

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2013**

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
Gary Merrell, Commissioner**

RESOLUTION NO. 13-13

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 3, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 3, 2013; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RETIREMENT TRIBUTE; FRAN VEVERKA HEALTH COMMISSIONER

RESOLUTION NO. 13-14

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Joyce Bowens attend a General Ohio Child Support Director Association Membership Meeting in Columbus, Ohio January 10-11, May 9, September 12 and November 7, 2013 at no cost.

The EMS Department is requesting that Steven Roberts attend Incident Response to Terrorist Bombings Training in New Mexico on February 5-9, 2013; at no cost.

The Commissioners' Office is requesting that Commissioners Stapleton, O'Brien and Merrell, Teri Morgan, Tim Hansley, Dawn Huston, and Gus Comstock attend the Delaware Area Chamber of Commerce Annual Meeting in Lewis Center, Ohio, Thursday, January 31, 2013, at the cost of \$420.00 (Fund Number 10011101).

The Commissioners' Office is requesting that Commissioners O'Brien, Stapleton, and Merrell, Teri Morgan, and Gus Comstock attend the Delaware Area Chamber of Commerce Third Thursday Lunch Meeting at the Council for Older Adults, Thursday, January 17, 2013, at the cost of \$75.00 (Fund Number 10011101).

The Commissioners' Office is requesting for Commissioners Merrell, Stapleton, and O'Brien, Tim Hansley, Gus Comstock and Teri Morgan to attend the Third Thursday Delaware Chamber of Commerce Meetings in Delaware, Ohio, on various third Thursdays in 2013, at the cost of \$900.00 (Fund Number 10011101).

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

RESOLUTION NO. 13-15

IN THE MATTER OF AMENDING BY SUBSTITUTION A SANITARY SUBDIVIDER'S AGREEMENT FOR OLENTANGY CROSSINGS SECTION 6:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") approved a Sanitary Subdivider's Agreement for Olentangy Crossings Section 6 (the "Development") on August 30, 2012 via Resolution No. 12-

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871; and

WHEREAS, the developer has requested to split the Development into two phases; and

WHEREAS, the Sanitary Engineer has approved a change order to split the Development into two phases; and

WHEREAS, the original Sanitary Subdivider's Agreement needs to be amended by substitution with the following Agreement for Phase 1, reflecting the approved construction plans; and

WHEREAS, the Director of Environmental Services recommends approval of the amended Sanitary Subdivider's Agreement.

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

Section 1. The Board hereby amends, by substitution, the Sanitary Subdivider's Agreement for the Development with the following:

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

THIS AGREEMENT executed on this 7th day of January, 2013, by and between M/I Homes Inc, herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the OLENTANGY CROSSINGS SECTION 6, PHASE 1 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for OLENTANGY CROSSINGS SECTION 6, PHASE 1 all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

(1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$293,217.82) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

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

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

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, 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 SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The 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, the representative's performance is deemed inadequate.

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the

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SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (\$10,262.62). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$23,457.43 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

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

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER wishes to install the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

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.

After said acceptance, the capacity charge and all applicable surcharges shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. There are 28 single family residential connections approved with this agreement.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final

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acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

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

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

Section 2. This Resolution shall take effect immediately upon adoption.

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

RESOLUTION NO. 13-16

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN A SUBORDINATION AGREEMENT WITH UNION SAVINGS BANK FOR REFINANCING OF A COMMUNITY DEVELOPMENT BLOCK GRANT 2004 FUNDED HOMEOWNER REHABILITATION:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to authorize the president to sign the agreement:

WHEREAS, Delaware County Economic Development Office filed a Third Mortgage lien on August 14, 2004, with the Delaware County Recorder's Office for \$25,945.27 to secure investment in homeowner occupied home rehabilitation of 232 Rainbow Avenue, Sunbury; and

WHEREAS, the ten year forgivable loan maintains a \$3891.79 (or 15% of the rehabilitation investment) payoff when the homeowner no longer resides at the home or transfers ownership; and

WHEREAS, the Economic Development Director and Assistant Prosecuting Attorney reviewed the Subordination Agreement and recommend signing.

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

Section 1. The president of the Board of Commissioners is authorized to sign the subordination agreement.

Section 2. The Economic Development Director will forward the agreement to the title agency and ensure the subordination agreement is recorded.

MORTGAGE SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT entered into between County of Delaware herein known as "Subordinating Lender" and Union Savings Bank, its successors and/or assigns, herein known as "Lender".

Subordinating Lender is the holder of a Mortgage from Elizabeth Krugh, a single woman, herein known as "Borrower(s)", which is dated August 11, 2003, and recorded August 14, 2003, in Volume/Instrument Number 406 Page 1026-1037 in the Delaware County Recorder's Office, State of Ohio, and described in "EXHIBIT A".

Borrower has secured a loan from Lender and has requested that Subordinating Bank subordinate the Subordinating Lender's Mortgage to mortgage lien of Lender.

THEREFORE, subordinating Bank, for a valuable consideration, the receipt of which is hereby acknowledged, does hereby subordinate its Mortgage to the mortgage lien of Lender, which lien is in the maximum amount of

Seventy Five Thousand Six Hundred Dollars and no cents (\$75,600.00).

Dated , and is recorded in Mortgage Records Instrument # _____ Volume Page , in the Delaware Recorder's Office, State of Ohio.

IN AFFIRMATION of the foregoing, Subordinating Bank has executed this instrument the ____ day of

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,2013 County of Delaware By: Printed Name: Dennis Stapleton Title: President Delaware Board of Commissioners STATE OF Ohio County of Delaware

(A Copy of EXHIBIT A is available in the Commissioners' Office until no longer of administrative value.)

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200300056652
VOL 0406 PAGE 1036 Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
08-14-2003 At 09:16 am.
MTG NO FEE .00
OR Book 406 Page 1036 - 1037

THIRD MORTGAGE

200300056652
DOTTIE
COMMISSIONERS OFFICE

KNOW ALL MEN BY THESE PRESENTS

That Elisabeth Krugh, Mortgagor-Owner-Occupant(s), of Delaware County, State of Ohio, for valuable consideration which consists of the Loan amount in the sum of \$25,945.27, the receipt of which is hereby acknowledged, grants with mortgage covenants to the County of Delaware, located in Delaware County, State of Ohio, the following real property:

Situated in the State of Ohio and County of Delaware and in the Berkshire and bounded and described as follows:

Being in Lot Number 501 of Ward Subdivision in the Village of Sunbury, Ohio, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 12, page 2091-2092, Recorder's Office, Delaware County, Ohio.

#417-144-05-061-000

Property Address: 232 Rainbow Avenue, Sunbury, Ohio

Mortgagor(s) realizing that the Loan amount secured by this mortgage is made available through Delaware County Revolving Loan Fund for the rehabilitation of the above described real property, does (do) hereby agree as follows:

- a. The mortgagor(s), owners shall keep the improvements now existing or hereafter erected on said property insured against loss by fire and windstorm by extended coverage insurance and against such other hazards and liabilities as are commonly insured against by owners of similar property in Delaware County, Ohio in reasonable amounts by companies approved by Mortgagee with mortgage clauses in said policies acceptable to and approved by the Mortgagee and to pay the premiums therefore and deliver said policies to the Mortgagee as so requested.
- b. In the event of sale or transfer of title of the property, or upon the Mortgagor(s) not continuing to rent to low-moderate income tenants at such property on a permanent basis, the terms and conditions of the note of even date herewith, must be complied with in its entirety.

This mortgage is given, upon the statutory conditions, to secure the performance of the obligations set forth in this mortgage as well as those that are set forth in the note of even date.

"Statutory Condition" is defined in Section 5302.14 of the Revised Code and provides generally that if the mortgagor, owner-occupant(s) herein performs all of the obligations secured hereby set forth in the note of even date, pays all taxes and assessments, maintains insurance against fire, and other hazards, in a sum not less than the market value of the property amount, and does not commit or suffer waste, then this mortgage shall be void.

The County may, upon approval of the Delaware County Commissioners, for other good reason or cause of unusual or unique circumstances or hardship, cancel this mortgage and note of even date.

WITNESS his/her hand on this 11 day of August 2003.

Signed and acknowledge in the presence of:

WITNESSED (2)

Dottie Brown
Dottie Brown

MORTGAGOR, OWNER-OCCUPANT

Elisabeth M. Krugh
Owners

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STATE OF OHIO- COUNTY OF DELAWARE SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared the above named Elisabeth M. Krugh mortgagor, owner-occupant(s) who acknowledge that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereonto set my hand and seal at Delaware, Ohio, this 11th day of August, 2009.

Amy J. Compton
Notary
(seal)
AMY J. COMPTON
NOTARY PUBLIC, STATE OF OHIO
NO. 85858
COMMISSION EXPIRES MAY 2, 2005

PREPARED BY: Dottie Brown
Title: Delaware County Economic Development Specialist
County of Delaware, Ohio

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

RESOLUTION NO. 13-17

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND ADVANCE OF FUNDS:

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

Transfer of Funds

From	To	
10011102-5801 Commissioners General/Transfers	20315101-4601 Data Center/Interfund Revenue	\$ 800,000.00
10011110-5801 Human Services/Transfers	22411601-4601 JFS Income Maintenance/Interfund Revenue	\$ 305,000.00
10011110-5801 Human Services/Transfers	22511607-4601 Childrens Services/Interfund Revenue	\$1,095,000.00
10011102-5801 Commissioners General/Transfers	21011113-4601 Economic Development/Interfund Revenue	\$ 287,000.00

Advance of Funds

From	To	
10011102-8500 Commissioners General/Advances Out	22111502-8400 Litter Grant/Advances In	\$ 5,000.00

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

RESOLUTION NO. 13-18 AT END OF SESSION

RESOLUTION NO. 13-19

IN THE MATTER OF amending, the presented resolution, to reflect APPROVING A TRANSFER OF FUNDS FOR DATA TRANSIT in the amount of \$42,500.0:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to amend the resolution as presented to reflect a transfer of \$42,500.00:

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Transfer of Funds

From	To	
10011102-5801	72291901-4601	
Commissioners General/Transfers	DATA/Interfund Revenue	\$ 42,500.00

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Holidays Were Great; Sales Tax, Busy Week For Committees Reports Later

Commissioner Merrell

-No Comments

Commissioner Stapleton

-No Comments

RESOLUTION NO. 13-19A

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF EMPLOYMENT; PROMOTION AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn into Executive Session at 10:00AM.

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

RESOLUTION NO. 13-20

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn into Executive Session at 10:05AM.

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

RESOLUTION NO. 13-18

IN THE MATTER OF APPROVING, AS AMENDED WITH RESOLUTION 13-19, A TRANSFER OF FUNDS FOR DATA TRANSIT:

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

Transfer of Funds

From	To	
10011102-5801	72291901-4601	
Commissioners General/Transfers	DATA/Interfund Revenue	\$ 42,500.00

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

There being no further business, the meeting adjourned.

 Gary Merrell

 Ken O'Brien

 Dennis Stapleton

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