

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2016

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

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

1
 RESOLUTION NO. 16-770

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 4, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 4, 2016; and

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

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

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

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 16-771

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0805:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0805 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount

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

5
 RESOLUTION NO. 16-772

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Code Compliance Department is requesting that D. Matlack and F. Fowler attend a 2016 Ohio Statewide Floodplain Management Conference in Worthington, OH from August 24-25, 2016 at the cost of \$420.00 (fund number 10011301).

The Director Of Job And Family Services request authorization for Misty Trawick to travel, to Boston, MA at the cost of \$910.00 (fund number 22411604).

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

6
 RESOLUTION NO. 16-773

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 7.630 ACRES OF LAND IN

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ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Benton, seconded by Mr. Merrell approve the following resolution:

Whereas, on July 11, 2016, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by , Daniel G. Rohletter, agent for the petitioners, of 7.630 acres, more or less, in Orange Township to the City of Columbus; and

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Columbus or the Township of Orange;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 7.630 acres, more or less, in Orange Township to the City of Columbus.

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

7
RESOLUTION NO. 16-774

IN THE MATTER OF ACCEPTING ROAD, RELEASING SURETY AND APPROVING RECOMMENDED SPEED LIMITS FOR NORTHSTAR SECTION 1, PHASE C, PART 2:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following

Whereas, The Engineer has reviewed the roadway construction of the road within the subdivision known as Northstar Section 1, Phase C, Part (“Project”) and finds it to be constructed in accordance with the approved plans; and

Whereas, it is therefore the recommendation of The Engineer that the roadway within the Project be accepted into the public system as follows:

- An extension of 0.24 mile to **Township Road Number 1642, Big Bluestem Way**

Whereas, The Engineer also recommends that 25 mile per hour speed limits be established throughout the Project; and

Whereas, The Engineer also requests approval to return the Letter of Credit being held as maintenance surety to the owner, Northstar Lot Development, Inc..

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

8
RESOLUTION NO. 16-775

IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS AND RELEASING CONSTRUCTION BONDS FOR NORTH FARMS SECTION 3 AND NORTH FARMS SECTION 7, PHASE A:

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

WHEREAS, the roadway construction has been completed for North Farms Section 3 and North Farms Section 7, Phase A; 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 Agreements, the Engineer recommends that the maintenance bonds be set at \$52,900 for North Farms Section 3 and \$33,700 for North Farms Section 7, Phase A, which is ten percent of the original construction estimates, and that the projects be placed on the required one-year maintenance period; and

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

WHEREAS, the Engineer recommends release and return of the construction bonds being held as surety to the Owner, Rockford Homes.

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

9

RESOLUTION NO. 16-776

IN THE MATTER OF ACCEPTING A STANDARD HIGHWAY EASEMENT FOR THE EXCHANGE OF ACCESS, BIKEWAY AND LEISURE PATH, AND CONSERVATION EASEMENTS WITH THE CITY OF WESTERVILLE FOR WORTHINGTON ROAD:

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

WHEREAS, the Delaware County Engineer recommends that the Delaware County Board of Commissioners accept a Standard Highway Easement form The City of Westerville and, in exchange, approve Granting Access, Bikeway, Leisure Path, and Conservation Easements to The City of Westerville, all in furtherance of improvements to Worthington Road;

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

Section 1. The Delaware County Board of Commissioners accepts the following Highway Easement from The City of Westerville for Worthington Road:

Standard Highway EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: The City of Westerville, Ohio, the Grantor(s) herein, in consideration of a mutual exchange of easements, to be considered by The Board of Delaware County Commissioners (The Board), the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 7-SH
DEL-CR13-1.27

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Delaware County Current Tax Parcel No. 318-441-01-003-000
Prior Instrument Reference: D.B 1045, PG. 1559, Delaware County Recorder's Office.

And the said Grantor(s), for them selves and their successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that they are the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

EXHIBIT A

PARCEL 7SH
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS

Situated in the State of Ohio, County of Delaware, Township of Orange, Farm Lot 16, Township 3N & 4N, Range 18W, United States Military Lands, and also being a part of a 14.070 acre tract of land conveyed to the City of Westerville, Ohio in Deed Book 1045, Page 1559 as recorded in the Delaware County Recorder's Office, Delaware, Ohio and being more particularly described as follows.

Being a portion of land lying on the east side of the centerline of construction of County Road 13 (Worthington Rd) as shown in plans on file in the Delaware County Engineer's Office for the DEL-CR13-1.27 project, said tract being located within the following described points in the boundary thereof:

Commencing for reference at a found iron pin, located on the northeast corner of a 2.076 acre tract conveyed to The Board of Commissioners of Delaware County, Ohio, recorded in Deed Book 352, Page 458 and also being a point on the Grantor's Northwesterly property line and the existing easterly right of way line of County Road 13

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(Worthington Road);

Thence along said Grantor's property line South 26°48'48" West, a distance of 68.24' to a point being 178.33 feet right of Station 122+91.73 of said centerline and also being the TRUE POINT OF BEGINNING for the parcel being herein conveyed.

Thence continuing along said existing property line South 26°48'48" West, a distance of 53.02 feet to the proposed highway easement line, being 201.29 feet right of Station 122+43.95 of said centerline;

Thence along the proposed highway easement the following (2) courses:

South 87°42'48" East, a distance of 57.34 feet to a point being 238.00 right of Station 122+88.00 of said centerline;

South 64° 49' 07" East, a distance of 26.77 feet to a point on the Grantor's Northeasterly property line, being 261.79 feet right of Station 123+00.28 of said centerline;

Thence along said existing property line North 04°35'02" East, a distance of 57.46 feet to the proposed highway easement line, being 219.16 feet right of Station 123+38.80 of said centerline;

Thence along the proposed highway easement line North 81°37'25" West, a distance of 38.51 feet to a point being 191.50 feet right of Station 123+12.00;

Thence continuing along said easement line South 85°30'18" West, a distance of 24.17 feet to the TRUE POINT OF BEGINNING and containing 0.085 acres more or less.

The bearings herein are based upon the State Plane Coordinates System, North Zone, as established in 2013 in a survey by DLZ using field monuments and records of Delaware County.

The above described area is within the Delaware County Auditor's Permanent Parcel Number 318-441-01-003-000 containing 14.07 acres of which 0.00 acres are within present road occupied.

This description was created under the direction and supervision of Christopher S. Lamus, registered Surveyor No. S-8393

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS**

WHEREAS, the City of Westerville, Ohio ("City") received a grant from the Ohio Public Works Commission ("OPWC") to purchase certain property located in Delaware County, Ohio; and

WHEREAS, in compliance with OPWC regulations, the City subjected the acquired property to a Declaration of Restrictions recorded on November 30, 2011, at Book 1083, Page 2419, *et seq* of the Official Records of Delaware County, Ohio (the Declaration of Restrictions); and

WHEREAS, the parties, along with the Board of Commissioners of Delaware County, Ohio, ("Delaware Commissioners") seek to amend the Declaration of Restrictions to remove the property described in Exhibit "1" attached hereto from said restrictions, and to further subject the property described in Exhibit "2" attached hereto to the Declaration of Restrictions.

NOW THEREFORE, for mutual consideration provided, receipt of which is hereby acknowledged; the City, OPWC, and the Delaware Commissioners agree as follows;

- 1) The Highway Easement Area owned by the City and described in Exhibit "1" attached hereto shall be excluded from the property described in Exhibit "A" of the Declaration of Restrictions.
- 2) The Highway Easement Area described in Exhibit "1" attached hereto shall hereinafter be free and clear of the Declaration of Restrictions, and they City may convey an interest in said property without it being subject to the Declaration of Restrictions or in violation thereof.
- 3) The Conservation Easement Area owned by the Delaware Commissioners and described in Exhibit "2" attached hereto shall be added to the property described in Exhibit "A" of the Declaration of Restrictions.
- 4) The Conservation Easement Area described in Exhibit "2" attached hereto shall hereinafter be subject to the Declaration of Restrictions.
- 5) The term "Declarant" as used in the Declaration of Restrictions shall be amended to include the Board of Commissioners of Delaware County, Ohio as may be necessary to preserve or enforce the Declaration of Restrictions upon the Conservation Easement Area.
- 6) All other provisions of the Declaration of Restrictions shall remain in effect and be reaffirmed herein.
- 7) Contemporaneous herewith, the City shall deliver a Highway Easement to the Delaware Commissioners and the Delaware Commissioners shall deliver Access, Bikeway and Leisure Path and Conservation Easements

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to the City; OPWC has reviewed the aforementioned easements and does not object to the transfers set forth therein.

Section 2. The Delaware County Commissioners grants the following Access, Bikeway and Leisure Path, and

Conservation Easements to the City of Westerville for Worthington Road:

**ACCESS EASEMENT,
BIKEWAY AND LEISURE PATH EASEMENT,
AND CONSERVATION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT: The Board of Commissioners of Delaware County Ohio (Grantor) in consideration of mutual easements exchanged and for other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and release to City of Westerville, Ohio, an Ohio Municipal Corporation, ("Grantee"), its successors and assigns forever, the easements described herein over Grantor's land described as:

ROADWAY PROJECT DEL-CR13-1.27 PARCEL: 6-SH

SEE EXHIBITS A, B, & C ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Delaware County Current Tax Parcel No. 318-441-01-004-000

Prior Instrument Reference: D.B 352, PG. 458, Delaware County Recorder's Office.

The following are the easements;

- 1) **ACCESS EASEMENT:** A perpetual, permanent, non-exclusive easement for ingress and egress, both pedestrian and vehicular, and for all customary private road purposes, on, over, through, under and across real estate described in Exhibit "A" and the survey map attached hereto as exhibit A-1 ("Access Easement")
- 2) **BIKEWAY AND LEISURE PATH EASEMENT:** The right and easement to install, construct, reconstruct, operate, maintain, repair, relocate, inspect and remove a bikeway and leisure path, together with the right of the general public to enter upon and utilize such bikeway and leisure path, and forever to have and to hold such rights and easements under the conditions herein set forth, on, over, through, under, and across the real estate described as set forth in Exhibit "B" and the survey map in Exhibit B-1 ("Bikeway and Leisure Path Easement")
- 3) **CONSERVATION EASEMENT:** A conservation easement on the real estate described in Exhibit "C" and the survey map attached as exhibit C-1 (the "Conservation Easement"). The Conservation Easement shall remain natural and undeveloped as of the date hereof, except as otherwise provided herein. (the "Conservation Easement") In doing so, Grantor agrees that, (a) no building or structure shall hereafter be erected within or upon the Conservation Easement; (b) no dump of ashes, trash, sawdust or any unsightly or offensive material shall be placed upon the Conservation Easement; (c) no sign, billboard, outdoor advertising structure or advertisement of any kind shall be erected, displayed, placed or maintained upon or within the Conservation Easement; (d) no trees, shrubs, topsoil, rocks, minerals, or other materials shall be removed or destroyed on the Conservation Easement; (e) there shall be no building of roads nor installation of utilities, and (f) the general topography of the landscape in the Conservation Easement shall be maintained in its present condition unless otherwise approved by Grantee.

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation and maintenance of the Conservation Easement. By accepting this Easement, Grantee does not assume any obligations with respect to the ownership, operation and maintenance of the Conservation Easement.

Grantor, its agents, employees and the general public shall have the right to do, within the Conservation Easement, any and all things necessary, proper or incidental to the successful operation and maintenance of the area as a conservation area and shall have such rights and privileges within the Conservation Easement as may be reasonably necessary for the full enjoyment or use of the property as a conservation area.

PROVISIONS COMMON TO ALL EASEMENTS

The Easements granted above are intended to be appurtenant with the land, and with all of the privileges and appurtenances belonging thereto. The Easements granted above include the right to trim or remove any trees, shrubbery, or other vegetation which may hereafter interfere with Grantee's rights to any of the described easements.

Grantor shall have the right to use any and all of the described Easements for purposes not inconsistent with the Grantee's full enjoyment of the rights herein granted, provided however that the Grantor shall not cause any buildings

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or other structures to be constructed in any of the Easement Areas or do or permit anything in the Easement Areas that interfere with Grantee's access, construction and/or operations.

Grantor, for itself and its successors and assigns, hereby covenants with the Grantee and its successors and assigns, that Grantor is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor will warrant and defend the same against all claims of all persons whomsoever.

EXHIBIT A

**ACCESS EASEMENT
TO THE CITY OF WESTERVILLE, OHIO
ON THE PROPERTY OF BOARD OF COMMISSIONERS
OF DELAWARE COUNTY, OHIO
ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO**

Situated in the State of Ohio, County of Delaware, Township of Orange, Farm Lot 16, Quarter 4, Township 3, Range 18, United States Military Lands, being located in that 1.473 acre tract of land as described in a deed to the Board of Commissioners of Delaware County, Ohio, of record in Deed Book 352, Page 458, all records referenced herein being to those of the Delaware County Recorder's office, and being an Access easement more particularly described as follows:

Access Easement Strip No. 1

Beginning FOR REFERENCE at an iron pin found at a southeast corner of said 1.473 acre tract, in the westerly line of that 14.070 acre tract of land as described in a deed to the City of Westerville, of record in Official Record 1045, Page 1559, at an angle point in the easterly right-of-way line of Worthington Road (width varies), thence North 38°34'59" West, along the northeasterly line of said 1.473 acre tract and said right-of-way line, a distance of 11.59 feet to a point, being the TRUE PLACE OF BEGINNING of the herein described Access Easement Strip No. 1;

Thence **South 27°34'58" West**, through said 1.473 acre tract, a distance of **80.14 feet** to a point in the proposed northerly right-of-way line of Parcel 7SH, per the road improvement plan "DEL-CR 13-1.27", circa 2016;

Thence **South 85°30'18" West**, through said 1.473 acre tract, along said proposed northerly right-of-way line, a distance of **21.24 feet** to a point;

Thence **North 27°34'58" East**, again through said 1.473 acre tract, a distance of **99.37 feet** to a point in the northeasterly line of said 1.473 acre tract, in an existing southwesterly right-of-way line of Worthington Road;

Thence **South 38°34'59" East**, along said northeasterly line and said southwesterly right-of-way line, a distance of **19.68 feet** to the TRUE PLACE OF BEGINNING, containing 0.037 acre of land.

Access Easement Strip No. 2

Beginning FOR REFERENCE at the same iron pin found at the true place of beginning of the above described Access Easement Strip No. 1, thence South 26°48'48" West, along the common line between said 1.473 acre and 14.070 acre tracts, a distance of 160.93 feet to a point, being the TRUE PLACE OF BEGINNING of the herein described Access Easement Strip No. 2;

Thence **South 26°48'48" West**, continuing along said common line, a distance of **126.62 feet** to a point;

Thence through said 1.473 acre tract the following six courses:

1. with the arc of a non-tangent curve to the right, having a radius of **129.95 feet**, an arc length of **72.18 feet**, a delta of **31°49'21"**, and a chord bearing **South 67°13'32" West**, a distance of **71.25 feet** to a point;
2. **South 83°08'13" West** a distance of **25.56 feet** to a point;
3. **North 20°11'16" West** a distance of **18.50 feet** to a point;
4. **North 83°08'13" East** a distance of **29.83 feet** to a point;
5. with the arc of a tangent curve to the left, having a radius of **111.95 feet**, an arc length of **131.54 feet**, a delta of **67°19'16"**, and a chord bearing **North 49°28'35" East**, a distance of **124.10 feet** to a point;
6. **North 15°48'57" East** a distance of **81.63 feet** to a point in the proposed southerly right-of-way line of said Parcel 7SH;

Thence **South 87°42'48" East**, continuing through said 1.473 acre tract, along said proposed southerly right-of-way line, a distance of **18.51 feet** to a point;

Thence **South 15°48'57" West**, again through said 1.473 acre tract, a distance of **37.13 feet** to the TRUE PLACE OF BEGINNING, containing 0.084 acre of land.

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The above described Access easement is also shown on Exhibit "A-1", attached hereto and made a part hereof. Bearings herein are referenced to North 52°28'52" East for the centerline of construction of Worthington Road, per a plan bearing. This description was prepared by Westerville Land Surveying, LLC, based on plan information and an actual field survey performed in February, 2016.

EXHIBIT B

**BIKEWAY & LEISURE PATH EASEMENT
TO THE CITY OF WESTERVILLE, OHIO
ON THE PROPERTY OF BOARD OF COMMISSIONERS
OF DELAWARE COUNTY, OHIO
ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO**

Situated in the State of Ohio, County of Delaware, Township of Orange, Farm Lot 16, Quarter 4, Township 3, Range 18, United States Military Lands, being located in that 1.473 acre tract of land as described in a deed to the Board of Commissioners of Delaware County, Ohio, of record in Deed Book 352, Page 458, all records referenced herein being to those of the Delaware County Recorder's office, and being a Bikeway and Leisure Path easement more particularly described as follows:

Beginning FOR REFERENCE at an iron pin found at a southeast corner of said 1.473 acre tract, in the westerly line of that 14.070 acre tract of land as described in a deed to the City of Westerville, of record in Official Record 1045, Page 1559, at an angle point in the easterly right-of-way line of Worthington Road (width varies), thence South 26°48'48" West, along the common line between said 1.473 acre and 14.070 acre tracts, a distance of 335.00 feet to an iron pin found at an angle point in said common line, thence South 53°57'32" West, continuing along said common line, a distance of 63.78 feet to a point being the TRUE PLACE OF BEGINNING of the herein described Bikeway and Leisure Path easement;

Thence **South 53°57'32" West**, continuing along said common line, a distance of **15.59 feet** to a point;

Thence through said 1.473 acre tract the following four courses:

1. **North 20°11'16" West** a distance of **79.06 feet** to a point;
2. with the arc of a tangent curve to the right, having a radius of **207.50 feet**, an arc length of **25.95 feet**, a delta of **7°09'55"**, and a chord bearing **North 16°36'18" West**, a distance of **25.93 feet** to a point;
3. **North 13°01'21" West** a distance of **63.37 feet** to a point;
4. with the arc of tangent curve to the left, having a radius of **42.50 feet**, an arc length of **36.40 feet**, a delta of **49°04'38"**, and a chord bearing **North 37°33'40" West**, a distance of **35.30 feet** to a point in a proposed southeasterly right-of-way line of said Worthington Rd.;

Thence **North 53°05'12" East**, continuing through said 1.473 acre tract, along said proposed right-of-way line, a distance of **16.12 feet** to a point;

Thence again through said 1.473 acre tract the following four courses:

1. with the arc of a non-tangent curve to the right, having a radius of **57.50 feet**, an arc length of **42.37 feet**, a delta of **42°13'28"**, and a chord bearing **South 34°08'04" East**, a distance of **41.42 feet** to a point;
2. **South 13°01'21" East**, a distance of **63.37 feet** to a point;
3. with the arc of a tangent curve to the left, having a radius of **192.50 feet**, an arc length of **24.07 feet**, a delta of **7°09'55"**, and a chord bearing **South 16°36'18" East**, a distance of **24.06 feet** to a point;
4. **South 20°11'16" East**, a distance of **74.80 feet** to the TRUE PLACE OF BEGINNING, containing 0.070 acre of land.

The above described Bikeway & Leisure Path easement is also shown on Exhibit "B-1", attached hereto and made a part hereof. Bearings herein are referenced to North 52°28'52" East for the centerline of construction of Worthington Road, per a plan bearing. This description was prepared by Westerville Land Surveying, LLC, based on plan information and an actual field survey performed in February, 2016.

EXHIBIT C

**CONSERVATION EASEMENT
TO THE CITY OF WESTERVILLE, OHIO
ON THE PROPERTY OF BOARD OF COMMISSIONERS
OF DELAWARE COUNTY, OHIO
ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO**

Situated in the State of Ohio, County of Delaware, Township of Orange, Farm Lot 16, Quarter 4, Township 3, Range 18, United States Military Lands, being located in that 1.473 and 0.688 acre tracts of land as described in a deed to the Board of Commissioners of Delaware County, Ohio, of record in Deed Book 352, Page

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458, all records referenced herein being to those of the Delaware County Recorder’s office, and being a Conservation easement more particularly described as follows:

Beginning FOR REFERENCE at an iron pin found at a southeast corner of said 1.473 acre tract, in the westerly line of that 14.070 acre tract of land as described in a deed to the City of Westerville, of record in Official Record 1045, Page 1559, at an angle point in the easterly right-of-way line of Worthington Road (width varies), thence South 26°48’48” West, along the common line between said 1.473 acre and 14.070 acre tracts, a distance of 335.00 feet to an iron pin found at an angle point in said common line, thence South 53°57’32” West, continuing along said common line, a distance of 81.45 feet to a point being the TRUE PLACE OF BEGINNING of the herein described Conservation easement;

Thence **South 53°57’32” West**, continuing along said common line, a distance of **9.85 feet** to an iron pin found at an angle point in said common line;

Thence **South 86°51’15” West**, continuing partially along the common line between said 1.473 acre and 14.070 acre tracts, then partially along the common line between said 0.688 acre tract and that 2.3 acre tract as described in a deed to Elizabeth Rarey, Trustee, of record in Official Record 1349, Page 1415, a distance of **125.18 feet** to a point;

Thence through said 0.688 acre tract the following two courses:

1. **North 3°30’02” West** a distance of **78.46 feet** to a point;
2. **North 16°26’31” West** a distance of **61.94 feet** to a point in a proposed southeasterly right-of-way line of said Worthington Rd.;

Thence **North 53°05’12” East**, continuing partially through said 0.688 acre and partially through said 1.473 acre tract, along said proposed right-of-way line, a distance of **105.91 feet** to a point;

Thence through said 1.473 acre tract the following four courses:

1. with the arc of a non-tangent curve to the right, having a radius of **40.50 feet**, an arc length of **35.64 feet**, a delta of **50°24’55”**, and a chord bearing **South 38°13’48” East**, a distance of **34.50 feet** to a point;
2. **South 13°01’21” East**, a distance of **63.37 feet** to a point;
3. with the arc of a tangent curve to the left, having a radius of **209.50 feet**, an arc length of **26.20 feet**, a delta of **7°09’55”**, and a chord bearing **South 16°36’18” East**, a distance of **26.18 feet** to a point;
4. **South 20°11’16” East**, a distance of **79.63 feet** to the TRUE PLACE OF BEGINNING, containing 0.460 acre of land.

The above described Conservation easement is also shown on Exhibit “C-1”, attached hereto and made a part hereof. Bearings herein are referenced to North 52°28’52” East for the centerline of construction of Worthington Road, per a plan bearing. This description was prepared by Westerville Land Surveying, LLC, based on plan information and an actual field survey performed in February, 2016.

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

10
RESOLUTION NO. 16-777

IN THE MATTER OF APPROVING AN ENGINEERING SERVICES AGREEMENT WITH LJB, INC. FOR THE PROJECT KNOWN AS DEL-SR3-7.21:

It was moved by Mr. Benton, seconded by Mr. Merrell approve the following resolution:

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

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL-SR3-7.21; and

WHEREAS, the County Engineer has selected the consulting firm of LJB, Inc. through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for engineering and design of the improvements, and requests that the Board enter into Contract with said firm;

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

**ENGINEERING SERVICES AGREEMENT
PRIME AGREEMENT (LUMP SUM)**

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2016**

Contract #E102097-1

This Agreement is made and entered into this 8th day of August, 2016, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and **LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342**, ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Prime Agreement."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide "Services" in connection with the following "Project":
Preliminary Engineering for State Route 3 and Galena Road Intersection Improvements (DEL-SR3-7.21, PID 102097), including surveys, studies, and preparation of construction and right-of-way plans.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference made part of this Agreement:
- 1.3.1 Scope of Services last revised: July 22, 2016
1.3.2 Fee Proposal last revised: July 12, 2016

2 SUPERVISION OF WORK

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

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:
- a. For all services described in the Scope of Services and Fee Proposal as "Basic Services", the lump sum fee shall be **\$178,009**.
- b. For all services described in the Scope of Services and Fee Proposal as "If Authorized Services", payment shall be made based on a lump sum amount authorized by the Project Manager for each authorized task as specified in the Fee Proposal, the total of which shall not exceed **\$87,710**.
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in "If Authorized Services" with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed **\$265,719** without subsequent modification by both Parties.
- 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.

County Engineer:

Name: Chris Bauserman, P.E., P.S.
Attn: Tiffany Jenkins, P.E.
Address: 50 Channing Street, Delaware, Ohio 43015

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Telephone: 740-833-2400
Email: tjenkins@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Thomas Kramer, PE, C.S.P.
Attn: Daniel J. Hoying, P.E., P.S., PMP
Address of Firm: 2500 Newmark Drive
City, State, Zip: Miamisburg, Ohio 45342
Telephone: 937-259-5000
Email: dhoying@ljbinc.com

6 PAYMENT

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

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

- 7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the County Engineer and shall complete the work no later than November 1, 2017.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

9 CHANGE IN SCOPE OF SERVICES

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

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement.
- 10.2 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. Such items are prepared and intended only for use as an integrated set on this particular project and for the limited purposes specified. Modifications, or use on other projects, of such items, or copies thereof, without LJB's prior written consent shall be at County's sole risk.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2016**

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

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

12 INDEMNIFICATION

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

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

13 INSURANCE

13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the 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.

13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

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

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers

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compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of 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.

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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.

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

11

RESOLUTION NO. 16-778

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

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

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

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

Permit #	Applicant	Location	Type of Work
U16-136	Columbia Gas	Hyatts Road	Extend gas main
U16-137	AT&T	Sanctuary at the Lakes Sec. 1	Road Bore
U16-138	AEP	E. Powell Road	Install conduit
U16-139	XO Communications	XO Communications	Relocate fiber
U16-140	Del-Co Water	Sunbury Road	Road Bore
U16-141	AT&T	Presidential Parkway	Road Bore
U16-142	Consolidated Electric	Orange Point Dr.	Install Fiber Optic Cable
U16-143	Centurylink	Blayne Road	Replace buried cable

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

12

RESOLUTION NO. 16-779

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

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

Supplemental Appropriations	Description	Amount
22311611/5348	Workforce Investment Act/Client Services	\$ 120,000.00
22311614/5201	TANF OWIP/General Supplies	\$ (10,000.00)
22311614/5348	TANF OWIP/Client Services	\$ (40,000.00)
22311611/5801	Workforce Investment Act/Misc. Cash Transfers	\$ 50,000.00

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

13

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
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RESOLUTION NO. 16-780

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MS CONSULTANTS FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE PROPERTY EVALUATION FOR A FUTURE WATER RECLAMATION FACILITY PROJECT:

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

Whereas, the Sanitary Engineer recommends approval of the following Agreement;

Now, Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with MS Consultants for the Future Water Reclamation Facility Project.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 8th day of August, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Ms Consultants, Inc. ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant will provide "Services" in connection with the following "Project":

The Delaware County Regional Sewer District ("Client") is interested in purchasing property for a future 800,000 gpd Wastewater Reclamation Facility (WRF), to be constructed south of U.S. 36 / 37 and west of I-71 with a discharge into the Alum Creek Reservoir. As the next step in securing the property, the County would like to perform an initial property evaluation to determine the required property acreage needs and to identify site constraints associated with the subject property, including vehicle access, outfall routing, and stakeholder coordination. The subject property is located on Dunham Road, Delaware, Ohio 43015 and being part of Parcel 41813001026000.

1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:

- Attachment A – Scope of Services and Fee Proposal

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.

2.2 The Sanitary Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

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

4 FEES AND REIMBURSABLE EXPENSES

4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:

4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the fee shall be Twenty-Five Thousand Dollars (\$25,000.00).

4.3 For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed \$0.00.

4.4 Total compensation under this Agreement shall not exceed \$25,000.00 without subsequent modification.

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4.5 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.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer's Office
Attn: Tiffany Maag, P.E.
Address: 50 Channing Street, Delaware, Ohio 43015
Telephone: 740-833-2250
Email: TMaag@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Michael Kratofil, P.E.
Address of Firm: 2221 Schrock Road
City, State, Zip: Columbus, Ohio 43229
Telephone: 614-898-7100
Email: Project contact is Bill Johngrass at bjohngrass@msconsultants.com

6 PAYMENT

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer. Compensation for the stated Scope of Services shall be the hourly Direct Salary Expense (DSE) times a multiplier of 3.11 plus reimbursable expenses at cost. Direct Salary Expense is defined as direct labor rates of all the personnel engaged on the Project.

6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

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

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

7.1 The Consultant shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the Task 1 work no later than 60 calendar days after Notice to Proceed. The Task 2 Surveying Task shall be completed 30 calendar days after access to the site is provided.

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

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

8 SUSPENSION OR TERMINATION OF AGREEMENT

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

8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE/ADDITIONS 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.

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For services in addition to those included in Section 1 as authorized or "if authorized", a scope and fee shall be negotiated and agreed to by both parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the parties prior to performance of the additional services.

10 OWNERSHIP

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

10.2 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 CONSULTANT STAFF; ASSIGNMENT

11.1 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.

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

12 INDEMNIFICATION

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

13 INSURANCE

13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the 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.

13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds

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thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of 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.

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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.

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.

**ATTACHMENT A
SCOPE OF SERVICES
FUTURE WRF - PROPERTY EVALUATION
DELAWARE COUNTY, OHIO**

Revised: 07/25/16

BACKGROUND

The Delaware County Regional Sewer District (“Client”) is interested in purchasing property for a future 800,000 gpd Wastewater Reclamation Facility (WRF), to be constructed south of U.S. 36 / 37 and west of I-71 with a discharge into the Alum Creek Reservoir. As the next step in securing the property, the County would like to perform an initial property evaluation to determine the required property acreage needs and to identify site constraints associated with the subject property, including vehicle access, outfall routing, and stakeholder coordination. The subject property is located on Dunham Road, Delaware, Ohio 43015 and being part of Parcel 41813001026000.

SCOPE OF SERVICES

ms consultants, inc. (“ms”) shall provide the following professional services for the Future WRF - Property Evaluation Project (the “Project”) for the Delaware County Regional Sewer District (“Client”).

1. Future WWTP Site Evaluation

- A. Conduct a kick-off meeting with Client’s personnel to establish lines of communication; identify specific needs of the Project; define roles, responsibilities and schedule for the Project; and conduct preliminary discussions regarding preferred treatment facility sizing, processes, components, layout, and equipment.
- B. Obtain and review available data for proposed WRF site. Data would include the following:
 - 1. Zoning and land use plans from the Delaware County Regional Planning Commission
 - 2. GIS information (Delaware County)
 - 3. Property ownership and easement research (Delaware County)
 - 4. Floodplain information (FEMA)
 - 5. Wetland identification (National Wetlands Inventory)
 - 6. Groundwater and bedrock information (from ODNR)
 - 7. Archeological research (State Historic Preservation Office)
 - 8. Endangered species
 - 9. Available utilities (electric, gas, communications through OUPS requests)
- C. Conduct one (1) site visit with the Client’s personnel to walk the proposed property.
- D. Conduct a conference call with the Army Corps of Engineers to review the project and to identify any site or regulatory constraints.

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- E. Conduct a conference call with the OhioEPA to review the project and to request effluent limits for the proposed future WRF.
- F. Conduct a meeting with AEP to review the project and to determine occupancy requirements for existing utility easements that border the proposed property.
- G. Conduct a meeting with City of Columbus to review the project and to identify any conservation requirements.
- H. Prepare and submit a preliminary site plan of the 800,000 gpd WRF for the purposes of determining the desired land purchase. Identify site access needs and a preliminary alignment for the plant outfall to the Alum Creek Reservoir.
- I. Conduct a meeting with the property owner to review the proposed site plan and discuss the components of the proposed WRF.

2. *Boundary / Topographic Survey and Lot Split Documents*

- A. Perform a boundary survey of Delaware County Auditor Parcel No. 41813001026000, 45.15 acre tract, located along the westerly side of Dunham Road. ms will consult deeds and other documents along with the necessary courthouse research to perform the boundary survey. All of the boundary survey work will be conducted in accordance with Ohio Administrative Code 4733-37, commonly known as "Minimum Standards for Boundary Surveys in the State of Ohio".
- B. Perform a detailed topographic survey of observable features within the property. The topographic survey will include adjacent drives, utilities and pavement widths. We will obtain ground shots on a 50 foot grid and at grade changes/break lines to generate one foot contours base map. Our topographic survey will also overlap the adjacent properties by 10 feet. Individual trees will be located and woods will be outlined. The horizontal datum will be NAD 83 (2011) reference frame and the Coordinate System will be Ohio State Plane, North Zone. The vertical datum will be North American Vertical Datum 88. Both horizontal and vertical control will be established from a VRS/GPS Survey.
- C. Prepare a plat and legal description for the lot split for the property. The plat and legal description will meet the Transfer and Conveyance Standards of the Delaware County Auditor and the Delaware County Engineer as adopted under ORC Section 319.203.

SCHEDULE

ms will perform the Scope of Services above in a timely manner, subject to input and direction from the Client. It is estimated that the Site Evaluation work (Task 1) will be complete and ready for final submission to the Client within two (2) months after notice to proceed from the Client. The Task 2 survey documents will be completed 30 days after the site is available for access by ms personnel.

PAYMENT AND ADDITIONAL SERVICES

For services provided under this Agreement, ms consultants shall be paid as follows:

Compensation for the stated Scope of Services shall be the hourly Direct Salary Expense (DSE) times a multiplier of 3.11 plus reimbursable expenses at cost with the total cost not to exceed Twenty-Five Thousand Dollars (\$25,000). Direct Salary Expense is defined as direct labor rates of all the personnel engaged on the Project.

ADDITIONAL SERVICES

For additional services not included in the above Scope of Services, the Client and ms shall negotiate a scope and fee prior to commencement of Work. Such services shall consist of providing any other services not included in this Agreement or not customarily furnished in accordance with generally accepted engineering practices. Scope items that are considered additional services include, but are not limited to:

- Property appraisals and negotiations
- ALTA Land Title Survey
- Wetlands delineation
- Archaeological services
- Floodplain permitting
- Preparation of environmental assessments and impact statements

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- Assistance in obtaining approvals of authorities having jurisdiction over environmental impacts of the Project
- Preparation of applications and supporting documents for grants and loans
- Laboratory tests, well tests, soil borings, geotechnical investigations, or specialized geological, soils, hydraulic or other studies, except those services specifically identified in the Scope of Services.
- Providing assistance in resolving any Hazardous Environmental Condition
- Preliminary design services associated with the future WRF (e.g. treatment alternatives)

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

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RESOLUTION NO. 16-781

IN THE MATTER OF ESTABLISHING SUPPORT FOR EXTENDING PUBLIC SEWERS TO SERVICE AREAS ALONG US 23 THROUGH PRESERVATION PARKS FOR ECONOMIC DEVELOPMENT OF THE AREA AND PROTECTION OF THE ENVIRONMENT:

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

WHEREAS, sanitary sewer infrastructure is needed for economic development along the U.S. 23 corridor that will benefit the residents and taxpayers of Delaware County; and

WHEREAS, the sewer service area is generally bounded by Peachblow Road and the railroad tracks west of Piatt Road and is tributary to the 18-inch interceptor sewer located along Artesan Run and the most cost effective and technically feasible solution is to be conveyed through Preservation Parks; and

WHEREAS, installation of sanitary sewer infrastructure on the east side of U.S. 23 has been evaluated and considered unfeasible north of Olentangy Crossing due to homeowner unwillingness to cooperate and grant easements; and

WHEREAS; the Preservation Parks Environmental Covenant includes Conservation Values that include the restoration, preservation, and maintenance of the Property as an aquatic ecosystem resource is a part of the attainment and maintenance of the aquatic life uses of the waters of the State of Ohio pursuant to Section 303 of the Clean Water Act, 33 U.S.C. Section 1313 and Section 6111.041 of the Oho Revised Code; and

WHEREAS, installation of centralized sanitary sewer infrastructure would protect the environment and eliminate the discharge of partially treated sewage from package plant point source discharges and on-site systems in the drainage area pursuant to Section 303 of the Clean Water Act; and

WHEREAS, the County sewer system has been and is planned, design, and constructed in the most cost effective and technically feasible manner possible thereby utilizing gravity interceptor conveyance that follows natural drainage and topographic patterns and thereby reduces pump stations; and

WHEREAS, construction methods and practices exist that allow for installation through Preservation Parks in a manner that has minimal disturbance during construction activities and will be restored to original condition after installation of the sewer infrastructure;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby establishes their support for providing sanitary sewer service through Preservation Parks and feels that it is in the best interest of Delaware County, its residents and the Regional Sewer District and the long term environmental benefit to the Olentangy Watershed outweighs the minimal short term construction disturbance.

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

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RESOLUTION NO. 16-782

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE, OBSOLETE, OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED:

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

WHEREAS, pursuant to section 307.12(E) of the Revised Code, the Delaware County Board of Commissioners (the "Board") may sell personal property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, by internet auction; and

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WHEREAS, the Board adopted Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, the Delaware County Board of Developmental Disabilities adopted a resolution (Resolution 16-07-02) determining that it has personal property that is not needed for public use, obsolete, or unfit for the use for which it was acquired, specifically a modular classroom unit currently located at the Hickory Knoll school property and bearing Asset #3201250026 (the "Property"); and

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

Section 1. The Board hereby declares that the Property is not needed for public use, obsolete, or unfit for the use for which it was acquired and authorizes the Property to be sold by internet auction.

Section 2. The Board hereby directs the Interim Director of Facilities to cause the Property to be listed for sale by internet auction.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Friday was the County Health Fair. Would like to thank Denny Schooley for allowing the DATA bus to transport people to and from the event.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Met Orange Township Administrator Lee Bodnar
- DKMM and the Finance Authority will meet tomorrow night
- Attended the Hartford fair yesterday
- Happy Belated to Jennifer

Commissioner Merrell

- Also attended the Hartford fair yesterday
- Attended the Health Fair on Friday
- Happy Belated birthday to Jennifer and early birthday to Sarah

Commissioner Lewis

- No reports

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RESOLUTION NO. 16-783

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:00 AM.

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

RESOLUTION NO. 16-784

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 10:40 AM.

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

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

Bob Lamb, Director of Economic Development

-Montrose Group

Economic Development Strategic Action Plan

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners