

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

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

Present:
Dennis Stapleton, President
Ken O’Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-994

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 19, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on September 19, 2011; and

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

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

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-995

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0923, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0923:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0923, memo transfers in batch numbers MTAPR0923 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO’ Increase					
Delaware Cab		Job and Family Services Client Training	22411601-5355	\$ 6,000.00	
PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1106050	NEXGENACCESS INC	FROM NETWORK	66211903 - 5328	\$3,000.00	0001
R1106050	NEXGENACCESS INC	FROM NETWORK	66211904 - 5328	\$3,000.00	0002
R1106058	POSTMASTER	POSTAGE DEPOSIT FOR NOVEMBER 2011 SEWER BILLING	66211901 - 5331	\$8,200.00	0001
R1106094	ITT WATER AND WASTEWATER	TO TRANSFER EXCESS FLOW FROM AERATION BACK TO HEAD	66611906 - 5450	\$7,436.00	0001

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-996

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF AUGUST 2011:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to accept the Treasurer’s Report for the month of August 2011.

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

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

RESOLUTION NO. 11 -997

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

The Engineer’s Office is requesting that William Stillions attend a Professional Land Surveyor of Ohio Seminar in Canton, Ohio October 12-14, 2011, at the cost of \$710.00 (Fund Number 29214001).

Environmental Services is requesting that Brian Keener attend Lab Analysis and Quality Control Workshops in Columbus, Ohio on November 29 and 30, 2011 at a total cost of \$430.00 from org keys 66211908 (\$75), 66211909 (\$75), and 66211911 (\$280).

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-998

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM NOODLE SHOP AND PATIO CO. COLORADO INC. DBA NOODLE SHOP AND PATIO CO. COLORADO INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Noodle Shop and Patio Co. Colorado Inc has requested a new D1 permit located at 9733 Sawmill Parkway Space Suite A Liberty Township Powell, Ohio 43065; and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-999

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM LILMANS LLC. DBA LILMANS AND PATIO AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berlin Township Trustees that Lilmans LLC DBA Lilmans and Patio has requested a new D5 permit located at 5277 Columbus Pike Berlin Township Lewis Center, Ohio 43035; and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. O'Brien Abstain Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1000

IN THE MATTER OF APPROVING THE PLAT OF RIGHT-OF-WAY FOR DEL-36 AT I-71:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Whereas, a highway/right-of-way easement and flanking general easements were dedicated adjacent to Wilson Road as part of Northstar Section 1, Phase A plat; and

Whereas, at the time of this highway/right-of-way and general easement dedication, it was known that a future access road connecting Wilson Road to the CFJ Properties parcel (Parcel No. 41722001015000) would be needed at a location yet to be determined; and

Whereas, the Ohio Department of Transportation has now determined the safest and most efficient location for the

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

access road connecting Wilson Road to the CFJ Properties parcel; and

Whereas, Northstar Commercial Development Company, LLC has agreed to vacate the original highway/right-of-way and general easements dedicated as part of Northstar Section 1, Phase A plat, and relocate said easements to the location agreed to by the Ohio Department of Transportation and the Delaware County Engineer’s Office; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Right-of-Way for DEL-36 AT I-71 to vacate the original highway/right-of-way and flanking general easements recorded as part of Northstar Section 1, Phase A plat, Official Record 817, Pages 2747-2755, and dedicate new right-of-way and drainage/utility easements as provided on the Plat of Right-of-Way for DEL-36 AT I-71.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-1001

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR THE ESTATES OF RIVER RUN:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

WHEREAS, on September 12, 2011, a Ditch Maintenance Petition for The Estates of River Run 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 Estates of River Run located west of State Route 315, south of State Route 750 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 \$128,347.79 for the benefit of the lots being created in this subdivision. Ten lots are being created and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$12,834.78 per lot. An annual maintenance fee equal to 2% of this basis (\$256.70) will be collected for each lot. It is understood 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 \$2,567 has been paid to Delaware County.

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1002

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR ESTATES AT SHERMAN LAKES:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following agreements:

Owner's agreement for Estates at Sherman Lakes

PROJECT AGREEMENT

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011**

PROJECT NUMBER: 11013

THIS AGREEMENT, executed on this 26th day of September 2011 between **T&R PROPERTIES**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **ESTATES AT SHERMAN LAKES**, further identified as Project Number 11013 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 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 **SIXTY THOUSAND DOLLARS (\$60,000)** 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**.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

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

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

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$1,468,535
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 146,853
INSPECTION FEE DEPOSIT	\$ 60,000

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1003

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR ALUM CROSSING SECTION 2, PHASE A:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to release bond and accept roads within the following:

Alum Crossing Section 2, Phase A

Please be advised that The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and find them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system and that the Orange Township Trustees be notified of your action.

The roadways to be accepted are as follows:

- An addition of 0.05 mile to Township Road Number 1519, Alum Crossing Drive
- An addition of 0.12 mile to Township Road Number 1521, Orangelake Drive

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

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

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1004

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR ALUM CROSSING SECTION 2, PHASE A:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to establish stop conditions for the following:

Stop Conditions – Alum Crossing Section 2, Phase A

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

- On Township Road Number 1519, Alum Crossing Drive, at its intersection with Township Road Number 1521, Orangelake Drive

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-1005

IN THE MATTER OF NULLIFYING OWNER’S AGREEMENT FOR MANSARD ESTATES SECTION 1, BASIN A-2 AND RETURNING LETTER OF CREDIT POSTED AS CONSTRUCTION SURETY TO M/I HOMES OF CENTRAL, OHIO, LLC:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

WHEREAS, in 2010, M/I Homes of Central Ohio, LLC desired to construct Basin A-2 in the Subdivision known as Mansard Estates Section 1 solely to provide a more aesthetic appearance of a drainage structure in the referenced Subdivision, which was not required by Delaware County Standards or requested by the Delaware

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

County Engineer; and

WHEREAS, a plan was provided to the Delaware County Engineer and subsequently approved to allow the construction of said Basin A-2; and

WHEREAS, on August 30, 2010, the Board of County Commissioners of Delaware County, Ohio entered into an agreement with M/I Homes of Central Ohio, LLC and accepted Letter of Credit Number OSB.007410 in the amount of \$10,000 for the construction of said Basin A-2; and

WHEREAS, M/I Homes of Central Ohio, LLC has now determined that they no longer wish to construct said Basin A-2 and therefore requests that the Owner’s Agreement dated August 30, 2010 be nullified and that the Board of County Commissioners approve release of Letter of Credit OSB 007410 in the amount of \$10,000 to M/I Homes of Central Ohio, LLC;

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

Section 1. The Owner’s Agreement dated August 30, 2010 between the Board and M/I Homes of Central Ohio, LLC, is hereby nullified.

Section 2. Letter of Credit Number OSB 007410 in the amount of \$10,000 shall be returned to M/I Homes of Central Ohio, LLC and released for termination.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1006

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

It was moved by Mr. Thompson, seconded by Mr. O’Brien 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
U11-040	Insight	Peachblow Road	Direction Bore 2” Duct
U11-043	Centurylink aka United Telephone	S. Galena Road	Relocate Buried Cable
U-11045	Del-Co Water	Houseman Road	Install Waterline
U-11046	Centurylink aka United Telephone	Miller Paul Road	Replace Buried Cable

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Nay

RESOLUTION NO. 11-1007

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN ROBERT E. BLUE AND WANDA L. BLUE AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Robert E. Blue and Wanda L. Blue for the Sawmill Parkway Extension;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract of sale and purchase with Robert E. Blue and Wanda L. Blue for the Sawmill Parkway Extension.

CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 26TH day of September, 2011, Robert E. Blue and Wanda L. Blue, whose address is 2831 Stonehouse Road, DeSoto, Missouri 63020, hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011**

77 WL, WD, WD-1, T Sawmill Parkway Extension

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of One Hundred Eighty Thousand Five Hundred Dollars (\$180,500.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.
- (F) County to pay all of CAUV taxes due.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

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

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011**

or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

RESOLUTION NO.11-1008

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

New Org Key	
26782612	DRUG TESTING
Supplemental Appropriation	
26626205-5101	Family Drug Court/Health Insurance \$ 5,000.00
26626205-5301	Family Drug Court/Prof Services \$ 25,000.00
26726323-5001	Juv Care & Custody/Compensation \$ 46,650.00
26726323-5120	Juv Care & Custody/PERS \$ 5,575.00
26726323-5101	Juv Care & Custody/Health Insurance \$ 3,600.00
26726323-5102	Juv Care & Custody/Workers Comp \$ 350.00
26726323-5131	Juv Care & Custody/Medicare \$ 550.00
27426313-5250	Crime Victims Grant/Supplies \$ 1,125.00
27426314-5250	Crime Victims CASA/Supplies \$ 1,125.00

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

Cheryl Staron,
Fair Housing Coordinator For The Ohio Regional Development Council,
Summary Presentation On The Analysis Of Impediments To Fair Housing

DIED FOR LACK OF A SECONDED:
Motion By Mr. Thompson To Authorize The Submittal Of The Analysis Of Impediments To Fair Housing For Delaware County To The Ohio Department Of Development, Office Of Housing And Community Partnerships.

RESOLUTION NO. 11-1009

IN THE MATTER OF APPROVING CHANGE ORDER #2 FOR THE MCNAMARA PARK, HILMAR PARK, FREEMAN PARK, AND CENTER GREEN PARK FOR ADA IMPROVEMENTS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of County Commissioners approved an agreement with 2K General Construction to do ADA Improvements to McNamara, Hilmar, Freeman, and Center Green Parks in Resolution No. 11-189, dated February 24, 2011; and

WHEREAS, the Commissioners approved Change Order #1in Resolution No.11-814 dated August 1, 2011, to extend the completion date from July 31, 2011, to September 5, 2011; and

WHEREAS, due to delays in engineering approval and additional work, Genoa Township submitted Change Order #2, requesting a no cost extension from September 5, 2011, to November 28, 2011; and

WHEREAS, the Director of the Economic Development Department recommends approval of this Resolution;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves Change Order #2 to extend the completion date for the ADA Improvements for McNamara, Hilmar, Freeman, and Center Green Parks in Genoa Township to November 28, 2011.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Abstain Mr. Thompson Aye

RESOLUTION NO. 11-1010

IN THE MATTER OF APPROVING CHANGE ORDER #3 FOR THE MCNAMARA PARK, HILMAR PARK, FREEMAN PARK, AND CENTER GREEN PARK FOR ADA IMPROVEMENTS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of County Commissioners approved using Revolving Loan fund (RLF) in Resolution No. 10-1305, dated October 4, 2010, in the amount of \$125,300, for ADA Improvements to McNamara, Hilmar, Freeman, and Center Green Parks; and

WHEREAS, the Board solicited competitive bids for the project, and 2K General was awarded the contract in the amount of \$108,676 in Resolution No. 11-189, dated February 24, 2011; and

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011**

WHEREAS, Genoa Township submitted Change Order #3 to add a landing pad next to the ADA parking spaces to make them van accessible and an asphalt sidewalk connecting the ADA fishing dock to ADA parking in the amount of \$16,000; and

WHEREAS, the asphalt sidewalk costs \$8,250 and the concrete pad and ADA painting cost \$7,750, for a total of \$16,000; and

WHEREAS, the sidewalk and landing pad would promote safety to the handicapped and elderly; and

WHEREAS, Genoa Township originally scheduled employees to complete the asphalt sidewalk construction with township funds. However, other township work has directed these employees to other sites; and

WHEREAS, the 2K General contract is increased from \$108,676 to \$124,676 (\$108,676 + \$16,000); and

WHEREAS, the Director of the Economic Development Department recommends approval of Change Order #3;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve Change Order #3 for the ADA accessible landing pad and the asphalt sidewalk work connecting the ADA parking lot to the ADA fishing dock at Hilmar Park in the amount of \$16,000 and increasing the 2K General contract to \$124,676..

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Nay

RESOLUTION NO. 11-1011

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:35AM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1012

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:30AM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RECESS TILL 12:45PM
RECONVENE 12:45PM

RESOLUTION NO. 11-1013

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY ALEXANDER CONCRETE FOR VILLAGE OF OSTRANDER FORMULA 2010 SIDEWALK IMPROVEMENTS PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, bids were received on August 30, 2011, from Alexander Concrete, Newcomer Concrete Services, 2K General, and JE Ragland Construction for Ostrander Sidewalk Improvements; and

WHEREAS, ADR, the engineer firm for Ostrander, reviewed the bids, and the bid submitted by Alexander Concrete, in the amount of \$60,557.53, has been determined to be the lowest and best bid; and

WHEREAS, the Board of Commissioners accept the incorrectly labeled item 644 from the bid sheet per the Attachment 1 letter dated September 6, 2011, from Alexander Concrete, and

WHEREAS, the Director of the Economic Development Department recommends approval of this Resolution;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

Section 1. The Delaware County Board of Commissioners awards the bid to, and approves the contract with, Alexander Concrete, in the amount of \$60,557.53 for Sidewalk Improvements in the Village of Ostrander.

Section 2. This Resolution shall take effect and be in force immediately after its passage.

CONTRACT

THIS AGREEMENT made this 26th day of September, 2011, by and between, Alexander Concrete, a corporation organized and existing under the laws of the State of Ohio (hereinafter called the “Contractor”) and the Delaware County Commissioners (hereinafter called the “Owner”).

WITNESSETH, that the Contractor and the Owner for the consideration 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 sidewalk improvements on Second Street and Hill Street

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: walk removal, concrete sidewalk installed, clearing and grubbing, curb ramps, mobilization, and maintaining traffic.

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 of up to Sixty Thousand Five Hundred Fifty-Seven Dollars and Fifty-Three Cents (\$ 60,557.53), 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 for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Agreement as if hereto attached or herein repeated, forms the entire Agreement between the parties hereto. In the event that any provision in any component part of this Agreement 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.

Article 4. Miscellaneous Terms & Conditions

- 4.1 Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Contractor also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.4 If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with to the fullest extent permissible under the law.

- 4.5 Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 4.6 Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

Attachment 1


Alexander Concrete
1671 St. Rt. 533
Bellefontaine, OH 43311

September 2, 2011

Dear, Delaware County Commissioners

The bid form for the 2011 sidewalk project for the village of Ostrander, item number 644 was filled out incorrectly. In the unit cost was place the total cost. The unit cost for item number 644 "crosswalk line" will be \$ 7.95 per liner foot. Thank you for you understanding.

Sincerely,


Gary Alexander
Owner
Alexander Concrete

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1014

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Supplemental Appropriations

66211903-5328	SRF OECC/Maintenance -Repair	\$	20,000.00
66211903-5260	SRF OECC Inventoried Tools	\$	10,000.00

Transfer of Appropriation

From	To		
66211908-5201	66211908-5328		
SRF Bent Tree/Supplies	SRF Bent Tree/Maintenance & Repair	\$	2,000.00

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-1015

IN THE MATTER OF AUTHORIZING AN INCREASE TO A PROCUREMENT CARD:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, pursuant to the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the increase to the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Board of Commissioner
Office/Department:	Regional Sewer District
Control Group	A131
Daily spending per card:	\$5,000.00
Monthly spending per card:	\$10,000.00
Single transaction limit:	\$5,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

Name on Card: Mark Chandler

FURTHER BE IT RESOLVED, that Janet Fawcett is named the Procurement Card Coordinator for the Department.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1016

IN THE MATTER OF DECLARING THE PURPOSE AND NECESSITY FOR THE ORANGE ROAD PUMP STATION ABANDONMENT PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board") owns and operates the Delaware County Regional Sewer District, pursuant to Chapter 6117 of the Revised Code; and

WHEREAS, in general, pump stations are costly to operate and maintain; and

WHEREAS, the existing Orange Road Pump Station is approaching the end of its useful life without major repairs; and

WHEREAS, the Board has the opportunity to eliminate this pump station by means of constructing a gravity sewer (the "Improvement"); and

WHEREAS, the Director of Environmental Services has determined it is in the County's best interest to eliminate this pump station and the associated operating costs;

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

Section 1. The Board hereby approves the abandonment of the Orange Road Pump Station and the construction of a gravity sewer to replace the Orange Road Pump Station.

Section 2. The Board hereby finds and determines that the Improvement is necessary for the preservation and promotion of the public health and welfare.

Section 3. The Board hereby determines that special assessments will not be levied and collected to pay any part of the cost of the Improvement.

Section 4. This Resolution shall be effective immediately upon adoption.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1017

IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH THE COLUMBUS JEWISH FOUNDATION FOR THE ORANGE ROAD PUMP STATION ABANDONMENT PROJECT:

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, the Delaware County Regional Sewer District is working on the Orange Road Pump Station Abandonment Project, and

Whereas, a temporary easement from the Columbus Jewish Foundation at parcel number 31831203001002 in Orange Township, Ohio are needed for the proposed improvements, and

Whereas, the required easements are detailed in Exhibit 1, and

Whereas, County Sewer District Staff negotiated a value of Two Thousand Four Hundred dollars (\$2,400) for the required easement, and

Whereas, County Sewer District Staff recommends this negotiated value for the proposed easements.

Therefore be it resolved that the Board of County Commissioners execute the easement agreement with the Columbus Jewish Foundation for the purchase of the easements as described in Exhibit 1.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for payment in the amount of \$2,400.00 to the Columbus Jewish Foundation from 66611903-5402.

(Copy of Exhibit 1 available in the Sanitary Engineer's Department until no longer of administrative value.)

EASEMENT AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 26th day of September, 2011, by and between Columbus Jewish Foundation, SELLER, and the Board of Commissioners of Delaware County, Ohio, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Exhibit 1.

The purchase price of said Easement across the real estate described on Exhibit 1 is Two Thousand Four Hundred Dollars (\$2,400) upon the execution of the Deed of Easement.

The temporary construction easement as described on Exhibit 1 shall be effective for a one year period, with an effective date that shall be determined by Delaware County following execution of the construction contract. Delaware County will provide written notice of the effective date of the temporary construction easement through certified mail to the SELLER.

This transaction is to be closed at the SELLER'S convenience within 1 month after the execution of the agreement by the BUYER, at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. An extension may be granted if agreed upon mutually by BUYER and SELLER.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written and this AGREEMENT is to be binding upon the heirs, executors, administrators and assigns of the parties.

**Exhibit 1
TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That **COLUMBUS JEWISH FOUNDATION**, hereinafter called GRANTOR, in consideration of the sum of \$2,400.00, to be paid by the BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO, the GRANTEE herein, receipt of which is hereby acknowledged, hereby-grants with general warranty covenants to GRANTEE, its successors and assigns a temporary construction easement, being a strip of land as described "TEMPORARY EASEMENT" in Exhibit 'A'.

SEE EXHIBIT 'A'

GRANTOR, their heirs and assigns hereby release the GRANTEE from any further claims for compensation or claims for damages resulting from this grant or the construction of said project, except that contractors for the GRANTEE shall not be released from liability for damage caused by their negligence.

The GRANTEE, as soon as practicable after construction of the sanitary sewer and all subsequent alterations and repairs thereto, shall cause all affected property of Grantor to be restored to the proper level.

The temporary construction easement shall be effective for a one-year period, with an effective date that shall be

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011**

determined by the GRANTEE. GRANTEE will provide written notice of the effective date of the temporary construction easement through certified mail to the GRANTOR.

The rights granted herein shall not be construed to interfere with or restrict the use of the premises with respect to the construction and maintenance of property.

Prior Instrument Reference: ORV 861, PG 801



EXHIBIT "A"

Description of a 0.116 Acre Temporary Easement

Situated in the State of Ohio, County of Delaware, Township of Orange, being part of Farm Lot 19, Section 3, Township 3, Range 18, United States Military Lands, being a 0.116 acre Temporary Easement that lies over and across Lot 7518 of Orange Centre Development Lot 7496 Division 1, of record in Official Record 861, Page 801, also being as described in deed to Columbus Jewish Foundation, of record in Official Record 824, Page 144, and being more particularly described as follows:

COMMENCING for reference at the centerline intersection of Orange Road (Twp Rd. 114) and North Central Drive, as shown on the recorded plat of said North Central Office Park;

Thence South 86°48'15" East, a distance of 30.27 feet, with the centerline of Orange Road, to the northeast corner of a 4.72 acre tract of land described in deed to Robert E. Broadley and Mary Lou Gott, of record in Deed Book 441, Page 299;

Thence South 02°42'47" East, a distance of 40.21 feet, leaving the centerline of Orange Road and in part through the right of way of Orange Road, and with the east line of said 4.72 acre tract of land to the northwest corner of said Lot 7518;

Thence South 86°48'15" East, a distance of 35.19 feet, with the north line of said Lot 7518 and the south right of way line of Orange Road to the east line of an existing Sanitary Easement of record in Official Record 822, Page 1394;

Thence South 02°42'47" East, a distance of 15.08 feet, through said Lot 7518 and with the east line of said Sanitary easement, to the north line of a 15 feet Utility Easement of record in Plat Cabinet 1, Slide 369, also being at the **Point of True Beginning** of the Temporary Easement herein described;

Thence South 86°48'15" East, a distance of 63.87 feet, through said Lot 7518 and with the south line of said 15 feet Utility Easement;

Thence South 02°23'22" East, a distance of 79.68 feet, through said Lot 7518;

Thence North 86°58'52" West, a distance of 63.39 feet, through said Lot 7518, to the east line of said Sanitary Easement;



Thence North 02°42'47" West, a distance of 79.92 feet, through said Lot 7518 and with the east line of said Sanitary Easement, to the **Point of True Beginning**;

Containing 0.116 acres, more or less.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

Basis of bearing: Bearings are based on data acquired by GPS observations as per NAD 83 (1995)-Ohio State Plane Coordinate System-North Zone from the Delaware County Geodetic Control Monumentation.

The above description is based on and referenced to an exhibit titled "Exhibit of a Temporary Easement for Columbus Jewish Foundation" prepared by Floyd Browne Group, attached hereto and made a part hereof. All references are to the records of the Recorder's Office, Delaware County, Ohio.

Mark Alan Smith, P.S. Date
Professional Surveyor No. 8232

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-1018

IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT WITH ROBERT E. BROADLEY AND MARY LOU GOTT FOR THE ORANGE ROAD PUMP STATION ABANDONMENT PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, the Delaware County Regional Sewer District is working on the Orange Road Pump Station Abandonment Project, and

Whereas, temporary and permanent easements from Robert E. Broadley and Mary Lou Gott at 388 E. Orange Road, Lewis Center, Ohio 43035, are needed for the proposed improvements, and

Whereas, the required easements are detailed in Exhibit 1 and Exhibit 2, and

Whereas, County Sewer District Staff negotiated a value of Eight Thousand Nine Hundred and Fifty dollars (\$8,950) for the required easements, and

Whereas, County Sewer District Staff recommends this negotiated value for the proposed easements.

Therefore be it resolved that the Board of County Commissioners execute the easement agreement with Robert E. Broadley and Mary Lou Gott for the purchase of the easements as described in Exhibit 1 and Exhibit 2.

Furthermore be it resolved that the Board of County Commissioners approve purchase orders and vouchers for payment in the amount of \$4,475.00 to Robert E. Broadley and \$4,475.00 to Mary Lou Gott from 66611903-5402.

(Copy of Exhibit 1 available in the Sanitary Engineer's Department until no longer of administrative value.)

EASEMENT AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 26th day of September, 2011, by and between Robert E. Broadley and Mary Lou Gott, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for Easements across the real estate described on attached Exhibits 1 & 2.

The purchase price for both of said Easements across the real estate described on Exhibits 1 & 2 is Eight Thousand Nine Hundred Fifty Dollars (\$8,950) upon the execution of the Deed of Easement.

The temporary construction easement as described on Exhibit 2 shall be effective for a one year period, with an effective date that shall be determined by Delaware County following execution of the construction contract. Delaware County will provide written notice of the effective date of the temporary construction easement through certified mail to the SELLER.

This transaction is to be closed at the SELLER'S convenience within 1 month after the execution of the agreement by the BUYER, at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. An extension may be granted if agreed upon mutually by BUYER and

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011**

SELLER.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written and this AGREEMENT is to be binding upon the heirs, executors, administrators and assigns of the parties.

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **ROBERT E. BROADLEY and QUN WU BROADLEY, his spouse, & MARY LOU GOTT, single**, hereinafter called GRANTOR, for good and valuable consideration, to be paid by the BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO, the GRANTEE herein, receipt of which is hereby acknowledged, hereby-grants with general warranty covenants to GRANTEE, its successors and assigns forever, an Exclusive, Permanent Sanitary Sewer Easement, in, through, over and under the described real estate (The "Premises") depicted on **EXHIBIT 'A' & EXHIBIT 'B'** for the purpose of constructing, operating, installing, maintaining, removing or replacing sanitary sewer lines and tributary connections and appurtenant work in any part of said Easement.

SEE EXHIBIT 'A' & EXHIBIT 'B'

The rights granted herein shall not be construed to interfere with or restrict the use of the Premises with respect to the construction and maintenance of property.

Improvements along and over the Premises herein described shall not be constructed so as to impair the strength or interfere with the use and maintenance of said utility, or ingress and egress to or over the Sanitary Sewer Easement area.

This Sanitary Sewer Easement, however, shall not be construed as giving to GRANTEE any right of ingress and egress to or over the remainder of said Premises owned by GRANTOR.

The term "Exclusive" shall mean that no gas line, underground telephone, electric, cable television, or fiber optic line or conduit or any other utility line, with the exception of field tile or drain tile, shall be installed or placed on a course of alignment that both 1) is parallel with or approximately parallel with any existing (existing at the time of said installment or placement) sanitary sewer line within the permanent easement area and 2) has any point within the permanent easement area closer than ten feet to said sanitary sewer line, unless said course or alignment is approved, in writing, by the Delaware County Sanitary Engineer. Right angle, or near right angle utility crossings to the sanitary sewer line and Permanent Sanitary Sewer Easement are permitted.

The term Exclusive shall also mean that no buildings, sheds, decks, or other structures shall be constructed within the limits of the Permanent Sanitary Sewer Easement, unless, said structure is approved in writing by the Delaware County Sanitary Engineer.

Roadways, parking lots, driveways and means of ingress and egress are permitted over, on and through the easement.

The GRANTEE shall, after constructing, operating, installing, maintaining, removing or replacing sanitary sewer lines or tributary connections or any appurtenant work in any part of said easement, restore the Premises to its former condition.

Prior Instrument Reference: DV 441, PG 299

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **ROBERT E. BROADLEY and QUN WU BROADLEY, his spouse, & MARY LOU GOTT, single**, hereinafter called GRANTOR, for good and valuable consideration, to be paid by the BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO, the GRANTEE herein, receipt of which is hereby acknowledged, hereby-grants with general warranty covenants to GRANTEE, its successors and assigns a temporary construction easement, being a strip of land as described "TEMPORARY EASEMENT" in Exhibit 'C'.

SEE EXHIBIT 'C'

GRANTOR, their heirs and assigns hereby release the GRANTEE from any further claims for compensation or claims for damages resulting from this grant or the construction of said project, except that contractors for the GRANTEE shall not be released from liability for damage caused by their negligence.

The GRANTEE, as soon as practicable after construction of the sanitary sewer and all subsequent alterations and repairs thereto, shall cause all affected property of Grantor to be restored to the proper level.

The temporary construction easement shall be effective for a one-year period, with an effective date that shall be

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

determined by the GRANTEE. GRANTEE will provide written notice of the effective date of the temporary construction easement through certified mail to the GRANTOR.

The rights granted herein shall not be construed to interfere with or restrict the use of the premises with respect to the construction and maintenance of property.

Prior Instrument Reference: DV 441, PG 299

EXHIBIT "B"

Description of a 0.005 Acre Permanent Sanitary Easement

Situated in the State of Ohio, County of Delaware, Township of Orange, being part of Farm Lot 19, Section 3, Township 3, Range 18, United States Military Lands, being a 0.005 acre Permanent Sanitary Easement that lies over and across a 4.72 acre tract of land described in deed to Robert E. Broadley and Mary Lou Gott, of record in Deed Book 441, Page 299, and being more particularly described as follows:

COMMENCING for reference at the centerline intersection of Orange Road (Twp Rd. 114) and North Central Drive, as shown on the recorded plat of said North Central Office Park;

Thence North 86°48'15" West, a distance of 47.87 feet, with the centerline of Orange Road, to the west line of a 20 feet Sanitary Easement of record in Deed Book 474, Page 158;

Thence South 01°05'33" West, a distance of 20.01 feet, leaving the centerline of Orange Road and through the right of way of Orange Road and said 4.72 acre tract, and with the west line of said Sanitary Easement, to the north right-of-way line of said Orange Road, also being at the **Point of True Beginning** of the Permanent Sanitary Easement herein described;

Thence South 01°05'33" West, a distance of 15.26 feet, through said 4.72 acre tract and with the west line of said Sanitary Easement;

Thence North 87°34'14" West, a distance of 13.97 feet, through said 4.72 acre tract and with the north line of said Sanitary Easement;


Thence North 01°09'10" East, a distance of 15.45 feet, through said 4.72 acre tract to the south right-of-way line of said Orange Road;

Thence South 86°48'15" East, a distance of 13.96 feet, through said 4.72 acre tract and with the south right-of-way line of said Orange Road, to the **Point of True Beginning**;

Containing 0.005 acres, more or less.

Basis of bearing: Bearings are based on data acquired by GPS observations as per NAD 83 (1995)-Ohio State Plane Coordinate System-North Zone from the Delaware County Geodetic Control Monumentation.

The above description is based on and referenced to an exhibit titled "Exhibit of a Permanent Sanitary and Temporary Easement for Broadley and Gott" prepared by Floyd Browne Group, attached hereto and made a part hereof. All references are to the records of the Recorder's Office, Delaware County, Ohio.


Mark Alan Smith, P.S.
Professional Surveyor No. 8232

6/06/2011
Date



COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011



EXHIBIT "A"

Description of a 0.044 Acre Permanent Sanitary Easement

Situated in the State of Ohio, County of Delaware, Township of Orange, being part of Farm Lot 19, Section 3, Township 3, Range 18, United States Military Lands, being a 0.044 acre Permanent Sanitary Easement that lies over and across a 4.72 acre tract of land described in deed to Robert E. Broadley and Mary Lou Gott, of record in Deed Book 441, Page 299, and being more particularly described as follows:

COMMENCING for reference at the centerline intersection of Orange Road (Twp Rd. 114) and North Central Drive, as shown on the recorded plat of said North Central Office Park;

Thence South 86°48'15" East, a distance of 30.27 feet, with the centerline of Orange Road, to the northeast corner of said 4.72 acre tract of land;

Thence South 02°42'47" East, a distance of 54.44 feet, leaving the centerline of Orange Road and in part through the right of way of Orange Road, and with the east line of said 4.72 acre tract of land and the west line of Lot 7518 of Orange Centre Development Lot 7496 Division 1, of record in Official Record 861, Page 801, to the **Point of True Beginning** of the Permanent Sanitary Easement herein described;

Thence South 02°42'47" East, a distance of 20.57 feet, with the east line of said 4.72 acre tract and the west line of said Lot 7518;

Thence North 86°58'27" West, a distance of 97.13 feet, through said 4.72 acre tract;


Thence North 01°09'10" East, a distance of 19.48 feet, through said 4.72 acre tract to the south line of an existing 20 feet Sanitary Easement of record in Deed Book 474, Page 158;

Thence South 87°34'14" East, a distance of 95.72 feet, through said 4.72 acre tract and with the south line of said 20 feet Sanitary Easement, to the **Point of True Beginning**;

Containing 0.044 acres, more or less.

Basis of bearing: Bearings are based on data acquired by GPS observations as per NAD 83 (1995)-Ohio State Plane Coordinate System-North Zone from the Delaware County Geodetic Control Monumentation.

The above description is based on and referenced to an exhibit titled "Exhibit of a Permanent Sanitary and Temporary Easement for Broadley and Gott" prepared by Floyd Browne Group, attached hereto and made a part hereof. All references are to the records of the Recorder's Office, Delaware County, Ohio.

 6/06/2011
Mark Alan Smith, P.S. Date
Professional Surveyor No. 8232



COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

EXHIBIT "C"

Description of a 0.183 Acre Temporary Easement

Situated in the State of Ohio, County of Delaware, Township of Orange, being part of Farm Lot 19, Section 3, Township 3, Range 18, United States Military Lands, being a 0.183 acre Temporary Easement that lies over and across a 4.72 acre tract of land described in deed to Robert E. Broadley and Mary Lou Gott, of record in Deed Book 441, Page 299, and being more particularly described as follows:

COMMENCING for reference at the centerline intersection of Orange Road (Twp Rd. 114) and North Central Drive, as shown on the recorded plat of said North Central Office Park;

Thence South 86°48'15" East, a distance of 30.27 feet, with the centerline of Orange Road, to the northeast corner of said 4.72 acre tract of land;

Thence South 02°42'47" East, a distance of 75.01 feet, leaving the centerline of Orange Road and in part through the right of way of Orange Road, and with the east line of said 4.72 acre tract of land and the west line of Lot 7518 of Orange Centre Development Lot 7496 Division 1, of record in Official Record 861, Page 801, to the **Point of True Beginning** of the Temporary Easement herein described;

Thence South 02°42'47" East, a distance of 60.31 feet, with the east line of said 4.72 acre tract and the west line of said Lot 7518;

Thence North 86°58'52" West, a distance of 126.72 feet, through said 4.72 acre tract;

Thence North 01°09'10" East, a distance of 79.26 feet, through said 4.72 acre tract to the south line of an existing 20 feet Sanitary Easement of record in Deed Book 474, Page 158;

Thence South 87°34'14" East, a distance of 25.51 feet, through said 4.72 acre tract and with the south line of said 20 feet Sanitary Easement;


Thence South 01°09'10" West, a distance of 19.48 feet, through said 4.72 acre tract;

Thence South 86°58'27" East, a distance of 97.13 feet, through said 4.72 acre tract, to the **Point of True Beginning**;

Containing 0.183 acres, more or less.

Basis of bearing: Bearings are based on data acquired by GPS observations as per NAD 83 (1995)-Ohio State Plane Coordinate System-North Zone from the Delaware County Geodetic Control Monumentation.

The above description is based on and referenced to an exhibit titled "Exhibit of a Permanent Sanitary and Temporary Easement for Broadley and Gott" prepared by Floyd Browne Group, attached hereto and made a part hereof. All references are to the records of the Recorder's Office, Delaware County, Ohio.


Mark Alan Smith, P.S. 6/6/2011
Professional Surveyor No. 8232 Date



J:\Projects\Delaware County Sanitary Engineer\10-50401\SRVY\DWGS-DOCS\ESMT-10-50401-0.183 ACRE TEMP.doc
Page 1 of 2
3769 Columbus Pike, P.O. Box 8016 Delaware, Ohio 43015-8016 740.363.6792 fax: 740.363.6536
www.floydbrowne.com 1.800.325.7647

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1019

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

The Director of Emergency Medical Services recommends accepting the retirement resignation of Murray Smith; effective October 31, 2011;

Therefore Be It resolved, that the Board of Commissioners accept the retirement resignation of Murray Smith;

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

effective October 31, 2011.

The Director of Environmental Services recommends accepting the resignation of Leonard Wagner; effective date October 7, 2011;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Leonard Wagner; effective date October 7, 2011.

The Director of Environmental Services recommends hiring Trey Matthews as an Operator; effective date September 27, 2011;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Trey Matthews as an Operator; effective date September 27, 2011.

The Director of Environmental Services recommends hiring Josh Phillips as an Alum Creek Relief Operator; effective date October 10, 2011;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Josh Phillips as an Alum Creek Relief Operator; effective date October 10, 2011.

The Director of Environmental Services recommend hiring Ryan Aspinall as an Alum Creek Custodian; effective date September 27, 2011;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Ryan Aspinall as an Alum Creek Custodian; effective date September 27, 2011.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-1020

IN THE MATTER OF ACCEPTING THE WELLNESS PROGRAM FUNDS FROM THE COUNTY
EMPLOYEE BENEFITS CONSORTIUM OF OHIO (CEBCO) FOR DELAWARE COUNTY
EMPLOYEES:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, Delaware County is eligible to receive Wellness Programming funds in the amount of \$22,673 for calendar year 2011 from CEBCO for employee wellness programming and administrative costs, and;

WHEREAS, the Delaware County Wellness Program will improve all aspects of a county employee’s life; reducing health care costs through education and promotion of self-care and accountability. The practice of such skills assists employees to manage chronic disease, attack modifiable risk factors, and maintain optimal health for a lifetime.

WHEREAS, the Delaware County Wellness Program will offer group support and motivation and a feeling of camaraderie amongst co-workers who participate, while also having fun and providing the opportunity for employees to work toward incentives and prizes.

WHEREAS, a meeting will take placed on Friday, September 30, 2011 at 1:00 p.m. at the Mingo Park Shelter to kick off the Wellness Program and all interested employees are encouraged to attend with supervisor approval.

NOW THEREFORE BE IT RESOLVED: That the Delaware County Board of Commissioners approve acceptance of the funds and approve the recommendation by the Insurance and Risk Department to proceed with the County Wellness Program.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1021

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR A CLERK OF
COURTS OFFICE AND FOR SETTLEMENT FEES:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Supplemental Appropriation			
24820102-5001	Northpoint Satellite/Compensation	\$	4,700.00
24820102-5120	Northpoint Satellite/PERS	\$	666.00
24820102-5131	Northpoint Satellite/Medicare	\$	68.00
24820102-5102	Northpoint Satellite/Workers Comp	\$	47.00
24820102-5101	Northpoint Satellite/Health Insurance	\$	1,620.00

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

50211119-5375	CFOA/Settlement Fees	\$	600.00
21411306-5375	911/Settlement Fees	\$	400.00

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1022

**IN THE MATTER OF APPROVING A RESOLUTION FOR DELAWARE COUNTY TO ACCEPT
DONATED FUNDS FROM “FRIENDS FOR DELAWARE 911”:**

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, “Friends for Delaware 911” has donated \$46.50 to Delaware County for public relations materials;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Commissioners accept \$46.50 for public relations materials from “Friends For Delaware 911”.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien

- A Thank-You To The Commissioners Staff For Their Work At The Fair
- A Thank-You To The Delaware County Fair Board And The Little Brown Jug Society

Commissioner Thompson

- No Additional Comment

Commissioner Stapleton

- Several Dispatch Articles From Last Week Covered Delaware County

RESOLUTION NO. 11-1023

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR
COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR
IMMINENT LITIGATION; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC
PURPOSES:**

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 1:00PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1024

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 1:27PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2011

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners