Forty-Two Thousand Nine Hundred Forty-Four Dollars and Fifty Cents (\$4,442,944.50)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

15

RESOLUTION NO. 15-1473

IN THE MATTER OF APPROVING AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE 2016 COUNTY HIGHWAY CURVE SAFETY STUDY:

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

WHEREAS, The Ohio Department of Transportation (ODOT) has agreed to provide up to \$34,560.00 to pay for 90% of the costs of a safety study including highway curves on Delaware County maintained roads; and,

WHEREAS, the County Engineer recommends proceeding with the Study;

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

Section 1: The following agreement is hereby approved:

LPA SAFETY STUDY AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Delaware County Commissioners, 101 N. Sandusky St., Delaware, Ohio 43015, hereinafter referred to as the LPA.

1. PURPOSE

1.1 Section 402 of the United States Code provides states with Federal funds to conduct highway safety programs and the funds apportioned to Ohio under Section 402 are administered by ODOT.

1.2 Section 5501.03(A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities as necessary to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 A Ball Bank Study and the incorporation of safety studies into the County GIS system ("STUDY") have been selected for funding, having received Federal Highway Administration, ("FHWA"), approved authorization.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the STUDY and to establish the responsibilities for the local administration of the STUDY.

2. LEGAL REFERENCES

2.1 This Agreement is established pursuant to Section 5501.03(A)(3) of the Ohio Revised Code and all applicable federal, state, and local laws and regulations.

3. FUNDING

3.1 The total cost for the STUDY is estimated to be \$ 38,400.00. ODOT shall provide to the LPA 90% percent of the eligible costs, up to a maximum of \$ 34,560.00 in Federal funds. This maximum amount reflects the funding limit for the STUDY set by the applicable Program Manager.

3.2 This Agreement operates on a reimbursement basis only. The costs must first be incurred by the LPA. Costs claimed for reimbursement are to be true costs incurred in executing the Study and are to be eligible, allowable allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.

3.3 Invoices for reimbursement may be submitted on a quarterly basis, unless other

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arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by ODOT. For reporting purposes, quarters are defined as ending with the last day of the following months: December, March, June, and September.

3.4 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the LPA with a clear statement regarding any specific cost ineligibility, or inform the LPA of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

3.6 Within thirty (30) days after completion of all work under this Agreement, the LPA shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.

3.7 All billing shall conform to ODOT Specifications for Consultant Services requirements and procedures. Any reimbursable travel-related expenses shall be paid in accordance with the requirements and rates as set forth in Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.

3.8 Request for reimbursement to the LPA and copies of all final reports shall be submitted to:

Andrea Stevenson
Administrator, Office of Local Programs
Mail Stop #3180
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

3.9 Reimbursement to the LPA shall be submitted to:

Chris E. Bauserman, P.E., P.S.
Delaware County Engineer
50 Channing Street
Delaware, Ohio 43015-2050

4. OBLIGATIONS OF THE LPA

4.1 The LPA may engage the services of a consultant to perform the services provided in this Agreement. Consultant selection procedures must comply with sections 153.65 through 153.71 of the Ohio Revised Code, and Federal Regulation 23 CFR 172.

4.2 The LPA shall submit to ODOT a copy of all contracts and procurements with any one vendor or consultant in excess of a combined total of \$5,000. All such contracts and procurements shall be subject to the same laws, regulations, and policies that govern this agreement.

4.3 The LPA shall review all consultant invoices for the scoped services to ensure accuracy in both amount and in relation to the progress made. The LPA shall submit to ODOT a written request for reimbursement of the Federal share of the expenses involved, according to the cost sharing provisions of this Agreement, attaching copies of all source documentation associated with pending invoices or costs in accordance with the Funding Section noted above.

4.4 The LPA shall submit a final comprehensive annual activity report to ODOT no later than November 1, 2016. All final reports shall be accompanied by a properly documented final claim for reimbursement. Any final reports received after November 1 will result in a 10% deduction to the final claim for reimbursement. If any final report is received after December 1, 2016 the final claim will not be reimbursed.

5. EXPIRATION AND TERMINATION PROVISIONS

This Agreement commences on the date of the last signature here to and shall expire on June 30, 2016. ODOT shall have the right and obligation to renew the Agreement for an additional six months commencing on July 1, 2016 and terminating on December 31, 2016. Subject to any change in the dates of the State's fiscal year, ODOT shall be deemed to have exercised its right to renew the term of the Agreement for six months, and the Agreement shall be renewed, upon the effectiveness of the appropriation of funds for the new fiscal

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year.

5.2 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

5.3. In the event of termination, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

5.4 If in the event that any dispute arises between ODOT and the LPA concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

6. GENERAL PROVISIONS

6.1 This Agreement and any attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are suspended by this Agreement. Neither this contract nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.

6.2 The LPA shall be audited in accordance with the Ohio Revised Code and/ or OMB Circular A-133. If the audit is not conducted by ODOT, ODOT shall receive a copy of the Auditor’s report within 30 days after receipt by the LPA.

6.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

6.4 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available to the State by FHWA.

6.5 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf.

Section 2: The County Engineer is authorized to act on behalf of the Board in carrying out the duties of this agreement.

Section 3: The remaining costs of the study not paid for through ODOT shall be paid from any funds appropriated for highway construction and maintenance.

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

16

RESOLUTION NO. 15-1474

IN THE MATTER OF AMENDING RESOLUTION NO. 15-1374:

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

WHEREAS, on November 16, 2015, the Delaware County Board of Commissioners adopted Resolution No. 15-1374, reducing weight limits on various roads in Delaware County for 2016; and

WHEREAS, a request has been made by Berkshire and Kingston Townships to reduce the weight limits on Wilson Road, Township Road Number 56, between N. Galena Road and State Route 61; and

WHEREAS, the County Engineer requests an Amendment to Resolution No. 15-1374 to include Wilson Road, Township Road Number 56, between N. Galena Road and State Route 61, to the list of previously approved roads for weight limit reductions for 2016.

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby amends Resolution No. 15-1374 to include Wilson Road, Township Road Number 56, between N. Galena Road and State Route 61, to the list of roads approved for reduction of weight limits for 2016.

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

17

RESOLUTION NO. 15-1475

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR THE RAVINES AT ALUM CREEK:

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

Whereas, The Engineer has received a request from T&R Properties, Inc. and JD Partnership, owners of Lot 1733 of The Ravines of Alum Creek, Berlin Township, to vacate the original drainage easement as recorded on The Ravines of Alum Creek Subdivision plat that lies over and across said Lot 1733; and

Whereas, the original drainage easement as recorded in Plat Cabinet 3, Slides 520 and 520A, Recorder’s Office, Delaware, Ohio, was determined to render Lot 1733 of the Ravines of Alum Creek a non-buildable lot; and

Whereas, the easement as described below, which is located within said Lot 1733 and depicted in Plat Cabinet 3, Slides 520 and 520A, Recorder’s Office, Delaware, Ohio, has been determined by The Engineer to no longer be required after a new drainage easement was provided as recorded in Book 1388, Pages 1020-1038, Recorder’s Office, Delaware, Ohio; and

Whereas, The Engineer requests your approval to vacate this easement and to include a marginal reference on Plat Cabinet 3, Slides 520 and 520A of this action to vacate this portion of this easement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Lot 1733 in The Ravines of Alum Creek Subdivision, Berlin Township, Delaware County, Ohio (Plat Cabinet 3, Slides 520 and 520A) described as follows:

Description of a 0.367 Acre Drainage Easement Vacation

Situated in the State of Ohio, County of Delaware, Township of Berlin, being part of Farm Lot 10, Quarter Township 1, Township 4, Range 18, United States Military Lands, being part of a 40.611 acre tract of land described in a deed to T & R Properties, Inc. and JD Partnership of record in Deed Book 604, Page 446, being a 0.367 acre Drainage Easement Vacation that lies over and across Lot 1733 of The Ravines Of Alum Creek of record in Plat Cabinet 3, Slides 520 and 520A, and being more particularly described as follows:

Beginning at the southwest corner of said Lot 1733 and the northwest corner of Lot 1691 of said The Ravines Of Alum Creek and being on the east right-of-way line of Cliff View Drive of said The Ravines Of Alum Creek;

Thence North 03°27’10” East, a distance of 100.00 feet with the west line of said Lot 1733 and with the east right-of-way line of said Cliff View Drive, to the northwest corner of said Lot 1733 and being at the southwest corner of Lot 1692 of said The Ravines Of Alum Creek;

Thence South 86°32’47” East, a distance of 160.01 feet with the north line of said Lot 1733 and with the south line of said Lot 1692, to the northeast corner of said Lot 1733, being at the southeast corner of said Lot 1692, and being on the west line of a 24.306 acre tract of land described in a deed to The Ravines At Meadow Ridge LLC of record in Official Record Volume 683, Page 705;

Thence South 03°27’13” West, a distance of 100.00 feet with the east line of said Lot 1733 and with the west line of said 24.306 acre tract, to the southeast corner of said Lot 1733 and being at the northeast corner of said Lot 1691;

Thence North 86°32’47” West, a distance of 160.01 feet with the south line of said Lot 1733 and with the north line of said Lot 1691, to the **TRUE POINT OF BEGINNING** containing 0.367 acres of land, more or less.

Basis of Bearings: Bearings are based on the plat of The Ravines Of Alum Creek of record in Plat Cabinet 3, Slides 520 and 520A.

All references are to the records of the Recorder’s Office, Delaware County, Ohio.

This description has been prepared by:
CT Consultants.
Darrell B. Plummer, P.S.
Professional Surveyor No. 7595

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

18

RESOLUTION NO. 15-1476

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR 14-3.17, EAST POWELL ROAD – PHASE 1:

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

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement known as DEL-CR 14-3.17, East Powell Road – Phase 1, which includes the widening of 0.2 miles of the existing two lane E. Powell Road to three lanes, providing a signal at the intersection of Bale Kenyon Road, along with drainage improvements and a shared use path along the north side of the roadway.

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$1,855,000.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The plans, specifications and estimates for the project known as DEL-CR 14-3.17, East Powell Road – Phase 1, are hereby approved, and;

Section 2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, January 19, 2016, at which time they will be publicly received and read aloud, for the project known as:

**DEL-CR 14-3.17
East Powell Road- Phase 1**

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices"

The Owner requires that all work associated with the project be completed before October 1, 2016. The estimated commencement of work date is February 1, 2016.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: December 18, 2016

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

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RESOLUTION NO. 15-1477

IN THE MATTER OF APPROVING A REVISION TO THE MANUAL FOR ISSUANCE OF SPECIAL HAULING PERMITS:

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

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WHEREAS, section 4513.34 of the Revised Code authorizes the issuance of special hauling permits upon highways under the jurisdiction of local authorities, such as a board of county commissioners; and

WHEREAS, the Delaware County Engineer recommends adoption of a revised Manual for Issuance of Special Hauling Permits;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the revised Manual for Issuance of Special Hauling Permits, which shall supersede all prior versions.

MANUAL FOR ISSUANCE
OF
SPECIAL HAULING PERMITS
DELAWARE COUNTY ROADS
DELAWARE COUNTY ENGINEER'S OFFICE
50 CHANNING STREET
DELAWARE, OH 43015
(740) 833-2439
FAX (740) 833-2438

Adopted by Board of Commissioners
Resolution (# 95-268) on April 10, 1995
Revision #1 (# 96-252) on April 1, 1996
Revision # 2 (# 96-1037) on December 16, 1996
Revision # 3 (# 99-1028) on December 13, 1999
Revision #4 (04-1591) on December 27, 2004
Revision #5 (15-1477) on December 14, 2015

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APPENDIX A - "SAMPLE FORMS"

I. INTRODUCTION

Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction to issue special permits for the operation or movement of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in Sections 5577.01 to 5577.09 of the Ohio Revised Code.

The Delaware County Board of Commissioners, in their effort to effectively control the use of County maintained roads and township roads with County maintained structures, have set forth the following conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the integrity of the highways and structures or present a hazard to the safety of the motoring public.

II. SCOPE AND APPLICATION

A. GENERAL

All individuals, firms, partnerships, companies, or corporations wishing to operate or move a vehicle or combination of vehicles of a size or weight of vehicle and loading exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code (ORC) on any Delaware County maintained highway or structure must obtain a special hauling permit from the Delaware County Commissioners through the Delaware County Engineer. This permit requirement is also extended to operating or moving a legal size load on roads posted with load limit reductions as set forth in section 5577.07.

B. TYPES OF SPECIAL HAULING PERMITS

1. TRIP (SHP-1T)

The TRIP permit provides for a single movement of one vehicle and load(s) over one specific route within a four- (4) day period. Special provisions required such as signage, escorts, etc. will be specified in the permit.

2. TRIP AND RETURN (SHP-1T)

The TRIP AND RETURN permit provides for a single movement of a specific vehicle and load(s) over one specific route and a return trip of the same vehicle and loads over the same specified route within a four- (4) day period. Special provisions required such as signage, escorts, etc. will be specified in the permit.

3. ANNUAL (SHP-1)

The ANNUAL permit allows an unspecified number of trips within a calendar year. This permit shall be issued for a specific vehicle and cannot be used for another vehicle. If more than one type of load is transported in combination with the specified vehicle they must be listed separately on form SHP-1L. Each type of load listed must completely show the following: load type, manufacturer or make, model number, load dimensions, vehicle and load dimensions, net load, total gross weight, and all axle loads for that vehicle and load combination. SHP-1L forms will be kept on file and may be revised during the year for an additional fee. If all weights (axle and gross) are legal the "axle loads" portion of the permit form need not be completed. No annual permit will be issued for any vehicle and load that exceeds 120,000 pounds. If a vehicle and load is overweight and /or exceeds 12'-0" in width, 13'-6" in height, or is over 70'-0" in length, a SHP-1C "coupon" must be used for each movement. These SHP-1C "coupons" must be obtained from the Delaware County Engineer's Office prior to movement. To use a SHP-1C coupon the permit holder must inform the Delaware County Engineer or his authorized representative of the specific route requested and date of movement. If this route is acceptable, an authorization code will be given to the permit holder to affix to the SHP-1C coupon. Any special provisions required will be given verbally over the telephone or sent by FAX. After the Delaware County Commissioners have approved the ANNUAL permit, a request to move using the coupon will normally be authorized within 24 to 48 hours. Any holder of an ANNUAL permit who violates any provision of the permit shall be subject to having the ANNUAL permit revoked and may be required to obtain an individual trip permit for each movement of the vehicle and load(s).

4. POSTED ROAD (SHP-1PR)

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Posted Road permit allows the holder to deliver/transport (aggregate, concrete, asphalt, building supplies, refuse, construction equipment and/or any construction-related material) to a job-site or lot, only if located on a county or township road that has been posted "40% REDUCTION" in Delaware County. ORIGINAL permit must be in vehicle at all times accompanied by the county-issued sticker. The sticker is to be adhered to the driver's side window and visible at all times. A Posted Road permit DOES NOT ALLOW the use of any other POSTED ROAD as a through road to desired destination or the crossing of any bridges that are posted at a lesser allowable tonnage than the weight of the permitted vehicle described on the permit. Permit holder must travel roads that are NOT POSTED, when possible, to reach the desired destination.

Any POSTED ROAD permit holder who violates any provision of the permit shall be subject to having the POSTED ROAD permit revoked and may be required to obtain an individual trip permit for each movement of the vehicle and load(s) for the duration of the posted road season.

C. RESPONSIBILITY FOR PERMITS.

The Delaware County Engineer or his authorized representative on behalf of the Board of Commissioners shall be responsible for administering the issuance of special hauling permits. This includes receiving and reviewing applications, inspecting proposed routes, and maintaining records of all applications and permits.

D. REQUIREMENTS FOR OBTAINING A SPECIAL HAULING PERMIT.

1. The maximum weights for which a special hauling permit will be issued will be in conformance with the Ohio Department of Transportation Operational Guide issued by the ODOT Special Hauling Permits section. In general, most routes are approved for 150% of Ohio Legal Load as defined by the Operational Guide. However, if the County Engineer or his authorized representative determines that vehicles of such weight could cause damage to the highways or structures, the loads must be reduced or other routes selected so that the move can be made without such damage.

Each axle is determined to be defined as one, or a part of, the following definitions:

- a. SINGLE axle. Every adjacent axle to this axle is greater than 16 feet (center to center)
- b. SHORT TANDEM group. Two adjacent axles are within 4 feet (≤ 4 ft) of each other.
- c. LONG TANDEM group. Two adjacent axles are within 16 feet (≤ 16 ft) of each other.
- d. SHORT TRI AXLE group. Three adjacent axles are within 16 feet (≤ 16 ft) of which one pair of axles are within 4 feet (≤ 4 ft) of each other.
- e. LONG TRI AXLE group. Three adjacent axles are within 16 feet (≤ 16 ft) of each other.
- f. SHORT QUAD AXLE group. Four adjacent axles are within 16 feet (≤ 16 ft) of which any pair of axles are within 4 feet (≤ 4 ft) of each other.
- g. LONG QUAD AXLE group. Four adjacent axles are within 16 feet (≤ 16 ft) of each other.
- h. The Steering axle is never defined as a Single axle, but it can be part of a Tandem axle group only if both axles are steering axles.

General rules for the maximum weights of axles or groups of axles are as follows:

- Single Axle maximum weight allowed is 29,000 pounds.
- Short Tandem maximum weight allowed is 36,000 pounds.
- Long Tandem maximum weight allowed is $46,000 + [1000 \text{ times } (S-4)]$
"S" is the spacing between the two axles. Round "S" to the nearest foot [4'1" through 4'5" rounds down to 4 feet; 4'6" to 4'11" rounds up to 5 feet], then subtract four feet, then multiply that by 1000, then add that to 46000.
- Short Tri Axle or a Short Quad Axle maximum weight allowed is 47,000 pounds.
- Long Tri Axle or Long Quad Axle, maximum weight allowed is $53,000 + [700 \text{ times } (L-8)]$
"L" is the spacing between the first and last axle of this group. Round "L" to the nearest foot, then subtract 8, then multiply that by 700, then add that to 53000.
- Internal Axle Combinations. Group together adjacent axles in all possible combinations. For example: axle 1 & 2; 1 & 2 & 3; 1 to 4, 2 to 3, 2 to 4, etc. For each of these combinations, the maximum weight allowed is $55,000 + (1000 \text{ times } L)$ (remember to round L after the axle spacings are added).
- Tire Load. For each axle, the maximum weight allowed is 800 times the number of Tires, times the tread width of the tire in inches.

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▪Minimum Axle Weight. Every axle except the front axle must have at least 10,000 pounds.

▪Equalization Within Group (Tandem / Tri / Quad groups). Within each group, the weight on each axle must not differ by more than 2000 pounds.

The maximum height, width, and length of vehicles will be determined by the clearance of structures or other obstructions and by the extent that a vehicle or combinations of vehicles with such dimensions would interfere with or endanger normal traffic on the routes traversed.

2. Prior to the issuance of any special hauling permit, a certificate of Liability Insurance with attached Special Contractual Endorsement must be filed with the Delaware County Engineer. The insurance coverage shall comply with the limits defined in Section III-D-1 of this manual, "Permit Procedure".
3. In lieu of the Certificate of Liability Insurance described in Section II-D-2 and prior to the issuance of any special hauling permit, the applicant shall furnish to Delaware County a Surety Bond, certified check, or approved escrow account, the amount of which shall be sufficient to pay for all damages that may occur to any County maintained highways, bridges and culverts caused directly or indirectly as a result of the transportation of the permitted vehicle(s) or load(s). An annual bond in the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) may be furnished to cover all anticipated moves in lieu of a bond, certified check or approved escrow account for each individual permit issued. All Surety Bonds must be submitted on forms prepared by Delaware County and available through the Delaware County Engineer. All certified checks and approved escrow accounts must remain valid for a minimum of thirty (30) days after issuance. Annual bonds must be renewed not less than thirty (30) days prior to expiration.
4. Each application will be given individual consideration to determine whether the load can be moved or routed so as to have the least likelihood of causing damage to the highways or endangering or interfering with normal traffic.
5. All weights and dimensions given on an application for a special hauling permit are to be actual weight and dimensions and not the maximum allowable limits for such a movement.
6. A permit application to move a load of such dimensions that may cause detouring of normal highway traffic will be reviewed by the Delaware County Engineer or his authorized representative.
7. Non-compliance with the general or special provisions of a permit, exceeding the weight or dimensions granted, or operating on dates or upon highways other than assigned shall render the permit null and void and the operator of the vehicle subject to arrest as provided in sections 5577.02 to 5577.05 inclusive of the Ohio Revised Code.
8. An application for a permit to move a load over a posted road may be granted in accordance with this manual and damage fees collected as set forth herein. The cost for such damage shall be determined by the County Engineer on a case by case basis. An evaluation of cost for subdivision lot development and residential housing construction costs are included in Appendix C.

E. LIMITATION ON THE USE OF A SPECIAL HAULING PERMIT

1. The granting of a permit does not guarantee that the load(s) described can be moved without damage to the pavement, structures and private property. Permits are granted on the assumption that the load can be moved without damage based on the best information available. If damage is anticipated, a damage fee shall be determined by the Delaware County Engineer and appropriate damage fees shall be collected prior to issuance of a permit.
2. Permittee will be held fully liable for any damages to roadway(s) or road structure(s) caused by the movement, and the permittee agrees to compensate Delaware County for the damages. The County assumes no responsibility for damage to the Permittee's or his assignee's equipment or load being moved due to any road structure failure. The permittee also agrees that neither Delaware County nor the Delaware County Engineer can be held liable for any claims, damages (public or private), or proceedings of any kind directly or indirectly resulting from or associated with the transportation of said vehicles(s) or load(s).

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3. The applicant must file a bond or certificate of liability insurance, showing that adequate bond and insurance has been procured to cover the provisions of section II-D-2.
4. The permit shall be in the possession of the driver at all times during the progress of transportation and will be shown on demand to the Delaware County Engineer or his representative, the Delaware County Commissioners, the Delaware County Sheriff or the Ohio State Highway Patrol.
5. The permission granted restricts the movement of the vehicle(s) or load(s) to the highways specified, between the points designated, and the time allotted.
6. A representative of the Delaware County Engineer may be required to be present during the time of movement if so stipulated in the permit. Notification of the exact time of movement must be made during the County Engineer's normal working hours. If a representative of the Delaware County Engineer is required to be present during the movement, a minimum of 24 hours is required between the time of the notification and the start of the move.
7. All permit requests must be made during the normal working hours of the Delaware County Engineer's Office.
8. Movement under a special hauling permit shall be made during daylight hours and in such a manner to cause the least possible disruption to normal highway traffic. If the applicant wishes to make a movement after daylight hours and can prove to the County that such a movement can be safely made with less disruption to highway traffic than during daylight hours then it may be so stipulated in the permit. All movements made after daylight hours shall be required to have a minimum of two escorts.
9. Escort(s) shall be required when a hazard exists or when a vehicle and/or load(s) exceed certain dimensions. Escort(s) shall be required under the following circumstances:
 - a. When total width including any load exceeds 10 feet but is less than 14'-6", a minimum of one escort shall be required.
 - b. When a total width including and load equals 14'-6" or more, a minimum of two escorts shall be required.
 - c. When overall length including and load exceeds 70 feet, a minimum of one escort shall be required.
 - d. When overall height including load exceeds 13'-6", a minimum of one escort shall be required.
 - e. When movement is to be made after daylight hours a minimum of two escorts shall be required.

Vehicles and loads, which are extremely heavy, wide, or long, may require additional escorts and will be specified in the permit. The requirements for escorts may be waived or modified if conditions exist that would allow safe movement of the vehicle and load(s) without undue risk or hazard. Any modifications to the above escort requirements that are granted based upon favorable conditions will be specified in the permit and will supersede the minimum requirements as otherwise stated. The Delaware County Engineer or his representative shall make the final determination of escort requirements for a particular move.

10. No vehicle(s) or load(s) being transported under a Special Hauling Permit shall be left parked on the roadway or right-of-way either day or night except in case of an emergency, in which case adequate protection shall be provided for the traveling public. The vehicle(s) shall not be loaded or unloaded within the limits of the right-of-way (unless stipulated in the permit).
11. The operator of the vehicle(s) must comply with all laws, rules or regulations covering the movement of traffic over highways and streets. All operators of the permit vehicle and private escort vehicles must have a valid driver's license or CDL as required by law for the vehicle.
12. When weather, road, or traffic conditions make travel unsafe movements shall be delayed until safe conditions exist.
13. A permit will not be issued for loads that are divisible into legal loads (such as gravel, dirt, scrap iron, ready mixed concrete, other materials etc.) and equipment and/or machinery that can be reasonably broken down and transported in legal loads.

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14. Oversize or overweight loads shall be operated or moved at such speed and in such manner as to cause a minimum of interference with other traffic and minimum impact stresses on structures and pavements. If a reduced speed is deemed necessary for safe movement the required speed limit will be specified in the SPECIAL PROVISION portion of the permit.
15. Loads having extremely large dimensions shall require additional protective measures when necessary for the safeguarding of other traffic. Due regard shall be taken of traffic in both directions and every possible effort shall be made to prevent traffic congestion. One or more flaggers, or escorts may be required and will be specified in the permit.
16. Non-compliance with the general or special provisions of a permit, exceeding the weights or dimensions granted, or operating on dates or upon highways other than assigned shall render the permit null and void, and the operator of the vehicle subject to arrest, as provided in sections 5577.02 to 5577.05 inclusive of the Ohio Revised Code, and/or a fine provided in section 4513.34.
17. All construction equipment and other machinery shall be identified showing the manufacture's name and the model.
18. Vehicle lighting-all lights, including headlights, are to be on at all times during the permitted move.

F. PRIVATE ESCORT REQUIREMENTS

1. **Vehicle Requirements.** A private escort vehicle may be a passenger sedan, open can type vehicle, station wagon, two (2) axle open panel truck or pickup truck having a rated capacity not to exceed two tons. An escort vehicle shall have a rear view mirror on each side and shall be in good mechanical condition. It shall be equipped with a two-way radio for communication with the operator of the permit load, and shall carry at least one spare tire at all times. Escort vehicles, when required by a Special Hauling Permit to accompany an oversize or overweight vehicle and/or load, shall be required to display a warning sign reading "OVERSIZE LOAD". The sign shall be yellow in color and 5 feet wide by 12 inches high with 8-inch high black letters. When a private escort vehicle is traveling ahead of the permit vehicle, it shall display an "OVERSIZE LOAD" sign visibly toward the front. When the escort is trailing, the sign shall be displayed to the rear. All private escort vehicles shall have a flashing or rotating amber beacon of such intensity as to be clearly seen at a minimum distance of 100 feet in normal daytime conditions.
2. **Operator Requirements.** A private vehicle operator shall be at least 18 years of age and have a valid driver's license issued by the state in which the escort vehicle is registered.
3. **Vehicle Position.** When one escort vehicle is required it shall precede the permit movement when operating on two-lane highways with traffic in either direction. It shall, insofar as possible, be positioned 150 feet in advance of the permit movement. On multiple lane highways the escort vehicle shall follow the permit movement at a distance of 150 feet where possible. When two escort vehicles are required one shall precede and one shall follow the permit movement at a distance of 150 feet where possible. No action shall be taken by an escort or towing vehicle to prevent an overtaking vehicle from safely entering and occupying the space between the escort and the permit vehicle.
4. **Traffic Control.** Escort vehicles together with flag persons, shall control the permit movement in a manner that will insure the safety of the traveling public. When it becomes necessary to occupy a portion of the opposing traffic lane for any reason, it shall not be occupied by the permit movement until the operator is signaled by the escort driver or flag person that the lane is clear of opposing traffic. Opposing traffic shall not be stopped except in extreme emergencies or as directed by a law enforcement officer. It shall be the responsibility of the operator of the permit movement to stop safely until the opposing lane is free of approaching traffic before proceeding, regardless of conflicting signals by an escort driver or flag person.
5. **Vehicle Headlights.** Towing and private escort vehicles are required to have headlights turned on at all times during the permit movement.

G. WAIVER OF PERMIT FOR CERTAIN ROADS

1. Requirement for a Special Hauling Permit shall be waived and no penalty for violation under provisions of this Manual or O.R.C. 5577.99(B) shall be enforced for travel upon the following roads:

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- a. County Road 56 (Wilson Road) between Rider Road, located approximately 1000 feet south of U.S. 36/S.R. 37 and the driveway to the Flying J on County Road 56 (Wilson Road) located approximately 900 feet north of U.S. 36/S.R. 37, or upon any portion of Rider Road, provided that the transporting vehicle has a valid OS-1 or similar permit issued by the Ohio Department of Transportation for hauling in excess of legal limits on the date specified upon Interstate 71 and/or U.S. 36/S.R. 37.

III. SPECIAL HAULING PERMIT PROCEDURES

A. GENERAL

1. The procedures set forth herein shall serve as a guide in establishing a uniform method for the application of regulations governing the issuance of permits to operate or move vehicles and/or combinations of vehicles on or across any and all Delaware County maintained highways, including posted roads. These vehicles and/or combinations of vehicles shall not exceed the maximum legal size or weight as specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.
2. Request for Special Hauling Permits must be made in accordance with the procedures set forth in this manual. Applicants are advised that these permits cover only Delaware County maintained highways and structures including County maintained structures on township roads.
3. Permits to move over state highways and state maintained structures on the county and township road system must be obtained from the Director of the Ohio Department of Transportation. Permits to move over municipal highways must be obtained from the applicable municipality if so required. Permits to move over township maintained highways must be obtained from individual township trustee boards. The Delaware County Commissioners assume no responsibility for failure of the applicant to secure such applicable state, municipal, or township permits.

B. APPLICATION FOR PERMIT

1. Application for Special Hauling Permits forms are available at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, telephone: (740) 833-2439. Normal working hours are 8:00 AM to 5:00 PM Monday through Friday, excluding holidays.
2. Completed applications containing all required information as outlined on the application form shall be returned to the Delaware County Engineer for processing.
3. All applications must show the exact axle spacing and weights. If the application is not for an overweight movement, weights are not required to be shown unless specifically requested by the Delaware County Engineer or his designated representative. The form must be complete in every regard.
4. Applications shall bear the signature and the title of the person (or his/her authorized representative) assuming full responsibility for the proposed move(s).

C. APPLICATION REVIEW AND SITE INSPECTION

1. After receiving the application, the County Engineer or his authorized representative will review the form for completeness and inspect the proposed route to examine roadway and structure conditions.
2. Review time will be governed by the amount of weight and size of the vehicles or loads to be moved in conjunction with the length of the proposed route and the impact the move will have on the highway. Permits and coupons will be prepared and processed as soon as possible in the order in which they are received. Routine requests for TRIP, TRIP AND RETURN, ANNUAL, and POSTED ROAD permits can normally be processed in seven (7) to ten (10) days. Permittees should try to schedule their moves to allow as much time as possible for processing time. Coupons for ANNUAL and POSTED ROAD permits can normally be processed in 24 to 48 hours. When characteristics of a movement require field review or structure analysis a minimum of ten (10) working days should be allowed for processing the application. All applications should be made as soon as possible to avoid unnecessary delays.
3. If after reviewing the application and inspecting the proposed route, the County Engineer or his authorized representative determines that the proposed move would materially affect the operation or maintenance of the highway, a conference may be scheduled at the applicant's request to discuss possible revisions to the proposed route

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and/or reductions in size and weight of the load. If the application or the route condition is not suitable for permit issuance, then the permit will be denied for that designated route and the applicant will be informed.

D. BONDS AND INSURANCE

Prior to issuance of a Special Hauling Permit, the applicant will be required to furnish one of the following:

1. **Liability Insurance.** A Certificate of Liability Insurance with limits of not less than \$500,000 bodily injury liability, \$1,000,000 each occurrence and \$500,000 property damage liability is required. If the applicant does not have specified insurance limits but has an excess umbrella liability insurance policy of \$1,000,000 or greater, the excess liability policy shall be considered as acceptable insurance coverage. There shall be a Special Contractual Endorsement attached and filed with the Certificates of Liability Insurance.
2. **Surety Bond.** In lieu of Liability Insurance, a surety bond, certified check or approved escrow account may be accepted in the amounts required in the previous paragraph. All Surety Bonds must be submitted on forms approved by Delaware County.

E. ISSUANCE OF PERMITS

1. After all necessary insurance, bonds, certified checks, or approved escrow accounts have been posted and after both applicant and the County Engineer or his authorized representative have agreed on the time of the move and the route, the County Commissioners, will administer the issuance of the permit.
2. The Delaware County Engineer or his authorized representative, acting under authority of the County Commissioners, may recommend the issuance of a permit, rejection of the application, or request that a revised application be submitted.
3. Issued permits will be signed by the Delaware County Engineer and Commissioners. Coupons will be signed and issued by the County Engineer or his authorized representative.

F. PERMIT VIOLATIONS

1. Misrepresentation of information on a permit or non-compliance with the provisions of a permit may result in *REVOCAION* of a permit or other administrative action against an offender. Administrative actions include but are not limited to:
 - a. Official letter of reprimand.
 - b. Imposition of special conditions on future permits deemed appropriate to assure compliance.
 - c. Rejection of future permit applications for specified periods of time.
2. Following an arrest for a permit or traffic violation, the equipment may be removed to a safe location at the direction of the arresting officer who may then revoke the permit and prevent further movement until a new permit is issued or authority is granted to continue the movement. If such authority or permit is refused, the vehicle and load may be required to be reduced to legal or permit size and/or weight.
3. A record of permit violations and supporting evidence will be maintained in the permit files in the Delaware County Engineer's Office and will be reviewed when future applications for permits by the permittee are being considered.

IV. FEES

A. GENERAL

1. A fee, payable to the Delaware County Engineer, will be charged to cover the cost of issuing a permit and /or inspecting the roadway and structures before, during, and after permitted movement.
2. An application for a Special Hauling Permit must be accompanied by the application fee.
3. The fee schedule will be established by resolution and will be reviewed periodically by the Delaware County Commissioners and the Delaware County Engineer.

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4. Permit fees shall be paid by check or credit card as directed online via Delaware County Engineer’s webpage. The permit holder may elect to establish an account with the Delaware County Engineer's Office whereby future permit fees may be drawn from the balance. The cost of the permit and credit balance will be shown on the permit.
5. Application of Damage Fees. A fee payable to the Delaware County Engineer will be charged to cover the cost of the normal and expected damage caused to the roadway or street highway structure(s) as the result of the operation of the non-conforming vehicle or combination of vehicles. This fee is in addition to the insurance or bond required under section III (D).

B. PERMIT FEES

Fee for Special Hauling Permits shall be as follows:

1. Basic Fees

\$10	Basic Trip
\$10	Basic Trip and Return
\$100	Annual (Jan 1 – Dec 31)
\$150	Posted Road (Feb 1 – June 1)

2. Extra Fees

\$10	additional equipment added to existing Annual (per request).
\$25	Overweight
\$25	Over 12'-6" width
\$25	Over 14'-6" height
\$100	Pack of ten (10) SHP-1C coupons (required with original purchase of Annual permit). Unused coupons shall be returned at the end of each year and will be credited to the purchase of new coupons.

3. Inspection Fees

\$70	Per hour for each employee involved with the inspection
TBD	Vehicles and equipment utilized for inspection will be billed at the standard hourly rate established by the Delaware County Engineer.

4. Damage Fees

A certified check will be deposited at the Delaware County Engineer’s Office in the amount as determined by the County Engineer. This amount will be determined on a case by case basis. The determined amount will be sufficient enough to cover the cost of the normal and expected damage caused to the roadway, street, or highway structure(s) as the result of the non-conforming vehicle or combination of vehicles.

C. INSPECTION FEES

1. The permit holder will be responsible for all inspection fees charged for the movement of a load.
2. An inspection fee will be charged when an inspector is required to perform inspection at a time other than normal working hours. All inspection fees billed for inspection at a time other than normal working hours will be billed at one and one-half times the current inspection rate.
3. Normal working hours are 8:00 AM to 5:00 PM Monday through Friday, excluding holidays.
4. Failure to pay invoices billed for inspections within thirty (30) days after receipt of an invoice may result in withholding of issuance of any future Special Hauling Permit until the invoices have been paid.

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

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RESOLUTION NO. 15-1478**

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;

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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
U15-117	Columbia Gas	Summer Trace Blvd	Install gas line in ROW
U15-118	AT&T	Bradford Court	Road Bore

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

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RESOLUTION NO. 15-1479

IN THE MATTER OF CHANGING CAPACITY FEES FOR THE MAXTOWN PUMP STATION SUB-DISTRICT WITHIN REGION 1A OF THE SEWER DISTRICT:

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

Whereas, Region 1A of the Sewer District is the existing sanitary service area that includes all wastewater discharges tributary to and treated by either the Olentangy Environmental Control Center (OECC) or the Alum Creek Wastewater Reclamation Facility (ACWRF); and

Whereas, there is an existing capacity surcharge of \$420.00 for the Maxtown Pump Station Sub-District; and

Whereas, the Sanitary Engineer recommends establishing a new capacity surcharge to recover a portion of the capital improvement expenditures for the upgrade of this existing pump station.

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

Section 1. The Board hereby establishes the Maxtown Pump Station Sub-District as the area that shall include all wastewater discharges tributary to and/or that pass through the existing Maxtown Pump Station.

Section 2. The Board hereby establishes the total capacity fee for the Maxtown Pump Station Sub-District as the sum of the following for all new connections:

- a. the current Capacity Charge approved by resolution for Region 1A of the Sewer District at the time the capacity fee is paid;
- b. a \$2,000.00 Maxtown Pump Station surcharge per Equivalent Residential Unit;
- c. any future surcharge established by the Board that may apply.

Section 3. This Resolution shall be effective immediately upon adoption.

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

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RESOLUTION NO. 15-1480

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR THE COURTYARDS AT MAXTOWN:

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 14th day of December 2015, by and between **Epcon Communities**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by **The Courtyards at Maxtown Sanitary Improvements Plan and its corresponding** Subdivision Plat or condominium amendments on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

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The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **The Courtyards at Maxtown**, dated **October 12, 2015**, and approved by the County on **December 3, 2015**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **39** single family residential equivalent connections approved with this Agreement. Capacity shall not be reserved until such time as the downstream improvements, required by a separate agreement, **MAXTOWN ROAD SANITARY PUMP STATION (Pump Upgrade Plan)**, are completed and accepted by the County at which time capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat or condominium amendments are recorded. If the final Subdivision Plat or condominium amendments are not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

No approved financial warranties are necessary for **The Courtyards at Maxtown** until such time as Subdivider completes construction.

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **The Courtyards at Maxtown**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **The Courtyards at Maxtown (\$9,270.89)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$22,500.00** estimated to be necessary to pay the cost of inspection for **The Courtyards at Maxtown** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

INSPECTOR \$75.00 per hour

CAMERA TRUCK \$150.00 per hour

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Subdivider less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **The Courtyards at Maxtown** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

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The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

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

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, including the downstream improvements required by a separate agreement, **MAXTOWN ROAD SANITARY PUMP STATION (Pump Upgrade Plan)**, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall

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have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

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RESOLUTION NO. 15-1481

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND QUALITY CONTROL INSPECTION, INC. FOR INSPECTION SERVICES FOR THE REGIONAL SEWER DISTRICT FOR 2016:

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

WHEREAS, the Sanitary Engineer recommends approval of the contract between the Delaware County Board of Commissioners and Quality Control Inspection, Inc. for construction inspection services in 2016; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following professional services contract is hereby approved.

PROFESSIONAL SERVICES CONTRACT

CONSTRUCTION INSPECTION 2016

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 14th day of December, 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 Quality Control Inspection, Inc. (QCI) ("Consultant").

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)

Consultant agrees to furnish, unto the County, professional services in accordance with the "Scope of Service" and "Fees for Services Completed During 2016" on the attached Exhibits A and B, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

The County will compensate Consultant for the work specified above as follows:

In accordance with the "Scope of Service" attached hereto (Exhibit "A") and, by this reference, hereby made part of this Agreement (hereinafter "the Scope"). The value of this agreement shall not exceed \$49,999.00 in billable services to the County without prior written authorization from 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.

Consultant and County agree that work will be performed on an as-needed basis as directed by the Delaware County Sanitary Engineer. Consultant and County both acknowledge that this agreement is not an exclusive agreement for Consultant to perform all inspection work within the County. The County may conduct inspections with its own staff or hire additional consultants to perform inspections as needed.

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

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Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

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

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

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

Section 8 – Indemnification

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said

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documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

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

Section 13 – Miscellaneous Terms & Conditions

13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

13.2 **Independent Contractor:** The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. 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, acting as an independent Contractor, hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

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.

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

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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.

Section 14 – Term

This Agreement shall be in effect upon execution of contract and continuing until December 31st, 2016

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

24

RESOLUTION NO. 15-1482

IN THE MATTER OF APPROVING A PARTIAL RELEASE AND VACATION OF SANITARY SEWER EASEMENT:

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

WHEREAS, a Sanitary Sewer Easement was dedicated to Delaware County, Ohio by deed of record in Official Record 609, Page 719, crossing parcel 31944405044004 described in deed of record in Official Record 1297, Pages 2412-2415, Recorder’s Office, Delaware County, Ohio; and

WHEREAS, a portion of the easement is no longer needed by the County; and

WHEREAS, LOHI, LLC. is seeking to complete a development on their property and has relocated the existing sanitary sewer on the property in order to complete the development; and

WHEREAS, the County Sewer District staff has reviewed and inspected the proposed development and determined that a portion of the previously recorded easement (more particularly described on the attached vacation exhibit) conflicts with the development and is no longer needed for the operation and maintenance of the removed existing sanitary sewer; and

WHEREAS, the Developer requests that the aforementioned portion of the previously recorded easement be vacated to allow for the proposed new development.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby vacates, terminates, cancels and releases the portion of the permanent easement recorded in Official Record 609, Page 719 shown on the attached vacation exhibit, and the obligations and burdens contained therein. (Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

25

RESOLUTION NO. 15-1483

IN THE MATTER OF APPROVING THE SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE MONTROSE GROUP LLC TO PERFORM CONSULTING SERVICES AS A PRIORITY INITIATIVE FOR AN ECONOMIC DEVELOPMENT ACTION PLAN PER RESOLUTION 13-496:

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

WHEREAS, Regionomics, LLC completed a demographic analysis on behalf of the Delaware County Economic Development Department as the first phase of the priority initiative for an Economic Development Action Plan per Resolution 13-496; and

WHEREAS, the Director of the Economic Development Department recommends approving the

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Services Agreement with the Montrose Group LLC to perform consulting services for the second phase of an Economic Development Action Plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, County of Delaware, State of Ohio, hereby approve the Services Contract with the Montrose Group LLC.

SERVICES AGREEMENT

This Agreement is made and entered into this 8th day of December, 2015, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and The Montrose Group, LLC (“Contractor”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide “Services” in connection with the following “Project”:
Delaware County has experienced tremendous growth over the last two decades becoming the fastest growing county in Ohio and in the top ranks for growth of counties in the nation. Delaware County conducted a strategic economic development plan in September, 2014 and would like to develop an economic development action plan using the strategic plan as a basis.

The Montrose Group, LLC headed up by Nate Green, Partner and Director of Economic Development and Dave Robinson, Principal and Founder, along with Chad Davie, Owner, Development Partners, LLC proposes to assist the County in these efforts by providing support in the following areas.

Phase I: Community Assessment - Through a series of one-on-one interviews and focus group sessions, Montrose will assess the community of its assets, the current state of economic development efforts, business sectors to attract (retail, residential, industrial, distribution), future of the County, growth corridors, and infrastructure investments. Montrose will work with Delaware County to develop a list of leaders from the business, government, education, and philanthropic sectors to invite to participate in the assessment. It is anticipated that as many as 100 individuals will be involved in the community assessment. Additionally Montrose will develop a survey to receive input from the public at-large about economic development efforts and the future of the County. Montrose will conduct all agreed upon interviews, focus group sessions, and the public survey. Montrose will compile a detailed report of the findings of the community assessment.

Phase II: Development Assessment – Using the economic development strategic plan as a base, Montrose will provide a development assessment of Delaware County that will include an analysis of tax incentive and financing options/modeling and infrastructure investment. These analyses will provide a snapshot of where Delaware County is today in order to determine where it wants go for the next decade. Details of each analyses include:

1. Tax Incentive and Financing Options/Modeling and Infrastructure Investment:
Montrose will conduct a review of potential tax incentives and financing options that can be applied to Delaware County to fund the planned local infrastructure, site development, public safety and other critical implementation steps needed to further the County's success. Montrose will develop financial models to determine the level and scope of real estate tax increment needed to support potential investment of public and private infrastructure in the County.

Phase III: Economic Action Plan - The Community Assessment, Development Assessment, and Economic Development Strategic Plan will provide the background to determine an economic vision and roadmap for a quality action plan. Montrose will identify a strategy and specific action plan for each of the following focus areas:

1. Quality Infrastructure and Site Plan: Delaware County in recent years has made tremendous strides in building new roads and sewer and water capacity. More work needs to be done to capture future, high-wage, high-growth development. The Quality Infrastructure and Site Plan will identify areas and sites that need infrastructure improvements and the type of infrastructure that is needed including roads, sewer, water, and fiber. The recommendation will include funding strategies, grants programs, and incentive programs.
2. Quality Industry Clusters: The Quality Industry Cluster Plan will identify types of industries, by NAICS classification in high-wage, high-growth sectors that should be marketed to and pursued. The Plan will offer go-to market attraction and marketing suggestions, including specific company names and contacts for each industry cluster.
3. Quality Funding: Delaware County is poised to accelerate its development efforts by infusing more support from its public and private sector partners. Montrose will identify a strategy and vision to bring more public and private capital to the economic development efforts in the County to fund site development, brownfield redevelopment, and small business/entrepreneurs.

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- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Delaware County Scope of Work and Consulting Fees, December 8, 2015

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Economic Development Director (“Development Director”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Development Director shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.2 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, the lump sum fee shall be \$50,000. Phase I, \$30,000; Phase II, \$10,000; Phase III, \$10,000.
- 4.3 Total compensation under this Agreement shall not exceed \$50,000 without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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

County:

Name: Robert Lamb

Address: 101 North Sandusky St. Delaware, OH 43015

Telephone: (740) 833-2112

Email: blamb@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Nathan V. Green

Address of Firm: 230 East Town Street, Suite 100

City, State, Zip: Columbus, OH 43215

Telephone: 740-497-1893

Email: ngreen@montrosegroupllc.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Facilities Manager and shall be in accordance with the Contractor’s Price Proposal.

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6.2 Invoices shall be submitted to the Project Manager 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.

6.3 The County shall pay invoices within thirty (30) days of receipt.

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

7.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Facilities Manager and shall complete the work in accordance with the Proposal.

7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.

7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Facilities Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.

8.2 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.

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

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

11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

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

12.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the

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Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$1,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 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.
- 13.3 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.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 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. 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.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 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.
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: 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.
- 14.12 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.

**Delaware County
Economic Development Action Plan
December 8, 2015**

Scope of Work

Delaware County has experienced tremendous growth over the last two decades becoming the fastest growing county in Ohio and in the top ranks for growth of counties in the nation. Delaware County conducted a strategic economic development plan in September, 2014 and would like to develop an economic development action plan using the strategic plan as a basis.

The Montrose Group, LLC headed up by Nate Green, Partner and Director of Economic Development and Dave Robinson, Principal and Founder, along with Chad Davie, Owner, Development Partners, LLC proposes to assist the County in these efforts by providing support in the following areas.

Phase I: Community Assessment - Through a series of one-on-one interviews and focus group sessions, Montrose will assess the community of its assets, the current state of economic development efforts, business sectors to attract (retail, residential, industrial, distribution), future of the County, growth corridors, and infrastructure

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investments. Montrose will work with Delaware County to develop a list of leaders from the business, government, education, and philanthropic sectors to invite to participate in the assessment. It is anticipated that as many as 100 individuals will be involved in the community assessment. Additionally Montrose will develop a survey to receive input from the public at-large about economic development efforts and the future of the County. Montrose will conduct all agreed upon interviews, focus group sessions, and the public survey. Montrose will compile a detailed report of the findings of the community assessment. Montrose will charge a flat fee of \$30,000 (120 hours of work at \$250/hour) for the Community Assessment to be paid in equal installments of \$7500 over a 4-month period.

Phase II: Development Assessment – Using the economic development strategic plan as a base, Montrose will provide a development assessment of Delaware County that will include an analysis of tax incentive and financing options/modeling and infrastructure investment. These analyses will provide a snapshot of where Delaware County is today in order to determine where it wants go for the next decade. Details of each analyses include:

1. Tax Incentive and Financing Options/Modeling and Infrastructure Investment: Montrose will conduct a review of potential tax incentives and financing options that can be applied to Delaware County to fund the planned local infrastructure, site development, public safety and other critical implementation steps needed to further the County's success. Montrose will develop financial models to determine the level and scope of real estate tax increment needed to support potential investment of public and private infrastructure in the County.

Montrose will charge a flat fee of \$10,000 (40 hours at \$250/ hour) for the Development Assessment to be paid in equal installments of \$5,000 over a 2-month period.

Phase III: Economic Action Plan - The Community Assessment, Development Assessment, and Economic Development Strategic Plan will provide the background to determine an economic vision and roadmap for a quality action plan. Montrose will identify a strategy and specific action plan for each of the following focus areas:

1. Quality Infrastructure and Site Plan: Delaware County in recent years has made tremendous strides in building new roads and sewer and water capacity. More work needs to be done to capture future, high-wage, high-growth development. The Quality Infrastructure and Site Plan will identify areas and sites that need infrastructure improvements and the type of infrastructure that is needed including roads, sewer, water, and fiber. The recommendation will include funding strategies, grants programs, and incentive programs.
2. Quality Industry Clusters: The Quality Industry Cluster Plan will identify types of industries, by NAICS classification in high-wage, high-growth sectors that should be marketed to and pursued. The Plan will offer go-to market attraction and marketing suggestions, including specific company names and contacts for each industry cluster.
3. Quality Funding: Delaware County is poised to accelerate its development efforts by infusing more support from its public and private sector partners. Montrose will identify a strategy and vision to bring more public and private capital to the economic development efforts in the County to fund site development, brownfield redevelopment, and small business/entrepreneurs.

Montrose will charge a flat fee of \$10,000 (40 hours at \$250/hour) for the Economic Development Action Plan to be paid in equal monthly installments of \$5,000 over a two-month period.

Consulting Fees and Payment Terms

The Montrose Group, LLC proposes a flat fee of \$30,000 for Phase I, \$10,000 for Phase II and \$10,000 for Phase III to be paid in monthly installments or another method agreed to, in writing by both parties. This agreement will go into effect at the signing of the contract and shall remain in effect until the services described herein are completed.

Further Be It Resolved, that the Board of Commissioner’s approve the purchase order and voucher from 21011113-5301 to Montrose Group LLC. in the amount of \$30,000.00

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

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RESOLUTION NO. 15-1484

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION AND SUPPLEMENTAL APPROPRIATION:

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

Transfer of Appropriation

From	To	
24820101-5101 Title Administration/Health Insurance	24820102-5101 Northpointe Satellite Office/Health Insurance	9,800.00
27526315-5101 State Victim Asst Grant/Health Insurance	27526315-5001 State Victim Asst Grant/Compensation	700.00
26726324-5001	26726324-5101	7,000.00

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Youth Service-Diversion/Compensation	Youth Service-Diversion/Health Insurance	
25422301-5201	25422301-5101	80.00
CDBG Intensive Supervision/General Supplies	CDBG Intensive Supervision/Health Insurance	
25422308-5201	25422308-5101	11.00
Comm Non Residential Program/General Supplies	Comm Non Residential Program/Health Insurance	
25922307-5201	25922307-5101	31.00
Mental Health Docket/General Supplies	Mental Health Docket/Health Insurance	
10011303-5001	10011303-5260	23,000.00
Emergency Medical Service/Compensation	Emergency Medical Service/Inventoried Equipment	
10011303-5001	10011303-5325	16,000.00
Emergency Medical Service/Compensation	Emergency Medical Service/Maintenance Contracts and Agreements	
10011105-5001	10011105-5338	24,000.00
Land and Buildings/Compensation	Land and Buildings/Utilities	
Supplemental Appropriation		
10014101-5331	Treasurer/Postal and Freight Services	12,772.00
25422302-5001	CDBG Electronic Monitoring/Compensation	1,728.00
25422302-5101	CDBG Electronic Monitoring/Health Insurance	576.00
25422311-5001	Pre Sentence Investigation/Compensation	2,370.00
25422311-5101	Pre Sentence Investigation/Health Insurance	475.00

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

27
ADMINISTRATOR REPORTS
-No reports

28
COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis
-Helped with the P.I.N. clearing house event yesterday. That event helped serve 450 needy families plus 200 that are shut in.
Commissioner Benton
-SourcePoint will have their annual meeting this week
-Attended the "For What it's Worth" annual breakfast. Great event.
-Attended the MORPC meeting last Thursday
-DKMM will hold an Executive Committee meeting tomorrow
Commissioner Merrell
-Also helped out at the P.I.N. event. There is a lot of community support for that event.

29
RESOLUTION NO. 15-1485
IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 10:23 AM.

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

RESOLUTION NO. 15-1486
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 11:05 AM.

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

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30**RESOLUTION NO. 15-1486**

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN IRAJ HAGHNAZARI AND MASTANEH MALEKNIAZI, AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR10-0.90, S. OLD STATE 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 Iraj Haghazari and Mastaneh Malekniazi for the project known as DEL-CR10-0.90, S. Old State Road Widening.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Iraj Haghazari and Mastaneh Malekniazi for the project known as DEL-CR10-0.90, S. Old State Road Widening as follows:

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

WITNESSETH: On this 14th day of December, 2015, Iraj Haghazari and Mastaneh Malekniazi, Husband and Wife, whose address is 7142 Lee Rd. Westerville, OH. 43081, Lewis Center, Ohio 43035 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
Par. 135 WD, CH, T DEL-CR10-0.90, S. Old State Road Widening

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of One Hundred Forty Five Two Hundred Ninety Seven and 00/100 Dollars (\$145,297.00) 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

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the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to 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,

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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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

31

RESOLUTION NO. 15-1488

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN RIVER OF LIFE ASSEMBLY OF GOD AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR124-2.77 FOR HOME & 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 River of Life Assembly of God for the project known as DEL-CR124-2.77.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with river of Life Assembly of God for the project known as DEL-CR124-2.77 as follows:

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

WITNESSETH: On this 14th day of December, 2015, River of Life Assembly of God, whose address is 8405 Pulsar Place, Columbus, Ohio, 43240 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
15-SH, 15-T1, T2

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 Thirty Thousand Dollars (\$30,000.00) 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

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PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier.

SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

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

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

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,

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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

There being no further business, the meeting adjourned.

1:30 PM WORK SESSION

**MORPC
-Presentation 2016 Metropolitan Transportation Plan (MTP) and
Active Transportation Plan (ATP)**

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Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners