

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 12, 2012**

**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**

**5:00 PM Regular Session**

**6:00 PM Reconvening Of Final Public Hearing For Consideration The Peachblow Road And Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition**

**RESOLUTION NO. 12-228**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 8, 2012:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 8, 2012; 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. 12-229**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0309:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0309 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1203129	MID OHIO MECHANICAL INC	REMOVE & REPLACE BLOWERS AFTER REBUILT	66211904 - 5328	\$12,000.00	0001

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

**RESOLUTION NO. 12-230**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Administrative Services Department is requesting that Christine Shaw attend an Ohio County Archivists and Records Managers Association Meeting at the Ohio Historical Society April 13, 2012, at the cost of \$35.30 (Fund Number 10011103).

The Engineer's Office is requesting that Nate Meyer attend a Traffic Signal Level II Training Class in Toledo, Ohio May 15-16, 2012, at the cost of \$763.00 (Fund Number 29214005).

The Engineer's Office is requesting that Jim Drumm, Junior Yates, Randy Wilgus, and Mike Forman attend a Traffic Ohio County Bridges Conference and Trade Show in Mt. Sterling, Ohio April 11-12, 2012, at the cost of \$1,002.00 (Fund Number 29214005).

Environmental Services is requesting that Duane Matlack attends a Hazardous Weather and Flood Preparedness Seminar in Columbus, Ohio from May 8, 2012 to May 10, 2012 at no cost.

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Environmental Services is requesting that Joseph Amato and Joe Holbrook attend the Ohio International Association of Electrical Inspectors Annual Conference in Boardman, Ohio from May 7, 2012 to May 9, 2012 at a total cost of \$450.00 from org key 10011301.

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

**RESOLUTION NO. 12-231**

**IN THE MATTER OF APPROVING A LETTER OF ARRANGEMENT BETWEEN DELAWARE COUNTY AND THE AUDITOR OF STATE'S OFFICE:**

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

Whereas, the Delaware County Auditor recommends approval of the letter of arrangement between the Delaware County and the Auditor of State's Office;

Therefore Be It Resolved, that the Commissioners approves the letter of arrangement between the Delaware County and the Auditor of State's Office.

**February 22, 2012**

**Mr. George Kaitsa, County Auditor and County Commissioners  
Delaware County  
140 North Sandusky Street  
Delaware, Ohio 43015**

This letter of arrangement between the Delaware County, Ohio (the County) and the Auditor of State describes the nature and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the County's audit requirements.

**Summary of Services**

We will audit the County's basic financial statements as of and for the year ended December 31, 2011. We will follow U.S. generally accepted auditing standards and the Comptroller General of the United States' standards for financial audits contained in Government Auditing Standards, and the Single Audit Act Amendments of 1996, and the provisions of Office of Management and Budget (OMB) Circular A-i 33, Audits of States, Local Governments, and Non-Profit Organizations. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the County's financial position, changes in financial position, required budgetary comparisons and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We expect to deliver our report on or about June 15, 2012.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

**Engagement Team**

The engagement will be led by:

William Collier, CPA, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;

Stacie Scholl, Senior Audit Manager, who will be responsible for managing the delivery of our services to you;

Nicholas Neuerer, Audit Manager, who will be responsible for on-site administration of our services to you.

**The Auditing Process**

**Our Responsibilities:**

The Summary of Services above describes our responsibilities for the County's basic statements and other financial information.

We will plan and perform the audit to reasonably assure that the financial statements are free of material misstatement, whether caused by error or fraud. However, there are inherent limitations in auditing that prevent an

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auditor from providing absolute assurance on the fair presentation of the financial statements. For example, we may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud may exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, illegal acts may have occurred. However, our audit provides no assurance that illegal acts generally will be detected and only reasonable assurance that we will detect illegal acts directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or illegal acts that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. Government Auditing Standards defines abuse as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, Government Auditing Standards does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

**Your Responsibilities:**

Management and those charged with governance are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles.
2. Preparing supplementary information, including the Federal Awards Expenditure Schedule in accordance with the applicable criteria.
  - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
  - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.
3. Coordinating the completion of component unit audit[s] to meet the County's reporting deadlines.
4. Reporting fraud and illegal acts of which you are aware to us.
5. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
6. Designing and implementing programs and controls to prevent and detect fraud.

**You should not rely on our audit as your primary means of detecting fraud.**

**Compliance with Laws and Regulations**

**Our Responsibilities**

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the County's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

**Your Responsibilities:**

Management and those charged with governance are responsible for

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the County.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the Organization (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.

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4. Taking timely and appropriate steps to remedy fraud, illegal acts, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.

5. Providing your views and planned corrective action on audit findings we may report.

**Internal Control**

**Our Responsibilities:**

As a part of our audit, we will obtain an understanding of your County and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies.

While our audit is not designed to identify significant deficiencies, as required by Government Auditing Standards, we will prepare a written report to those charged with governance describing any significant deficiencies or material weaknesses we may detect.

**Your Responsibilities:**

Maintaining internal control over financial reporting and over compliance is management's responsibility. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

**Your Responsibility for Service Organizations:**

Service organizations are entities to which you have outsourced accounting functions. Service organizations process transactions reflected in your County's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your County uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, Reporting on Controls at a Service Organization (SSAE No. 16) discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SSAE No. 16.) Our staff can discuss SSAE No. 16 and possible monitoring controls you might use with you.

**You are responsible for informing our staff of the service organizations your County uses, and for monitoring these service organizations' performance.**

Service organizations of which we are aware are:

- Sedgwick Management, which processes your County's workers' compensation claims.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

**Additional Responsibilities and Reporting Under Circular A-133**

**Our Responsibilities:**

As OMB Circular A-133 requires, we will consider and test the County's internal control policies and procedures used in administering the federal award programs we determine to be major programs, using criteria from A-133. Based on this consideration and these tests, we will assess risk and determine the nature, timing, and extent of tests of compliance with requirements that, if not complied with, could materially affect a major federal financial assistance program's compliance.

In accordance with A-133, we will prepare the following report:

Independent Accountants' Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per Circular A-133. This report will also describe any significant deficiencies we identify relating to controls used to administer Federal award programs, and identify any significant deficiencies we determine to be material weaknesses. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

**Your Responsibilities:**

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You are responsible for identifying laws and regulations relating to Federal award programs, and for complying with them. You are responsible for compiling the Federal Awards Expenditure Schedule and accompanying notes. You are also responsible for establishing and maintaining internal control sufficient to reasonably assure compliance with laws and regulations relating to Federal award programs and controls related to preparing the Federal Awards Expenditure Schedule.

You are responsible for following up and taking corrective action on audit findings. You are also responsible for informing us of significant subrecipient relationships and vendor relationships, when a vendor is responsible for complying with Federal program requirements.

You are responsible for completing your County's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the revised electronic submission requirements effective for audit periods ending in 2008.

**Representations from Management  
Your Responsibilities**

At the conclusion of the engagement, the County's management will provide to us a representation letter that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the federal awards expenditure schedule in conformity with the applicable accounting basis;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the entity's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all component units, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net assets and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or federal awards expenditure schedule.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (Financial statements include the related footnotes and required and other supplemental information).

**Communication  
Our Responsibilities**

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Unadjusted Differences (if any) at the conclusion of our audit.

**Terms and Conditions Supporting Fee**

As a result of our planning process, the County and the Auditor of State have agreed to an approach designed to meet the County's objectives for an agreed-upon fee, subject to the following conditions.

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**Our Responsibilities:**

In providing our services, we will consult with the County regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the County will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached Amendment to Letter of Arrangement.

**Your Responsibilities:**

The County will provide in a timely manner all financial records and related information to us, an initial list of which has been [will be] furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the County is unable to provide these schedules, information and assistance, the Auditor of State and the County will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached Amendment to Letter of Arrangement.

**Confidential Information:**

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

**Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$86,531.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds in accordance with Auditor of State Bulletin 2009-011.

**Access to Our Reports and Working Papers**

Statement on Auditing Standards No. 87, Restricting the Use of an Auditor's Report (AU 532), requires our reports to disclose the following:

Our Independent Accountants' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards, and our Independent Accountants' Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133 are intended solely for the information and use of the management, those charged with governance and federal awarding agencies and pass-through entities. It is not intended for anyone other than these specified parties.

AU 532 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU 532 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion.

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**Peer Review Report**

As required by Government Auditing Standards, we have attached a copy of our most recent external quality control review report (Peer Review). The report was unqualified.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us. If you have any questions, please call Stacie Scholl, Senior Audit Manager at 1-800-443-9275.

Very truly yours, Dave Yost Auditor of State of Ohio

Mark Long, Assistant Chief Auditor Attachment

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

**George Kaitsa, Auditor**

**1) For The 19<sup>th</sup> Year In A Row Delaware County Will Receive The GFOA Award For Accounting Practices**

**2) Remarks and Thanks On the Article On The B+ Rating On Delaware County's Website**

**RESOLUTION NO. 12-232**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ARCHITECTURE! OHIO INCORPORATED FOR PLAN REVIEW SERVICES:**

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

WHEREAS, the Environmental Services Director recommends approval of the following contract with Architecture! Ohio Incorporated for non-residential plan examination services;

NOW, THEREFORE, Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Architecture! Ohio Incorporated for non-residential plan examination services:

**AGREEMENT BETWEEN DELAWARE COUNTY, OHIO  
AND ARCHITECTURE! OHIO INCORPORATED FOR PLAN REVIEW SERVICES**

This Agreement, made and entered into this 12<sup>th</sup> day of March, 2012, by and between Delaware County, Ohio through the Board of County Commissioners (hereinafter referred to as the "County") and Architecture! Ohio Incorporated, with offices at 454 East Main Street, Columbus, Ohio, 43215 (hereinafter referred to as the "Architect").

WHEREAS, the County is in need of non-residential plan examination services in the county; and

WHEREAS, the Architect, a licensed architect, will be performing architectural services and is qualified as a plans examiner; and

WHEREAS, the County desires to establish this Agreement with the Architect to provide the County plan review services;

NOW, THEREFORE, the County and the Architect, in consideration of their mutual covenants, agree as follows:

**SECTION I. BASIC SERVICES OF THE ARCHITECT**

- A. The Architect shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The Architect shall review construction documents submitted to the Delaware County Code Compliance Office for conformance with the Delaware County Building Code and the Ohio Building Code, as adopted by the State of Ohio and/or the County. Upon completion of the review, the Architect shall provide to the County an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The Architect agrees to review and return submitted drawings to the County within twelve (12) business days from the date of receipt by the Architect.
- C. The Architect shall maintain, at its own expense, copies of the necessary codes and standards required for the execution of the services of this Agreement. This shall include the text, electronic file or online access to the current version adopted by the County.
- D. The Architect shall maintain, at its own expense, professional liability insurance as required by section 153.70 of the Ohio Revised Code.
- E. Throughout the entire term of this Agreement, the Architect shall maintain, at its own expense, general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence, and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Architect

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agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Architect agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.

- F. Throughout the entire term of this Agreement, Architect agrees to maintain, at its own expense, automobile liability insurance on all vehicles used in connection with this Agreement, with a minimum coverage of Three Hundred Thousand Dollars (\$300,000) per occurrence, and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, ARCHITECT agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Architect agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- G. The Architect shall provide to the County proof of worker's compensation coverage as required by Ohio law.
- H. The Architect shall furnish its own vehicle for transportation.
- I. Architect shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. Architect shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, and local laws regarding discrimination in employment. In the event Architect is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by County, and Architect may be declared ineligible for future agreements with the County.

**SECTION II. COUNTY RESPONSIBILITIES**

- A. The County shall furnish to Architect the standard forms necessary for the execution of the services.
- B. The County shall provide to Architect clerical services necessary for the processing of the permits.
- C. The County shall provide for the pick up and delivery of construction documents.
- D. The County shall provide conference and meeting facilities for the Architect to meet with applicants in regards to the work performed by the Architect pursuant to this Agreement.
- E. The County shall use its best effort to secure release of other data held by others necessary for the Architect to perform their obligations under this Agreement.

**SECTION III. BASIS OF PAYMENT**

- A. The Architect shall be compensated based upon the following fee schedule:

Commercial plan examination - \$60/hour, minimum fee equal to one hour; includes typed written comments and administrative costs

Required meetings with County staff &/or customer - \$60/hour

Required attendance at Adjudication Hearing - \$90/hour

Reimbursable expenses – At cost

Mileage – \$0.55/mile

Pick-up & Delivery of documents - \$15/one-way trip

- B. Total payments pursuant to this Agreement shall not exceed \$24,999.99.
- C. The Architect shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the Architect's written Approval, Addendum Letter or Correction Letter.
- D. The Architect shall invoice the County monthly for services rendered through the previous month, and the County agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The Architect shall provide any additional supporting documentation upon the County's request. The County reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.



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**SECTION IV. GENERAL CONSIDERATIONS**

- A. This Agreement shall be governed by 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.
- B. The Architect shall not assign their responsibilities under this Agreement to third parties without the County's written consent.
- C. This Agreement shall commence upon the date on which the County authorizes the signing of this Agreement and shall be valid for two (2) years.
- D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Architect.
- E. Either party for convenience may terminate this Agreement without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause, provided the other party is given a reasonable opportunity to cure the alleged default.
- F. To the fullest extent permitted by law, the Architect shall indemnify, keep, save and hold harmless the County, its officers, agents, servants, and employees from and in all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any act, damage, injury, accident or occurrence of any type arising from the Architect's performance of this Agreement to the extent caused by Architect, Architect's officers, employees, agents, or any other person for whom Architect is liable. The Architect shall undertake to defend the County, at Architect's sole expense, in and from any and all actions, claims, or demands brought against the County by reason of the things stated above or any and all actions performed or taken under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the County as a result of actions under or as a result of the performance of this Agreement, including but not limited to attorney's fees.
- G. No employee of the Architect shall at any time be considered an agent or employee of the County. The Architect shall be considered an independent contractor and shall be responsible for the payment of all salary, benefits, insurance, workers compensation, taxes, and withholdings for its employees.
- H. 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 any prior, concurrent, or future breach, unless said waiver expressly states an intention to waive another specific term or provision or breach.
- I. Architect states and agrees that the individual(s) who, on behalf of the Architect, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of Architect and are authorized to and have authority to enter this Agreement on behalf of Architect and by so signing have authority to bind and do(es) bind Architect to any and all terms of this Agreement.
- J. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.
- K. The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- L. This document represents the entire Agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.
- M. Architect certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- N. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering,**

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**proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

**RESOLUTION NO. 12-233**

**IN THE MATTER OF APPROVING A NO BUILD AND DRAINAGE EASEMENT VACATION FOR LOT 514 SAGE CREEK SECTION 3 SUBDIVISION, PHASE B, BERKSHIRE TOWNSHIP, DELAWARE COUNTY, OHIO, (PLAT CABINET 3, PAGE 253):**

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

Whereas, available for your approval is a resolution vacating a portion of a no build and drainage easement for Lot 514 of Sage Creek Section 3 Subdivision, Phase B, and

Whereas, since the time of the recording of the plat for this project, it has been determined that a portion of the original no build and drainage easement that crosses Lot 514 in Sage Creek Section 3, Phase B Subdivision is no longer required after further evaluation of the site, and

Whereas, The Engineer is, therefore, requesting that the easement as described in the description be vacated:

**Drainage Easement Vacation**

The Engineer has received a request from Trenton Land Company, owner of Lot 514 Sage Creek Section 3, Phase B Subdivision, Berkshire Township, also described as the area lying north of Sweet Clover Lane and west of Sage Creek Drive, to vacate the original no build and drainage easement on the Sage Creek Section 3, Phase B subdivision plat that crosses said Lot 514. This easement, as described in the attached exhibits, is located within said Lot 514 as depicted in Plat Cabinet 3, Page 253, Recorder’s Office, Delaware County, Ohio. After further evaluation of the site, it was determined that the no build and drainage easement that crosses Lot 514 is no longer required. Therefore, The Engineer requests your approval to vacate this easement and to include a marginal reference on Plat Cabinet 3, Page 253 of this action to vacation this easement

**DESCRIPTION OF A 0.090 ACRE NO BUILD AND DRAINAGE EASEMENT VACATION AREA LYING NORTH OF SWEET CLOVER LANE AND WEST OF SAGE CREEK DRIVE**

Situate in the State of Ohio, County of Delaware, Township of Berkshire, lying in Farm Lot 24, Quarter Township Four, Township 4, Range 17, United States Military Lands, being a strip of land on, over and across the No-Build Area and Drainage Easement located on Lot 514 of SAGE CREEK SECTION 3 PHASE B, of record in Plat Cabinet 3, Page 253, records of the Recorder’s Office, Delaware County, Ohio and being bounded and more particularly described as follows:

Beginning, for Reference at the northwest corner of said Lot 514;

Thence South 02° 19’ 38” West, a distance of 40.01 feet, along the westerly line of said Lot 514, to a point;

Thence across said Lot 514, the following seven (7) courses and distances:

- 1) South 86° 32’ 13” East, a distance of 70.00 feet, 40 feet southerly from, and parallel to, the north line of said Lot 514, and along a southerly line of the No-Build Area and Drainage Easement, to a point;
- 2) South 19° 19’ 37” East, a distance of 49.80 feet, continuing along a southerly line of the No-Build Area and Drainage Easement, to the **Point of True Beginning**;
- 3) North 87° 43’ 16” East, a distance of 132.61 feet, across said No-Build Area and Drainage Easement, to a point;
- 4) South 00° 08’ 49” West, a distance of 29.40 feet, continuing across said No-Build Area and Drainage Easement, to a point on the southerly line of said No-Build Area and Drainage Easement and at the northwesterly corner of a 20 feet wide Drainage Easement;
- 5) South 74° 38’ 48” West, a distance of 56.73 feet, along the southerly line of said No-Build Area and Drainage Easement, to a point;
- 6) North 68° 20’ 33” West, a distance of 80.00 feet, continuing along the southerly line of said No-Build Area and Drainage Easement, to a point;

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- 7) North 19° 19' 37" West, a distance of 10.20 feet, continuing along the southerly line of said No-Build Area and Drainage Easement, to the **Point of True Beginning**, containing 0.090 acres, more or less.

The bearings in the above description are based on the bearing of South 86° 32' 13" East for the northerly line of Lot 514, of record in Plat Cabinet 3, Slide 253, Recorder's Office, Delaware County, Ohio. **LANDMARK SURVEY GROUP, INC.,** Scott D. Grundei, P.S., Registered Surveyor No. 8047

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the No Build and Drainage Easement Vacation for Lot 514 in Sage Creek Section 3, Phase B Subdivision, Berkshire Township, Delaware County, Ohio (Plat Cabinet 3, Page 253).

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

**RESOLUTION NO. 12-234**

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton 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
U12-014	MCI Communication Services	Green Meadows Drive South	Bury fiber optic cable
U12-015	Frontier Communications	Lewis Center Road	Trench and bore cable

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

**RESOLUTION NO. 12-235**

**IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2011:**

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

**Certification of Highway Road Mileage**

Available is the 2011 County Highway Road Mileage Certification as issued by ODOT annually. This certification is used by ODOT to determine the net increase or decrease in the County's actual highway mileage. The following is a summary of how ODOT determined the mileage as of December 31, 2011:

- The road mileage as certified by the Board of Commissioners for the year ending December 31, 2010 was 334.151 miles
- An increase of 0.050 miles was realized in the recalculation of the length of Peachblow Road
- A decrease of 0.090 miles was realized in the realignment of Home Road where it enters into the Powell Corporation limits
- A decrease of 0.050 miles was realized due to a change in ODOT's method used to calculate road length of split jurisdiction roads

The above listed changes netted a decrease of 0.090 miles to the total mileage from 2010 for a total of 334.061 as of December 31, 2011.

Therefore, to certify to ODOT that we concur with their calculations of the actual mileage of County roads for the year 2011, I respectfully request your signature on the attached form as provided by ODOT. Respectfully submitted, Chris Bauserman, P.E., P.S., Delaware County Engineer.

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

**RESOLUTION NO. 12-236**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE AND TIME FOR THE PROJECT KNOWN AS DEL-CR 10-5.20 SOUTH OLD STATE ROAD CULVERT REPLACEMENT PROJECT:**

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

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement known as DEL-CR 10-5.20 South Old State Road Culvert Replacement Project, which includes the replacement of a structurally deficient 60" conduit with a 52" x 91" conduit Type A 70704 with headwalls, including minimal reconstruction of roadway approaches, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$111,000,

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

Section 1: The plans, specifications and estimates for the project known as DEL-CR 10-5.20 South Old State Road Culvert Replacement Project are hereby approved, and;

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

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, April 3, 2012, at which time they will be publicly opened and read aloud, for the project known as:

DEL-CR 10-5.20  
South Old State Culvert Replacement Project

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-CR 10-5.20". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the Delaware County Engineer, 50 Channing Street, Delaware, OH 43015. Cost for printed copies of each set of plans and specifications is \$20, and the cost is non-refundable. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer through the County Engineer's ebids website or in person at the time of purchasing plans and specifications.

The Owner requires that all work associated with the project be completed before May 25, 2012. The estimated commencement of work date is April 16, 2012.

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

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

Delaware Gazette Advertisement Dates:  
March 16, 2012  
March 23, 2012

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

**RESOLUTION NO. 12-237**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING THE BID DATE AND TIME FOR THE PROJECT KNOWN AS 2012-13 ROADSIDE MOWING:**

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

Whereas the County Engineer recommends approval of the bid specifications and bid opening date and time for the project known as 2012-13 Roadside Mowing;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the bid specifications and bid opening date and time for the project known as 2012-13 Roadside Mowing;

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**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, April 3, 2012, at which time they will be publicly opened and read aloud, for the project known as 2012-13 Roadside Mowing Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2012-13 Roadside Mowing".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The prices of this contract shall be in effect from May 1, 2012 to November 15, 2013. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

Delaware Gazette  
March 16, 2012  
March 23, 2012

**SPECIFICATIONS  
2012-13 Roadside Mowing  
Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to perform roadside mowing at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County").

Bidder agrees to perform roadside mowing under this contract promptly as requested by the Owner. Failure to complete roadside mowing within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**TERM OF CONTRACT**

This contract shall be in effect from May 1, 2012 to November 15, 2013. The County reserves the right to cancel the contract at any time, in the best interest of the County.

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

**RESOLUTION NO. 12-238**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING THE BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS 2012 ASPHALT MATERIALS:**

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

Whereas the County Engineer recommends approval of the bid specifications and bid opening date and time for the project known as 2012 Asphalt Materials;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the bid specifications and bid opening date and time for the project known as 2012 Asphalt Materials;

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**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, April 3, 2012, at which time they will be publicly opened and read aloud, for the project known as 2012 Asphalt Materials Material Supply Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2012 Asphalt Materials".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. Plans and specifications may also be downloaded, free of charge, from the Delaware County Engineer's website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer's Office in person or through the website.

The prices of this contract shall be in effect from May 15, 2012 to November 15, 2012. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Prices for all materials shall also be made available for cooperative purchasing by the 18 Townships within Delaware County, the Delaware County Preservations Parks District, and Delaware Soil and Water Conservation District.

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

Delaware Gazette Advertisement Dates:  
March 16, 2012  
March 23, 2012

**SPECIFICATIONS  
2012 Asphalt Materials  
Material Supply Contract  
Delaware County, Ohio**

**GENERAL**

This contract is an agreement to furnish the materials listed in the bid blank at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to furnish any materials ordered under this contract promptly as requested by the Owner. Failure to furnish such materials within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

**COOPERATIVE PURCHASING PROGRAM**

The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- All 18 Townships within Delaware County
- Delaware County Preservations Parks District
- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

**NON EXCLUSIVE AWARD**

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

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**TERM OF CONTRACT**

This contract shall be in effect from May 15, 2012 to November 15, 2012. The County reserves the right to cancel the contract at any time, in the best interest of the County.

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

**RESOLUTION NO. 12-239**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE OHIO COUNTYWIDE EMS SYSTEM DIRECTOR’S MEETING:**

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, on March 14<sup>th</sup>, 2012, Delaware County EMS is hosting a day long meeting of EMS Directors for Countywide EMS Agencies from around the State of Ohio, to be held in the training room at Berlin Township Fire Station 390 / DCEMS Station 10.

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. That the Delaware County Board of Commissioners hereby authorizes the use of county funds in an amount not to exceed \$200.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for the Countywide EMS Agency Meeting at Station 390 / Station 10.

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

**RESOLUTION NO. 12-240**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR SETTLEMENT FEES:**

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

<b>Supplemental Appropriation</b>			
50311120-5375	Bond Retirement Tartan Fields/Settlement Fees	\$	50.00
40311431-5375	O'Brien Ditch/Settlement Fees	\$	75.00

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

**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner O’Brien**  
-No Reports  
-Family Children’s First Council Meeting Later

**Commissioner Thompson**  
-No Reports

**Commissioner Stapleton**  
-No Reports

**RESOLUTION NO. 12-241**

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 5:32PM.

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

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**RESOLUTION NO. 12-242****IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 6:05PM.

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

**RESOLUTION NO. 12-243****6:00PM RECONVENING FINAL HEARING FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to reconvene the hearing at 6:05PM.

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

**RESOLUTION NO. 12-244****IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**RESOLUTION NO. 12-245****IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to close the hearing at 7:25PM.

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

**RESOLUTION NO. 12-246****IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DRAINAGE IMPROVEMENT PETITION PROJECT:**

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

Whereas, on January 22, 2009, a Drainage Improvement Petition for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on May 18, 2009 with Resolution 09-595 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project, and

Whereas, on Monday November 7<sup>th</sup>, 2011 and Monday March 12, 2012, the Board held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:



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The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

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. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

**RESOLUTION NO. 12-247**

**IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE PEACHBLOW ROAD AND CONNER LANE WATERSHED (MIDWAY GARDENS) DITCH PROJECT:**

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

Whereas, the Board on Monday the 7<sup>th</sup> day of November 2011 and Monday March 12, 2012 held a final public hearing and with resolution NO. 12-246 found affirming order for The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project; and

Whereas, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby approves The Peachblow Road and Conner Lane Watershed (Midway Gardens) Drainage Improvement Petition Project assessments prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the water shed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, and

FURTHER BE IT RESOLVED, That the Board fixes 10:30AM on the 1st day of May, 2012 as the date and time for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio, and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will up front the remaining cost of the Construction and Commissioners will no longer borrow the money.

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

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 12, 2012

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners