

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 14, 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**

RESOLUTION NO. 12-464

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 10, 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 May 10, 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

Commissioner Stapleton Introduced Rachel Miser, A Doctorial Student From The University Of Dayton. Ms. Miser Is Working On An Educational Leadership Dissertation And Is Following And Interviewing Local Government Officials

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-465

IN THE MATTER OF PROCLAIMING MAY 2012 AS FOSTER CARE MONTH IN DELAWARE COUNTY:

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

Whereas, there is nothing more precious to our county than the healthy growth and development of our youth, who will determine the future and direction of the county; and

Whereas, the family, serving as the primary source of love, identity, self esteem and support, is the very foundation of our communities and our county; and

Whereas, in Delaware County there are 30 youth in foster care being provided for in a safe, secure and stable home environment; and

Whereas, Foster Families have opened their homes and expressed loved and security to these children and have supported their birth families in meeting the goals necessary to reunify parents and children; and

Whereas, the success of Delaware's County foster care program depends upon the dedication of these citizens who choose to be part of the foster care network; and

Whereas, Foster Care Month is an appropriate opportunity to thank the families who take an often thankless responsibility of providing a home and family to children in need of affection, love and security and to support the efforts of those who dedicate their time to children in, and leaving, foster care;

NOW THEREFORE BE IT RESOLVED THAT, the Board Of Commissioners of Delaware County do hereby proclaim May 2012 as Foster Care Month in Delaware County and we encourage citizens to volunteer their talents and energies on behalf of children in foster care, foster parents and the child welfare professional staff working in our county this month and throughout the year.

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

RESOLUTION NO. 12-466

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IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0511:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0511.

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

RESOLUTION NO. 12-467

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Fred Fowler attend a Managing Floodplain Development through the National Flood Insurance Program Course in Columbus, Ohio on June 12 - 15, 2012 at no cost.

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

RESOLUTION NO. 12-468

IN THE MATTER OF A STOCK TRANSFER FOR THE LIQUOR LICENSE FOR THOMAS AND KING INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees of a stock transfer for the Liquor License of Thomas And King INC. for the D5 and D6 permits located at 9762 Sawmill Parkway Liberty Township Powell, Ohio 43065, and

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

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

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

RESOLUTION NO. 12-469

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR LOT 4627 WEDGEWOOD PARK SECTION 2, PHASE A SUBDIVISION, LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO, (PLAT CABINET 3, SLIDES 446-446G):

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 drainage easement for Lot 4627 of Wedgewood Park Section 2, Phase A Subdivision, and

Whereas, since the time of the recording of the plat for this project, it has been determined that a portion of the original drainage easement that crosses Lot 4627 in Wedgewood Park Section 2, Phase A is in conflict with the placement of the garage desired by the owner of Lot 4627 in Wedgewood Park Section 2, Phase A, 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 David B. and Rebecca Swartz, owners of Lot 4627 Wedgewood Park Section 2, Phase A Subdivision, Liberty Township, commonly known as 9533 Sunset Drive, Powell, Ohio 43065, to vacate a portion of the original drainage easement on the Wedgewood Park Section 2, Phase A Subdivision plat that crosses said Lot 4627. The portion of the easement as described on the attached exhibits is located within said Lot 4627 as depicted in Plat Cabinet 3, Slides 446-446G, Recorder's Office, Delaware County, Ohio. The portion of the original drainage easement that crosses Lot 4627 is in conflict with the placement of the garage desired by the owners of Lot 4627. The owners have granted a new drainage easement within Lot 4627 which contributes to the functionality of the storm sewer as well as permits the owners to place their garage where desired. This new drainage easement was granted within Lot 4627 and was recorded in the Recorder's Office on May 1, 2012. Therefore, the Engineer requests your approval to vacate this portion of the easement and to include a marginal reference on Plat Cabinet 3, Slides 446-445G of this action to vacate this portion of this easement.

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**PARTIAL RELEASE OF 5' DRAINAGE EASEMENT
0.020 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in part of Lot 4627, in Wedgewood Park Section 2, Phase A, as delineated and recorded in Plat Cabinet 3, Slides 446-446G, and currently owned by David B. and Rebecca Swartz in Official Record 1093, Page 2730 and more particularly described as follows:

Beginning, at a point in the east line of said Lot 4627, said point being North 13°51'23" West 47.09 feet from the southeast corner of said Lot 4627;

Thence the following three courses across said Lot 4627;

North 86°42'42" West 173.30 feet, parallel with and 45 feet north of the south line of said Lot 4627;

North 03°17'18" East 5.00 feet, to a point;

South 86°42'42" East 171.76 feet in the north line of an existing 30 foot wide Utility and Drainage easement, parallel with and 50 feet north of the south line of said Lot 4627 to a point in the east line of said Lot 4627;

Thence South 13°51'23" East 5.23 feet, to the place of beginning, containing 0.020 acres more or less.

Basis of bearings from Plat Cabinet 3, Slides 446-446G on the South line of Lot 4627, being North 86°42'42" West. A survey of the above described premises was done by Robert T. Patridge Jr., P.S. 7462, in April, 2012.

All referenced documents are on file at the Delaware County Recorder's Office, Delaware, Ohio.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Lot 4627 in Wedgewood Park Section 2, Phase A Subdivision, Liberty Township, Delaware County, Ohio (Plat Cabinet 3, Slides 446-446G)

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

RESOLUTION NO. 12-470

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE BOARD OF ELECTIONS:

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

Whereas, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

Whereas, the appointing authority for the procurement card being the Delaware County Board of Elections has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2); and

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder; and

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Delaware County Board of Elections; and

Now Therefore be it resolved,

1. That the Delaware County Board of Elections authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Delaware County Board of Elections
Office/Department:	Board of elections
Daily spending per card:	\$2,500.00
Monthly spending per card:	\$5,000.00
Single transaction limit:	\$2,500.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

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Name on Card: Josh S. Pedaline
Department Coordinator: Brenda Manley

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

RESOLUTION NO. 12-471

IN THE MATTER OF APPROVING A SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BENCHMARK LANDSCAPE CONSTRUCTION, INC. FOR HAYES BUILDING LANDSCAPING SERVICES:

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

Whereas, the Facilities Supervisor recommends approval of the contract between the Delaware County Board of Commissioners and Benchmark Landscape Construction, Inc. for Hayes Building Landscaping Services;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with Benchmark Landscape Construction, Inc. for Hayes Building Landscaping Services.

**SERVICES CONTRACT WITH BENCHMARK LANDSCAPE CONSTRUCTION, INC.
HAYES BUILDING LANDSCAPING SERVICES**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 14th day of May, 2012 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Benchmark Landscape Construction, Inc., 9600 Industrial Parkway, Plain City, Ohio 43064 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Facilities Supervisor as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, landscaping services in accordance with the Contractor’s Proposal (consisting of pages 1–5), which is attached hereto. To the extent that the terms set forth in this Agreement conflict with the terms stated in the Proposal, the terms set forth in this Agreement shall govern. Specifically, the Proposal provisions on Page 5 titled “Delinquent Payment/Interest” and “Governing Law and Forum” are hereby deleted and shall have no force and effect. Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 – Compensation

The County shall pay the Contractor for the services provided in accordance with Contractor’s Proposal in the total sum of Ten Thousand Six Hundred Sixty-Three Dollars and Zero Cents (\$10,663.00) annually.

Section 5 – Payment

Compensation shall be paid based on invoices in accordance with the Proposal. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of this Agreement until December 31st, 2013 or until the services have been completed, whichever occurs first.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds

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with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.

- 7.5 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability and Warranties

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to

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be effective and to be complied with.

11.7 Homeland Security: Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/non assistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

11.8 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

11.9 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

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

RESOLUTION NO. 12-472

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GREENS AT NORTHSTAR PHASE 3 PART 2:

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

Whereas, the construction of new sanitary sewers at the Greens at Northstar Phase 3 Part 2 have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider’s agreement; and

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

Greens at Northstar Phase 3 Part 2	251’ feet of 8- inch sewer	\$13,839.00
	1-manhole	\$1,800.00

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

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

RESOLUTION NO. 12-473

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR NORTH ORANGE SECTION 3, PHASE 2, PART B:

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

Whereas, the Director of Environmental Services recommends approval of the sanitary subdivider’s agreement for North Orange Section 3, Phase 2, Part B;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for North

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Orange Section 3, Phase 2, Part B.

North Orange Section 3, Phase 2, Part B

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

THIS AGREEMENT executed on this 14th day of May 2012, by and between **BOB WEBB PARK PLACE, LLC** SUBDIVIDER, as evidenced by the **NORTH ORANGE SECTION 3, PHASE 2, PART B** Subdivision Plat to be 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 BOARD OF COUNTY COMMISSIONERS per Resolution 05-895, previously executed an agreement with the SUBDIVIDER on July 5, 2005, for the Subdivision then known as North Orange Section 3, Phase 2, Part B. Pursuant to, or affiliated with, the aforementioned agreement:

1. Payment of 50% of the capacity charges for 52 equivalent single family residential connections was paid by the SUBDIVIDER on 9/30/2005.
2. A surcharge of \$1,049.60 for 52 equivalent single family residential connections was paid by the SUBDIVIDER on 9/30/2005.
3. An inspection fee deposit in the amount of \$14,625.00 for the sanitary sewers for North Orange Section 3, Phase 2, Part B was paid to the COUNTY on 5/17/2005.
4. A portion of North Orange Section 3, Phase 2, Part B, bordered by Abbot-Downing Blvd to the North, North Orange Section 3, Phase 1 to the east, and a ravine north of Quarter Way was platted on 11/17/2005 as "North Orange Section 3, Phase 2, Part C." North Orange Section 3, Phase 2, Part C is comprised of 31 platted lots numbered 7015 through 7045.
5. Therefore, North Orange Section 3, Phase 2, Part B, will only consist of 21 platted lots, numbered 62 through 82 on the approved construction plans for North Orange Section 3, Phase 2.
6. Construction of the sanitary sewer main for the originally planned North Orange Section 3, Phase 2, Part B (prior to its split into the additional Part C) was completed by an approximate date of 6/15/05.
7. According to the COUNTY'S records, \$3,253.50 remains in the unused inspection fee account for the originally planned North Orange Section 3, Phase 2, Part B. This sum of \$3,253.50 can be used for any additional inspections that need to take place prior to final acceptance of the sewer and signing of the plat for North Orange Section 3, Phase 2, Part B.
8. A 5 year maintenance bond for North Orange Section 3, Phase 2, Part B (prior to its split into the additional Part C) was provided by the SUBDIVIDER and was signed, sealed and delivered on 9/28/2005.
9. The 5 year maintenance bond for North Orange Section 3, Phase 2, Part B (prior to its split into the additional Part C) expired on 9/28/2010 and was returned by the COUNTY to the SUBDIVIDER.
10. Although the original 5 year maintenance bond was returned, there is uncertainty as to whether or not all service laterals for North Orange Section 3, Phase 2, Part B have been installed, including the offsite lateral to the property shown on the plans as belonging to Ronald and Deborah Hopper.
11. There are 2 properties shown on the plans as belonging to Andrew J. Syrkin, both recorded under Deed Book 638, Page 645. The easternmost of these 2 properties, which is east of the 24" trunk sewer, is erroneously labeled as such and would have needed to have a different property owner and Deed Book Reference to be correct. Regardless, the sanitary sewer lateral that was intended for the easternmost property shown as owned by Andrew J. Syrkin will not be required to be installed because that property has previously tapped into County sewer via a different route. This tap can be referenced under permit number 04-1388.

In addition to the uncertainty of the installation of the aforementioned laterals, the storm sewer, street, water, and other associated improvements for the subdivision were not completed within the 5 year maintenance period. Due to these non-completions, and as mentioned previously, the subdivision plat for North Orange Section 3, Phase 2, Part B has not been recorded by the County Recorder nor signed by the SANITARY ENGINEER. The COUNTY understands the SUBDIVIDER now wishes to complete North Orange Section 3, Phase 2, Part B by performing the aforementioned storm sewer, street, water, and other associated improvements.

In order to approve the sewers and sign the plat for North Orange Section 3, Phase 2, Part B, the DELAWARE COUNTY SANITARY ENGINEER is requiring, and the SUBDIVIDER agrees to, the following:

1. SUBDIVIDER shall provide confirmation that all service laterals on the approved plans have been installed.
2. The installed sewer for North Orange Section 3, Phase 2, Part B, and the portion of the installed sewer for North Orange Section 3, Phase 1 which is located in the area yet to be platted shall be re-inspected by the County.
3. All defects and deficiencies found in this inspection shall be repaired by the SUBDIVIDER at the SUBDIVIDER'S sole expense.
4. The SUBDIVIDER shall submit a new 5 year maintenance bond to the COUNTY.

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

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the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said inspection account.

At such time as said inspection account, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his/her staff has been depleted to an amount of \$600.00 or less, the SUBDIVIDER shall make an additional deposit of \$600.00 to said account. 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 future re-inspection at the completion of the 5 year maintenance period.

The remaining capacity charge for the lots 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.

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.

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 and record all necessary easements or rights-of-way required to complete and maintain 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.

ACCEPTANCE OF THE SEWER

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

- (1) Any information found to be different than shown on the County's current "as built" drawings shall be provided on updated as-built drawings. Updated as-builts for the IMPROVEMENTS 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 itemized statement showing the cost of IMPROVEMENTS
- (3) A 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.
- (4) Documentation of the necessary sanitary easements

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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, which is **\$8,890.00** based on previously submitted cost estimates.

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.

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

RESOLUTION NO. 12-474

IN THE MATTER OF SETTING THE BID OPENING DATE AND TIME FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT'S CONCRETE DRYING SLAB PROJECT:

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

SEALED BIDS for CONCRETE DRYING SLAB will be received by the County of Delaware, Ohio at the Office of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, until 2:00 o'clock PM local time Friday, June 8, 2012, and then at said Office publicly opened and read aloud.

The Bidder shall furnish all labor and material to install the concrete drying slab at the Olentangy Environmental Control Center located at 10333 Olentangy River Road, Powell, Ohio 43065.

THE CONTRACT DOCUMENTS may be examined at the following locations:

Delaware County Sanitary Engineer
50 Channing Street
Delaware, Ohio 43015

A CD containing plans, specifications, bid forms and contract documents in PDF format may be obtained at the office of the Delaware County Sanitary Engineer free of charge.

Each bidder is required to furnish with its bid, a Bid Guaranty and Contract Bond 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 Board of County Commissioners reserves the right to reject any and all BIDS, and/or to award to the lowest and best BIDDER. Each BID must contain the full name of every person or company interested in the same.

Engineer's Estimate is \$92,500.00

The Bid will be advertised May 18, May 25, June 1.

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

RESOLUTION NO. 12-475

IN THE MATTER OF RE-APPOINTING MICHELLE BLANK TO THE DELAWARE COUNTY PUBLIC DEFENDER COMMISSION:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") is responsible for making appointments from the public to various boards, councils and committees; and

WHEREAS, pursuant to section 120.13 of the Revised Code, the Board of Commissioners shall appoint to the Delaware County Public Defender Commission; and

WHEREAS, the Board has determined to re-appoint Michelle Blank to the Delaware County Public Defender Commission; and

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WHEREAS, the appointee is an attorney licensed to practice law in the State of Ohio, in accordance with section 120.13 of the Revised Code;

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

Section 1. Michelle Blank is hereby appointed to the Delaware County Public Defender Commission to fill an unexpired four-year term that commenced May 8, 2012 and ends May 7, 2016.

Section 2. The appointment made herein shall take immediate effect upon adoption of this Resolution.

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

RESOLUTION NO. 12-476

**IN THE MATTER OF AUTHORIZING THE COUNTY RISK SHARING AUTHORITY
APPLICATION FOR THE SURETY BOND FOR FINANCIAL RESPONSIBILITY FOR
UNDERGROUND STORAGE TANKS:**

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

**County Risk Sharing Authority
Application for
SURETY BOND
Financial Responsibility for Underground Storage Tanks**

- 1. County: Delaware
- 2. Address: 10 Court Street Delaware, Ohio 43015

Contact Person: Cindi Blair
(Person completing application) Phone: 740-833-2124 Fax: 740-833-2119
- 3. Amount of Deductible \$11,000.00
(for State Financial Assurance Fund)
- 4. List below location of all owned or operated tanks, and number of tanks at each location.
Facility Name /Address Number of Tanks
(for list see performance bond listed below)

Indemnity Agreement:

The undersigned applicant hereby request CORSA to become surety for the above applicant for a Financial Guarantee Bond. The undersigned certify to the truth of all statements in the application and agrees:

- 1. The Undersigned will pay over, reimburse and make good to CORSA all money, including attorney fees and/or expenses, which CORSA shall pay, or cause to be paid or become liable to pay by reason of the execution of this bond.
- 2. CORSA shall have the right to handle or settle any claim or suit arising out of or related to this agreement and/or bond.
- 3. This Indemnify Agreement shall become null and void should the County decide to terminate their membership with CORSA.

Signed and Dated this 14th day of May, 2012.

County: Delaware

By:

Name and Title: _____
Name and Title: _____
Name and Title: _____

Return application to:
Tricia Callihan
CORSA
209 East State Street
Columbus Ohio 43215-4195

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All underground storage tanks (UST) in Ohio must be registered with BOTH the Bureau of Underground Storage Tank Regulation (BUSTR) AND the Petroleum UST Release Compensation Board.

BUSTR Ohio Department of Commerce, Division of State Fire Marshall 6606 Tussing Rd., Reynoldsburg, OH 43068, (614) 752-7095 Toll Free: 877-264-0023, www.com.state.oh.us/odoc/sfm/bustr

All UST owners are invoiced for registration fees in late April of each year. Public entities are exempt from paying annual registration fees but MUST file registration form annually. Forms are due by July 1.

- Petroleum UST Release Compensation Board
50W. Broad St., Ste 1500, P0 Box 163188, Columbus, OH 43216-3188 (614) 752-8963
800-224-4659 www.petroboard.com.

Responsible for collecting fees from all UST owners and maintaining a fund from which UST spill/leak clean-up costs may be paid (coverage). Statements mailed May 1 of each year to all UST owners. Fees are due by July 1, after which penalties accrue and coverage is terminated.

The Petroleum UST Release Compensation Board offers UST owners a choice of two deductibles for UST spill/leak clean-up coverage.

Under seven UST's - owner can select deductible of \$1,000 or \$55,000
Seven or more UST's - deductible is \$55,000

- All UST owners MUST show financial responsibility for the amount of the deductible. Several methods of demonstrating financial responsibility are allowed by the regulations, including a surety bond. Ohio Administrative Code (OAC) rule 1301:7-9-05. A fact sheet on the financial responsibility guidelines is available from the BUSTR web site, click on "Downloads" and scroll down to "Corrective Actions".

CORSA can provide the UST financial responsibility surety bond for member counties at no additional cost.

Counties must complete and return a separate CORSA application to obtain this coverage. Specific information on the location of all tanks is required.

Counties remain responsible for registering their UST's with BOTH BUSTR and the Petroleum UST Release compensation Board - AND paying all fees required by these two agencies.

**CORSA
The County Risk Sharing Authority
Performance Bond**

Date Bond Executed: 5/1/2009
Period of Coverage: 5/1/2009 - 5/1/2012

Principal: Board of Commissioners of Delaware County
10 Court St., 2nd Floor
Delaware, OH 43015

Type of Organization: County Government

Surety: County Risk Sharing Authority
209 East State Street
Columbus Ohio 43215

Scope of Coverage:

The coverage guaranteed herein is for taking corrective action and compensation third parties for bodily injury and property damage caused by accidental releases from operating the underground storage tank.

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Facility Name/Address	Number of Tanks
Delaware County Service Center 1405 US 23 North Delaware, OH 43015	Two
Delaware County Engineers 50 Channing St. Delaware, OH 43015	Three
Olentangy Environmental Con. 10333 Olentangy River Rd. Powell, OH 43065	One

Penal Sums of Bond:
Per Occurrence: \$11,000
Annual Aggregate: \$ 11,000
Bond Number: CO-0300

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-No Additional Comments

Commissioner Thompson
-On Friday, Attended A Strand Theater Board Meeting

Commissioner Stapleton
-Delaware City Arts Festival Is This Weekend
-Major League Lacrosse Team, Ohio Machine, Game On Saturday At Ohio Wesleyan University
-Work Session Later Today
-Will Report On MORPC Meetings On Thursday

RESOLUTION NO. 12-477

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:04AM.

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

RESOLUTION NO. 12-478

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:47AM.

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

*Due to a prior commitment, Commissioners Stapleton was not present for the adjourning of executive session.

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

- 1) Cheryl Staron**
Ohio Regional Development-Annual Fair Housing Presentation

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2) The Economic Development Department

-Request To Use The RLF And Program Income To Fund A Home Repairs Program For 2012

-Discussion On The Formula 2012 Grant Projects

3) Tiffany Jenkins, Director of Environmental Services

-Possible Fence Installation On Easement; Re: Lower Scioto

4) Letha George, Assistant County Administrator and Tim Hansley, County Administrator

-Interest Rates On County Debt

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners