

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 31, 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. 11-1255

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 27, 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 October 27, 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

Art Van Bode Graven, A Survivor Of Pancreatic Cancer And Astrid Olfenbutt, A Volunteer With The Pancreatic Cancer Action Network Spoke On Resolution No. 11-1256

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-1256

IN THE MATTER OF DESIGNATING THE MONTH OF NOVEMBER 2011 AS "PANCREATIC CANCER AWARENESS MONTH" IN DELAWARE COUNTY, OHIO:

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

WHEREAS in 2011, an estimated 44,030 people will be diagnosed with pancreatic cancer in the United States and 37,660 will die from the disease;

WHEREAS pancreatic cancer is one of the deadliest cancers and is the fourth leading cause of cancer death in the United States;

WHEREAS when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and 74 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years;

WHEREAS of all the racial/ethnic groups in the United States, African Americans have the highest incidence rate of pancreatic cancer, between 34 percent and 70 percent higher than the other groups;

WHEREAS approximately 1550 deaths will occur in Ohio in 2011;

WHEREAS there is no cure for pancreatic cancer and there have been no significant improvements in survival rates in the last 40 years;

WHEREAS the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers; and pancreatic cancer research constitutes only approximately 2 percent of the National Cancer Institute's federal research funding, a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to arrest it; and

WHEREAS, the Pancreatic Cancer Research & Education Act (S. 362/H.R. 733) requires that the National Cancer Institute develop a strategic plan for combating pancreatic cancer;

WHEREAS the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in Delaware County and nationwide by focusing its efforts on

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public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS the Pancreatic Cancer Action Network and its affiliates in Delaware County support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

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

THEREFORE BE IT RESOLVED, the Delaware County Board of Commissioners, encourage and call upon the Ohio federal delegation to co-sponsor the Pancreatic Cancer Research & Education Act (S. 362/H.R. 733).

FURTHER BE IT RESOLVED that the Delaware County Board of Commissioners will designate the month of November 2011 as “Pancreatic Cancer Awareness Month” in Delaware County, Ohio.

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

RESOLUTION NO. 11-1257

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1028, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1028:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1028, memo transfers in batch numbers MTAPR1028 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1106561	TESSCO TECHNOLOGIES	SPETRUM ANALYZER	21411306 - 5450	\$16,767.91	0001

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

RESOLUTION NO. 11-1258

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Wendy Shannon attend an Annual Self Assessment Training in Columbus, Ohio November 15, 2011, at no cost.

The Child Support Enforcement Agency is requesting that Matthew Smith attend hearing Officer Training in Knox County November 3, 2011, at no cost.

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

RESOLUTION NO. 11-1259

IN THE MATTER OF CANCELING THE THURSDAY NOVEMBER 24, 2011 COMMISSIONERS’ SESSION DUE THE THANKSGIVING DAY HOLIDAY:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to cancel the Thursday November 24, 2011 Commissioners’ session due the Thanksgiving Day Holiday.

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

RESOLUTION NO. 11-1260

IN THE MATTER OF CANCELING THE MONDAY DECEMBER 12, 2011 COMMISSIONERS’ SESSION DUE THE COUNTY COMMISSIONERS ASSOCIATION ANNUAL CONFERENCE:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to cancel the County Commissioners Association Annual Conference.

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

RESOLUTION NO. 11-1261

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IN THE MATTER OF ESTABLISHING A DRAINAGE MAINTENANCE ACCOUNT AND
APPROVING THE DRAINAGE MAINTENANCE EASEMENT FOR THE DUTCHER #447/SCOTT
#604 DRAINAGE IMPROVEMENT PROJECT:

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

Establish Drainage Maintenance Account and Drainage Maintenance Easement as Follows:

RE: Dutcher #447/Scott #604 Drainage Improvement Project:

ESTABLISH DRAINAGE MAINTENANCE ACCOUNT

The following information may be used to initiate the maintenance accounts:

Name: Dutcher #447/Scott #604
Account: 1111
Organization: 21911401
Amount: \$4,000.00

ESTABLISH DRAINAGE MAINTENANCE EASEMENT
DUTCHER #447/SCOTT #604 DRAINAGE IMPROVEMENT PROJECT

Dutcher #447/Scott #604 Drainage Improvement Project (ID #1111) In United States Military District
Section 3, Township 4, Range 18, Berlin Township Delaware County, Ohio

(A copy of the easement map is available in the Commissioners’ Office until no longer of administrative
value).

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation Staff recommend
establishing the drainage maintenance account and approving drainage maintenance easements;

THEREFORE BE IT RESOLVED, that the Commissioners establish the drainage maintenance account and
approve the drainage maintenance easements

FURTHER BE IT RESOLVED, that the Commissioners will approve the final schedule of construction
assessments (copy available in the Commissioners’ Office until no longer of administrative value) when the
interest rate of the bond for the borrowing of the money is determined.

BE IT FURTHER RESOLVED, that the Commissioners Office will supply to the Auditor’s Office the final
schedule of constructions assessments after the bond is issued and the interest rates are determined for the
assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the
owners of land benefited, to pay their assessments with the interest rate on the installments.

As this project came in under the estimate, some property owners who paid in advance are due a refund, in
addition several property owners whose total cost is below the minimum \$10.00 requirement will be increased
to meet that requirement.

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

RESOLUTION NO. 11-1262

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

It was moved by Mr. O’Brien, seconded by Mr. Thompson 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
U11-60	Gatherco Inc.	Fancher Road	Install gas line
U11-61	Ohio Edison	Brown Road Bridge Project	Relocate overhead pole

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

RESOLUTION NO. 11-1263

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS,

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SUPPLEMENTAL APPROPRIATIONS AND AN ADVANCE OF FUNDS FOR THE SHERIFF’S OFFICE:

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

Supplemental Appropriation		
10031328-5001	Federal Prisoners/Compensation	\$ 20,760.10
10031322-5001	SRO/Compensation	\$ 12,196.24
10031322-5101	SRO/Health Insurance	\$ 13,927.06
10031322-5102	SRO/Workers Comp	\$ 122.03
10031322-5120	SRO/PERS	\$ 513.84
10031322-5131	SRO/Medicare	\$ 129.42
10031304-5101	Conveyance/Health Insurance	\$ 33,173.55
10031301-5001	Deputies/Compensation	\$ 14,154.94
10031301-5004	Deputies/Overtime	\$ 5,000.00
10031301-5101	Deputies/Health Insurance	\$ 11,759.17
24231333-5001	2 nd Chance Family/Compensation	\$ 19,880.00
24231323-5101	2nd Chance Family/Hospital Insurance	\$ 4,221.00
24231333-5102	2 nd Chance Family/Worker's Comp	\$ 178.92
24231333-5120	2 nd Chance Family/PERS	\$ 2,783.20
24231333-5131	2 nd Chance Family/Medicare	\$ 288.26
24231333-5201	2 nd Chance Family/General Supplies	\$ 550.00
24231333-5215	2 nd Chance Family/Program Supplies	\$ 250.00
24231333-5217	2 nd Chance Family/Books/Periodicals	\$ 3,750.00
24231333-5250	2 nd Chance Family/Minor Equip	\$ 400.00
24231333-5260	2 nd Chance Family/Inv Tools	\$ 3,000.00
24231333-5301	2nd Chance Family/Professional Services	\$ 24,000.00
24231333-5305	2 nd Chance Family/Training	\$ 1,250.00
24231333-5332	2 nd Chance Family/Cell Phone	\$ 150.00
24331334-5001	2 nd Chance Adult/Compensation	\$ 34,160.00
24331334-5101	2 nd Chance Adult/Health Insurance	\$ 12,663.00
24331334-5102	2 nd Chance Adult/Wor5kers Comp	\$ 307.44
24331331-5120	2 nd Chance Adult/PERS	\$ 4,782.40
24331334-5131	2 nd Chance Adult/Medicare	\$ 495.32
24331334-5201	2 nd Chance Adult/General Supplies	\$ 450.00
24331334-5215	2 nd Chance Adult/Program Supplies	\$ 1,800.00
24331334-5217	2 nd Chance Adult/Books/Periodicals	\$ 3,750.00
24331334-5250	2 nd Chance Adult/Minor Equip	\$ 1,900.00
24331334-5301	2 nd Chance Adult/Professional Services	\$ 12,800.00
24331334-5305	2 nd Chance Adult/Training	\$ 2,500.00
24331334-5332	2 nd Chance Adult/Cell Phone	\$ 450.00
10011102-5801	Commissioners General/Transfers	\$ 38,000.00
Transfer of Appropriations		
From	To	
24631330-5101	24631330-5001	
Justice & Mental Health/Hospital Insur.	Justice & Mental Health /Compensation	\$ 2,900.00
24631330-5101	24631330-5102	
Justice & Mental Health/Hospital Insur.	Justice & Mental Health/Workers Comp	\$ 20.00
24631330-5101	24631330-5120	
Justice & Mental Health /Hospital Insur.	Justice & Mental Health PERS	\$ 275.00
24631330-5101	24631330-5131	
Justice & Mental Health /Hospital Insur.	Justice & Mental Health /Medicare	\$ 40.00

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10031328-5101 Federal Prisons/Hospital Insurance	10031328-5001 Federal Prisoners/Compensation	\$ 1,100.00
10031303-5294 Deputies/Food	10031304-5001 Conveyance/Compensation	\$ 72,573.81
10031317-5004 Contract Deputies/Overtime	10031304-5101 Conveyance/Health Insurance	\$ 19,700.00
10031317-5101 Contract Deputies/Hospital Insurance	10031304-5101 Conveyance/Hospital Insurance	\$ 2,100.00
10031317-5120 Contract Deputies/PERS	10031304-5101 Conveyance/Hospital Insurance	\$ 6,000.00
10031317-5131 Contract Deputies/Medicare	10031304-5101 Conveyance/Hospital Insurance	\$ 400.00
10031303-5294 Deputies/Food	10031303-5101 Jail/Hospital Insurance	\$ 22,500.00
10031301-5250 Deputies/Minor Tools	10031301-5001 Deputies/Compensation	\$ 22,000.00
10031303-5342 Jail/Medical & Health	10031301-5001 Deputies/Compensation	\$ 50,000.00
10031303-5294 Jail/Food	10031301-5001 Deputies/Compensation	\$ 4,926.19
10031301-5120 Deputies/PERS	10031301-5101 Deputies/Hospital Insurance	\$ 25,000.00
Transfer of Funds		
From	To	
10011102-5801	28831313-4601	\$ 38,000.00
Advance		
From	To	
10011102 Commissioners General	24231333 2nd Chance Family	\$ 60,701.38
10011102 Commissioners General	24331334 2nd Chance Adult	\$ 76,058.16
Vote on Motion	Mr. Thompson Aye	Mr. Stapleton Nay
	Mr. O'Brien	Aye

RESOLUTION NO. 11-1264

IN THE MATTER OF APPROVING AN ADDENDUM TO LEASE AGREEMENT BETWEEN THE
DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OHIO DEPARTMENT OF
PUBLIC SAFETY BUREAU OF MOTOR VEHICLES FOR THE FRANK B. WILLIS BUILDING:

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

Whereas, the Facilities Supervisor recommends the following addendum to the lease agreement;

Therefore Be It Resolved, that the Board of Commissioners approve the Addendum To Lease Agreement With
The Ohio Department Of Public Safety For the Bureau Of Motor Vehicles For The Frank B. Willis Building.

ADDENDUM NO.1 TO LEASE

It is hereby mutually agreed by and between Delaware County Commissioners as Lessor, and Ohio Department
of Public Safety Bureau of Motor Vehicles as Lessee, that effective July 1, 2011, a certain lease entered into as
of August 1, 2008, covering 1,479 square feet of office space and described as:

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Frank B. Willis Building
2081 U.S. Highway 23 North
Delaware, Ohio 43015

be amended as follows: Article II: Add: The lease will extend for an additional term beginning July 1, 2011 through June 30, 2013.

Article II: Effective January 1, 2012 through June 30, 2013, an additional rental cost, not to exceed \$4,800.00, shall be amortized over 18 months, at a monthly rate of \$266.67. This additional rental cost is for the construction and counter modification to add an extra work station to the existing counter. The Sublessee (Deputy Registrar) shall pay this additional rental cost, to the Lessor, along with the monthly base rental payment. The Lessor will coordinate the project with the Sublessee (Deputy Registrar). Lessor will be responsible for applicable building permits, occupancy, egress, and ADA compliance.

The annual base rental rate will remain at \$16,928.35 during the next renewal period.
All other terms and conditions of the lease will remain the same.

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

RESOLUTION NO. 11-1265

IN THE MATTER OF APPROVING AN ADDENDUM TO LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OHIO DEPARTMENT OF PUBLIC SAFETY OHIO STATE HIGHWAY PATROL FOR THE FRANK B. WILLIS BUILDING:

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

Whereas, the Facilities Supervisor recommends the following addendum to the lease agreement;

Therefore Be It Resolved, that the Board of Commissioners approve the Addendum To Lease Agreement With The Ohio Department Of Public Safety for the Ohio State Highway Patrol For The Frank B. Willis Building.

ADDENDUM NO.1 TO LEASE

It is hereby mutually agreed by and between Delaware County Commissioners as Lessor, and Ohio Department of Public Safety Ohio State Highway Patrol as Lessee, that effective July 1, 2011, a certain lease entered into as of August 1, 2008, covering 1,387 square feet of office space and described as:

Frank B. Willis Building
2081 U.S. Highway 23 North
Delaware, Ohio 43015

be amended as follows: Article II: Add: The lease will extend for an additional term beginning July 1, 2011 through June 30, 2013.

The annual base rental rate will remain at \$15, 875.33 during the next renewal period.
All other terms and conditions of the lease will remain the same.

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

RESOLUTION NO. 11-1266

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR MEADOWS AT LEWIS CENTER 1A:

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

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Meadows at Lewis Center 1A 1650' of 12" sewer
1835' of 8" sewer14 manholes

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by Delaware County.

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

RESOLUTION NO. 11-1267

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IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR THE ESTATE AT SHERMAN LAKES:

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

Whereas, the Director of Environmental Services recommends approval of the sanitary subdivider's agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement For The Estate At Sherman Lakes.

The Estate at Sherman Lakes

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 31st day of October 2011, by and between T&R PROPERTIES INC., SUBDIVIDER, as evidenced by THE ESTATES AT SHERMAN LAKES Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$196,789.80**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residence connection, plus a Surcharge of **\$2,600.00** (Cheshire Pump Station) for each single family residential connection, minus an oversizing credit (15" pipe to 21" pipe; \$21.14 per foot x 930 feet = **\$19,660.20**), for **39** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER 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 for The Estates at Sherman Lakes, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$491,550.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships 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 any contractor or sub-contractor or from any material, method or explosive 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 of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the

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right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER **\$17,204.25** which is equal to three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$41,775.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$1,000.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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 same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. 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 IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER 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 hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 11-1268

**IN THE MATTER OF RESCINDING RESOLUTION NO. 11-991 AND APPROVING THE
SANITARY SUBDIVIDER’S AGREEMENT FOR THE GREENS AT NORTHSTAR PHASE 3, PART
2:**

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

WHEREAS, on September 19, 2011, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 11-991, approving the sanitary subdivider’s agreement for the Greens at Northstar Phase 2, Part 1A; and

WHEREAS, the Director of Environmental Services discovered that the approved agreement misidentified the phase of the project to be constructed; and

WHEREAS, the developer has requested, in writing, that the previously approved agreement be rescinded and a corrected agreement be approved; and

WHEREAS, the Director of Environmental Services recommends that Resolution No. 11-991 be rescinded and recommends approval of the sanitary subdivider’s agreement for the Greens at Northstar Phase 3, Part 2;

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

Section 1. The Board hereby rescinds Resolution No. 11-991 and terminates the sanitary subdivider’s agreement approved therein.

Section 2. The Board hereby approves the sanitary subdivider’s agreement for the Greens at Northstar Phase 3, Part 2.

The Greens at Northstar Phase 3, Part 2

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 31st day of October 2011, by and between SHUMATE DEVELOPMENT CORP. (herein known as SUBDIVIDER) and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by **The Greens at Northstar Phase 3, Part 2** Condominium Plat filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER 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 for The Greens at Northstar Phase 3, Part 2, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$15,644.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary unless the SUBDIVIDER elects to record the plat prior to final acceptance of the construction. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

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The SUBDIVIDER hereby elects to use Option 1 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships 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 any contractor or sub-contractor or from any material, method or explosive 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 of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER **\$547.54**, which is equal to three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$3,200.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of **\$500.00** or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of **\$500.00** to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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 same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- 1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. 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.

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- 3) an itemized statement showing the cost of IMPROVEMENTS
- 4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- 5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER 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 hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 11-1269

IN THE MATTER OF SETTING THE BID OPENING DATE AND TIME FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT'S ORANGE ROAD PUMP STATION ABANDONMENT PROJECT:

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

**PUBLIC NOTICE
ADVERTISEMENT FOR BIDS**

**DELAWARE COUNTY REGIONAL SEWER DISTRICT
ORANGE ROAD PUMP STATION ABANDONMENT
CONTRACT NO. DCES 11-02**

Sealed Bids for the ORANGE ROAD PUMP STATION ABANDONMENT PROJECT will be received by the County of Delaware, Ohio at the Office of the Delaware County Regional Sewer District, 50 Channing Street (South Wing), Delaware, Ohio until **2:00 PM** local time on **Thursday, December, 8th, 2011**, and then at said Office publicly opened and read aloud.

The Bidder shall furnish all labor and material for the Orange Road Pump Station Abandonment project.

THE CONTRACT DOCUMENTS may be examined at the following location:

Delaware County Regional Sewer District
50 Channing Street (South Wing)
Delaware, Ohio 43015

A CD may be obtained free of charge containing plans, specifications, bid forms and contract documents in PDF format on or after November 07, 2011 at 12:00 P.M at the Delaware County Regional Sewer District office, 50 Channing Street (South Wing), Delaware, Ohio 43015. Hard copies of the plans, specifications, Bid forms, and contract documents may be obtained from the same location for a \$40.00 non-refundable fee. Please call in advance to reserve your copy. Checks are to be payable to the Delaware County Regional Sewer District.

Bids shall be submitted in a sealed envelope marked **"Sealed Bid for the Orange Road Pump Station Project"**. Each Bid must contain the full name of every person or company interested in same, and must be accompanied by a Bid Guaranty in the form of a Bid bond or certified check (made payable to the Delaware County Board of Commissioners) in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems most favorable to the County after the Bids have been examined

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and checked, and subject to the approval of the County Commissioners.

Engineer's Estimate is \$210,000.00.

Prospective Bidders may send questions to the attention of David Finney, Staff Engineer at (740) 833-2240 or dfinney@co.delaware.oh.us.

A mandatory pre-Bid conference will be held on **Tuesday, November, 22, 2011** at **10:00 A.M.** at the Delaware County Regional Sewer District Office, 50 Channing Street (South Wing), 2nd floor Conference Room, Delaware, Ohio 43015.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

The Bid will be advertised on November 11, 2011 and November 18, 2011, in the Delaware Gazette, and posted continuously on the Delaware County website (www.co.delaware.oh.us/)

Whereas, the Sanitary Engineer recommends the Bid Opening Date and Time for the Delaware County Regional Sewer District Orange Road Pump Station Abandonment Project;

Therefore be it resolved, that the Board of Commissioners approves 2:00 P.M. local time on Thursday, December, 8, 2011, at the Office of the Delaware County Regional Sewer District, 50 Channing Street (South Wing), Delaware, Ohio as the Bid Opening Date and Time for the Delaware County Regional Sewer District's Orange Road Pump Station Abandonment Project.

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

RESOLUTION NO. 11-1270

IN THE MATTER OF APPROVING THE AMENDMENT TO THE PROGRAMMATIC AGREEMENT FOR COORDINATION BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO HISTORIC PRESERVATION OFFICE FOR THE ADMINISTRATION OF CDBG AND HOME FUNDED ACTIVITIES:

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

**PROGRAMMATIC AGREEMENT
for Coordination
between
Delaware County and the
Ohio Historic Preservation Office
for the
Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities
Authorized Under 24 CFR Part 58**

Whereas, the Agreement was executed on January 25, 2010, in Resolution 10-115; and

Whereas, stipulations are being updated to provide increased clarity, add exempt activities, insert required administrative provisions, and extend the expiration date until December 31, 2014; and

Whereas, Delaware County will send a copy of this executed amendment to the Advisory Council on Historic Preservation;

NOW THEREFORE, in accordance with Stipulation X of the Agreement, the Signatories of the Agreement agree to amend the Agreement as follows:

1. Amend Stipulation II.B.1.e so it reads as follows:
 - e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
2. Amend Stipulation II.B.2 so it reads as follows:
 2. Site Work
 - a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur.
 - b. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
 - c. Installation of exterior lighting for individual properties, including parking lots, sidewalks,

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- and freestanding yard lights, but excluding lighting types that are to be attached to a historic building greater than fifty years old. This exception is not meant to include street lighting that will serve multiple properties.
- d. Repair, maintenance, or direct replacement of existing residential water and sanitary sewer service connections within the previously excavated trench.
3. Amend stipulation II.B.3.b so it reads as follows:
- b. Repair of porches, cornices, exterior siding, doors, windows, balustrades, stairs, or other trim as long as any new materials match existing features in composition, design, color, texture, and other visual and physical qualities.
4. Amend Stipulation II.B.4.a so it reads as follows:
- a. Repair of existing basement floors or the installation of new basement floors.
5. Amend Stipulation X so it reads as follows:

X. Amendment & Duration, Termination

- A. At the request of either party, this Agreement may be reviewed for amendment or termination at any time. This Agreement may be amended when the terms of modifications are agreed to in writing by all signatories. The amended Agreement will be effective on the date a copy of the amendments signed by all of the signatories is filed with the ACHP.
- B. This Agreement will continue in full force until December 31, 2014 and will be reviewed for modifications, renewal, or termination before this date has passed.
- C. This Agreement may be terminated at the request of any signatory, after giving a thirty-day written notice of their intent to the other signatories. If this Agreement is terminated, then the grantee will be responsible for following the standard consultation process required at 36 CFR Part 800.
6. Add new Stipulation XI:

XI. Emergencies

- A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.
1. The grantee will submit a request for an expedited review time of five business days, including the following documentation;
- a. The address of the property and the nature of the emergency
- b. Recent photographs of the property.
- c. A signed copy of any local order compelling immediate action.
- d. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property.
2. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information.

Execution of this Amendment to the Agreement by the grantee and SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

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

RESOLUTION NO. 11-1271

IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR THE ANDREWS HOUSE ADA IMPROVEMENTS:

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

WHEREAS, the Board of County Commissioners approved an agreement with Bull Construction to do ADA Improvements to Andrews House in Resolution #11-949 dated September 8, 2011; and

WHEREAS, the Project was to be completed by October 28, 2011; and

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WHEREAS, due to the concrete work, Bull Construction is requesting a no cost time extension from October 28, 2011, to November 18, 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 approve Change Order #1 to extend the completion date for the ADA Improvements to Andrews House to November 18, 2011.

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

RESOLUTION NO. 11-1272

**IN THE MATTER OF APPROVING A MEMORANDUM OF AGREEMENT BETWEEN
DELAWARE COUNTY, THE CITY OF DELAWARE, BUCKEYE VALLEY SCHOOL DISTRICT,
AND THE OHIO HISTORICAL PRESERVATION OFFICE ON THE DEMOLITION OF THE
DELAWARE COUNTY HOME COMPLEX IN BROWN TOWNSHIP:**

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

WHEREAS, City of Delaware and Delaware County received a joint Neighborhood Stabilization Program Grant (NSP) in the amount of one million one hundred thirty six thousand six hundred fifty five dollars (\$1,136,655) from the State of Ohio; and

WHEREAS, the City of Delaware successfully acquired, demolished, and is redeveloping the Delaware Hotel property located at 351 S. Sandusky St; and

WHEREAS, the County will receive an estimated amount of \$250,000 to \$290,000 from the NSP to demo abandoned houses; and

WHEREAS, approving the Agreement with Buckeye Valley School District, the City of Delaware and the Ohio Historical Preservation Office is necessary to complete the County Home Complex historical study prior to demolition.

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

Section 1. The Board of Commissioners approves the Agreement with the City of Delaware, Buckeye Valley School District and the Ohio Historical Preservation Office.

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

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DELAWARE, OHIO,
DELAWARE COUNTY,
THE BUCKEYE VALLEY SCHOOL DISTRICT, AND THE
OHIO HISTORIC PRESERVATION OFFICE
FOR THE
DEMOLITION OF THE DELAWARE COUNTY HOME COMPLEX
4841 COUNTY HOME ROAD
DELAWARE, OHIO 43015

WHEREAS, The City of Delaware, Ohio (City) proposes to demolish four buildings of The Delaware County Home Complex (known as the Delaware County Home) at 4841 County Home Road, Brown Township, Parcel 51813001031001 [Attachment A], Delaware, Ohio (Undertaking); and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has a grant agreement with the Ohio Department of Development (ODOD), B-09-CN-OH-0034, to provide federal Neighborhood Stabilization Program (NSP) funds to eligible projects; and

WHEREAS, the Delaware County Commissioners per Resolution 09-30 agreed to have the City be the lead unit of local government for the Delaware County allocation of NSP funds; and

WHEREAS, the Delaware County Commissioners per Resolution 09-165 concurred with the City to file an NSP application with ODOD; and

WHEREAS, the ODOD has granted NSP funds to the City to carry out projects in the City and Delaware County (County); and

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WHEREAS, the City assumes the role of Responsible Entity [per 24 CFR Section 58.2(a)(7)] for the purposes of environmental review for all NSP activities in the City and County; and

WHEREAS, the City, as the Responsible Entity, assumes the responsibility for compliance with Section 106 of the National Historic Preservation Act, 16 U.S.C. Part 470; and

WHEREAS, the City, at the request of the County and property-owner Buckeye Valley School District (BVSD), proposes to use NSP funds for the proposed Undertaking; and

WHEREAS, the City has consulted with the Delaware County Historical Society (DCHS) and provided for public comment on the Undertaking by a public meeting which was held on October 25, 2010 at the Delaware Commissioners Office, 101 North Sandusky Street, Delaware, Ohio 43015; and

WHEREAS, the City, in consultation with the Ohio State Historic Preservation Office (SHPO), has determined that the Delaware County Home is eligible for listing in the National Register of Historic Places under Criteria A & C; and

WHEREAS, the City, in consultation with the SHPO, has determined that demolition of four buildings (the Main Building, the Shed/Boiler Room Building, the Garage, and the Gazebo) on the property will have an adverse effect, in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. Part 470, and its implementing regulations (36 CFR Part 800); and

WHEREAS, the City has notified the Advisory Council on Historic Preservation (Council) of the adverse effect in which the Council decided that their participation was not needed; and

WHEREAS, the City, in consultation with BVSD and the County, has determined the full scope of the demolition project. In addition, this may include a BVSD land transfer of the Barn (NW corner of the property) to the County and a County-owned land transfer of property along the northern border of this project to BVSD, and which may include future funds from the County regarding the treatment of the Barn and the future development of the property; and

WHEREAS, BVSD and the County have participated in consultation with the City and have been invited to be signatories to this Memorandum of Agreement (MOA).

NOW, THEREFORE, the City, County, BVSD, and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

I. STIPULATIONS

The City will ensure that the following stipulations are carried out:

A. DOCUMENTATION

Prior to the demolition of the four buildings of the property (the Main Building, the Shed/Boiler Room Building, the Garage, and the Gazebo) the City shall use a Preservation Professional meeting Professional Qualifications Standards (36 CFR Part 61) in history, architectural history, or historic architecture to complete a written and photographic documentation of all the buildings and property. This shall include the following:

1. Written Narrative: The City shall prepare a narrative of the history of the property including date(s) of construction, an architectural description of the property's physical appearance including a discussion of building materials, construction methods, significant architectural features, and setting, and a discussion of the property's national, state and local significance. The history of the property shall cover the period from inception to today including a discussion of physical alterations and deterioration of building stock.

2. Drawings: The City shall provide a sketch floor plan for each floor of each building of the property known as the Delaware County Home.

3. Photographic Documentation: The City shall provide a series of representative views of the historic property in standard 35mm black and white photographs on archival paper and keyed to a plan. Views shall include photographs of each elevation of each building of the property, significant architectural details and interior features. All photographs must conform to the Proposed Updated Photograph Policy, National Register of Historic Places (Revised March 2008) [Attachment B]. The recordation package shall include both (1) a disk (archival gold CD-R or DVD-R) containing all electronic images and (2) black-and-white, 5" x 7" prints of all electronic images developed using methods specified in Attachment B. Naming of electronic images and labeling of prints shall also conform to the standards established in Attachment B. Prints shall be stored in archival sleeves. Photographs shall be labeled consistent with the information on the print. A list of Photographic captions (Photo Index), a site plan, and a

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building plan showing the location and direction of the photographs (Photo Key) shall be included.

B. SCHEDULE

Immediately upon approval of this Memorandum of Agreement and prior to any demolition, the City shall begin completion of the documentation required by Stipulations I., A. Documentation. A draft of the documentation package shall be submitted to SHPO for review and comment. The SHPO will provide comments or approval of the documentation within 15 days of receipt. After making revisions to the draft document that takes into account comments provided by SHPO, the City shall submit three bound copies of the final documentation packaged (one that includes the photographic negatives) to the State Library of Ohio at the following address:

Ms. Audrey L. Hall
Government Information Services
State Library of Ohio
274 E. First Avenue
Columbus, Ohio 43201

The phrase “Submitted to the Ohio State Historic Preservation Office” must appear on the title page of the documentation package to allow library staff to identify SHPO as the state agency from which the document originated and process it for entry into the collections.

The State Library will catalog the documentation package available to anyone using WorldCat, FirstSearch, or the State Library’s catalog. The copy of the documentation package containing the photographic negatives will be placed in the State Library’s rare book room. Of the two remaining copies, one may be circulated through Ohio Link or according to the State Library’s policy while the other will be non-circulated.

The City will submit additional copies of the final documentation package to SHPO (one copy) and to the Delaware County Historical Society (one copy), which shall be retained permanently in its files so that it is available to the public and researchers.

C. DEMOLITION

The City shall conduct demolition in such a manner that all demolition debris is removed from the property and that clean earth, clay, sand and/or stone is brought in to the demolition site to fill any excavations. The City shall require the engineered compaction of such fill which will increase the suitability of the property in the future for new construction.

D. SITE PROTECTION

The City shall grade the site to the level of the surrounding topography and seed.

II. PROJECT MITIGATION IMPLEMENTATION

While demolition is taking place regarding some of the structures associated with the County Home, the Barn is not part of the demolition project. Because BVSD may transfer ownership of the Barn with the designated plot of land around the barn to the County, the County will agree to provide periodic maintenance for the barn. Should the ownership of the barn remain with BVSD, the City in coordination with the County and BVSD will encourage maintaining the barn with periodic maintenance. In the future, if BVSD seeks funding from the City or the County to do work on the barn, or demolish the barn, and such requested action would trigger regulations or statutes affording the SHPO or any other agency commenting authority or other involvement, such will be given to those entitled under the law at that time.

III. DURATION

This MOA will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the City may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

IV. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the City shall consult with SHPO prior to commencement of any additional work.

V. MONITORING AND REPORTING

At the end of each calendar year following the execution of this MOA until it expires or is terminated, the City shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its

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terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the City's efforts to carry out the terms of this MOA.

VI. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the City shall consult with such party to resolve the objection. If the City determines that such objection cannot be resolved, the City will:

- A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the Council. The Council shall provide the City with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the Council, signatories and concurring parties, and provide them with a copy of this written response. The City will then proceed according to its final decision.
- B. If the Council does not provide its advice regarding the dispute within the thirty (30) day time period, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the Council with a copy of such written response.
- C. The City's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the Council.

VIII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the City must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the Council under 36 CFR § 800.7. The City shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the City and SHPO and implementation of its terms is evidence that the City has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

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

RESOLUTION NO. 11-1273

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 The Child Support Enforcement Agency recommends accepting the resignation of Christine Dobrovich with the CSEA Department; effective October 21, 2011;

Therefore Be It Resolved, that the Board of County Commissioners accept the resignation of Christine Dobrovich with the CSEA Department; effective October 21, 2011.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Thompson

-Attended The Regional Planning Meeting On Thursday; Questions Being Able To Support A Pay Raise At This Time For The Regional Planning Staff

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Commissioner O’Brien
-Attended The Regional Planning Meeting On Thursday; Budget Moved Forward; Took A Vote On Granting An Extension
-The Emergency Management Agency Zombie Exercise Is Today

Commissioner Stapleton
-Budget Hearings Start Tuesday
-Asked Jon Melvin To Look Into Leasing The Northpointe Office Space

RESOLUTION NO. 11-1274

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 10:17AM.

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

RESOLUTION NO. 11-1275

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 11:20AM.

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

There being no further business, the meeting adjourned.

Ken O’Brien

Dennis Stapleton

Tommy Thompson