

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 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. 16-920

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 19 AND SPECIAL MEETING HELD SEPTEMBER 22, 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 September 19 and a special session on September 22, 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 meetings.

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

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 16-921

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0923:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0923 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Ohio Guidestone	Residential Treatment	22511607-5342	\$ 33,119.00
Certified Lab	Oil and Grease for Equipment	66211901-5201	\$ 9,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1604894	OHIO GUIDESTONE	RESIDENTIAL TREATMENT	22511607-5342	\$33,119.00	0001
R1604921	COLUMBUS INTERNATIONAL CORP	ON THE JOB TRAINING PATEL	22311611-5348	\$ 7,488.00	0001
R1604929	OFFICE CITY EXPRESS INC	(2) CUBICLES	40111402-5201	\$ 9,587.81	0001
R1604933	HENRY P THOMPSON CO INC	ROTORK ACTUATORS SERVICE AND REPAIR	66211911-5328	\$10,000.00	0001
R1604935	SMARTBILL LTD INC	POSTAGE FOR NOV 2016 SEWER BILLING	66211901-5331	\$ 9,500.00	0001

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

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 RESOLUTION NO. 16-922

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners’ office is requesting that Ferzan Ahmed attend the ODOT OTEC 70 Years Innovation and Beyond Conference in Columbus, Ohio October 25-26, 2016; at the cost of \$164.64 (fund number 10011101)

The Economic Development Department is requesting that Bob Lamb attend an OEDA Annual Summit in Dublin, OH from October 19-21, 2016 at the cost of \$475.00 (fund number 21011113).

The Commissioner’s office is requesting that ten county employees attend a 2016 Summit & Sustainability Conference in Columbus, OH on October 21, 2016 (10011101).

The Commissioner’s office is requesting that Ferzan Ahmed, Jeff Benton, Gary Merrell and Barb Lewis attend a “Resilient Region” forum in Columbus, OH on November 10, 2016 at the cost of \$88.00 (fund number 10011101).

The Economic Development department is requesting that Jenna Jackson and Bob Lamb attend a “Resilient Region” forum in Columbus, OH on November 10, 2016 at the cost of \$44.00 (fund number 2101113).

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

**6
RESOLUTION NO. 16-923**

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF AUGUST 2016:

It was moved by Mr. Benton, seconded by Mr. Merrell accept the Treasurer’s Report for the month of August 2016.

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

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

**7
RESOLUTION NO. 16-924**

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND SCIOTO TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS KLONDIKE ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Scioto Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Scioto Township:

COOPERATION AGREEMENT

Scioto Township and Delaware County
Klondike Road Improvements Project

SCIOTO TOWNSHIP RESOLUTION NUMBER 07-13-2016-1 Date 7/13/16
DELAWARE COUNTY RELSOUTION NUMBER 16-924 Date 9/26/16

Scioto Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Klondike Road Improvement Project.

Scioto Township will provide funds totaling 9.7% of the cost of the Project. Such funds will come from the Gasoline Tax fund.

Delaware County, through the County Engineer will provide matching funds totaling 9.7%, not to exceed the amount of funds provided by Scioto Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Scioto Township to be the lead applicant and to sign all necessary documents.

Scioto Township agrees to pay its percentage of Project costs as construction invoices are due.

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Delaware County, through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

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RESOLUTION NO. 16-925

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND TROY TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS PENRY ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Troy Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Troy Township:

COOPERATION AGREEMENT

Troy Township and Delaware County
Penry Road Improvements Project

TROY TOWNSHIP RESOLUTION NUMBER 2016-16 Date 6/20/2016
DELAWARE COUNTY RELSOUTION NUMBER 16-925 Date 9/25/16

Troy Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Penry Road Improvement Project.

Troy Township will provide funds totaling 15% of the cost of the Project. Such funds will come from the Gas Tax fund.

Delaware County, through the County Engineer will provide matching funds totaling 14.8%, not to exceed the amount of funds provided by Troy Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Troy Township to be the lead applicant and to sign all necessary documents.

Troy Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

9
RESOLUTION NO. 16-926

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND RADNOR TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS PENRY ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Radnor Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Radnor Township:

COOPERATION AGREEMENT

Radnor Township and Delaware County
Penry Road Improvements Project

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RADNOR TOWNSHIP RESOLUTION NUMBER 06-16 Date 6-13-2016
DELAWARE COUNTY RELSOUTION NUMBER 16-926 Date 9/26/16

Radnor Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Penry Road Improvement Project.

Radnor Township will provide funds totaling 12% of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide matching funds totaling 11.9%, not to exceed the amount of funds provided by Radnor Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Radnor Township to be the lead applicant and to sign all necessary documents.

Radnor Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

10
RESOLUTION NO. 16-927

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND PORTER TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS MOODY ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Porter Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Porter Township:

COOPERATION AGREEMENT

Porter Township and Delaware County
Moody Road Improvements Project

PORTER TOWNSHIP RESOLUTION NUMBER 06-01-16 Date 6-14-16
DELAWARE COUNTY RELSOUTION NUMBER 16-927 Date 9/26/16

Porter Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Moody Road Improvement Project.

Porter Township will provide funds totaling 18% of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide matching funds totaling 18%, not to exceed the amount of funds provided by Porter Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Porter Township to be the lead applicant and to sign all necessary documents.

Porter Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

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RESOLUTION NO. 16-928

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY, BERKSHIRE TOWNSHIP AND VILLAGE OF GALENA TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS ALEXANDER ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berkshire Township and Village of Galena;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Berkshire Township and Village of Galena:

COOPERATION AGREEMENT

*Berkshire Township, Village of Galena and Delaware County
Alexander Road Improvements Project*

BERKSHIRE TOWNSHIP RESOLUTION NUMBER 16-7-12 Date 7-25-16
VILLAGE OF GALENA RESOLUTION NUMBER 2016-19 Date 7-22-16
DELAWARE COUNTY RESOLUTION NUMBER 16-928 Date 9/26/16

Berkshire Township, Village of Galena and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as *Alexander Road Improvements Project*.

Berkshire Township will provide funds totaling 14.47% of the cost of the Project. Such funds will come from the Road fund.

Village of Galena will provide funds totaling 2.6% of the cost of the Project. Such funds will come from the Street fund.

Delaware County, through the County Engineer will provide matching funds totaling 16.5%, not to exceed the amount of funds provided by Berkshire Township and Village of Galena, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County and Village of Galena authorize *Berkshire* Township to be the lead applicant and to sign all necessary documents.

Berkshire Township agrees to pay its percentage of Project costs as construction invoices are due.

Village of Galena agrees to pay its percent of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

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RESOLUTION NO. 16-929

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND ORANGE TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS OWENFIELD DRIVE IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Orange Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Orange Township:

COOPERATION AGREEMENT

Orange Township and Delaware County

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Owenfield Drive (DEL-TR 596) Improvements Project

ORANGE TOWNSHIP RESOLUTION NUMBER 16-346 Date 9-6-16

DELAWARE COUNTY RELSOUTION NUMBER 16-929 Date 9/26/16

Orange Township and Delaware County, the Parties to the agreement, hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Owenfield Drive Improvements Project.

Orange Township will provide funds totaling 25.6% of the cost of the Project. Such funds will come from the Permissive Tax Fund – 2231-330-323-0330 fund.

Delaware County, through the County Engineer’s Grant Enhancement Program, will provide matching funds totaling 8.4% of the cost of the Project, not to exceed the amount of funds provided by Orange Township or \$50,000, whichever is less. Such funds will come from the Road and Bridge General Fund Account (10040421). The County Engineer will also provide design and construction engineering at no cost to the Townships.

Delaware County authorizes Orange Township to be the lead applicant and to sign all necessary documents.

Each party agrees to pay its percentage of Project costs as construction invoices are due.

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

13

RESOLUTION NO. 16-930

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BROWN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS HOGBACK ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Brown Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Brown Township:

COOPERATION AGREEMENT

Brown Township and Delaware County
 Hogback Road Improvements Project

BROWN TOWNSHIP RESOLUTION NUMBER 2016-08-09-01 Date 8/9/16

DELAWARE COUNTY RESOLUTION NUMBER 16-930 Date 9/26/16

Brown Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as **Hogback Road Improvement Project**.

Brown Township will provide funds totaling 14.7% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 12.2%, not to exceed the amount of funds provided by Brown Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes **Brown** Township to be the lead applicant and to sign all necessary documents.

Brown Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up

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

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RESOLUTION NO. 16-931

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND HARLEM TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS TRENTON ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Harlem Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Harlem Township:

COOPERATION AGREEMENT

Harlem Township and Delaware County
Trenton Road Improvements Project

HARLEM TOWNSHIP RESOLUTION NUMBER 16-7-20 T10 Date 7/20/16

DELAWARE COUNTY RESOLUTION NUMBER 16-931 Date 9/26/16

Harlem Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Trenton Road Improvement Project.

Harlem Township will provide funds totaling 14.7% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 13.3%, not to exceed the amount of funds provided by Harlem Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Harlem Township to be the lead applicant and to sign all necessary documents.

Harlem Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

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RESOLUTION NO. 16-932

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND GENOA TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS MEDALLION DRIVE WEST ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Genoa Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Genoa Township:

COOPERATION AGREEMENT

Genoa Township and Delaware County
Medallion Drive West Road Improvements Project

GENOA TOWNSHIP RESOLUTION NUMBER 2016 0804-5 Date 8/4/16

DELAWARE COUNTY RESOLUTION NUMBER 16-932 Date 9/26/16

Genoa Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Medallion Drive West Road Improvement Project.

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Genoa Township will provide funds totaling 16.7% of the cost of the Project. Such funds will come from the Road and Bridge fund.

Delaware County, through the County Engineer will provide matching funds totaling 13.3%, not to exceed the amount of funds provided by Genoa Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Genoa Township to be the lead applicant and to sign all necessary documents.

Genoa Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

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RESOLUTION NO. 16-933

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND KINGSTON TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS BLUE CHURCH ROAD IMPROVEMENTS PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Kingston Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Kingston Township:

COOPERATION AGREEMENT

Kingston Township and Delaware County
Blue Church Road Improvements Project

KINGSTON TOWNSHIP RESOLUTION NUMBER 16-08-02 Date 8/2/2016

DELAWARE COUNTY RESOLUTION NUMBER 16-933 Date 9/26/16

Kingston Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Blue Church Road Improvement Project.

Kingston Township will provide funds totaling 21.7% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 7.1%, not to exceed the amount of funds provided by Kingston Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Kingston Township to be the lead applicant and to sign all necessary documents.

Kingston Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

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RESOLUTION NO. 16-934

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND BERLIN TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS CURVE ROAD IMPROVEMENTS

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PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Berlin Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Berlin Township:

COOPERATION AGREEMENT

Berlin Township and Delaware County
Curve Road Improvements Project

BERLIN TOWNSHIP RESOLUTION NUMBER 16-07-09 Date 7-11-16

DELAWARE COUNTY RESOLUTION NUMBER 16-934 Date 9/26/16

Berlin Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Curve Road Improvement Project.

Berlin Township will provide funds totaling 24% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 8.4%, not to exceed the amount of funds provided by Berlin Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Berlin Township to be the lead applicant and to sign all necessary documents.

Berlin Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

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RESOLUTION NO. 16-935

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND LIBERTY TOWNSHIP TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS DEL-TR730-0.00, BAINBRIDGE MILLS DRIVE REALIGNMENT PROJECT:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with Liberty Township;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreement with Liberty Township:

**COOPERATION AGREEMENT
BETWEEN
LIBERTY TOWNSHIP
AND
DELAWARE COUNTY
FOR THE DEL-TR730-0.00
BAINBRIDGE MILLS DRIVE REALIGNMENT PROJECT**

Liberty Township Resolution # 16-0919-09 Date 9-19-16
Delaware County Resolution # 16-935 Date 9/26/16

This Agreement is made by and between Liberty Township ("Township") and Delaware County ("County"), and the Delaware County Engineer ("Engineer"), the Parties to the agreement, for the purpose of completing improvements to the intersection of Bainbridge Mills Road and Sawmill Parkway consisting of realignment of Bainbridge Mills Drive to "Old" Sawmill Road and other related work, and to submit an application to the Ohio Public Works Commission for the Project known as DEL-TR730-0.00, Bainbridge Mills Drive Realignment.

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WHEREAS, the Township has declared necessity for the Project and authorized Matt Huffman to submit an application for funding assistance from the Ohio Public Works Commission (OPWC); and,

WHEREAS, the County Engineer has estimated the design-build contract cost of the Project to be \$405,000.

WITNESSETH:

In consideration of the mutual benefits accruing from completion of the Project, the Parties hereby agree to the following:

INITIATION BY COUNTY:

The County shall initiate the project under authority of Sections 5555.022 and 5543.22 of the Revised Code and act as the lead agency in the development of the project.

PRELIMINARY ENGINEERING:

The County, acting by and through the County Engineer, shall prepare all necessary design-build contract documents for the Project at 100% county cost.

RIGHT OF WAY AND UTILITIES:

The County shall acquire necessary rights of way, shall order and pay for the relocation of any utilities as required to construct and maintain the Project at 100% county cost. Liberty Township shall assist and facilitate the acquisition of necessary rights of way as requested by the County.

DESIGN-BUILD PHASE:

The County, acting by and through the County Engineer, shall let a design-build contract pursuant to Section 5543.22 of the Revised Code and shall administer and manage the design and construction of the Project.

COST SHARING:

The Township shall apply for Ohio Public Works Commission (OPWC) funding through the State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) in October 2016 for funds totaling 74% (\$299,700) of the design-build cost of the Project, currently estimated at \$299,700. The County authorizes the Township to be the lead agency for the OPWC Application and to sign all necessary funding agreements as contemplated by this Agreement.

The Township shall provide, as local share, 13% (\$52,650) of the design-build cost of the Project. Such funds will come from the Road fund.

The County shall provide, as local share, 13% (\$52,650) of the design-build cost of the Project. Such funds will come from the Road and Bridge General Fund Account (10040421).

The County and Township agree that the local share percentages shown above shall govern, and that dollar amounts are estimates as of the date of this Agreement and do not represent maximum amounts.

The County shall pay all costs as invoices are due. At the completion of the Project, the County shall prepare and submit an invoice to the Township for its percentage of Project costs.

AGREEMENT VOID IF OPWC FUNDS NOT PROVIDED:

The Parties agree that if OPWC funding through the SCIP and/or LTIP is not approved for State Fiscal Year 2018 (July 2017), this agreement shall become null and void.

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

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RESOLUTION NO. 16-936

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN DELAWARE COUNTY AND DELAWARE CITY TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR THE PROJECT KNOWN AS LONDON ROAD RESURFACING:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreement with City of Delaware,

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation

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Agreement with City of Delaware:

COOPERATION AGREEMENT

City of Delaware & Delaware County
London Road Resurfacing

DELAWARE CITY RESOLUTION NUMBER 16-35 Date 7/25/16

DELAWARE COUNTY RESOLUTION NUMBER 16-936 Date 9/26/16

Delaware City and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the London Road Resurfacing Project.

Delaware City will provide funds equal to 21 percent of the total project cost. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide funds equal to 8 percent of the total project cost, not to exceed \$50,000. Such funds will come from the Road and Bridge Projects Fund (10040421).

Delaware County authorizes Delaware City to be the lead applicant and to sign all necessary documents.

Delaware City agrees to pay its 21% of the cost as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program, agrees to pay its 8 percent of the cost, not to exceed \$50,000, towards construction upon receipt of invoice from Delaware City.

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

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RESOLUTION NO. 16-937

IN THE MATTER OF AUTHORIZING COMMISSIONER LEWIS TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, the County Engineer has developed surveys, plans, profiles, cross sections and estimates for said Improvements pursuant to Resolution 12-1107 of the Board for Improvements to Liberty Road and Jewett Road Intersection; and,

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

WHEREAS, the infrastructure improvement herein above described is a qualified project under the OPWC programs;

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

Section 1: Commissioner Lewis is hereby authorized to apply to the OPWC for funds as described above; and,

Section 2: Commissioner Lewis is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance. Any agreements shall be submitted to the Board for consideration.

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

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RESOLUTION NO. 16-938

IN THE MATTER OF APPROVING AN AMENDED LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SOUTH OLD STATE ROAD IMPROVEMENTS:

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

Whereas, the original LPA Agreement for DEL-CR10-0.90, PID 90243 was approved by the Board by Resolution #14-655; and

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Whereas, this agreement has been revised by the Ohio Department of Transportation; and

Whereas, the Ohio Department of Transportation and the County Engineer are requesting approval of the agreement as follows:

**DEL-CR-10-0.90
PID Number 90243
Agreement Number 24053**

CFDA 20.205

**AMENDMENT IN ITS ENTIRETY TO THE
LPA FEDERAL LOCAL-LET PROJECT 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 Engineer's Office* acting by and through the *BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO*, hereinafter referred to as the LPA, (address).

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, 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 The PAVEMENT WIDENING OF S. OLD STATE ROAD W/ PEDESTRIAN & MULTI-USE FACILITIES (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
- a. Section 5501.03(D) of the ORC;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
 - e. 2 CFR Part 200; and
 - f. Federal Funding Accountability and Transparency Act (FFATA)
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$20,567,699.20** as set forth in Attachment 1. ODOT shall provide to the LPA **80** percent of the eligible costs, up to a maximum of **\$17,568,946** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance

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with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be

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prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes-Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

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- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.
8. **CONSTRUCTION CONTRACT ADMINISTRATION**
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation

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to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:
- DELAWARE COUNTY
CHRIS E. BAUSERMAN, P.E., P.S.
50 CHANNING STREET
DELAWARE, OHIO 43015
(740) 833-2400*
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of

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funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. **NONDISCRIMINATION**

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270

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Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contactor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) Letter of reprimand;
- (b) Contract termination; and/or
- (c) Other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) The magnitude and the type of offense;
- (b) The degree of the Consultant's culpability;
- (c) Any steps taken to rectify the situation;
- (d) The Contractor's record of performance on other projects including, but not limited to:
 - (1) Annual DBE participation over DBE goals;
 - (2) Annual DBE participation on projects without goals;
 - (3) Number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) The number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

- (3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin,

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sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the

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default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA: Chris E. Bauserman, P.E., P.S. Delaware County Engineer 50 Channing Street Delaware, Ohio 43015	If to ODOT: Steve Shepherd District Six, ODOT 400 East William Street Delaware, Ohio 43015
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15. GENERAL PROVISIONS

15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹

- 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
- 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
- 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan

¹ **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

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rate⁴

5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 Financial Reporting and Audit Requirements: The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.⁶

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁷ The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws*: LPA agrees that if they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁵ Question and Answer guidance can be found at the following web address:
[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

⁶ See 2 CFR §200.328.

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performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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

22

RESOLUTION NO. 16-939

IN THE MATTER OF DECLARING THE NEED FOR IMPROVEMENTS TO AFRICA ROAD AND AUTHORIZING THE COUNTY ENGINEER TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, Section 5555.02 provides that a Board of Commissioners may make improvements to a public road in the county; and

WHEREAS, the County Engineer recommends that improvements to Africa Road (County Road 21) between Big Walnut Road and Cheshire Road, including resurfacing, construction of paved shoulders and replacement of deficient guardrail and road signs are necessary for the safety, convenience and welfare of the public; and

WHEREAS, the Mid-Ohio Regional Planning Commission makes federal transportation funds available to local agencies for eligible transportation projects; and

WHEREAS, Section 315.15 provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association or corporation to perform engineering services in the state for roadway engineering purpose;

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

Section 1 – Declaration of Need:

The Board has determined that improvements to Africa Road (County Road 21) between Big Walnut Road and Cheshire Road are necessary for the safety, convenience and welfare of the public, and hereby declares that the Project known as DEL-CR21-3.85 shall be initiated for this purpose; and

Section 2 – Administration and Authority to Sign:

The County Engineer is designated at the Project Manager and Administrator and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Project and to cooperate with the necessary agencies to facilitate development of the Project, and

Section 3 – Preliminary Engineering:

The County Engineer is empowered on behalf of the Board to develop a scope of services, invite proposals from qualified engineering firms, to negotiate a fee with the most qualified firm and to deliver to the Board an agreement with said firm for preliminary engineering of the Project.

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

23

RESOLUTION NO. 16-940

IN THE MATTER OF DECLARING THE NEED FOR IMPROVEMENTS TO RED BANK ROAD AND AUTHORIZING THE COUNTY ENGINEER TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, Section 5555.02 provides that a Board of Commissioners may make improvements to a public road in the county; and

WHEREAS, the County Engineer recommends that improvements to Red Bank Road (County Road 31) between Smothers Road and Gorsuch Road including resurfacing, construction of paved shoulders, and replacement of deficient guardrail and road signs are necessary for the safety, convenience and welfare of the public; and

WHEREAS, the Mid-Ohio Regional Planning Commission makes federal transportation funds available to local agencies for eligible transportation projects; and

WHEREAS, Section 315.15 provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association or corporation to perform engineering services in the state for roadway engineering purpose;

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

Section 1 – Declaration of Need:

The Board has determined that improvements to Red Bank Road (County Road 31) between Smothers Road and Gorsuch Road are necessary for the safety, convenience and welfare of the public, and hereby declares that the Project known as DEL-CR31-0.10 shall be initiated for this purpose; and

Section 2 – Administration and Authority to Sign:

The County Engineer is designated at the Project Manager and Administrator and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Project and to cooperate with the necessary agencies to facilitate development of the Project, and

Section 3 – Preliminary Engineering:

The County Engineer is empowered on behalf of the Board to develop a scope of services, invite proposals from qualified engineering firms, to negotiate a fee with the most qualified firm and to deliver to the Board an agreement with said firm for preliminary engineering of the Project.

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

24

RESOLUTION NO. 16-941

IN THE MATTER OF DECLARING THE NEED FOR IMPROVEMENTS TO THE INTERSECTION OF CHESHIRE ROAD, SOUTH GALENA ROAD AND ROME CORNERS ROAD AND AUTHORIZING THE COUNTY ENGINEER TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, Section 5555.02 provides that a Board of Commissioners may make improvements to a public road in the county; and

WHEREAS, the County Engineer recommends that improvements to Cheshire Road (County Road 72) at the intersection of South Galena Road and Rome Corners Road, including construction of a modern roundabout and related work are necessary for the safety, convenience and welfare of the public; and

WHEREAS, the Mid-Ohio Regional Planning Commission makes federal transportation funds available to local agencies for eligible transportation projects; and

WHEREAS, Section 315.15 provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association or corporation to perform engineering services in the state for roadway engineering purpose;

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

Section 1 – Declaration of Need:

The Board has determined that improvements to Cheshire Road (County Road 72) at the intersection of South Galena Road and Rome Corners Road are necessary for the safety, convenience and welfare of the public, and hereby declares that the Project known as DEL-CR72-(CR34) shall be initiated for this purpose; and

Section 2 – Administration and Authority to Sign:

The County Engineer is designated at the Project Manager and Administrator and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Project and to cooperate with the necessary agencies to facilitate development of the Project, and

Section 3 – Preliminary Engineering:

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The County Engineer is empowered on behalf of the Board to develop a scope of services, invite proposals from qualified engineering firms, to negotiate a fee with the most qualified firm and to deliver to the Board an agreement with said firm for preliminary engineering of the Project.

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

25

RESOLUTION NO. 16-942

IN THE MATTER OF DECLARING THE NEED FOR IMPROVEMENTS TO THE INTERSECTION OF HOME ROAD AND STATE ROUTE 745 AND AUTHORIZING THE COUNTY ENGINEER TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, Section 5555.02 provides that a Board of Commissioners may make improvements to a public road in the county; and

WHEREAS, the County Engineer recommends that improvements to the intersection of Home Road (County Road 124) at the intersection of State Route 745 (Dublin Road) including construction of a traffic signal with turn lanes or a modern roundabout are necessary for the safety, convenience and welfare of the public; and

WHEREAS, the Mid-Ohio Regional Planning Commission makes federal transportation funds available to local agencies for eligible transportation projects; and

WHEREAS, Section 315.15 provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association or corporation to perform engineering services in the state for roadway engineering purpose;

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

Section 1 – Declaration of Need:

The Board has determined that improvements to Home Road (County Road 21) at the intersection of State Route 745 (Dublin Road) are necessary for the safety, convenience and welfare of the public, and hereby declares that the Project known as DEL-CR124-1.45 shall be initiated for this purpose; and

Section 2 – Administration and Authority to Sign:

The County Engineer is designated at the Project Manager and Administrator and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Project and to cooperate with the necessary agencies to facilitate development of the Project, and

Section 3 – Preliminary Engineering:

The County Engineer is empowered on behalf of the Board to develop a scope of services, invite proposals from qualified engineering firms, to negotiate a fee with the most qualified firm and to deliver to the Board an agreement with said firm for preliminary engineering of the Project.

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

26

RESOLUTION NO. 16-943

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY FOR THE LEWIS CENTER AND BALE KENYON INTERSECTION PROJECT AND APPROVING A SUPPLEMENTAL APPROPRIATION:

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

New Organizational Key

29440440 Lewis Center & Bale Kenyon PID 96812

Supplemental Appropriation

29440440-5420 Lewis Center & Bale Kenyon PID 96812/Road Constructions \$100,000

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

27

RESOLUTION NO. 16-944

IN THE MATTER OF AWARDDING A BID AND APPROVING A CONTRACT WITH GEORGE J. IGEL & CO., INC. FOR DEL-CR 106-4.25, LEWIS CENTER ROAD AND BALE KENYON ROAD

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INTERSECTION IMPROVEMENTS:

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

DEL-CR 106-4.25, LEWIS CENTER ROAD AND BALE KENYON ROAD INTERSECTION IMPROVEMENTS- BID OPENING OF SEPTEMBER 13, 2016

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to George J. Igel & Co., Inc., the low bidder for the project known as DEL-CR 106-4.25, Lewis Center Road and Bale Kenyon Road Intersection. A copy of the bid tabulation is available for your information; and

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

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and George J. Igel & Co., Inc for the project known as DEL-CR 106-4.25, Lewis Center Road and Bale Kenyon Road Intersection as follows.

CONTRACT

THIS AGREEMENT is made this 26th day of September, 2016 by and between **George J. Igel & Co., Inc., 2040 Alum Creek Drive, Columbus, Ohio 43207** hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**DEL-CR 106-4.25, Lewis Center Road and Bale Kenyon Road Intersection Improvements**", 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 **Two Million Two Hundred Sixty-Six Thousand Four Hundred Sixty-Two Dollars and Sixty-Eight Cents (\$2,266,462.68)**, 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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

28

RESOLUTION NO. 16-945**IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR BIG WALNUT ROAD**

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WIDENING AT THE GLADE AT HIGHLAND LAKES:

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

Whereas, The Engineer recommends approving the Owner's Agreement for Big Walnut Road Widening at The Glade at Highland Lakes

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for Big Walnut Road Widening at The Glade at Highland Lakes:

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 26th day of September 2016 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **THE GLADE AT HIGHLAND LAKES, LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **Big Walnut Road Widening at The Glade at Highland Lakes** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **FOUR HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED DOLLARS (\$453,200)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**". Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **THIRTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$36,300)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than August 1, 2017** and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER'S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

29

RESOLUTION NO. 16-946**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR COURTYARDS AT BRADFORD COURT:**

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

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
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WHEREAS, on September 26, 2016, a Ditch Maintenance Petition for Courtyards at Bradford Court 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 Courtyards at Bradford Court located off of Bradford Court in Liberty Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$312,538.86. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 62 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$5,040.95 per unit. An annual maintenance fee equal to 2% of this basis (\$100.82) will be collected for each developed condominium unit. 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 for all of the lots in the amount of \$6,250.78 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

30

RESOLUTION NO. 16-947

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR BROOKVIEW MANOR SECTION 2:

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

Whereas, Pulte Homes, Inc. has submitted the Plat of Subdivision ("Plat") for Brookview Manor Section 2, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 28, 2016; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 29, 2016; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 1, 2016; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 3, 2016; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 30, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Brookview Manor Section 2.

Brookview Manor Section 2:

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Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lots 7 and 10, Section 1, Township 4, Range 18, United States Military Lands, Being 31.338 Acres of Land all out of that 87.845 Acre Tract Conveyed to Pulte Homes of Ohio, LLC, a Michigan Limited Liability Company by Deed of Record in Official Record 1310, Page 22762279, Being of Record in the Recorder’s Office, Delaware County, Ohio. Cost: \$99.

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

**31
RESOLUTION NO. 16-948**

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SLATE RIDGE COMMERCIAL SOUTH:

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

Whereas, Kerbler Farms, LLC and JAK Investments II, LLC. has submitted the Plat of Subdivision (“Plat”) for Slate Ridge Commercial South, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 17, 2015; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on November 11, 2015; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 20, 2015; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on May 2, 2016; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on May 31, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Slate Ridge Commercial South.

Slate Ridge Commercial South:

Situated in the Township of Orange, County of Delaware, State of Ohio, and Being a Part of Farm Lot 6, Quarter Township 2, Township 3, Range 18, U.S. Military Survey Lands, and Being a Part of Those Lands as Conveyed to Kerbler Farms LLC as Described in Official Record 1217, Page 452 and Being a Part of Those Lands as Conveyed to JAK Investments II, LLC and a Part of Those Lands as Conved to Board of Township Trustees of Orange Township as Described in Official Record 1204, Page 1027, County Recorder’s Office, Delaware, Ohio. Cost: \$6.00.

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

**32
RESOLUTION NO. 16-949**

IN THE MATTER OF ESTABLISHING A MAINTENANCE BONDS FOR SLATE RIDGE COMMERCIAL SOUTH:

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

WHEREAS, the roadway construction has been completed for the project known as slate Ridge Commercial South (“Project”); and

WHEREAS, as the result of The Engineer’s recent field review of the Project, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, The Engineer recommends that in accordance with the Owner’s Agreement, the Maintenance Bond be set at \$76,200 (10% of the original construction estimate) and the project be placed on the required one year maintenance period; and

WHEREAS, Kerbler Farms, LLC (“Owner”) has provided a Maintenance Bond in the amount of \$76,200 as surety to cover the one year maintenance period.

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Now Therefore Be It Resolved, that the Delaware County Board of Commissioners (Board) accepts the Maintenance Bond in the amount of \$76,200 for the Project and places the Project on the required one year maintenance period.

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

33
RESOLUTION NO. 16-950

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
U16-158	WOW	Stratford Road	Attached to existing pole
U16-159	Consolidated Gas	Carters Corner	Install gas main
U16-160	XO Communications	Orange Road	Relocate fiber
U16-161	Aspire Energy	Green Cook Road	Road Bore & pipe install
U16-162	AT&T	Worthington Road	Road bore
U16-163	Columbia Gas	Concord Road	Tie-in to existing gas line
U16-164	Charter Communications	E. Orange Road	Relocate facilities
U16-165	Del-Co Water	Big Walnut Road	Road Bore & waterline install
U16-166	WOW	Big Walnut Road	Directional Bore

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

34
RESOLUTION NO. 16-951

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS WINDING CREEK DRAINAGE IMPROVEMENT PROJECT:

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

Whereas, the County Engineer recommends approval of the Plans, Estimate, Bid Specifications and Bid Opening Date and Time for the Winding Creek Drainage Improvement Project;

Whereas, Resolution Number 14-151 declared the necessity for and initiated the improvement known as Winding Creek Drainage Improvement Project, and;

Whereas, the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$89,850.38.

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

Section 1: The plan, specifications and estimate for the project known as Winding Creek Drainage Improvement Project are hereby approved, and;

Section2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

Public Notice
Advertisement for Bids

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Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, October 18, 2016, at which time they will be publicly received and read aloud, for the project known as:

**Drainage Improvement Project
Winding Creek**

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 Part 1- November 15, 2016/ Part 2 May 1, 2017. The estimated commencement of work date is October 26, 2016 .

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: September 30 & October 7, 2016

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

35

RESOLUTION NO. 16-952

IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR THE GLADE AT HIGHLAND LAKES SECTION 1:

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

Whereas, The Engineer recommends approving the Owner's Agreement for the Glade at Highland Lakes Section 1.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement for the Glade at Highland Lakes Section 1.

OWNER'S AGREEMENT
PROJECT NUMBER: 15051

THIS AGREEMENT, executed on this 26th day of September, 2016 between **THE GLADE AT HIGHLAND LAKES, LLC**, hereinafter called 'OWNER' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **THE GLADE AT HIGHLAND LAKES SECTION 1**, further identified as Project Number 15051, is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and

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proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTY-THREE THOUSAND DOLLARS (\$53,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$884,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 88,400
INSPECTION FEE DEPOSIT	\$ 53,000

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

36

RESOLUTION NO. 16-953

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE COUNTY ENGINEER:

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

WHEREAS, the Board intends to submit an application for funding assistance to the Ohio Public Works Commission for improvements to Liberty Road and Jewett Road in 2017; and,

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WHEREAS, the funding application requires that the County Auditor to certify that funds are currently available and unencumbered to pay for the estimated \$605,000 local share of the project cost; and,

WHEREAS, the County Engineer has requested the following supplemental appropriation to make funds available for encumbrance to allow the County Auditor to approve the financial certification:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio that the following is approved:

Supplemental Appropriation

29214001-5420	Motor & Gas Fund/Road Constructions	\$605,000.00
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Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye
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37

RESOLUTION NO. 16-954

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR ADULT COURT SERVICES:

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

Transfer of Appropriation

From	To	
25622303-5201	25622303-5301	15,000.00
Intensive Supervision/General Supplies	Intensive Supervision/Contracted Prof. Services	

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye
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38

RESOLUTION NO. 16-955

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
22411601/5001	Income Maintenance/Compensation	\$ (27,000.00)
22411601/5101	Income Maintenance/Health Insurance	\$ (25,000.00)
22411603/5001	Workforce/Compensation	\$ 22,000.00
22411603/5101	Workforce/Health Insurance	\$ 70,000.00
22411604/5101	Child Protection/Health Insurance	\$ (25,000.00)
22411605/5001	Administration/Compensation	\$ (35,000.00)
22411605/5101	Administration/Health Insurance	\$ 20,000.00
22411603/5301	Workforce/Contracted Professional Services	\$ (60,000.00)
22411605/5380	Administration/Other Services	\$ 45,000.00
22411605/5361	Administration/Attorney Services	\$ 15,000.00

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye
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39

RESOLUTION NO. 16-956

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND THE BOARD OF ORANGE TOWNSHIP TRUSTEES FOR THE LEASE OF THE BUILDING LOCATED AT 6226 THIRD STREET, LEWIS CENTER OHIO FOR EMERGENCY MEDICAL SERVICES:

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

Whereas, the Director of Emergency Medical Services recommends approval of the lease agreement;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Lease Agreement Between The Board Of Delaware County Commissioners And The Board Of Orange Township Trustees For The Lease Of The Building Located At 6226 Third Street, Lewis Center Ohio For Emergency Medical Services:

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LEASE AGREEMENT

WHEREAS, the Board of Township Trustees of Orange Township, Delaware County, Ohio, (hereinafter referred to as "Township") desires to permit use of a portion of its facilities located in Orange Township at 6226 Third Street, Lewis Center, Ohio 43035 by the Delaware County Emergency Services; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (hereinafter referred to as "County") desires to make use of a portion of Township's facilities for the provision of Emergency Medical Services to Southern Delaware County, including Orange Township;

NOW THEREFORE, this Agreement is made and entered into by and between the Township and the County;

Witnesseth:

1. County hereby leases from Township, and Township hereby leases to County the entire building located at 6226 Third Street, Lewis Center, Ohio 43035 and lots 12 and 18 as shown on the plat of Lewis Center (hereinafter collectively referred to as the "Facilities") for use as a base of operations for the provision of Emergency Medical Services (hereinafter "EMS"), and no other purpose(s), for a period of one (1) year beginning October 20, 2016 and ending October 19, 2017.

2. Township and County specifically agree that lot 17 of the plat of Lewis Center, also owned by Township, is not included within the Facilities, and shall remain subject to use and control of Township as determined by Township in its' sole discretion.

3. County shall pay Township, at the Township Fiscal Office, 1680 E. Orange Road, Lewis Center, Ohio 43035, or at such other place as the Township shall designate from time to time in writing, as rental for such use of the premises, the annual sum of Eight Thousand Six Hundred Forty Dollars (\$8,640.00), in equal monthly installments of Seven Hundred Twenty Dollars (\$720.00), each payable in advance on the first of each month, beginning on October 1, 2016.

4. In addition to the previously provided monetary rental, County agrees to provide, as a portion of its consideration herein, an EMS level of service from such facility to Southern Delaware County, including Orange Township. Such level of service shall be defined to include the placement of squad vehicles, staffed by a minimum of two (2) state certified EMT-P trained and one (1) state certified EMT-I trained personnel. (The terms EMT-P and EMT-I shall have the same meaning as provided by state law and shall further include any changes incorporated into such term(s) by amendments to state law, including substitution of equivalent designation(s) if use of such current term(s) is discontinued.) Such service shall be provided on a twenty-four (24) hour basis, seven (7) days per week during the entirety of the term of this Agreement.

5. County shall have the full right to control the Facilities and to construct and make repairs and/or install additions, fixtures and improvements to the Facilities, at County's sole cost and expense, upon the prior written consent of Township. Township shall have no obligation or liability to make any repair or improvement, nor for any costs or expenses in connection with the construction of repairs, additions, fixtures or improvements to the Facilities. All contractors of County performing such work shall be properly licensed and all necessary permits shall be obtained prior to any work being done. All work shall be performed in accordance with all applicable laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of those governments.

Any such repairs, additions, fixtures or improvements except movable furniture and like furnishings shall, without compensation to County, be the property of Township and remain upon the Facilities as a part thereof, and be surrendered with the premises upon the termination of this Lease, or upon failure of County to pay or perform the rents and covenants of this lease agreement to be paid or performed by County. County shall permit Township and its agents to enter into and upon the Facilities at all reasonable times for the purpose of inspecting the same.

6. County shall be responsible for, and shall pay for, all necessary maintenance, interior and exterior, of the Facilities, for the payment of all utility charges for utility services provided to the Facilities and for the payment, prior to delinquency, of all real estate taxes and installments of special assessments coming due during the lease term on the Facilities.

7. County shall promptly comply with all laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of these governments throughout the term of this lease agreement, and without cost to Township. County shall promptly comply with these legal requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

8. Township shall maintain fire and extended coverage insurance upon the building located within the Facilities.

9. County shall not assign this lease, nor sublet the Facilities or any portion thereof, nor use the same, or any part thereof, nor permit the same or any part thereof to be used for any other purpose than as above stipulated, without the written consent of the Township.

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10. All personal property and/or fixtures placed or moved in or upon the Facilities above described shall be at the risk of the County or owner thereof, and Township shall not be liable for any damage to said personal property and/or fixtures. Neither shall Township be liable to County for any damages resulting from the inability of County to make use of the Facilities by reason of bursting or leaking water pipes, fire, natural disaster, or any other cause.

11. County shall maintain, for the full term of this Agreement, self-insurance and/or general liability insurance policies with a combined minimum limit of One Million Dollars (\$1,000,000.00). Any such general liability insurance policies shall be issued by companies authorized to issue such policies within the State of Ohio and shall provide that the insurer will give Township written notice at least thirty (30) days prior to the effective date of cancellation. Township shall be named as an additional insured in such self-insurance program and/or general liability insurance policies and County shall provide proof of the same to the Township upon demand.

12. If any term, covenant or condition of this lease agreement shall be invalid or unenforceable to any extent, the remainder of the terms, covenants and conditions of this lease agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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

40

RESOLUTION NO. 16-957

IN THE MATTER OF APPROVING THE SANITARY SEWER OWNER’S AGREEMENT FOR THE OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Owner’s Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Owner’s Agreement for the Olentangy Local School District Fourth High School:

OWNER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 26th day of September 2016, by and between **OLENTANGY LOCAL SCHOOL DISTRICT**, hereinafter called “Owner”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL** Subdivision Plat or Sewer Easement(s) Recorded 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:

The Owner 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 **OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL**, dated **7/19/2016**, and approved by the County on **8/18/2016**, all of which are a part of this Agreement. The Owner shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **42.52** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat or Sewer Easement(s) is recorded. If the final Subdivision Plat or Sewer Easement(s) is not recorded prior to expiration of the reservation deadline as set forth herein, the Owner agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FEES

It is further agreed that upon execution of this Agreement, the Owner 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 **OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL (\$5287.00)**. The Owner shall also deposit with the Delaware County Sanitary Engineer the sum of **\$12084.56** estimated to be necessary to pay the cost of inspection for the **OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL** 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 Owner 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:

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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 Owner 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 Owner 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 Owner shall pay the cost of any third party inspection services for the **OLENTANGY LOCAL SCHOOL DISTRICT FOURTH HIGH SCHOOL** as required by the County.

SECTION IV: 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 Owner 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 Owner, 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 Owner, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Owner 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 Owner when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Owner must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Owner 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 Owner 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 Owner 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 Owner shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Owner shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Owner and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION V: EASEMENTS

The Owner 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 Owner. 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 VI: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

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

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- (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 Owner 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 Owner become unable to carry out the provisions of this Agreement, the Owner's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Owner, 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 VII: SIGNATURES

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

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

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RESOLUTION NO. 16-959

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR SHERIFF OFFICE:

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

Transfer of Appropriation

From	To	
10031337-5317	10031337-5201	1,800.00
Sheriff Local Funds/Public Relations	Sheriff Local Funds/General Supplies	

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

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RESOLUTION NO. 16-960

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR SHERIFF OFFICE:

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

Supplemental Appropriations

29031318-5001	Concealed Handgun/Compensation	8,500.00
29031318-5101	Concealed Handgun/Health Insurance	3,000.00
29031318-5102	Concealed Handgun/Workers Comp	100.00
29031318-5120	Concealed Handgun/County Share OPERS	750.00
29031318-5131	Concealed Handgun/County Share Medicare	150.00
29031318-5260	Concealed Handgun/Inventoried Equipment	5,500.00

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

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RESOLUTION NO. 16-961

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriations	Amount
10011139-5301 Public Info Community Relation/Contracted Prof Services	\$45,150.00

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye
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**DEL ROBESON, CHAIRPERSON
 STEVE HEDGE, EXECUTIVE DIRECTOR
 DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD
 PRESENTATION ON LEVY**

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ADMINISTRATOR REPORTS

Dawn Huston, Assistant County Administrator/Director of Administrative Services
 -No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
 -Attended the Little Brown Jug race. There was a little controversy with the winner.
 -Attended the Veteran's dinner Friday evening at the fair. There were around 500-600 veterans and their families in attendance.
 -There were two different groups of people in town last week from Australia. Member of Parliament from the State of Victoria were in town to see how local government works. The other couple were also from the Victoria area. They fulfilled a life-long dream of attending the Little Brown Jug.

Commissioner Merrell
 -The new tax bed tax that benefits the fairground will help with upgrades to the fairgrounds. Looking forward to receiving a list of projects in the next couple of weeks.
 -Attended the Shawnee Hills picnic yesterday.

Commissioner Lewis
 -No reports

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RESOLUTION NO. 16-962

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

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn into Executive Session at 10:52 AM.

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye
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RESOLUTION NO. 16-963

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session at 12:02 PM.

Vote on Motion	Mr. Merrell	Absent	Mr. Benton	Aye	Mrs. Lewis	Aye
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There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners