

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JANUARY 28, 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

RESOLUTION NO. 13-74

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 24, 2013:

It was moved by Mr. Stapleton, 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 24, 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

RESOLUTION NO. 13-75

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0125:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0125, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount
<u>COMMISSIONERS GENERAL - SERVICES AND CHARGES</u>				
R1300709	CURTIS,DAN	APIARY SERVICES	10011102 - 5301	7,500.00
<u>EMERGENCY MEDICAL SERVICES - MATERIALS AND SUPPLIES</u>				
R1302374	PNC BANK	PROCUREMENT CARD PURCHASES	10011303 - 5200	4,000.00
R1302378	LEO MEYERS UNIFORMS INC	EMS UNIFORM PURCHASES	10011303 - 5225	10,000.00
R1302384	HERITAGE PHARMACY	EMS MEDICAL SUPPLIES	10011303 - 5243	8,000.00
<u>EMERGENCY MEDICAL SERVICES - SERVICES AND CHARGES</u>				
R1302374	PNC BANK	PROCUREMENT CARD PURCHASES	10011303 - 5300	4,000.00
R1302320	VERIZON	MI FI FOR IPADS	10011303 - 5315	8,700.00
<u>JOBS AND FAMILY SERVICES - SERVICES AND CHARGES</u>				
R1302432	DELAWARE AREA TRANSIT AGENCY	CLIENT TRANSPORTATION	22411601 - 5355	6,178.28
<u>SANITARY ENGINEER - SERVICES AND CHARGES</u>				
R1302349	TROPHY INDUSTRIAL MAINTENANCE	REPAIR OF SOLIDS HANDLING BLOWER #3	66211903 - 5328	5,300.00
R1301247	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - OECC	66211903 - 5380	12,650.00
R1301247	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - ALUM CREEK	66211904 - 5380	34,500.00
R1301247	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - TARTAN	66211906 - 5380	1,400.00
R1301247	CENTRAL OHIO	LANDFILL TIP FEE - SCIOTO	66211907 - 5380	1,400.00

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013**

CONTRACTORS INC RESERVE

SOLID WASTE - SERVICES AND CHARGES

R1302371	OHIO EPA	FINANCIAL ASSURANCE FOR TRANSFER STATION	68011916 - 5370	19,500.00
----------	----------	---------------------------------------------	-----------------	-----------

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

RESOLUTION NO. 13-76

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Steven Roberts attend an Advanced Medical Life Support Training in Morrow County on February 3, 2013, at no cost.

The Emergency Medical Services Department is requesting that Jeff Sparks attend an Advanced Medical Life Support Training in Morrow County on February 3, 2013, at no cost.

Environmental Services is requesting that Brian Keener and Kevin Brutchey attend a Pesticide Safety Training in Reynoldsburg, Ohio on February 27, 2013 at a total cost of \$120.00 from org key 66211901.

The Engineer's Office is requesting that Brett Bergefurd attend various Technical Training and Conferences throughout 2013 for ODOT, CEAD, LTAP and ETC; in the amount of \$975.00 (fund number 29214001).

The Engineer's Office is requesting that Ryan Mraz attend various Technical Training and Conferences throughout 2013 for ODOT, CEAD, LTAP and ETC; in the amount of \$975.00 (fund number 29214001).

The Engineer's Office is requesting that Doug Riedel attend various Technical Training and Conferences throughout 2013 for ODOT, CEAD, LTAP and ETC; in the amount of \$975.00 (fund number 29214001)

The Engineer's Office is requesting that William Stillions attend various Technical Training and Conferences throughout 2013 for ODOT, CEAD, LTAP and ETC; in the amount of \$975.00 (fund number 29214001).

The Engineer's Office is requesting that Erik Mackling attend various Technical Training and Conferences throughout 2013 for ODOT, CEAD, LTAP and ETC; in the amount of \$975.00 (fund number 29214001).

The Engineer's Office is requesting that Andrew Fortman attend various Technical Training and Conferences throughout 2013 for ODOT, CEAD, LTAP and ETC; in the amount of \$975.00 (fund number 29214001).

The Engineer's Office is requesting that John Piccin attend various Technical Training and Conferences throughout 2013 for ODOT, CEAD, LTAP and ETC; in the amount of \$975.00 (fund number 29214001).

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

RESOLUTION NO. 13-77

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM NOODLE SHOP AND PATIO CO. COLORADO INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Stapleton, seconded by Mr. Merrell 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 that Noodle Shop and Patio Co. Colorado INC. has requested a newD5 permit located at 9733 Sawmill Parkway Suite A 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. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 13-78

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE ENGINEER'S OFFICE:

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien 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 County Engineer, has adopted the procurement card policy 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).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize 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:	County Engineer
Office/Department:	Engineer's Administration
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card 1:	Leslle Adams
Department Coordinator:	Sue Davis

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

RESOLUTION NO. 13-79

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR OLENTANGY FALLS SECTION 3:

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

WHEREAS, on January 18, 2013, a Ditch Maintenance Petition for Olentangy Falls Section 3 was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Olentangy Falls Section 3 located off Taggart Road, south of Hyatts Road in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$438,287.56 for the benefit of the lots being created within this development. The developed residential area totaling 31 lots will receive benefit (cost) of the project on a per lot basis. The basis for calculating the assessment of each lot is therefore \$14,138.31 per lot. An annual maintenance fee equal to 2% of this basis (\$282.77/lot) will be collected for each tributary lot within Olentangy Falls 3. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for the property in the amount of \$8,765.75 has been paid to Delaware County, receipt of which is hereby acknowledged.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013**

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

RESOLUTION NO. 13-80

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

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

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U12-066	Columbia Gas of Ohio	Graphics Way/Corduroy Street	Install gas main
U12-067	Columbia Gas of Ohio	Harlem Road	Abandon main at Sunbury Road Bridge/install new crossing on Harlem Road
U12-069	American Electric Power	Highland Lakes Avenue	Bore road
U13-002	Time Warner Cable	N. Central Avenue/Graphics Way	Place buried cable
U13-003	Frontier Communications	Blanket permit	Install single customer services

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

RESOLUTION NO. 13-81

IN THE MATTER OF APPROVING A SPEED LIMIT REDUCTION ON LEWIS CENTER ROAD (CR #106) FROM AFRICA ROAD (CR #021) TO ROME CORNERS ROAD (CR #039):

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

WHEREAS, a request has been made by the Delaware County Engineer, Delaware, Ohio that the statutory vehicular speed established by Section 4511.21, Revised Code of Ohio, is greater than that considered to be safe and reasonable on Lewis Center Road (CR #106) from Africa Road (CR #021) to Rome Corners Road (CR #039) in Delaware County, Ohio; and,

WHEREAS, the Delaware County Engineer has caused to be made an engineering and traffic investigation upon the section of road described above; and,

WHEREAS, it is the belief of the Delaware County Engineer that such investigation confirms that, due to several factors identified within such investigation (minimal shoulder width, road width and development), the allegation that the statutory speed limit of 55 is unrealistic upon the section of road; and,

WHEREAS, the Delaware County Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio to request that the Board, by virtue of Section 4511.21, Revised Code of Ohio, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit of 50 miles per hour on Lewis Center Road (CR #106) from Africa Road (CR #021) to Rome Corners Road (CR #39) in Delaware County, Ohio;

Now Therefore Be It Resolved, that when Delaware County is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described above, standard signs properly posted and giving notice thereof will be erected.

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

RESOLUTION NO. 13-82

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2012:

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

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013**

Certification of Highway Road Mileage:

Available is the 2012 County Highway Road Mileage Certification as issued by ODOT annually. This certification is used by ODOT to determine the net increase or decrease in the County’s actually highway mileage. The following is a summary of how ODOT determined the mileage as of December 31, 2012:

- The road mileage as certified by the Board of Commissioners for the year ending December 31, 2011 was 334.061 miles
- A decrease of 0.035 miles was realized in the annexation into the City of Powell of a portion of Liberty Road.
- A decrease of 0.030 miles was realized as the result of an annexation into the City of Delaware of a portion of Cheshire Road
- A decrease of 0.360 miles was realized as the result of an annexation into the City of Delaware of a portion of Cheshire Road

The above listed changes netted a decrease of 0.425 miles to the total mileage from 2011 for a final total of 333.636 miles as of December 31, 2012.

Therefore, to certify to ODOT that we concur with their calculations of the actual mileage of County roads for the year 2012, I respectfully request your signatures on the attached form as provided by ODOT. Respectfully submitted, Chris Bauserman, P.E., P.S., Delaware County Engineer

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

RESOLUTION NO. 13-83

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN SCIOTO RESERVE MASTER ASSOCIATION , AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE DEL-CR124-1.88 HOME ROAD/SR 257/SECTION LINE ROAD INTERSECTIONS IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Scioto Reserve Master Association for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the contract of sale and purchase with Scioto Reserve Master Association for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

**PARCEL(S): 4-WDV
DEL-CR124-1.88**

This Agreement is by and between the Delaware County Board of Commissioners [“Purchaser”] and Scioto Reserve Master Association [“Seller”; “Seller” includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$115,000.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property. Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013**

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013

this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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

RESOLUTION NO. 13-84

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN
SCIOTO RESERVE, AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE
DEL-CR124-1.88 HOME ROAD/SR 257/SECTION LINE ROAD INTERSECTIONS
IMPROVEMENTS:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Scioto Reserve for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the contract of sale and purchase with Scioto Reserve for the DEL-CR124-1.88 Home Road/SR 257/Section Line Road Intersections Improvements.

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

**PARCEL(S): 5-WD, 5-WDV1, 5-WDV2
DEL-CR124-1.88**

This Agreement is by and between the Delaware County Board of Commissioners ["Purchaser"] and Scioto Reserve ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$328,000.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013**

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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

RESOLUTION NO. 13-85

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE PROGRAM STATUS REPORT:

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

**Program Status Report - 2012
Report of DKMM District Funds Spent**

REPORTS due: July 15, 2012 **January 15, 2013**

CRLPO: Delaware Board of Commissioners (Delaware General Health District)

DATE OF REPORT: July 1, 2012 through December 31, 2012

AMOUNT OF FUNDS RECEIVED:	\$56,250.00
APPROVED CARRYOVER BALANCE (2011)	\$ 2,321.39
TOTAL FUNDS AVAILABLE	\$58,571.39

EXPENDITURES:

Salaries	\$21,633.92
Fringe Benefits	\$10,652.57
Contracts	\$ 1,500.00
Advertising	\$ 1,745.83
Equipment	
Travel	\$ 153.90
Supplies	\$ 500.00
Awards/Recognitions	

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013**

Other \$ 119.56 (19.56 LD phone, \$100.00 Postage meter)

TOTAL EXPENDITURES \$36,305.78

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

RESOLUTION NO. 13-86

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR THE COURTYARDS ON TUSSIC PHASE 2:

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

Whereas, the construction of new sanitary sewers at The Courtyards on Tussic Phase 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:

The Courtyards on Tussic Phase 2	380' feet of 8- inch sewer	\$30,164.75
	2- manhole	\$2,880.00

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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-87

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2014 TAXES:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$99,818.08 to the County Auditor for 2014 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2014 Sewer Tax Assessments
To be certified by the Board of Commissioners on 1/28/13**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$36,400.32
66211904 – Alum Creek	\$55,654.03
66211906 – Tartan Fields	\$1,080.45
66211907 – Scioto Reserve	\$5,751.24
66211908 – Bent Tree	\$0.00
66211909 – Hoover Woods	\$535.82
66211910 – Scioto Hills	\$210.78
66211911 – Northstar	\$185.44

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013

Total Assessments	\$99,818.08
--------------------------	--------------------

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

Update:
Tiffany Jenkins, Director of Environmental Services, will be working with Seiji Kille, Fiscal Services Director on an analysis of sewer fees and maintenance cost.

RESOLUTION NO. 13-88

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, REFRESHMENTS, AND OTHER AMENITIES FOR THE ETHICS AND PUBLIC RECORDS LAW TRAINING:

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

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

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

WHEREAS, the Delaware County Board of Commissioners and the Delaware County Prosecutor's Office has jointly requested that the County provide Ethics and Public Record's Law training to County Elected Officials, Director's and Supervisors.

WHEREAS, the training is scheduled from 8:25 a.m. through 4:45 p.m. on February 26, 2013 and refreshments need to be provided;

WHEREAS, the County Administrator recommends approval of this resolution;

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Commissioner Funds in an amount not to exceed \$300.00, to assist in funding the purchase of coffee, refreshments and other amenities for Ethics and Public Record's Law training on 2/26/13.

Further Be it Resolved, that the Commissioners approve a Purchase Order Request PNC Bank in the amount not to exceed \$300.00.

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

RESOLUTION NO. 13-89

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Manager of Maintenance recommends accepting the resignation of Jeff Bowen from the Maintenance Department; effective February 5, 2013;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Jeff Bowen from the Maintenance Department; effective February 5, 2013.

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

RESOLUTION NO. 13-90

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE COMMISSIONERS' OFFICE:

It was moved by Mr. Stapleton, seconded by Mr. Merrell 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

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013**

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy 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).

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize 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:	Board of Commissioner
Office/Department:	Commissioners
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$5,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

Name on Card 1: Seiji E. Kille

Department Coordinator: Jennifer Walraven

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

RESOLUTION NO. 13-91

IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2013:

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to appropriate such funds as it deems sufficient for the inspection of apiaries in the county and to appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"); and

WHEREAS, the Board has appropriated \$7,500 for apiary inspections in 2013;

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

Section 1. The Board hereby appoints Dan Curtis as deputy apiarist for Delaware County for the 2013 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

**CONTRACT FOR APIARY INSPECTION SERVICES
DEPUTY APIARIST**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 28th day of January, 2013 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Board"), and Dan Curtis, 8399 Hickory Road, Galena, Ohio 43021 ("Contractor").

Section 2 – Purpose of Agreement

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of apiaries in the county. The Board may appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

Section 3 – Compensation

The Board shall appropriate an amount not to exceed Seven Thousand Five Hundred Dollars and No Cents

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013**

(\$7,500.00) for the inspection of apiaries in the county. This amount shall be payable to the Contractor, subject to the Director's approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

Section 4 – Term

This Agreement shall take effect as of the date first written above, subject to the Director's consent and concurrence, and shall continue through the 2013 apiary season, which terminates on approximately October 31, 2013.

Section 5 – Insurance

- 5.1 **Liability Coverage:** Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.
- 5.2 **N/A**
- 5.3 **Additional Insureds:** Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsection 5.1.
- 5.4 **Proof of Insurance:** Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insureds in accordance with Subsection 5.3. 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 termination of this Agreement.

Section 6 – Indemnification

The Contractor shall indemnify and hold free and harmless Delaware County, the Board, 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 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 7 – Termination

The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor's appointment.

Section 8 – Miscellaneous Terms & Conditions

- 8.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Board 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.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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.
- 8.5 **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.
- 8.6 **Independent Contractor:** The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor's status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations.

Further Be It Resolved, that the Board of County Commissioners approve the following purchase order:

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013

DAN CURTIS	APIARY SERVICES	10011102 - 5301	\$7,500.00	0001		
Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye	Mr. Stapleton	Aye

RESOLUTION NO. 13-92

IN THE MATTER OF PROCEEDING WITH THE SUBMISSION OF THE QUESTION OF LEVYING AN ADDITIONAL TAX EXCEEDING THE TEN-MILL LIMITATION FOR THE BOARD OF DEVELOPMENTAL DISABILITIES:

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

PREAMBLE

WHEREAS, on January 24, 2013, the Board of County Commissioners of Delaware County, Ohio (the "Board") adopted Resolution No. 13-67 declaring the necessity of levying an additional tax exceeding the ten-mill limitation for the operation of community developmental disabilities programs and services by the Board of Developmental Disabilities and for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities in Delaware County, pursuant to sections 5705.19(L) and 5705.222 of the Revised Code; and

WHEREAS, the Delaware County Auditor has certified to the Board that the estimated dollar amount of revenue that would be generated by 0.56 mills is \$3,452,212, based on the current assessed valuation of Delaware County of \$6,164,665,040;

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio (the "Board"), a majority of the full membership thereof concurring, that the Board desires to proceed with the submission of the question of levying an additional tax exceeding the ten-mill limitation for the benefit of Delaware County for the purpose of the operation of community developmental disabilities programs and services by the Board of Developmental Disabilities and for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities in Delaware County at a rate not exceeding 0.56 mills for each one dollar of tax valuation, which amounts to five and six-tenths cents (\$0.056) for each one hundred dollars of tax valuation, to the electors of Delaware County, Ohio, said tax being authorized by sections 5705.19(L) and 5705.222 of the Revised Code;

BE IT FURTHER RESOLVED, that the tax levy will be for eight (8) years, and such levy will include a levy on the current year's tax list, commencing in 2013, first due in calendar year 2014 after the settlement next succeeding the election, if approved by a majority of the electors voting thereon;

BE IT FURTHER RESOLVED, the question of such tax levy shall be submitted to the electors of Delaware County, Ohio at the special election to be held therein on May 7, 2013;

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to certify, not less than ninety (90) days prior to the election, to the Board of Elections, Delaware County, Ohio, a copy of the resolution of necessity (Resolution No. 13-67) adopted on January 24, 2013, and a copy of this Resolution together with the certification of the Delaware County Auditor, and notify the Board of Elections to cause notice of election on the question of levying the tax to be given as required by law.

This Resolution shall be in full force and effect immediately upon adoption.

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

**COMMISSIONERS' COMMITTEES REPORTS
COUNTY ADMINISTRATOR REPORTS**

Commissioner Merrell
-No Reports Today

Commissioner Stapleton
-No Reports Today

Commissioner O'Brien
-Request That The Sheriff's Orange Township Substation In The Environmental Services Building Be Reviewed Since Orange Township Is Not Continuing Their Contract For Extra Deputies
-Attended And Participated In The Presentations And Interviews On The Request For Qualifications (RFQ) For The Facilities Needs Assessment And Plan

County Administrator
-Working On A Resolution To Bring Before The Board With The Committee's Ranking

**COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013**

Recommendations So Contract Negotiations And Scope Details May Proceed.

RESOLUTION NO. 13-93

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

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

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

RESOLUTION NO. 13-94

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:00AM.

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

RECESS UNTIL 1:15PM

RESOLUTION NO. 13-95

IN THE MATTER OF PROCEEDING WITH THE SUBMISSION OF THE QUESTION OF LEVYING THE RENEWAL OF AN EXISTING TAX, WITH AN INCREASE, EXCEEDING THE TEN-MILL LIMITATION FOR SENIOR CITIZENS SERVICES:

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

PREAMBLE

WHEREAS, on January 24, 2013, the Board of County Commissioners of Delaware County, Ohio (the "Board") adopted Resolution No. 13-66 declaring the necessity of levying a renewal of an existing tax, with an increase, exceeding the ten-mill limitation for the benefit of Delaware County for the purpose of providing services for senior citizens through the Council for Older Adults, including but not limited to, home delivered meals, transportation, in-home care, caregiver support and adult day care, said purpose being authorized by section 5705.19(Y) of the Revised Code; and

WHEREAS, the Delaware County Auditor has certified to the Board that the estimated dollar amount of revenue that would be generated by 1.2 mills is \$7,397,598, based on the current assessed valuation of Delaware County of \$6,164,665,040;

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio (the "Board"), at least two-thirds of all members elected thereto concurring, that the Board desires to proceed with the submission of the question of levying a renewal of 0.9 mills and an increase of 0.3 mills to constitute a tax for the benefit of Delaware County for the purpose of providing services for senior citizens through the Council for Older Adults, including but not limited to, home delivered meals, transportation, in-home care, caregiver support and adult day care at a rate not exceeding 1.2 mills for each one dollar of tax valuation, which amounts to twelve cents (\$0.12) for each one hundred dollars of tax valuation, to the electors of Delaware County, Ohio, said tax being authorized by sections 5705.19(Y) of the Revised Code;

BE IT FURTHER RESOLVED, that the tax levy will be for five (5) years, and such levy will include a levy on the current year's tax list, commencing in 2013, first due in calendar year 2014 after the settlement next succeeding the election, if approved by a majority of the electors voting thereon;

BE IT FURTHER RESOLVED, the question of such tax levy shall be submitted to the electors of Delaware County, Ohio at the special election to be held therein on May 7, 2013;

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to certify, not less than ninety (90) days prior to the election, to the Board of Elections, Delaware County, Ohio, a copy of the resolution of necessity (Resolution No. 13-66) adopted on January 24, 2013, and a copy of this Resolution together with the certification of the Delaware County Auditor, and notify the Board of Elections to cause notice of election on the question of levying the tax to be given as required by law.

This Resolution shall be in full force and effect immediately upon adoption.

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2013

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

RESOLUTION NO. 13-96

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

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 1:20PM.

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

RESOLUTION NO. 13-97

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 2:25PM.

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

There being no further business, the meeting adjourned.

1:30 WORK SESSION

- 1) DISCUSSION OF THE EMPLOYEE HANDBOOK**
- 2) DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR**
- 3) THE A,B,C'S OF CDBG
(A PRIMER ON COMMUNITY DEVELOPMENT BLOCK GRANTS)**

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners