

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 10, 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

10:30 AM Public Hearing For Consideration Of The Winding Creek Estates Section 4 Subdivision Drainage Petition

RESOLUTION NO. 14-125

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 6, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 6, 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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-126

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0207:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0207:

PR Number	Vendor Name	Line Description	Line Account	Amount
WORKERS COMP				
R1402475	PNC BANK	BWC PREMIUM PAYMENT	61311923-5300	\$30,000.00
EMERGENCY SERVICES				
R1402478	OHIO EDISON CO	ELECTRIC -- MEDIC 4 AND 5	10011303-5338	\$6,000.00

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

RESOLUTION NO. 14-127

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 the Child Support Enforcement Agency is requesting that Joyce M. Bowens attend the Columbus District ODCDA meeting in Lancaster, OH on June 19, 2014 at the cost of \$15.00 (fund number 23711630).

The County Engineer is requesting that Nate Meyer attend various training and conferences held at various location on various dates throughout 2014 at the cost of \$1450.00 (fund number 29240001).

The County Engineer is requesting that Mike Metzger attend various training and conferences held at various location on various dates throughout 2014 at the cost of \$800.00 (fund number 29240001).

The County Engineer is requesting that Brian Dilley attend various training and conferences held at various location on various dates throughout 2014 at the cost of \$800.00 (fund number 29240001).

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The County Engineer is requesting that Mike Seiter attend various training and conferences held at various location on various dates throughout 2014 at the cost of \$1450.00 (fund number 29240001).

The County Engineer is requesting that Jerry Ungashick, Jim Drumm, Phil Viers, Ron Ford, Chris McGrew, Mike Seiter, Mike Foreman, Randy Wilgus, Dawn Pack, Bob Sears, Joel Presthus, Jeff Liggett, Craig Moran, Bill Raeuchle, Joe Warner and Junior Yates attend various training and conferences for CEAO and LTAP held at various location on various dates throughout 2014 at the cost of \$5075.00 (fund number 29240001).

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

RESOLUTION NO. 14-128

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S
OFFICE TRANSPORT REPORTS FOR THE MONTH OF JANUARY 2014:

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 monthly reports for January 2014;

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 Reports for the month of January 2014.

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

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

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

RESOLUTION NO. 14-129

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR ALUM CROSSING
SECTION 2, PHASE B, PART 1:

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

Whereas Rockford Homes, Inc. has submitted the Plat of Subdivision (“Plat”) for Alum Crossing Section 2, Phase B, Part 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 16, 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 September 6, 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 December 24, 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 January 2, 2014; 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 January 31, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Alum Crossing Section 2, Phase B, Part 1.

Alum Crossing Section 2, Phase B, Part 1

Situated in the State of Ohio, County of Delaware, Township of Orange, and Being Part of Farm Lot 21, Section 2, Township 3, Range 18, and Being Part of the 50.801 Acre Tract as Conveyed to Rockford Homes, Inc. as Described in Official Record 192, Page 2088, County Recorder’s Office, Delaware, Ohio. Cost \$33.

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

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**PROPOSED RESOLUTION WAS WITHDRAWN AND NUMBER NOT UTILITIZED:
RESOLUTION NO. 14-130**

***IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR OLENTANGY CROSSINGS
SOUTH SECTION 2, LOT 7489, DIVISION #1:***

Whereas, Continental Olentangy Crossing, LLC has submitted the Plat of Subdivision ("Plat") for Olentangy Crossings South Section 2, Lot 7489, Division #1, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on December 3, 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 December 27, 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 December 24, 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 January 2, 2014; 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 January 31, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Olentangy Crossings South Section 2, Lot 7489, Division #1.

Olentangy Crossings South Section 2, Lot 7489, Division #1:

Situated in the State of Ohio, County of Delaware, Township of Orange, located in Part of Farm Lot 8, Section 2, Township 3, Range 18 West, United States Military Lands, and Being a Replat of Lot 7489 as Designated and Delineated on the Recorded Plat of Olentangy Crossings South Section 2, of Record in Official Record Volume 761, Page 790, Containing 5.569 Acres, More or Less, and Being Described in a Deed to Continental Olentangy Crossing, LLC of Record in Official Record Volume 1059, Page 753, All of Record in the Recorder's Office, Delaware County, Ohio. Cost \$3.00.

RESOLUTION NO. 14-131

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR HIGHLAND LAKES
NORTH SECTION 5, PART 4:**

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

Whereas South Delaware Investments, LLC has submitted the Plat of Subdivision ("Plat") for Highland Lakes North Section 5, Part 4, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on December 3, 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 December 2, 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 December 24, 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 January 2, 2014; 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 January 31, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Highland Lakes North Section 5, Part 4.

Highland Lakes North Section 5, Part 4

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Situated in the State of Ohio, County of Delaware, Township of Genoa, Being Located in Lot “E”, Quarter Township 2, Township 3, Range 17, United States Military Lands and Being all of a 0.980 Acre Parcel Conveyed to South Delaware Investments, LLC, an Ohio Limited Liability Company of Record in Deed Book 1092, Pages 98 through 103 (All Deed References Refer to the Records of the Recorder’s Office, Delaware County, Ohio). Cost \$6.

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

RESOLUTION NO. 14-132

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR 0.508 ACRES IN HIGHLAND LAKES NORTH SECTION 5 PART 3 AND 0.980 ACRES IN HIGHLAND LAKES NORTH SECTION 5, PART 4:

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

WHEREAS, on February 4, 2014, a Ditch Maintenance Petition for 0.508 Acres in Highland Lakes North Section 5, Part 3 and 0.980 acres in Highland Lakes North Section 5, Part 4 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 the 0.508 Acres in Highland Lakes North Section 5, Part 3 and 0.980 Acres in Highland Lakes North Section 5, Part 4 located off of Big Walnut and Worthington Roads in Genoa 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 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 \$42,817.97 for the benefit of the lots being created in this subdivision. 3 lots 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 \$14,272.66. An annual maintenance fee equal to 2% of this basis (\$285.45) 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 \$856.36 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

PROPOSED RESOLUTION WAD WITHDRAWN AND NUMBER NOT RE-UTILIZED
RESOLUTION NO. 14-133

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR SITE PLANS FOR MCDONALD’S - OLENTANGY CROSSINGS SOUTH - LOT 7489:

Whereas, as The Engineer recommends approving the Owner’s Agreement For Site Plans for McDonald’s - Olentangy Crossings South - Lot 7489;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement For Site Plans for McDonald’s - Olentangy Crossings South - Lot 7489:

Owner’s Agreement for Site Plans for McDonald’s - Olentangy Crossings South - Lot 7489

OWNER’S AGREEMENT

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**FOR
DRAINAGE IMPROVEMENTS**

THIS AGREEMENT made and entered into this 10th day of February 2014 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **McDONALD'S REAL ESTATE COMPANY, a Delaware corporation**, hereinafter called the **OWNER**, as evidenced by Exhibit C of the Engineering and Construction Plan entitled **McDonald's – Olentangy Crossings South – Lot 7489** which was approved by the County Engineer on November 25, 2013, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) **COUNTY** acknowledges that **OWNER** is not, as of the date of this **AGREEMENT**, the fee simple owner of any property shown on the **PLAN**, **OWNER** has a contract to acquire fee simple title to the property identified as "LOT #7870" on the **PLAN** (the "Property").
- 2) If **OWNER** acquires fee simple title to the Property, **OWNER** is to construct, install or otherwise make all of the improvements as are set forth on Exhibit D attached to this Agreement (the "Improvements") and as such, Improvements are to be performed and completed within the Property per the **PLAN**, which is a part of this **AGREEMENT**.
- 3) The **OWNER** shall pay the entire cost and expenses of said Improvements.
- 4) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SEVENTY-ONE THOUSAND FOUR HUNDRED DOLLARS (\$71,400)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said Improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
- 5) The **OWNER** shall deposit **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500)**, made payable to the Delaware County Engineer, estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When and if the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **OWNER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction of the Improvements, the remaining amount in the fund shall be returned to the **OWNER**.
- 6) The **OWNER** is to complete all construction of the Improvements to the reasonable satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**. Bond release will be contingent upon satisfactory completion of the Improvements and all items in Exhibit C of the approved plans, to include permanent stabilization.
- 7) Upon approval of the Improvements, all structures covered under Exhibit C of the approved plan will be placed on Delaware County's Ditch Maintenance Program.
- 8) The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said Improvements.
- 9) The **OWNER** will at all times during the construction of said Improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
- 10) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 11) If the **OWNER** should 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**.
- 12) Upon approval and acceptance of the Improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said Improvements stipulated herein.

RESOLUTION NO. 14-134

IN THE MATTER OF AUTHORIZING THE PURCHASE OF PICKUP TRUCKS AND A CAR FOR THE ENGINEER'S OFFICE:

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

WHEREAS, pursuant to Section 5549.01 of the Revised Code, the Board of Commissioners (the "Board") may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles, or other conveyances and maintain them for the use of the county engineer and the engineer's assistants when on official business; and

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WHEREAS, the County Engineer’s Office has a need for three pickup trucks and a car for use in performing the office’s official duties; and

WHEREAS, the Board is a member of the State of Ohio’s cooperative purchasing program; and

WHEREAS, the vehicles are available for purchase via the State of Ohio’s cooperative purchasing program;

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

Section 1: The Board hereby authorizes the purchase of a 2014 Dodge Avenger from Yark Automotive at the price of \$15,815.

Section 2: The Board hereby authorizes the purchase of a 2014 Dodge Ram Model 2500 Pickup Truck from Key CJDR at the price of \$29,427.50.

Section 3: The Board hereby authorizes the purchase of two (2) 2014 GMC Sierra Model 1500 Extended Cab Pickup Trucks from Bob Ross Buick at the total price of \$54,373.

Section 4: The purchases authorized herein shall be subject to the contract and terms and conditions for Index Numbers GDC093 and GDC104 in the State of Ohio’s cooperative purchasing program, which is fully incorporated herein and of which the purchase orders shall be made a part.

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

RESOLUTION NO. 14-135

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
U14-004	Columbia Gas of Ohio	Lanetta Lane	Install gas service
U14-005	Team Fishel	Green Meadows Drive	Place 4’ of PVC
U14-006	Time Warner Cable	Owenfield Drive/Evergreen Avenue	Place cable/conduit
U14-007	Time Warner Cable	Bent Tree Road	Place cable/conduit

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

RESOLUTION NO. 14-136

IN THE MATTER OF AWARDING THE BID TO L B CLEANING COMPANY, LLC FOR ITB #14-01 JANITORIAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for janitorial services for the Delaware County Offices at the Engineering Complex, 50 Channing Street and the Wolf Building, 149 N Sandusky Street on January 22, 2014, and;

WHEREAS, after carefully reviewing the bids received, the bid submitted by L B Cleaning Company, LLC has been determined to be the lowest, best bid for janitorial services.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, award the bid to L B Cleaning Company, LLC for ITB #14-01 Janitorial Services for Delaware County.

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

RESOLUTION NO. 14-137

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IN THE MATTER OF APPROVING BID DOCUMENTS AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DELAWARE COUNTY RESIDENTIAL DEMOLITION – MOVING OHIO FORWARD 2014:

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

WHEREAS, the Delaware County Economic Development Director and the Ohio Regional Development Corporation (“Grant Consultant”) have prepared all necessary bid documents for the project known as Delaware County Residential Demolition – Moving Ohio Forward 2014; and

WHEREAS, the Delaware County Economic Development Director and the Grant Consultant jointly recommend approving the bid documents and advertising for bids for the project;

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

Section 1: The bid documents for the project known as Delaware County Residential Demolition – Moving Ohio Forward 2014 are hereby approved.

Section 2: The Delaware County Economic Development Director and Grant Consultant are authorized to advertise for and receive bids on behalf of the Board in accordance with the following Public Notice:

NOTICE TO CONTRACTORS

Sealed proposals for the “Delaware County Residential Demolition– Moving Ohio Forward 2014” will be received by the Ohio Regional Development Corp. on behalf of the Delaware County Commissioners until 11:00 AM, March 5, 2014, and then at 11:00 AM at the Ohio Regional Development Corp, 120 ½ S. 4th Street, Coshocton, OH, opened and read aloud.

Scope of Work, Specifications, and Bid Documents can be requested from the Ohio Regional Development Corp. 740-622-0529 or via email Julie@ordevelopment.com. There are twelve General Demolition sites in this Project.

Each bid must be accompanied by either a Bid Bond in an amount of 10% of the bid amount with a surety satisfactory to the aforesaid Delaware County Board of Commissioners, or by certified check, cashier’s check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid Delaware County Board of Commissioners. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as Bid for: Delaware County Residential Demolition 2014 Project – Moving Ohio Forward and mailed or delivered to:

The Ohio Regional Development Corp
120 ½ S. 4th Street, Coshocton, OH 43812

A MANDATORY pre-bid meeting will be held at 11:00 AM on February 21, 2014, at 101 N. Sandusky Street, Delaware, OH 43015. Each prospective bidder MUST have a representative at this meeting in order to submit a bid.

The Delaware County Board of Commissioners reserves the right to waive any informality or to reject any or all bids. Attention of bidders is called to all of the requirements contained in the Bid Packet, various insurance requirements, various equal opportunity provisions, and working conditions. No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

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

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

RESOLUTION NO. 14-138

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FLOWLINE, LLC FOR DCRSD COLLECTION SYSTEM EMERGENCY SERVICES:

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following Agreement with Flowline, LLC for DCRSD Collection System Emergency Services.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Flowline, LLC in the total amount of \$40,000 from org key 66211901-5328.

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**DELAWARE COUNTY REGIONAL SEWER DISTRICT
COLLECTION SYSTEM EMERGENCY SERVICES CONTRACT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 10th day of February, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Flowline LLC, 3800 Lockbourne Road, Obetz, Ohio 43207 (“Contractor”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, emergency services in accordance with the Scope of Services attached hereto (Exhibit “A”) and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Section 4 – Compensation

The Board and Contractor agree that labor and equipment rates detailed in (Exhibit “B”) will be used to invoice the County for all work performed through December 31st 2014. All work shall be billed using the actual time and materials accrued as the basis of payment. Contractor agrees that a maximum multiplier of 1.15 will be used to establish billable values for any material or subcontractor required to perform the work as directed by the County. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not equal or exceed \$40,000.00 annually in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Term

This Agreement shall be in effect upon execution of contract to December 31st, 2014.

Section 7 – Insurance

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Liability and Warranties

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

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

Section 9 – Suspension or Termination of Agreement

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

Section 10 – Change in Scope of Work

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

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 **Non-Discrimination/Equal Opportunity:** Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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

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

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

**EXHIBIT A
Sanitary Sewer Collection System Backup Service Contract
Scope of Work**

Contractor shall provide the following minimum services as required by Delaware County on an as needed basis:

Tasks

Cleaning of Sewers, Manholes, Force Mains, and Air Release Valves

- Jetting and Vacuuming of sewers and manholes
- Cleaning (pigging) of force mains
- Cleaning and flushing of air release valves
- Cleaning of pump station wet wells including but not limited to the removal of grease, grit, and debris.

Repair of Sewers, Manholes, Force Mains and Air Release Valves

- Repair of gravity sewers by various applicable in situ and open cut methods and in accordance with the Sewer District standards.
- Repair of manholes including but not limited to grouting, epoxy coating, cone and barrel section, risers, lid and frame repair and or replacement
- Repair of force mains of various materials including but not limited to ductile iron, PVC, and HDPE. Force main sizes vary from 2 to 36 inch
- Repair/removal/replacement of air release valves. Valves varying in type, size and configuration
- Replacement and or repair of corporation stop valves
- Replacement and or repair of saddles and taps for valves
- Bypass pumping of sewers, manholes, force mains to facilitate repairs
- Repair of manholes including but not limited to grouting, cone and barrel section, risers, lid and frame repair and or replacement

Contractor shall be capable of the following:

- Confined space entry including under respirator required conditions
- Cleaning and Jetting of sanitary sewers, force mains, and wet wells
- Bypass pumping of pump stations
- Excavation to repair underground facilities
- Disposal of any and all debris collected from cleaning and or jetting activities
- Performance of Tasks as delineated above

Provided Equipment

Contractor shall provide the all equipment to facilitate the completion of the above tasks, including but not limited to:

- Jet truck and required appurtenances capable of jetting up to 800 feet of sanitary sewer with diameters between 6 and 48 inches
- Jet/Vac equipment capable of both on and off road access to sewer system that need maintenance
- Ability to enter manholes and structures (both confined and un confined space) to depths of 55 feet below the adjacent ground surface
- Vacuum Truck with minimum 2000 gallon liquid capacity
- Crane to remove equipment/debris/objects from underground facilities. Crane shall have a rated capacity of not less than 2 tons
- Bypass pumps as needed
- All required support vehicles, equipment, power, hand tools, and both non consumable and consumable materials to complete the required work

Provided Labor and Materials

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Contractor shall provide all labor and materials required to complete tasks and assignments as required by the County.

Response time:

Contractor shall respond to service calls by the Owner within two (2) hours of receipt of call. Contractor shall provide a means to be reliably contacted twenty four hours a day – seven days a week. If contractor is unable to meet response time requirements as delineated above, the contractor shall immediately inform the County at the particular time of the call or request from the County for assistance.

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

RESOLUTION NO. 14-139

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GOLF VILLAGE SECTION 12, PHASE D:

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

Whereas, the construction of new sanitary sewers at the Golf Village Section 12, Phase D 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:

Golf Village Section 12, Phase D

2161' feet of 8- inch sewer	\$129,242.00
11- manholes	\$18,788.00

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

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

RESOLUTION NO. 14-140

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Division of Environmental Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the State of Ohio's cooperative purchasing program.

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

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Regional Sewer District, being required to replace existing vehicles of the Sewer District.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2015 Ford F250 Extended Cab 4x4 with snow plow for \$29,838.50.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901514, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$29,838.50 from org key

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66211901 – 5450 to Germain Ford of Columbus, LLC.

Section 5. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 14-141

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Division of Environmental Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the State of Ohio's cooperative purchasing program.

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

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Regional Sewer District, being required to replace existing vehicles of the Sewer District.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2014 GMC Sierra 1500 4WD Crew Cab for \$28,880.10.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901514, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$28,880.10 from org key 66211901 – 5450 to Bob Ross Buick Inc. in Centerville, Ohio.

Section 5. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 14-142

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Division of Environmental Services to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the Ohio Department of Transportation (ODOT) cooperative purchasing program; and

WHEREAS, the vehicle is available for purchase via the ODOT cooperative purchasing program;

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

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Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Regional Sewer District, it being required to replace existing vehicles of the Sewer District.

Section 2. The Board hereby declares that the make and model of such vehicle is an International 2015 8600 SBA 6x4 (RF027) for a total price of \$117,828.00.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be in accordance with ODOT ITB# 023-13 of the ODOT cooperative purchasing program, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$117,828.00 from org key 66211901-5450 to Rush Truck Centers in Cincinnati, Ohio.

Section 5. This Resolution shall take immediate effect upon passage.

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

RESOLUTION NO. 14-143

IN THE MATTER OF AMENDING RESOLUTION NO. 12-1404 TO RESERVE ADDITIONAL FUNDS
WITHIN THE BUDGET STABILIZATION RESERVE BALANCE ACCOUNT IN ACCORDANCE
WITH O.R.C. 5705.13:

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

WHEREAS, in Resolution No. 12-1404, the Delaware County Board of Commissioners (the "Board") established a reserve balance account (the "Account"), pursuant to section 5705.13(A)(1) of the Revised Code, to stabilize the County budget against cyclical changes in revenues and expenditures; and

WHEREAS, Resolution No. 12-1404 set the amount of money to be reserved in the Account at Three Million Dollars (\$3,000,000) and provided that no additional money shall be reserved in the Account, unless and until the Board amends the Resolution to provide for additional money to be reserved in the Account for the purpose stated therein; and

WHEREAS, the Board has received, and expects to continue to receive, disbursements from the County Fund generated from a tax on gross casino revenues from the casinos operating within the State of Ohio; and

WHEREAS, the Board wishes to reserve the casino tax distributions within the Account;

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

Section 1. The Board hereby amends Resolution No. 12-1404 to increase the total amount of money to be reserved in the Account to Five Million Dollars (\$5,000,000), of which Two Million Dollars (\$2,000,000) shall be reserved from casino tax distributions the Board has received.

Section 2. The remaining provisions of Resolution No. 12-1404 shall continue in full force and effect unless specifically amended herein.

Section 3. This Resolution shall be effective immediately upon adoption.

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

ADMINISTRATOR REPORTS

Tim Hansley

-Would like some direction as to scheduling a Facilities Committee Meeting

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Will attend a DKMM meeting tomorrow in Mount Gilead

-Will attend a Family & Children First Council meeting before the next Commissioner Session

Commissioner Stapleton

-No reports

Commissioner Merrell

-No reports

RESOLUTION NO. 14-144

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF

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EMPLOYMENT, PROMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC
OFFICIAL AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 10:13 AM.

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

RESOLUTION NO. 14-145

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:35 AM.

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

RESOLUTION NO. 14-146

10:30AM PUBLIC HEARING FOR CONSIDERATION OF THE WINDING CREEK ESTATES
SECTION 4 SUBDIVISION DRAINAGE PETITION FILED BY BETHANY PEARSON AND
OTHERS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to open the hearing at 10:36AM.

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

RESOLUTION NO. 14-147

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE
3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT
PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF
COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve, for a specific occurrence, a suspension
of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules
Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 14-148 WAS NOT UTILIZED

RESOLUTION NO. 14-149

IN THE MATTER OF COMMISSIONERS ACCEPTING, EXHIBITS "A" FROM MR. PEARSON
AND EXHIBITS "B" FROM MR. MERCER, AS EVIDENCE FOR GRANTING THE PETITION
FOR THE WINDING CREEK ESTATES SECTION 4 SUBDIVISION WATERSHED AREA
DRAINAGE IMPROVEMENT PETITION PROJECT:

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

Whereas, on September 17, 2013, a Drainage Improvement Petition For The Winding Creek Estates Section 4
Subdivision Watershed Area was filed with the Board of Commissioners of Delaware County (the "Board");
and

Whereas, on February 10, 2014, the Board of Commissioners of Delaware County held a public hearing to
determined the action necessary, conductive to the public welfare, and the benefits derived exceed the cost
incurred for the improvement/maintenance of The Winding Creek Estates Section 4 Subdivision Watershed
Area Drainage Improvement Petition Project, and

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio accepts for review and
consideration Exhibits "A" From Mr. Pearson And Exhibits "B" From Mr. Mercer as evidence for granting the
petition.

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

RESOLUTION NO. 14-150

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE
WINDING CREEK ESTATES SECTION 4 SUBDIVISION DRAINAGE PETITION FILED BY
BETHANY PEARSON AND OTHERS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to close the hearing at 11:22 AM.

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

RESOLUTION NO. 14-151

IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE WINDING CREEK ESTATES SECTION 4 SUBDIVISION DRAINAGE PETITION FILED BY BETHANY PEARSON AND OTHERS:

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

Whereas, on September 17, 2013, a Drainage Petition for The Winding Creek Estates Section 4 Subdivision Watershed was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on Monday December 2, 2013, conducted a view of the proposed improvements; and

Whereas, the Board on Monday February 10th , 2014, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Winding Creek Estates Section 4 Subdivision Watershed Drainage Petition Project; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Winding Creek Estates Section 4 Subdivision Watershed Drainage Petition Project. The Board hereby fixes February 10, 2016 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR WINDING CREEK ESTATES SECTION 4 SUBDIVISION DRAINAGE PETITION PROJECT 40311446.

Section 5. 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.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

There being no further business, the meeting adjourned.

1:30PM Work Session

Jon Melvin, Manager Of Facilities

Presentations:
Statements Of Qualifications For Electric Procurement And Related Services For Delaware County, Ohio

-Scioto Energy
-CCAO/Palmer Energy

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Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners