

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2013**

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

Present:
Ken O'Brien, President
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

10:30 AM Final Hearing For The Wingate Farms Phases I & II Drainage Maintenance Petition Project

RESOLUTION NO. 13-30

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 10, 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 10, 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. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-31

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT, KEN O'BRIEN, AND VICE PRESIDENT, DENNIS STAPLETON, FOR THE YEAR 2013:

It was moved by Mr. Merrell, that in the matter of re-organization of Board of Commissioners that as President of the Board of Commissioners for the year 2013 we appoint Ken O'Brien and further Mr. Merrell moves that as Vice President of Board of Commissioners for year 2013 that we appoint Dennis Stapleton. Motion seconded by Mr. Stapleton.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-32

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0111, MEMO TRANSFERS IN BATCH NUMBERS MTAPR011:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0111, memo transfers in batch numbers MTAPR0111, and Purchase Orders as listed below:

PR Number	Vendor Name	Description	Account	Amount	Line
R1300804	MOTOROLA SOLUTIONS INC	2013 SERVICE AGREEMENT	21411306 - 5325	\$363,042.96	0001
R1300805	EATON ELECTRICAL INC	2013 SERVICE CONTRACT	21411306 - 5325	\$7,980.00	0001
R1300806	LEADS	YEARLY ACCESS FEE	21411306 - 5320	\$12,000.00	0001
R1300809	EMERGENCY COMMUNICATIONS	CODERED WEATHER ALERT	21411306 - 5320	\$27,000.00	0001
R1300809	EMERGENCY COMMUNICATIONS	CODERED REVERSE	21411306 - 5320	\$22,000.00	0002
R1300810	FOX RUN HOSPITAL	RESIDENTIAL TREATMENT	22511607 - 5342	\$20,000.00	0001
R1300811	PRIORITY DISPATCH CORP	SERVICE AGREEMENT	21411306 - 5320	\$13,000.00	0001
R1300815	WINDSTREAM CORP	SERVICE AGREEMENT	21411306 - 5325	\$15,000.00	0001
R1300816	AIR FORCE ONE INC	SERVICE AGREEMENT	21411306 - 5325	\$6,000.00	0001

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R1300817	B & C COMMUNICATIONS	SERVICE AGREEMENT	21411306 - 5325	\$22,400.00	0001
R1300818	BUCKEYE POWER SALES CO INC	SERVICE AGREEMENT	21411306 - 5325	\$12,500.00	0001
R1300819	AVIAT US INC	SERVICE AGREEMENT	21411306 - 5325	\$55,000.00	0001
R1300820	TRI COUNTY TOWER SERVICE INC	TOWER MAINTENANCE AGREEMENT	21411306 - 5325	\$10,000.00	0001
R1300821	STEPHEN CAMPBELL & ASSOC INC	RECORDER SERVICE CONTRACT	21411306 - 5325	\$13,500.00	0001
R1300822	DIGITAL DATA TECHNOLOGIES INC	SERVICE AGREEMENT	21411306 - 5320	\$16,000.00	0001

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

RESOLUTION NO. 13-33

IN THE MATTER OF SETTING A VIEWING DATE AND RESCHEDULING THE FINAL HEARING BY THE COMMISSIONERS FOR THE ROOF #397 WATERSHED AREA DRAINAGE IMPROVEMENT PETITION PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on August 2, 2010, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Roof #397 Road Watershed Area Drainage Improvement Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the drainage project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Roof #397 Watershed Area Drainage Improvement Petition Project are finalized for their review and consideration.

Therefore Be It Resolved, that **Monday February 25, 2013, at 1:30PM near the following address: 2164 N 3 B and K Rd. Sunbury OH 43074**, is hereby fixed as the time and place for the view thereon, and

Further Therefore Be It Resolved, that the Board of County Commissioners of The County of Delaware fix **Thursday February 28, 2013, at 6:00PM, at the Commissioners' Hearing Room 101 North Sandusky Street Delaware, Ohio**, as the time and place of the final hearing by the Commissioners on the report of the County Engineer. (Hearing date rescheduled from the February 11, 2013 date set with resolution 12-1414).

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

RESOLUTION NO. 13-34

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF'S OFFICE:

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

WHEREAS, various donations have been presented to the Delaware County Sheriff's Office (the "Sheriff") for the purpose of supporting the Sheriff's law enforcement and community support services; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") may accept gifts on behalf of the Sheriff, pursuant to section 9.20 of the Revised Code;

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

Section 1. The Board hereby accepts the donations to the Sheriff for the purpose of supporting the Sheriff's law enforcement and community support services, including, without limitation, the K-9 unit, the "Shop with the Sheriff" program, and "Community Education At The Fair".

Section 2. The Board hereby approves the following:

New Organization Key

10031337 Sheriff Local Funds

Supplemental Appropriations

10031337-5201 Sheriff Local Funds/General Supplies \$ 4,872.74

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10031337-5348 Sheriff Local Funds/Client Services \$13,000.00

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

RESOLUTION NO. 13-35

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND THE HARDIN COUNTY SHERIFF'S OFFICE FOR HOUSING PRISONERS FOR HARDIN COUNTY:

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

Whereas, the Sheriff's Office Staff recommends approval of the contract with Hardin County Sheriff's Office, Hardin County, Ohio;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the contract with The Hardin County Sheriff's Office, for Housing Prisoners for Hardin County:

CONTRACT FOR PRISONER HOUSING

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 14th day of January, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Delaware County"), and Hardin County Sheriff's Office, Hardin County, Ohio, 1025 South Main Street, Kenton, Ohio 43326 ("Hardin County") (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 341.12, et seq. of the Revised Code.

Section 2 - Contract Administrator

Delaware County hereby designates the Delaware County Jail Director, subject to the direction of the Delaware County Sheriff, as Administrator and agent of Delaware County for purposes of this Agreement, including commencement and suspension thereof.

Section 3— Scope

Contractee is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its prisoners. Delaware County and Contractee desire that Delaware County provide jail services to Contractee and have Contractee's prisoners incarcerated and cared for in the Delaware County Jail for such periods as may be directed by the Courts and/or Contractee.

Delaware County will receive and care for, at the Delaware County Jail, all prisoners referred by Contractee for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this Agreement. Delaware County's acceptance of prisoners is also subject to available space within the Delaware County Jail. No particular number of prisoners is deemed to be acceptable pursuant to this Agreement.

The care, control, custody and supervision of prisoners accepted by Delaware County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Delaware County Jail as adopted by the Sheriff of Delaware County, Ohio.

Upon delivery to the Delaware County Jail by Contractee of its prisoners, along with proper commitment papers, Delaware County shall accept and receive said prisoners for incarceration therein, provided however, that this Agreement imposes no obligation upon Delaware County to accept any or all such prisoners tendered by Contractee for incarceration in the Delaware County Jail when, at the discretion of the Sheriff of Delaware County, a prisoner is refused in accordance with this Agreement. It shall be the obligation of Contractee to telephone or otherwise contact the Sheriff of Delaware County, Ohio, before delivery of Contractee's prisoners to ascertain that the same will be accepted for incarceration within the Delaware County Jail. Contractee will also notify Delaware County of an estimated time of arrival.

Contractee agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Delaware County Jail as prescribed by the Delaware County Sheriff, Delaware County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Delaware County Jail.

Section 4— Transportation Expenses

Persons imprisoned by Contractee or arrested and brought to the Delaware County Jail for incarceration shall be escorted and transported by Contractee, at Contractee's sole expense, to the Delaware County Jail. In no event shall Delaware County transport Contractee's prisoners outside Delaware County jurisdiction. When the destination of Contractee's prisoner transportation is outside Delaware County, Contractee shall arrange, at

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Contractee's sole expense, transportation of said prisoner to and from the Delaware County Jail.

Section 5 - Confinement Expenses

Contractee shall deposit weekly with the Delaware County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, the sum of \$65.00 per prisoner day during such confinement. "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Contractee's prisoners, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Delaware County, Ohio, or any of his agents or employees.

Delaware County Sheriff shall prepare and submit to Contractee, at least once a quarter, a statement specifying all obligations for payment required of Contractee. Contractee shall pay unto Delaware County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Delaware County shall refund to Contractee any amount overpaid as specified in such statements within thirty (30) days of the statement.

Notwithstanding any term of this Agreement, Delaware County may require prisoner reimbursements in accordance with section 341.14(B)—(C) of the Revised Code, without any right of setoff to Contractee.

Section 6 - Care Expenses

Contractee shall pay all sums expended for or incurred in the name of Delaware County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Contractee's prisoners while such prisoners are in the custody and control of Delaware County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Delaware County shall notify Contractee when the fact is known or as soon thereafter as possible. If the prisoner requires hospitalization under guard, they will be booked out of jail into the custody of Contractee, and Contractee shall provide their own security.

In case of the death of a prisoner, Delaware County shall not be liable for any costs or expenses related to said death. Contractee shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 7— Habeas Corpus Expenses

All reasonable and necessary expenses incurred by Delaware County in any habeas corpus proceedings for any of Contractee's prisoners shall be paid by Contractee unless otherwise paid by said prisoner, or by someone on the prisoner's behalf. The Prosecuting Attorney of Contractee, or such other counsel Contractee may retain, shall provide legal counsel in such proceedings.

Section 8— Liability

Delaware County shall be liable for escapes or other neglect of duty in relation to the prisoner, as in other cases, and neither the Contractee's sheriff nor any of the Contractee's county commissioners is liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the prisoner while the prisoner is in the custody of Delaware County. The Contractee, as a county, shall be liable to Delaware County for damages to the Delaware County Jail or other Delaware County property done by any prisoner confined pursuant to this Agreement. Contractee shall not be required to reimburse Delaware County for ordinary wear and tear of Delaware County property occurring during confinement of Contractee's prisoners pursuant to this Agreement.

Section 9 - Right to Refuse Prisoners

Delaware County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Delaware County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Contractee develop or contract any such disease while detained at Delaware County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Delaware County may refuse to keep such prisoners. Upon such refusal to keep said prisoner, Delaware County shall immediately notify Contractee or Contractee's Sheriff's Office and advise of same. Upon notification provided herein, Contractee shall, at its own expense, promptly remove or cause to be removed such prisoner from the Delaware County Jail.

Delaware County shall not receive or allow to remain any pregnant female prisoners in the Delaware County Jail. Delaware County further reserves the right to reject or return any and all prisoners committed to the Delaware County Jail, when, in the sole discretion of Delaware County, the Delaware County Sheriff, or his employees, agents, or assigns determine that the conditions of said Delaware County Jail and its prisoners are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined.

Section 10—Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until December 31, 2015, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Delaware County shall

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submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to prisoners incarcerated at the time notice of termination is given to the other Party.

Section 11 - Miscellaneous Terms & Conditions

11.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Delaware County and the Contractee, 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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 be effective and to be complied with.

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

RESOLUTION NO. 13-36

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The County Administrator recommends accepting the retirement resignation of Letha George as the Assistant County Administrator; effective December 31, 2012;

Therefore Be it Resolved, the Board of Commissioners accept the retirement resignation of Letha George as the Assistant County Administrator; effective December 31, 2012.

The Director of Job and Family Services recommends hiring Rose Marie Meade as an Income Maintenance Worker III with the JFS Department; effective January 23, 2013;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Rose Marie Meade as a Income Maintenance Worker III with the JFS Department; effective January 23, 2013.

The Director of Job and Family Services recommends hiring Charmaine Alisha Dukes as an Income Maintenance Worker III with the JFS Department; effective January 24, 2013;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Charmaine Alisha Dukes as a Income Maintenance Worker III with the JFS Department; effective January 24, 2013.

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

RESOLUTION NO. 13-37

IN THE MATTER OF APPOINTMENT OF THE BOARD’S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to appoint the following to the following boards and commissions:

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Regional Planning - All 3 Commissioners

Regional Planning Executive Committee – Ken O’Brien
Regional Planning Executive Alternate-Gary Merrell

Records Commission –Gary Merrell

Investment Committee – Gary Merrell and Ken O’Brien

JFS Committee on Community Planning-Gary Merrell
Job and Family Services (Children’s Services Sub-Committee of Community Planning) – Gary Merrell
Job and Family Services (WIB Sub-Committee of Community Planning) – Dennis Stapleton

Delaware-Knox-Marion-Morrow County WIB- All 3 Commissioners

Area 7 Board- Dennis Stapleton

Family and Children's First Council – Ken O’Brien

Central Ohio Youth Center Board (Joint Detention Center) –All 3 Commissioners
Central Ohio Youth Center Board (Joint Detention Center) –Trustee-Ken O’Brien

DKMM Solid Waste District - All 3 Commissioners

DKMM Solid Waste District Executive Committee – Ken O’Brien

DKMM Policy Board –Gary Merrell

DKMM Budget/Audit Committee – Dennis Stapleton

EMA/LEPC – Ken O’Brien

Correction Planning – Dennis Stapleton

CIC (Community Improvement Corporation) - All 3 Commissioners

Threat, Risk, and Needs Committee (TRN) –Ken O’Brien

Data Processing Board – Dennis Stapleton

Heart of Ohio Resource Conservation and Development–Gary Merrell

Railroad Task Force-Dennis Stapleton

CCAO Consortium (CEBCO) –Dennis Stapleton (Alternate-Gary Merrell)

911 Board-Gary Merrell (Alternate – Ken O’Brien)

The Strand Cultural Arts Board–Gary Merrell

Community Action Organization –Dennis Stapleton

MORPC-All 3 Commissioners

Board of Revision- Dennis Stapleton

The Board of Commissioners hereby orders that any prior resolutions inconsistent with this Resolution are hereby repealed and superseded in accordance with this Resolution.

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

RESOLUTION NO. 13-38

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO 2013:

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

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association

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of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW THEREFORE BE IT RESOLVED that Dennis Stapleton, Delaware County Commissioner is designated as the Official Voting Representative of Delaware County.

BE IT FURTHER RESOLVED that Gary Merrell, Delaware County Commissioner, is designated as the Alternate Voting Representative of Delaware County.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien
-No Reports

Commissioner Merrell
-No Reports

Commissioner Stapleton
-Committees Start Back Up This Week

RESOLUTION NO. 13-39

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; DISMISSAL; DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn into Executive Session at 9:48AM.

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

RESOLUTION NO. 13-40

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn out of Executive Session at 10:34AM.

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

RESOLUTION NO. 13-41

10:30AM FINAL HEARING FOR THE WINGATE FARMS PHASES I & II DRAINAGE PETITION PROJECT:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to open the hearing at 10:35AM.

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

RESOLUTION NO. 13-42

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. Merrell, 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. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-43

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE WINGATE FARMS

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PHASES I & II DRAINAGE PETITION PROJECT:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to close the hearing at 11:00AM.

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

RESOLUTION NO. 13-44

**IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER AND CONFIRMING
THE ASSESSMENTS FOR THE WINGATE FARMS PHASES I & II DRAINAGE PETITION
PROJECT:**

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

Whereas, on March 28, 2012, a Drainage Petition for The Wingate Farms Phases I & II Watershed was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on August 13, 2012 with Resolution 12-816 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Wingate Farms Phases I & II Drainage Petition Project, and

Whereas, the Board on January 14, 2013, 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 Wingate Farms Phases I & II Drainage 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:

The Board hereby finds that the proposed improvement (maintenance assessment) 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 (maintenance assessment) 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.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual ditch maintenance assessments

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

1:30PM WORK SESSION

**1) Robert Morgan
Discussion DCBDD Levy Request**

**2) Robert Horrocks
Discussion Council for Older Adults Levy Request**

There being no further business, the meeting adjourned.

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Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners