

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 13, 2014

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

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

1:30 PM Viewing For Consideration Of The Mooney Ditch #75 Drainage Improvement Petition Filed By Nutter Farm Inc.; S. Diane Nutter, General Manager, And Others

RESOLUTION NO. 14-23

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 9, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 9, 2014; 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

RESOLUTION NO. 14-24

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:

It was moved by Mr. Stapleton, that in the matter of re-organization of the Board of Commissioners that as President of the Board of Commissioners for the year 2014 we appoint Commissioner Gary Merrell. Motion seconded by Mr. Merrell.

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

RESOLUTION NO. 14-25

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-PRESIDENT:

It was moved by Mr. Merrell, that in the matter of re-organization of the Board of Commissioners that as Vice-President of the Board of Commissioners for the year 2014 we appoint Commissioner Dennis Stapleton. Motion seconded by Mr. Stapleton.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-26

IN THE MATTER OF APPROVING PURCHASE ORDERS REQUEST AS LISTED BELOW:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the purchase orders request listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount
COMMISSIONERS GENERAL - SERVICE & CHARGES				
R1400162	MORPC	2014 MEMBERSHIP	10011102 - 5308	60,530.00
LAND & BUILDINGS - MATERIAL & SUPPLIES				
R1400246	PNC BANK	MATL'S & SPLYS CREDIT CARD SVCS	10011105 - 5201	60,000.00

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R1400261	JANTON CO	JANITORIAL SUPPLYS	10011105 - 5201	28,000.00
R1400352	SYNERGY MECHANICAL CONTRACTORS INC	DELAWARE COUNTY AGREEMENTS	10011105 - 5201	500.00
LAND & BUILDINGS - SERVICE & CHARGES				
R1400246	PNC BANK	SVCS & CHRGS CREDIT CARD USE	10011105 - 5300	5,000.00
R1400253	B & L PACKRAT	SNOW REMOVAL SVC	10011105 - 5325	35,000.00
R1400278	ENTERPRISES LLC	DELAWARE COUNTY		
R1400278	COMSERV BUILDING	JANITORIAL SVS WOLF &	10011105 - 5325	28,200.00
R1400278	MAINTENANCE LLC	CHANNING ST		
R1400295	OTIS ELEVATOR CO INC	ELEVATOR MAINT	10011105 - 5325	35,000.00
R1400295		AGREEMENTS DEL CTY		
R1400335	BENCHMARK	LAWN CARE MOWING 140	10011105 - 5325	10,700.00
R1400335	LANDSCAPE	N SANDUSKY RBH		
R1400352	SYNERGY	GROUND		
R1400352	MECHANICAL	SPRINDLERS & BACKFLOW	10011105 - 5325	18,000.00
R1400352	CONTRACTORS INC	SVC		
R1400409	TAYLOR,AMY LYNN	CLEANING SERVICES 1405	10011105 - 5325	9,400.00
R1400409		US RTE 23 N FACL		
R1400289	GOTCO EXCLUSIVE	CARPET CLEANING	10011105 - 5328	24,000.00
R1400289	CARPET CARE	DELAWARE COUNTY		
R1400295	OTIS ELEVATOR CO INC	COUNTY ELEVATOR	10011105 - 5328	1,500.00
R1400295		REPAIRS		
R1400352	SYNERGY	REPAIR PARTS AS NEEDED	10011105 - 5328	2,500.00
R1400352	MECHANICAL	FOR REPAIR		
R1400352	CONTRACTORS INC			
R1400391	UNIFIRST CORP	MAT RENTAL DELAWARE	10011105 - 5328	8,500.00
R1400391		COUNTY		
R1400235	FRONTIER	PHONE SVCS FOR	10011105 - 5330	65,000.00
R1400235		DELAWARE COUNTY OFCS		
R1400239	PITNEY BOWES INC	NON AUTOMATED PRE-	10011105 - 5331	220,000.00
R1400239		SORT POSTAGE MAIL		
R1400322	UNITED MAIL LLC	NON AUTOMATED PRE-	10011105 - 5331	25,000.00
R1400322		SORT POSTAGE MAIL		
R1400391	UNIFIRST CORP	UNIFORM RENTAL	10011105 - 5336	4,000.00
R1400391		DELAWARE COUNTY		
R1400219	AEP ENERGY	ELECTRIC UTILITY	10011105 - 5338	190,000.00
R1400219		INVOICES		
R1400223	AMERICAN ELECTRIC	ELECTRIC UTILITIES-	10011105 - 5338	105,000.00
R1400223	POWER	DELAWARE COUNTY		
R1400226	COLUMBIA GAS OF	GAS UTILITIES-DELAWARE	10011105 - 5338	32,000.00
R1400226	OHIO	COUNTY		
R1400231	CITY OF DELAWARE	WATER SEWAGE REFUSE	10011105 - 5338	34,000.00
R1400231		DELAWARE COUNTY		
R1400283	DELAWARE COUNTY	FACL 40% SHARE UTILITIES	10011105 - 5338	25,000.00
R1400283	ENGINEER	50 CHANNING ST		
ECONOMIC DEVELOPMENT - SERVICE & CHARGES				
R1400088	REGIONOMICS LLC	Economic Development Action Plan	21011113 - 5301	24,900.00
R1400967	MID OHIO	FULL MODE MEMBERSHIP	21011113 - 5308	22,314.00
R1400967	DEVELOPMENT			
R1400967	EXCHANGE			
911 - SERVICE & CHARGES				
R1400738	ALERT TRACKING	ALERT MAINTENANCE	21411306 - 5320	44,000.00
R1400738	SYSTEMS INC	2014		
JOB & FAMILY SERVICE - SERVICE & CHARGES				
R1400581	COLUMBUS STATE	TUITION BOOKS FEES	22311611 - 5348	5,000.00
R1400581	COMMUNITY COLLEGE			
R1400595	FRANKLIN UNIVERSITY	TUITION BOOKS FEES	22311611 - 5348	12,000.00
R1400644	ROADMASTER DRIVERS	TUITION BOOKS FEES	22311611 - 5348	6,000.00
R1400644	SCHOOL OF OHIO			
R1400661	TRI RIVERS	TUITION BOOKS FEES	22311611 - 5348	8,000.00
R1400581	COLUMBUS STATE	TUITION BOOKS FEES	22311614 - 5348	1,200.00
R1400581	COMMUNITY COLLEGE			
R1400606	EMT TRANSPORTATION	EMT EIMBURSEMENT	22411601 - 5348	20,000.00
R1400585	DELAWARE AREA	JARC TRAVEL	22411601 - 5355	15,000.00

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	TRANSIT AGENCY			
R1400516	VERIZON	IPAD MAINT SVC	22411604 - 5315	5,000.00
R1400516	VERIZON	TELEPHONE BILL	22411604 - 5330	10,000.00
R1400492	OHIO JOB AND FAMILY SERVICES	2014 MEMBERSHIP DUES	22411605 - 5308	8,731.64
R1400440	FACILITIES	POSTAGE	22411605 - 5331	14,000.00
R1400525	ALERE TOXICOLOGY SERVICES	PROGRAM SUPPLIES	22511607 - 5215	2,000.00
R1400525	ALERE TOXICOLOGY SERVICES	LAB TESTING	22511607 - 5342	5,000.00
R1400451	VARIOUS JFS ADOPTION ASSISTANCE	ADOPTION ASSISTANCE	22511607 - 5350	15,000.00
R1400469	KECK PHD,GREGORY C	POST ADOPT SPE SVCS SUBSIDY	22511607 - 5350	6,000.00

REVOLVING LOAN - SERVICE & CHARGES

R1400897	SAUNDERS RENOVATIONS	FY12 CDBG HOME REPAIR MURPHY HOME SUNBURY	23111709 - 5380	6,665.00
R1400907	ROMANS CONSTRUCTION LTD	FY12 CDBG HOME REPAIR SCOTT HOUSE GALENA	23111709 - 5380	6,150.00

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

RESOLUTION NO. 14-27

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Delaware County Child Support Enforcement Agency is requesting that Sharon Cole, Leslie Owens, and Joyce Bowens attend a Workplace Violence Seminar in Delaware, OH on January 28, 2014 at no cost.

The Director of Delaware County Emergency Services is requesting that Travis Ries participate in an online Grant Writing Training Program starting February 12, 2014 at the cost of \$175.00 (fund number 10011303).

Environmental Services is requesting that Ross Bigelow, Ken Bruen and Ric Irvine attend the Central Ohio Code Officials Association Flexible Sprinkler Fitting Systems Training in Reynoldsburg, Ohio on January 22, 2014 at no cost.

The Economic Development Department is requesting that Jenna Jackson attend a Community Development Program Implementation Workshop at ODOT January 16, 2014; at the cost of \$11.15 (fund number 21011113).

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

RESOLUTION NO. 14-28

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTH OF DECEMBER 2013:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for December 2013;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for the month of December 2013.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

RESOLUTION NO. 14-29

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NELSON FARMS

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SECTION 2, PHASE A:

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

Whereas, Nelson Farms Associates, LLC has submitted the Plat of Subdivision (“Plat”) for Nelson Farms Section 2, Phase A, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 18, 2013; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on November 20, 2013; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 25, 2013; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 25, 2013; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 20, 2013;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Nelson Farms Section 2, Phase A

Nelson Farms Section 2, Phase A:

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lot 9, Quarter Township 1, Township 3, Range 19, United States Military Lands, containing 16.016 acres of land, more or less, said 16.016 acres being comprised of part of those tracts of land conveyed to Nelson Farms Associates, LLC, by deeds of record in Official Record 220, Page 1034 and Official Record 220, Page 1057, Recorder’s Office, Delaware County, Ohio. Cost \$48.

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

RESOLUTION NO. 14-30

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH  
MAINTENANCE ASSESSMENTS FOR NORTHSTAR SECTION 1, PHASE D:

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

WHEREAS, on December 10, 2013, a Ditch Maintenance Petition for Northstar Section 1, Phase D 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 Northstar Section 1, Phase D located off of Wilson Road in Berkshire 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:

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The cost of the drainage improvements is \$358,285.00 for the benefit of the lots being created in this subdivision. 43ots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$8,332.21. An annual maintenance fee equal to 2% of this basis (\$166.64) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$7,165.70 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

RESOLUTION NO. 14-31

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR NORTHSTAR SECTION 1, PHASE C, PART 1; SECTION 1, PHASE C, PART 2; SECTION 2, PHASE A; SECTION 3, PHASE A; AND SECTION 3, PHASE B:

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

WHEREAS, on December 10, 2013, a Ditch Maintenance Petition for Northstar Section 1, Phase C, Part 1; Section 1, Phase C, Part 2; Section 2, Phase A; Section 3, Phase A; and Section 3, Phase B 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 Northstar Section 1, Phase C, Part 1; Section 1, Phase C, Part 2, Section 2, Phase A; Section 3, Phase A; and Section 3, Phase B located off of Wilson Road in Berkshire and Kingston Townships; 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 these drainage improvements 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 \$702,315.37 for the benefit of the lots being created in this subdivision. 114 lots are being created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$6,160.66. An annual maintenance fee equal to 2% of this basis (\$123.21) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$14,045.94 has been paid to Delaware County, as various subdivisions identified within this petition are platted.

<u>DEVELOPMENT SECTION</u>	<u>ESTIMATED LOTS</u>	<u>\$/LOT</u>	<u>DEVELOPMENT TOTAL</u>
Section 1, Phase C, Part 1	12	\$123.21	\$ 1,478.52
Section 1, Phase C, Part 2	33	\$123.21	\$ 4,065.93
Section 2, Phase A	10	\$123.21	\$ 1,232.10
Section 3, Phase A	24	\$123.21	\$ 2,957.04
Section 3, Phase B	35	\$123.21	\$ <u>4,312.35</u>
			TOTAL \$14,045.94

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

RESOLUTION NO. 14-32

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR NORTHSTAR SECTION 1, PHASE C, PART 1:

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

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Whereas, as The Engineer recommends approving the Owner's Agreement For Northstar Section 1, Phase C, Part 1;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For Northstar Section 1, Phase C, Part 1;

**Owner's Agreement for Northstar Section 1, Phase C, Part 1**

**OWNER'S AGREEMENT  
PROJECT NUMBER: 11034**

**THIS AGREEMENT**, executed on this 13th day of January 2014 between **NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTHSTAR SECTION 1, PHASE C, PART 1**, further identified as Project Number 11034 is governed by the following considerations to wit:

Said **OWNER** 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, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$38,400)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY**

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COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$480,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 48,000
INSPECTION FEE DEPOSIT	\$ 38,400

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

RESOLUTION NO. 14-33

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR NORTHSTAR SECTION 1, PHASE D:

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

Whereas, as The Engineer recommends approving the Owner’s Agreement For Northstar Section 1, Phase D;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement For Northstar Section 1, Phase D

Owner’s Agreement for Northstar Section 1, Phase D

OWNER’S AGREEMENT  
PROJECT NUMBER: 13012

THIS AGREEMENT, executed on this 13<sup>th</sup> day of January 2014 between NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC, hereinafter called ‘OWNER’ and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as NORTHSTAR SECTION 1, PHASE D, further identified as Project Number 13012 is governed by the following considerations to wit:

Said OWNER 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, all of which are a part of this AGREEMENT.

OPTIONS:

- Should OWNER elect to record the plat prior to beginning construction, OWNER shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in Exhibit “A” attached hereto.
- Should OWNER elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as OWNER elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and

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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.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-SIX THOUSAND DOLLARS (\$36,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER’S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.  
**EXHIBIT “A”**

CONSTRUCTION COST ESTIMATE	\$907,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 90,700
INSPECTION FEE DEPOSIT	\$ 36,000

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

**RESOLUTION NO. 14-34**

**IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR NORTHSTAR SECTION 2, PHASE A:**

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

Whereas, as The Engineer recommends approving the Owner’s Agreement for Northstar Section 2, Phase A;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Northstar Section 2, Phase A:

**Owner’s Agreement for Northstar Section 2, Phase A**

**OWNER’S AGREEMENT**  
**PROJECT NUMBER: 11029**



**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 13, 2014**

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**THIS AGREEMENT**, executed on this 13<sup>th</sup> day of January 2014 between **NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTHSTAR SECTION 2, PHASE A**, further identified as Project Number 11029 is governed by the following considerations to wit:

Said **OWNER** 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, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

5. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
6. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWENTY-SIX THOUSAND DOLLARS (\$26,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

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In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$669,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 66,900
INSPECTION FEE DEPOSIT	\$ 26,000

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

RESOLUTION NO. 14-35

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

It was moved by Mr. Stapleton, seconded by Mr. O’Brien 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
U13-067	AT&T	Lazelle Road	Place 2” duct
U13-068	AEP/IJUS	Rutherford Road	Replace pole line
U-13-069	Consolidated Electric	Big Run Road	Bore for fiber optic
U13-070	Time Warner Telecom	Graphics Way	Directional bore new fiber cable
U14-001	Columbia Gas	Harriott Road	Relocate gas main

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

RESOLUTION NO. 14-36

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND KENNETH L. AND GLENNA L. ZARBAUGH FOR THE PROPERTY LOCATED AT 1740 LEWIS CENTER ROAD, LEWIS CENTER, OHIO 43035 FOR A PERIOD OF 18 MONTHS:

It was moved by Mr. Stapleton and seconded by Mr. O’Brien to approve the following lease agreement:

LEASE AGREEMENT

This Lease Agreement [hereinafter “Lease”] is entered into on this the 13<sup>th</sup> day of January 2014 by and between the Kenneth L. and Glenna L. Zarbaugh [hereinafter “Lessee”] and the The Board of County Commissioners of Delaware County, Ohio [hereinafter “Lessor”].

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

1. Subject Premises

The property that is the subject of this Lease is commonly known as 1740 Lewis Center Rd Lewis Center, Ohio 43035 (.64200 acres Parcel#318-213-16-007-000) and (11.13 acres Parcel#318-213-16-006-000), and all structures situated thereon [hereinafter “Subject Premises”].

2. Term and Duration of Lessee’s Duty to Pay Rent

This Lease shall commence on December 30, 2013, and Lessee’s duty to pay the rent provided for in Section 3 below shall continue from that date forward until the earlier of the following dates:

- (A) <June 30, 2015>; or
- (B) The effective date of termination if Lessee gives Lessor written notice of its intention to terminate this Lease; such written notice shall state the date upon which this Lease is to terminate and shall be provided not less than thirty (30) days prior to that date of termination.

3. Rent Payments – Prepayment Option

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Lessee shall pay to Lessor for rent of the Subject Premises the sum of One Dollar (\$1.00), which shall be due at the closing of the Lessor's purchase of the Subject Premises.

**4. Parties' Use, Occupancy and Leasing of Subject Premises**

The parties' rights to use, occupy and lease the Subject Premises are subject to the following limitations:

- (A) During the period of time Lessee is obligated to pay rent, Lessee may sublet the Subject Premises to any third party to occupy, use or enjoy the Subject Premises provided the same is in conformance with applicable federal, state, county, city or other public fire, safety, police, zoning and use laws, codes and ordinances, and does not result in waste or a change in condition of the Subject Premises from the date of execution of this Lease, except for reasonable allowance made for normal wear and tear and agricultural use;
- (B) During the period of time Lessee is obligated to pay rent, Lessee shall continue agricultural use, either directly or via sublet, on the subject premises, sufficient to maintain CAUV on the subject premises.
- (C) During the period of time Lessee is obligated to pay rent, Lessor will not use the Subject Premises for storage or any other purpose whatsoever, except and unless Lessee first consents in writing; and
- (D) During the period of time Lessee is obligated to pay rent, Lessor will not use or occupy the Subject Premises for any purpose whatsoever, nor will Lessor lease the Subject Premises to any third party or otherwise permit, allow or suffer any third party to occupy, use or enjoy the Subject Premises, except and unless Lessee first consents in writing.

**5. Utilities, Insurance and Maintenance**

Lessee shall be exclusively responsible for maintaining any and all utility services as may be reasonably necessary to maintain the property in a safe manner. Any loss or damage suffered as a consequence of inadequate utility services shall be borne exclusively by Lessee.

Lessee shall maintain insurance on the Subject Premises and shall cause the Delaware County Board of Commissioners to be listed as additional insured. The Lessee, and their agents, heirs, successors, and assigns, agree to indemnify the Lessor against and hold the Lessor harmless from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Lessee, their agents, heirs, successors, or assigns and any other person for whose acts any of them may be liable.

The Lessee shall be responsible for maintaining the Subject Premises in compliance with any and all applicable federal, state, county, city or other public fire, safety, police, zoning and use laws, codes and ordinances.

**6. Miscellaneous Provisions**

This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Lessor and Lessee, 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.

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.

The subject headings 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.

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.

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.

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

**RESOLUTION NO. 14-37**

**IN THE MATTER OF DECLARING NECESSITY FOR IMPROVEMENTS TO SECTION LINE ROAD INCLUDING REPLACING A BRIDGE OVER CRYDER DITCH AND APPROVING PLANS, SPECIFICATIONS AND ESTIMATES AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-CR5-6.25.**

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that the existing steel beam bridge on County Road 5 (South Section Line Road over Cryder Ditch) is structurally deficient and needs replaced as well as a small amount of pavement replacement along with shoulder widening and minor drainage improvement and recommends that the Board proceed with Improvements thereof, and;

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$379,000;

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

Section 1: The public convenience and welfare require the replacement of a steel beam bridge over Cryder Run with a box culvert which also includes a small amount of pavement replacement, shoulder widening and minor drainage improvements and that the Improvement known as DEL-CR5-6.25 SOUTH SECTION LINE ROAD BRIDGE PROJECT be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as DEL-CR5-6.25 SOUTH SECTION LINE ROAD BRIDGE PROJECT are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and received bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, February 18, 2004, at which time they will be publicly opened and read aloud, for the project known as:

DEL-CR 5-6.25  
South Section Line Road Bridge Project

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-CR 5-6.25" be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

This Public Notice is also posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us), under "Current Bids."

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

The Owner requires that all work associated with the project be completed before June 20, 2014. The estimated commencement of work date is March 11, 2014.

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

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

Delaware Gazette Advertisement Dates:  
January 31, 2014

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

**RESOLUTION NO. 14-38**

**IN THE MATTER OF DECLARING NECESSITY FOR IMPROVEMENTS TO BURNT POND ROAD INCLUDING REPLACING A BRIDGE OVER REYNOLDS AND APPROVING PLANS, SPECIFICATIONS AND ESTIMATES AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-TR165-0.00.**

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement, and;

Whereas the County Engineer has determined that the existing culverts on Township Road Number 165 (Burnt Pond Road over Reynolds Run) are structurally deficient and need replaced as well as replacement of the pavement along with shoulder widening and minor drainage improvements, and recommends that the Board proceed with Improve-ments thereof, and;

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$460,000;

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

Section 1: The public convenience and welfare require the replacement of twin culverts on Burnt Pond Road (Township Road Number 165) at Reynolds Run crossing with a box culvert which also includes new roadway from US 36 to just north of said crossing, including pavement replacement, shoulder widening and minor drainage improvements and that the Improvement known as DEL-TR165-00.00 BURNT POND ROAD OVER REYNOLDS RUN be initiated for such purpose, and;

Section 2: The costs for said Improvement will be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as DEL-TR165-00.00 BURNT POND ROAD OVER REYNOLDS RUN are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and received bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice  
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, February 18, 2014, at which time they will be publicly opened and read aloud, for the project known as:

DEL-TR 165-00.00  
Burnt Pond Road over Reynolds Run

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-TR 165-00.00". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

This Public Notice is also posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us), under "Current

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Bids.”

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

The Owner requires that all work associated with the project be completed before July 25, 2014. The estimated commencement of work date is March 11, 2014.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.  
No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
January 31, 2014

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

RESOLUTION NO 14-39

IN THE MATTER OF AMENDING RESOLUTION 13-1333, THE AWARD FOR THE EDWARD BYRNE MEMORIAL JUSTICE GRANT:

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

Grant #	2013-JG-D01-6733
Source:	Office of Criminal Justice Services
Grant Period:	January 1, 2014 – December 31, 2014
Federal Grant Request Amount:	\$10,500.00
Local Match:	<u>\$ 3,503.67</u>
Total VOCA Grant Amount:	\$14,003.67

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

RESOLUTION NO. 14-40

IN THE MATTER OF EXPRESSING SUPPORT FOR A MODIFICATION TO THE AGREEMENT FOR SANITARY SEWER SERVICE BETWEEN THE CITY OF WESTERVILLE AND DELAWARE COUNTY:

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

WHEREAS, the Board has been requested to give consideration to modifying the existing Agreement for Sanitary Sewer Service (the “Agreement”) between the City of Westerville and Delaware County which was originally entered into on April 22, 2002; and

WHEREAS, the Director of Environmental Services has actively been negotiating the proposed revisions to the Agreement with the City of Westerville; and

WHEREAS, the Board wishes to express its support for a modification to the Agreement; and

WHEREAS, at this time, the City of Westerville is ready to move forward with the first phase of a development plan located in an area included in the Agreement as the Zumstein Tract and has requested that the sanitary sewer improvement plan be approved in order for this construction to start prior to any modifications to the Agreement being finalized; and

WHEREAS, the Sewer District staff has reviewed the construction plan for compliance with the Agreement and have found that it does meet the parameters of the existing Agreement, including the existing capacity requirements for the Zumstein Tract; and

WHEREAS, the Director of Environmental Services recommends approving the construction plan and continuing to work with the City of Westerville to finalize the Agreement modifications in the near future.

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

Section 1. The Board hereby authorizes the Sanitary Engineer to approve the construction plan titled “Sanitary Sewer Improvements for Worthington Road Extension”.

Section 2. The Board hereby directs the County Administrator and/or the Director of Environmental Services to continue negotiating the proposed modifications to the Agreement and prepare all necessary legislation to be presented to the Board of Commissioners for approval without unnecessary delay.

Section 3. This resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 14-41

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

          The Manager of the Maintenance Department recommends hiring Kim Reihl as a full-time custodian with the Maintenance Department; effective January 27, 2014.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Kim Reihl as a full-time custodian with the Maintenance Department; effective January 27, 2014.

          The Director of Emergency Communications recommends hiring Jessica Brust as a full-time Telecommunicator; effective January 20, 2014.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Jessica Brust as a full-time Telecommunicator; effective January 20, 2014.

          The Director of Emergency Communications recommends accepting the resignation of Jay McCann as a Telecommunicator; effective December 19, 2013;

Therefore Be it Resolved, the Board of Commissioners accept the resignation of Jay McCann as a Telecommunicator; effective December 19, 2013;

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

RESOLUTION NO. 14-42

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

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

Transfer of Appropriations		
From	To	
10011108-5001	10031301-5001	50,000.00
Human Resources/Compensation	Sheriff Deputies/Compensation	
10011108-5101	10031301-5101	18,240.00
Human Resources /Health Insurance	Sheriff Deputies/Health Insurance	
10011108-5102	10031301-5102	500.00
Human Resources /Workers Comp	Sheriff Deputies/Workers Comp	
10011108-5120	10031301-5120	7,000.00
Human Resources /County Share OPERS	Sheriff Deputies/County Share OPERS	
10011108-5131	10031301-5131	725.00
Human Resources /Medicare	Sheriff Deputies/Medicare	
Advance of Funds		
From	To	
10011102-8500	22111502-8400	1,000.00
Commissioners General/Advance Out	Litter Grant/Advance In	

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

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**RESOLUTION NO. 14-43**

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

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

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 (president or an individual designated by the board)

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)  
(Assistant County Administrator/An Additional Alternate For CEBCO AND CORSA)

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



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RESOLUTION NO. 14-44

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE  
PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS  
ASSOCIATION OF OHIO 2014:

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

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association 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. Merrell        Aye        Mr. O'Brien        Aye        Mr. Stapleton        Aye

FOR COMMISSIONERS’ COMMITTEES REPORTS AND COUNTY ADMINISTRATOR,  
REPORTS AND COMMENTS, THE COUNTY ADMINISTRATOR REPORT WILL NOW BE  
LISTED FIRST.

County Administrator, Reports And Comments

Mr. Hansley Proposed the Board Consider moving forward with an item under other business (Authorizing The County Administrator To Negotiate And Execute A Memorandum Of Understanding Relating To A Proposed Development Agreement Between The City Of Delaware, Ohio And The County Of Delaware, Ohio Relating To The Extension Of Sawmill Parkway)

Mr. O’Brien Objected

After discussion by the Board, that the specifics on the subject will still be brought back before the board, the board addressed the resolution.

RESOLUTION NO. 14-45

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO NEGOTIATE AND  
EXECUTE A MEMORANDUM OF UNDERSTANDING RELATING TO A PROPOSED  
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DELAWARE, OHIO AND THE  
COUNTY OF DELAWARE, OHIO RELATING TO THE EXTENSION OF SAWMILL PARKWAY:

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

WHEREAS, Sawmill Parkway is an arterial roadway located in the southwest part of Delaware County (the “County”) which has its current northern terminus at Hyatts Road (County Road 123); and

WHEREAS, the City of Delaware (the “City”) and the Delaware County Board of Commissioners (the “Board”) mutually acknowledge that the extension of Sawmill Parkway in a northerly/northwesterly direction would enhance the County’s transportation system and incentivize and facilitate economic development in the City and the County; and

WHEREAS, the City and the Board have engaged in negotiations to work cooperatively to finance and construct an extension of Sawmill Parkway from Hyatts Road to approximately 1600 feet north/northwest of U.S. Route 42 (the “Project”); and

WHEREAS, the County Administrator recommends adoption of a Memorandum of Understanding to outline the general terms and conditions under which the City and the Board wish to proceed, subject to the satisfaction of certain legal conditions and completion and execution of certain legal documentation, all subject to the reasonable approval by their respective legislative bodies; and

WHEREAS, section 305.30 of the Revised Code authorizes the County Administrator to contract on behalf of the

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Board within limits provided by a resolution of the Board, provided that the resolution authorizing such actions shall also specify the types of contracts upon which the administrator may act without further resolution of the Board, and to perform such additional duties as the Board may determine by resolution;

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

Section 1. The Board hereby authorizes the County Administrator to negotiate and execute a memorandum of understanding relating to a proposed development agreement between the City and the Board relating to the Project.

Section 2. The memorandum of understanding shall be non-binding and shall serve as an outline of the material business terms for the proposed development of the Project and is intended solely as an expression of the good faith intention of the Parties to proceed toward negotiation and documentation of a legally binding agreement with respect to the Project. The Board shall not be bound to the transaction or the Project until complete legal documentation, in the form of a development agreement, has been approved and fully executed by the City Council and the Board, with the understanding that either the City or the Board may terminate negotiations at any time.

Section 3. This Resolution shall take effect immediately upon adoption.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Mr. Stapleton**

- Board Meetings and changes to those Boards will be happening now that the "Deep Freeze" is over
- Bob Carpenter, Berkshire Township trustee, passed away recently. He will be missed. Pray for his family

**Mr. O'Brien**

- Mr. Carpenter cared a great deal about his constituents. He sends condolences to his family
- Has been in contact with Berkshire Township: Representatives from Simon/Tanger is coming Friday
- Many meetings coming up; looking forward to the busy schedule

**Mr. Merrell**

- Condolences to the Carpenter family
- Will be gone for the next couple of weeks due to surgery

**RECESS AT 10:10AM AND RECONVENE AT 1:30PM**

**IN THE FIELD:**

**1:30PM Viewing Of A Drainage Petition To Consider Proposed Drainage Improvements Within The Mooney Ditch #75 Drainage Watershed (Near The Vicinity Of Approximately 750' North Of 533 Glenn Rd Delaware, Ohio 43015)**

On Monday January 13, 2014, at 1:30PM (near the vicinity of approximately 750' North of 533 GLENN RD Delaware, Ohio 43015) The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

**Commissioners Present: Gary Merrell, President; Dennis Stapleton, Vice President and Ken O'Brien, Commissioner**

On October 13, 2013 A Drainage Petition Signed By Nutter Farm INC.; S. Diane Nutter, General Manager, and Others was filed with the Board of County Commissioners to 1) Generally improve the drainage both surface and subsurface to a good and sufficient outlet by creating new surface and subsurface drainage. 2. In Delaware County, Berlin Township and City of Delaware to drainage on the project of Mooney #75, near Glenn Road and State Route 37 East.

**NOTE: First Hearing On The Petition Is Scheduled For Monday April 7, 2014 at 10:30AM**

The Commissioners:

- viewed maps of area; swale across field
- landowners mentioned that 2 summers ago drainage was cleared to working outlet by owners
- wish to set up/maintain maintenance work, before additional owners in area
- 4 factors determine possible assessment: acres benefited, land use, percent of improvement used; remote factor
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- not aware of any major maintenance concerns at this time
- keep tile area to a good and sufficient outlet
- open ditch may be viewed from city park area

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who

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chose to sign the sign-in sheet.

SIGN-IN SHEET FOR JANUARY 13, 2014

1:30 PM VIEWING FOR CONSIDERATION OF THE MOONEY DITCH #75 DRAINAGE  
IMPROVEMENT PETITION FILED BY NUTTER FARM INC.; S. DIANE  
NUTTER, GENERAL MANAGER, AND OTHERS:

NAME	ADDRESS
JACKIE COLFLESH	3175 BOWTOWN RD DEL
Larry Ufferman	SWCD
Scott Stephens	..
M. It Link	..
Larry Starling	..
Rodger Glenn	Land owner
Gary Merrell	Commissioner
Brett Beigert	County Engineer
DENNIS STAPLETON	County Comm
S. DIANE NUTTER, GM	3273 MEADOMA DR DELS
Ken O'Brien	101 W. Sandusky

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners