

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 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

9:15 AM Special Joint Board Session Board Of Commissioners Of Delaware County Board Of Commissioners Of Union County

10:30 AM Public Hearing For Consideration Of The Wedgewood Place Section 1 Subdivision Drainage Petition

RESOLUTION NO. 14-171

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 20, 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 20, 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. 14-172

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0221:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0221and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1401945	Public Defender Attorneys	10011202-5301	\$750,000.00

PR	Vendor Name	Line Description	Line Account	Amount
Number				
JOB AND FAMILY SERVICE				
R1402552	VILLAGE NETWORK,THE	RESIDENTIAL TREATMENT	22511607 - 5342	\$198,543.72
R1402625	ACME ENTERPRISES INC	TRANSPORTATION	22411601 - 5355	\$ 27,000.00
R1402682	KEYSTONE RICHLAND CENTER LLC	RESIDENTIAL TREATMENT	22511607 - 5342	\$ 92,903.44
ECONOMIC DEVELOPMENT RL				
R1402677	WB REPUBLIC BUILDERS LLC	PAYMENT	23111709 - 5365	\$ 11,700.00
ENVIRONMENTAL SERVICES				
R1402689	TROPHY INDUSTRIAL MAINTENANCE	REPAIRS TO AERATION BLOWERS AT ALUM CREEK	66211904 - 5328	\$ 10,000.00
R1402697	ROTORK CONTROLS INC	ROTORK UNITS FOR CLARIFIERS AT ALUM CREEK	66211904 - 5450	\$ 10,000.00

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

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

RESOLUTION NO. 14-173

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM  
AGENT FOR THE PETITIONER, DONALD T. PLANK, REQUESTING ANNEXATION OF 5.0  
ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to acknowledge that on February 18, 2014, the Clerk to the Board of Commissioners received an annexation petition request to annex 5.0 acre from Orange Township to the City of Columbus.

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

RESOLUTION NO. 14-174

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM  
AGENT FOR THE PETITIONER, DONALD T. PLANK, REQUESTING ANNEXATION OF 1.0  
ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to acknowledge that on February 18, 2014, the Clerk to the Board of Commissioners received an annexation petition request to annex 1.0 acre from Orange Township to the City of Columbus.

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

RESOLUTION NO. 14-175

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 Emergency Communications is requesting that one Delaware County 911 DelComm employee attend the National Academy of Emergency Dispatch in Columbus, OH from March 13-14, 2014 at the cost of \$350.00 (fund number 1401114).

The Director of the Child Support Enforcement Agency is requesting that Wendy Shannon and Matthew Smith attend a hearing officer training in Lancaster, OH on February 27, 2014 at no cost.

The Director of the Child Support Enforcement Agency is requesting that Joyce Bowens attend a Re-Banding Sub Committee Meeting in Columbus, Ohio March 5, 2014; at the cost of \$12.00 (fund number 23711630).

The Director of EMS is requesting that Steven Roberts attend a Prevention and Response to Suicide Bombings Training in New Mexico April 27-May 2, 2014, at no cost to the county.

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

RESOLUTION NO. 14-176

IN THE MATTER OF TERMINATING OWNER’S AGREEMENT FOR SHOPPES AT  
WEDGEWOOD – MT. CARMEL URGENT CARE DRIVEWAY RELOCATION AND RETURNING  
LETTER OF CREDIT POSTED AS CONSTRUCTION SURETY TO WEDGEWOOD LIMITED  
PARTNERSHIP:

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

WHEREAS, on December 30, 2013, the Board of County Commissioners of Delaware County, Ohio entered into agreement with Wedgewood Limited Partnership and accepted Letter of Credit Number 801007436 in the amount of \$96,000 as surety for the construction of the project known as Shoppes at Wedgewood – Mt. Carmel Urgent Care Driveway Relocation, and

WHEREAS, stipulated in said Agreement was that should Shoppes at Wedgewood be annexed into the City of Powell, said Agreement would become null and void, and the Letter of Credit being held as surety returned to the Owner;

WHEREAS, the site known as Shoppes at Wedgewood was annexed into the City of Powell on Thursday, February 6, 2014.

NOW, THEREFORE, be it resolved by the Board of County Commissioners that:

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

Section 1: The Owner’s Agreement dated December 30, 2013 between the Board and Wedgewood Limited Partnership for the project known as Shoppes at Wedgewood – Mt. Carmel Urgent Care Driveway Relocation be nullified, and;

Section 2: Letter of Credit Number 801007436 in the amount of \$96,000 be returned to Wedgewood Limited Partnership and released for termination.

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

RESOLUTION NO. 14-177

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND FOR TRAILS END SECTION 1  
AND RELEASING BOND BEING HELD AS CONSTRUCTION SURETY:

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

Trails End Section 1

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Owner’s Agreement, The Engineer recommends that the maintenance bond be set at **\$146,000** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A Bond in that amount is in place. The Engineer also requests approval to return the Bond being held as construction surety to the Owner, Edwards Land Development Company, LLC.

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

RESOLUTION NO. 14-178

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
U14-008	Time Warner Cable	Windbrush Drive @ Owenfield Drive	Directional bore fiber cable
U14-009	Time Warner Cable	Cameron Avenue	Directional bore fiber cable
U14-010	Del-Co Water Company	East Liberty Road North	Install road bore & waterline
U14-011	AT&T	Harriott Road	Relocate cable & place new closures

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

RESOLUTION NO. 14-179

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION TO THE OHIO  
DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES GRANT  
FOR THE TRAINING OF PERSONNEL AND THE PURCHASE OF EQUIPMENT USED FOR  
TRAINING AND EDUCATION:

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

WHEREAS, the Ohio Department of Public Safety (“ODPS”) offers grants in support of emergency medical services; and

WHEREAS, the Chief of Delaware County Emergency Medical Services (“DCEMS”) recommends approval of this Resolution to authorize submitting an application for an ODPS reimbursement grant that would provide monetary resources to assist DCEMS in training, equipping, and improving availability, accessibility and quality of service, specifically to augment DCEMS training program with books and study materials and to facilitate the DCEMS Training Outreach to aid in county wide medical and trauma emergencies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the submitting of an application for an ODPS grant for emergency medical services purposes as set forth herein.

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

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

RESOLUTION NO. 14-180

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR  
KILDEER MEADOWS SECTION 3:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to accept the following Sanitary Subdivider’s Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for Kildeer Meadows Section 3;

SUBDIVIDER’S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 24th day of February 2014, by and between **M/I HOMES** herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **KILDEER MEADOWS SECTION 3** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **31** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **KILDEER MEADOWS SECTION 3**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the estimated cost of construction (**\$119,566.27**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

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

Initials \_\_\_\_\_ Date \_\_\_\_\_

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors’ agents or employees.

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

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative’s performance is deemed inadequate.

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

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014**

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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.

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (**\$4,184.82**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$10,125.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

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

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

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans.

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

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

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

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

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State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.

- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

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

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

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

**RESOLUTION NO. 14-181**

**IN THE MATTER OF REJECTING ALL BIDS FOR THE PROJECT KNOWN AS ALUM CREEK WATER RECLAMATION FACILITY ROOF REPLACEMENT CONTRACT NO. DCES 13-03:**

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

Whereas, Delaware County received bids for the Alum Creek Water Reclamation Facility Roof Replacement Project on January 17, 2014; and

Whereas, Delaware County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners reject all bids received for the Alum Creek Water Reclamation Facility Roof Replacement Project DCES 13-03.

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

**RESOLUTION NO. 13-182**

**IN THE MATTER OF APPROVING REVISED SPECIFICATIONS AND SETTING THE BID DATE AND TIME FOR THE PROJECT KNOWN AS ALUM CREEK WATER RECLAMATION FACILITY ROOF REPLACEMENT CONTRACT NO. DCES 14-03:**

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

Whereas , the Delaware County Board of Commissioners entered into an Agreement with Mays Consulting and Evaluation Services on July 23, 2012 per Resolution 12-729 to complete design services for the Alum Creek Water Reclamation Facility Roof Replacement Project; and

Whereas, the project was first bid in April 2013 and all bids were rejected per Resolution 13-579; and

Whereas, Change Order No. 1 was approved per Resolution 13-586 to complete an alternate design and revise bid documents; and

Whereas, the project was bid again in January 2014 and all bids were rejected; and

Whereas, the specifications have been revised to meet legal requirements; and

Whereas, the construction cost of the Improvement is estimated to be \$2,820,000.00.

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

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

Section 1: The revised specifications for the project known as Alum Creek Water Reclamation Facility Roof Replacement Project are hereby approved, and;

Section 2: The Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

PUBLIC NOTICE  
ADVERTISEMENT FOR BIDS

DELAWARE COUNTY REGIONAL SEWER DISTRICT  
Alum Creek Water Reclamation Facility  
Roof Replacement  
CONTRACT NO. DCES 14-03

Sealed Bids for the Alum Creek Water Reclamation Facility Roof Replacement will be received by the County of Delaware, Ohio at the Office of the Delaware County Regional Sewer District, 50 Channing Street (South Wing), Delaware, Ohio until **2:00 PM** local time on **Friday, March 21<sup>st</sup>, 2014**, and then at said Office publicly opened and read aloud.

THE CONTRACT DOCUMENTS may be examined at the following location:  
Delaware County Regional Sewer District  
50 Channing Street (South Wing)  
Delaware, Ohio 43015

A CD may be obtained free of charge containing specifications, bid forms and contract documents in PDF format on or after February 26<sup>th</sup>, 2014 at 12:00 P.M. at the Delaware County Regional Sewer District office, 50 Channing Street (South Wing), Delaware, Ohio 43015.

Bids shall be submitted in a sealed envelope marked “**Sealed Bid for Alum Creek WRF Roof Replacement**”. Each Bid must be accompanied by a Bid Guaranty in the form of a Bid bond or certified check (made payable to the Delaware County Board of Commissioners) in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Engineers estimate for the project: **\$2,820,000.**

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems most favorable to the County after the Bids have been examined and checked, and subject to the approval of the County Commissioners. The Contract, if awarded, will be awarded to the lowest and best Bidder, subject to the County’s right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

Prospective Bidders may call or send questions to the attention of Andy Raile, Project Administrator, Tel:(740) 363-9511, Fax:(740) 363-3050, P.O. Box 1020, Delaware, Ohio 43015.

A **MANDATORY** pre-Bid conference will be held on **Friday, March 14<sup>th</sup>, 2014** at **10:00 A.M.** at the Delaware County Regional Sewer District Office, 50 Channing Street (South Wing), 2<sup>nd</sup> floor Conference Room, Delaware, Ohio 43015. A site visit will immediately follow the conference to allow bidders to view the job site.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

The Bid will be advertised on February 26<sup>th</sup>, 2014 and March 6<sup>th</sup>, 2014, in the Delaware Gazette and Columbus Dispatch, and posted continuously on the Delaware County website (www.co.delaware.oh.us/).

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

RESOLUTION NO. 14-183

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND POLYDYNE, INC. FOR THE SUPPLY OF VARIOUS EMULSION POLYMERS:

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

WHEREAS, on January 22, 2014, the Sanitary Engineer’s office received bids for the Supply of Various Emulsion Polymers, and

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

WHEREAS, the bid from Polydyne, Inc. was identified as the lowest and best bid, and

WHEREAS, the staff from the Sanitary Engineer’s office evaluated the bid package, and

WHEREAS, the Sanitary Engineer has determined that the bid conforms to the specifications, and

WHEREAS, the Board of County Commissioners “The Board” has previously authorized a Notice of Award to Polydyne, Inc., and

WHEREAS, the Sanitary Engineer recommends the Board enter into a two year contract with Polydyne, Inc. for the supply of various emulsion polymers.

THEREFORE, be it resolved that The Board execute the “Agreement” and authorize the Sanitary Engineer to issue the “Notice to Proceed.”

FURTHERMORE, Be It Resolved that “The Board” approves a purchase order with Polydyne, Inc. in the total amount of \$96,000.00 with \$60,000.00 being from org key 66211903-5290 and \$36,000.00 being from org key 66211904-5290.

AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND  
CONTRACTOR  
FOR DCES CONTRACT 14-02: SUPPLY OF VARIOUS EMULSION POLYMERS

This AGREEMENT is by and between Delaware County Board of Commissioners, Delaware,  
Ohio

(Owner) and Polydyne, Inc.

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply and deliver various emulsion polymers to the Alum Creek Water Reclamation Facility (ACWRF) and Olentangy Environmental Control Center (OECC).

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Supply and deliver various emulsion polymers to the Alum Creek Water Reclamation Facility (ACWRF) and Olentangy Environmental Control Center (OECC).

ARTICLE 3 - ENGINEER

3.01 The Project has been ~~designed by~~ **specified by** the Delaware County Sanitary Engineer, who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

~~All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.~~

The contract shall be for 24 months from the date of the agreement, with two (2) optional one year extensions or one (1) optional two year extension if mutually agreeable by both Owner and Contractor. Contractor shall be able to supply the item(s) bid immediately following execution of the contract and in accordance with the specifications.

4.02 Dates for Substantial Completion and Final Payment-**Not used**

4.03 Liquidated Damages-**Not Used**

ARTICLE 5 - CONTRACT PRICE

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. For unit price work:

<u>Item No.</u>	<u>Item</u>	<u>Unit Price</u>
1	Polymer A	\$1.030 /lb of Polymer Emulsion Solution
2	Polymer B	\$1.030 /lb of Polymer Emulsion Solution

Estimated amounts of the various emulsion polymer solutions needed for the County are provided in the specifications. The estimated amounts are based on historical usage, but the total amount of polymers needed will vary. The County will not guarantee a minimum or maximum amount. The County is not obligated to purchase any specific quantity of material under this contract. Payment will be paid from invoices sent to the County. All invoicing is to be sent to the DCRSD at 50 Channing St., Delaware, OH 43015. The County shall make payment within 30 days after invoice amount is confirmed. Costs shall include all applicable taxes, fees and charges.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 6 of this contract shall bear interest at the rate of one percent (1.0%) per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. ~~Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.~~

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014**

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J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 - CONTRACT DOCUMENTS**

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages CF-1 to CF-7, inclusive).
2. Addenda (numbers N/A to N/A, inclusive).
3. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages BF-7, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages BF-10 to BF-18, inclusive).
4. Contract bond (pages BF-8 to BF-9, inclusive).
5. Legal and Fiscal Officers (page CF-8, inclusive).
6. Certificate of Insurance (pages CF-9, inclusive).
7. Supplementary Conditions (pages CF-49 to CF-51, inclusive).
8. General Conditions (pages CF-10 to CF-48, inclusive).
9. The following documents, which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice of Award
  - b. Notice to Proceed
  - c. Work Change Directive(s).
  - d. Change Order(s).
10. Specifications.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.

D. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.

E. There are no Contract Documents other than those listed above in this Article 9.

F. The Contract Documents may only be amended, modified, or supplemented by change order. as provided in Paragraph 3.04 of the General Conditions.

**ARTICLE 10 – INSURANCE**

10.1 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.

10.2 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.

10.3 Workers' Compensation Coverage

Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014**

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Identical coverage shall be required to be provided by all subcontractors, if any.

10.4 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 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

10.5 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 10.4. 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.

**ARTICLE 11 – INDEMNIFICATION**

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

**ARTICLE 12 - MISCELLANEOUS**

12.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

12.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.05 Other Provisions: Findings for Recovery

A. Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

12.06 Campaign Finance – Compliance with O.R.C. § 3517.13

A. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof

12.07 Contractor agrees to the following:

A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

B. That Contractor, any subcontractor, or any person on Contractor’s or subcontractor’s behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.

C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;

D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

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

RESOLUTION NO. 14-184

IN THE MATTER OF AWARDING A BID TO THATCHER COMPANY OF NEW YORK, INC. FOR  
CALCIUM NITRATE:

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

SEALED BIDS for SUPPLY OF CALCIUM NITRATE were received by the County of Delaware, Ohio at the Office of the Sanitary Engineer at 2:00 PM local time January 21, 2014.

Two (2) bids were received. The lowest and best bid received was received from Thatcher Company of New York, Inc.

THEREFORE BE IT RESOLVED that the SUPPLY OF CALCIUM NITRATE be awarded to Thatcher Company of New York, Inc. The Sanitary Engineer shall prepare the necessary NOTICE OF AWARD and CONTRACT documents and submit them to the contractor for execution.

By ORDER of the Board of County Commissioners.

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

RESOLUTION NO. 14-185

IN THE MATTER OF APPROVING TRANSFER APPROPRIATIONS,

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

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

Transfer of Appropriations		
From	To	Amount
10011301 – 5001	10011301 – 5301	\$10,000.00
Code Compliance/ Compensation	Code Compliance/Contracted Services	
66611906 – 5450	66611906 –5301	\$50,000.00
Tartan Fields/ Machinery & Equipment	Tartan Fields/ Contracted Services	

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

RESOLUTION NO. 14-186

RESOLUTION FOR VACATION OF SANITARY SEWER EASEMENT:

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

WHEREAS, on July 28, 2000, Wilmoë S. Murphy granted to the Board of County Commissioners of Delaware County, Ohio a Sanitary Sewer Easement; and

WHEREAS, said easement was subsequently filed for record in Volume 53, Page 2461-2465 of the Delaware County, Ohio records; and

WHEREAS, a portion of the easement was never used by the County; and

WHEREAS, Epcon Communities is seeking to complete a development on a property where the previously recorded easement was not used; and

WHEREAS, the County Sewer District staff has reviewed the proposed development and determined that a portion of the previously recorded easement (more particularly described on the attached vacation exhibit) conflicts with and is not necessary for the proposed new development on the property; and

WHEREAS, the Developer requests that the aforementioned portion of the previously recorded easement be vacated to allow for the proposed new development,

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby vacates, terminates, cancels and releases the portion of the permanent easement recorded in Volume 53, Pages 2461-2465 shown on the attached vacation exhibit, and the obligations and burdens contained therein. (Copy available for review at the Commissioners’ Office until no longer of administrative value.)

PARTIAL VACATION OF SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, **Delaware County, office of the Sanitary Engineer** (“Grantor”), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by **Epcon Sawmill, LLC** (“Grantee”), the receipt whereof is hereby acknowledged, does hereby release any and all easement rights in and vacates a portion of the easement for sanitary sewer purposes of record granted by Wilmoë S. Murphy to Grantor by writing dated July 28, 2000, and recorded in Volume 53, Page 2461, Recorder’s Office, Delaware County, Ohio, (the “Sanitary Sewer Easement”), said portion to be vacated being more particularly described in the plat and legal description attached as Exhibit A hereto, which is, by this reference, fully incorporated herein. The Delaware County Sanitary Engineer has determined the partial release and vacation of the Sanitary Sewer Easement will not adversely affect the County of Delaware, Ohio;

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

ADMINISTRATOR REPORTS

Tim Hansley

-Facilities Committee Meeting is this week. The architects are bringing updates costs and options.

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Stapleton

-No reports

Commissioner O’Brien

-Attended and participated in the COYC meeting last week.

Commissioner Merrell

-Received the sales tax report from Auditor Kaitza and the results were ahead of projections

-Chief Schuiling and Commissioner Merrell will be attending a meeting with Commissioner Whiston from Morrow County for bids that will be going out for help with their EMS.

RESOLUTION NO. 14-187

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISCIPLINE OR COMPENSATION OF A PUBLIC EMPLOYEE OR OFFICIAL:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 9:47 AM.

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

RESOLUTION NO. 14-188

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 10:34 AM.

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

RESOLUTION NO. 14-189

10:30AM PUBLIC HEARING FOR CONSIDERATION OF THE WEDGEWOOD PLACE SECTION 1 SUBDIVISION DRAINAGE PETITION FILED BY WEDGEWOOD PLACE HOMEOWNERS ASSOCIATION AND OTHERS:

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

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

RESOLUTION NO. 14-190

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

RESOLUTION NO. 14-191

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE WEDGEWOOD PLACE SECTION 1 SUBDIVISION DRAINAGE PETITION FILED BY WEDGEWOOD PLACE HOMEOWNERS ASSOCIATION AND OTHERS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to close the hearing at 10:43 AM.

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

RESOLUTION NO. 14-192

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 WEDGEWOOD PLACE SECTION 1 SUBDIVISION DRAINAGE PETITION FILED BY WEDGEWOOD PLACE HOMEOWNERS ASSOCIATION AND OTHERS:

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

Whereas, on September 24<sup>th</sup>, 2013, a Drainage Petition for The Wedgewood Place Section 1 Subdivision Watershed was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on Monday December 16<sup>th</sup>, 2013, conducted a view of the proposed improvements; and

Whereas, the Board on Monday February 24<sup>th</sup>, 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 Wedgewood Place Section 1 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.

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014

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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 Wedgewood Place Section 1 Subdivision Watershed Drainage Petition Project. The Board hereby fixes February 24<sup>th</sup>, 2015 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 WEDGEWOOD PLACE SECTION 1 SUBDIVISION DRAINAGE PETITION PROJECT 40311447.

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

There being no further business, the meeting adjourned.

**1:30PM WORK SESSION**

**PRESENTATIONS COMMUNITY ENHANCEMENT PROGRAM**

**The Following Organizations Will Be Presenting To The Board During The Work Session:**

- Hartford County Fair, Larry Hughes**
- Delaware County Historically Society, Brent Carson**
- The Arts Castle, Ralph Hodges**
- Central Ohio Symphony, Warren Hyer**
- Delaware County Fair, Al Myers**
- Delaware Speech And Hearing, Guy Naples**
- Main Street Delaware, Frances Jo Hamilton**

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Gary Merrell

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Ken O'Brien

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Dennis Stapleton

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**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 24, 2014**

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Jennifer Walraven, Clerk to the Commissioners