

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 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

- 9:00 AM Special Joint Board Session
For The Joint Board Of The Delaware County And Union County Boards Of Commissioners For Final Hearing To Address The City Of Columbus Upground Reservoir Site No. 2 (Project No. 690370) Drainage Petition Project
- 9:30 AM Regular Session
- 10:00 AM Public Hearing Under Chapter 349 Of The Ohio Revised Code For The Application To Add Certain Parcels Of Real Property Owned By Epcon Sawmill, LLC To The Powell Community Infrastructure Financing District And To Amend The Petition For Establishment Of The Powell Community Infrastructure Financing Authority As A New Community Authority
- 10:10 AM Public Hearing Under Chapter 349 Of The Ohio Revised Code For The Application To Add Certain Parcels Of Real Property Owned By Metro Development LLC To The Powell Community Infrastructure Financing District And To Amend The Petition For Establishment Of The Powell Community Infrastructure Financing Authority As A New Community Authority
- 10:30 AM Public Hearing For Consideration Of The Mooney Ditch #75 Drainage Improvement Petition Filed By Nutter Farm Inc.; S. Diane Nutter, General Manager, And Others

RESOLUTION NO. 14-366

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 27, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on March 27, 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. 14-367

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0404:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0404 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
New Horizons	Tuition	22311611-5348	\$16,400.00

PR Number	Vendor Name	Line Description	Line Account	Amount
ENVIRONMENTAL SERVICES				

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

R1403206	COUNTY RISK SHARING AUTHORITY	VITITOE CLAIM LEGAL FEES	60111901 - 5370	\$26,002.60
R1403209	COUNTY RISK SHARING AUTHORITY	DEDUCTIBLES CLAIMS	60111901 - 5370	\$10,000.00
R1403020	STANTEC CONSULTING	NORTHSTAR	66211911 - 5301	\$ 6,500.00
R1403268	POSTMASTER	POSTAGE FOR MAY 2014	66211901 - 5331	\$ 9,750.00
R1403279	HENRY P THOMPSON CO	SCADA UNITS - REGIONAL SEWER DISTRICT	66211903 - 5260	\$ 4,437.50
R1403279	HENRY P THOMPSON CO	SCADA UNITS - REGIONAL SEWER DISTRICT	66211904 - 5260	\$ 4,437.50
R1403279	HENRY P THOMPSON CO	CELLULAR COMMUNICATIONS PLAN - REGIONAL SEWER	66211903 - 5330	\$ 770.00
R1403279	HENRY P THOMPSON CO	CELLULAR COMMUNICATIONS PLAN - REGIONAL SEWER	66211904 - 5330	\$ 770.00
JOB AND FAMILY SERVICES				
R1403253	WATERFORD SIGNS INC	SIGNS	22311611 - 5313	\$ 5,722.53

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

RESOLUTION NO. 14-368

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Chief Probation Officer is requesting that Erin Rohrer and Jarrod Burton attend an Ohio Community Corrections Conference in Columbus, Ohio from May 1-2, 2014 at the cost of \$450.00 (fund number 25422301).

The Manager of the Facilities department is requesting that Jon Melvin and Jack Prim attend the CCAO County Courthouse Symposium in Columbus, Ohio on May 16, 2014 at the cost of \$115.00 (fund number 10011105).

The Assistant County Administrator is requesting that Chris Shaw, Alison Miller and Megan Henry take part in a ‘Just the Basics Webinar-Managing Your Inbox’ at the cost of \$20.00 (fund number 10011103).

The Assistant County Administrator is requesting that Alison Miller and Megan Henry attend an Administrative Professionals Day Lunch Meeting in Delaware, Ohio at the cost of \$36.08 (fund number 10011103).

The Juvenile Court is requesting that Judge Kenneth Spicer attend the AM Judge’s Association 2014 Mid-year meeting in Phoenix, Arizona from April 30-May 3, 2014 at the cost of \$1500.40 (fund number 27826325).

The Adult Court Services department is requesting that Carolee Conklin, Diane Linville and Lindsey Jacobs attend a Community Control Conference in Columbus, OH from May 1-2, 2014 at the cost of \$675.00 (fund number 25422311).

The Director of Emergency Communications is requesting that two DelComm employees attend an Annual TAC Class; Terminal Agency Coordinator in Columbus, OH on June 4, 2014 at no cost.

The Director of Emergency Communications is requesting that two DelComm employees attend an Entering Agency New TAC Class; Terminal Agency Coordinator in Columbus, OH on April 8, 2014 at no cost.

The Director of Emergency Medical Services is requesting that Glenn Keating attend an Ohio EMS Conference in Columbus, OH on May 19, 2014 at no cost.

The Manager of Facilities is requesting to attend a Brickler-Eckler Project Delivery Models and Bidding for Public Construction Contracts in Ohio class in Dublin, OH on May 9, 2014 at the cost of \$199.00 (fund number 10011105).

The Director of the Child Support Enforcement Agency is requesting that Darci Sholler, Emily Moore, Sherry Fluery, Pat Church, Zeke Keensbury, Leslie Owens and Wendy Shannon attend an OCDA Spring Symposium in Dublin, OH on April 28 and/or 29, 2014 at the cost of \$600.00 (fund number 23711630).

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

SHELIA HIDDLESON, RN, MS
HEALTH COMMISSIONER DELAWARE GENERAL HEALTH DISTRICT

RESOLUTION NO. 14-369

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

**IN THE MATTER OF PROCLAIMING APRIL 7-13 AS PUBLIC HEALTH WEEK
IN DELAWARE COUNTY:**

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

WHEREAS, the week of April 7–13, 2014, is National Public Health Week, and the theme is “Public Health: Start Here”.

WHEREAS, seven in 10 deaths in the U.S. are related to preventable diseases such as obesity, diabetes, high blood pressure, heart disease and cancer.

WHEREAS, nearly one-third of all students in the United States do not graduate from high school on time. Students who do not graduate face lifelong health risks and high medical costs, and are more likely to engage in risky health behaviors.

WHEREAS, more than half of all cancer deaths could be prevented by making healthy choices like not smoking, staying at a healthy weight, eating right, keeping active and getting recommended screening tests.

WHEREAS, foodborne contaminants cause an average of 5,000 deaths, 325,000 hospitalizations, 76 million illnesses and costs billions of dollars annually. The five most common foodborne pathogens cost the U.S. economy more than \$44 billion each year in medical costs and lost productivity.

WHEREAS, the community remains protected from a range of illnesses due to the work of Delaware General Health District registered sanitarians who teach food safety and proper hand washing classes in addition to conducting routine food, pool and campground inspections.

WHEREAS, the Delaware General Health District works to protect and prevent the spread of illness through its clinic services. In 2013, DGHD registered nurses provided 1,842 child immunizations, 519 adult immunizations and 2,268 flu immunizations.

WHEREAS, in an effort to combat obesity and tobacco issues, DGHD’s obesity prevention program Healthy Children, Healthy Weights has educated over 30 childcare centers and close to 2,900 children on healthy eating choices. In addition, the Tobacco-Free Delaware County Coalition led by the Health District was instrumental in getting more community parks to go tobacco-free in 2013.

WHEREAS, strong public health agencies, such as the Delaware General Health District, are critical for sustaining and improving community health.

NOW, THEREFORE, WE, the Delaware County Board of Commissioners, do hereby proclaim the week of April 7-13, 2014, as National Public Health Week, and call upon the people of Delaware County to observe this week by helping our families, friends, neighbors, co-workers and leaders better understand the value of public health and adopt preventive lifestyle habits in light of this year’s theme, “Public Health: Start Here.”

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

RESOLUTION NO. 14-370

**IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS DECLARING THE WEEK OF
APRIL 6th NATIONAL CRIME VICTIMS’ RIGHTS WEEK IN DELAWARE COUNTY:**

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

WHEREAS, Delaware County continues its efforts to prevent and respond to crime at every level, it will never neglect to show fairness, dignity, and respect to survivors of crime, and will honor them during National Crime Victims’ Rights Week 2014.

WHEREAS, Delaware County will observe National Crime Victims’ Rights Week from April 6 through April 12 by placing signs for each township on the lawn of the Delaware County Commissioners’ Office. This display will serve as a powerful reminder that victims are not alone and healing is possible. Victims will also be honored through the Clothesline Project and with the 6th annual Walk-A-Mile-In-Her-Shoes event, scheduled for May 2. The Clothesline Project honors survivors of domestic violence, and the Walk-A-Mile event raises awareness about sexualized violence toward women.

NOW THEREFORE BE IT RESOLVED, It is with great respect that the Delaware County Commissioners express their admiration for those survivors of crime who have turned personal tragedies into triumph. As a community, we understand that crime has an impact, and we vow to demonstrate compassion and offer support for those who need it most. To those who serve -- our volunteers, law enforcement officers, prosecutors, victim service providers, health care professionals, parole and probation officers, counselors and a host of many others whose dedication and service to victims helps to lessen the trauma and assist in personal recoveries... we offer our deepest gratitude.

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

FURTHER BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY THAT, The week of April 6 through 12, 2014, is declared National Crime Victim’s Rights Week in Delaware County, and all citizens of Delaware County are encouraged to use this week to reaffirm their commitment to victims of crime by extending to them respect, understanding, and compassion.

BE IT HEREBY RESOLVED, That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

RESOLUTION NO. 14-371

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

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the County Engineer, has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	County Engineer
Office/Department:	Engineer’s Office
Daily spending per card:	\$ 4,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$ 4,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card 1:	James E. Drumm Jr.
Department Coordinator:	Sue Davis
Vote on Motion	Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-372

IN THE MATTER OF APPROVING AN AGREEMENT TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION PURCHASE OF SODIUM CHLORIDE (ROCK SALT):

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

RESOLUTION as adopted for sodium chloride/rock salt to be procured by the ODOT through two separate contracts (a summer fill and winter use). A summer fill contract (Contract #418-15) that shall commence upon the date of contract award (May 8th estimated award date) and expire on October 31, 2014, and a Winter use contract (Contract #018-15) that shall commence November 1, 2014 and expire May 31, 2015;

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now, Therefore, Be it Resolved by the Board of Commissioners of Delaware County, Ohio that:

Gary Merrell, President of the Board of County Commissioners, is hereby authorized in the name of Delaware County, Ohio to complete any necessary forms and agreements

To participate in the Ohio Department of Transportation’s Contract(s) for Rock Salt and Agrees:

- 1. To be bound by the terms and conditions of contracts 018-15 (Winter use) and 418-15 (Summer fill);

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

- 2. To be responsible for purchasing at minimum 90% of the total tonnage requested for your political subdivision (applies to 018-15 Winter use contract only);
- 3. To be responsible for purchasing the total tonnage amount (100%) of salt requested for the Summer Fill contract (418-15) only withstanding if the awarded vendor delivers within the time constraints set forth in the contract.
- 4. To be responsible for placing all orders for salt directly with the awarded vendor;
- 5. To be responsible for prompt payment directly to the vendor for quantities delivered under the contract(s);
- 6. To be responsible for resolving all disputes arising out of participation in the contract(s) and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract(s) pursuant to Ohio Revised Code Section 5513.01(b);

MINIMUM TONNAGE REQUEST= 22 Tons (1 Truckload)

418-15 Summer Fill Contract- (100% of tonnage guaranteed) (Contract award date-October 31, 2014)		
STOCKPILE LOCATION(S):	STOCKPILE CAPACITY:	TONS REQUIRED: (must purchase 100%)
1020 US Route 42 North, Delaware, OH 43015	4,500	2,500
1454 Rome Corners Rd, Galena, OH 43074	2,500	500
7049 Big Walnut Road, Galena, OH 43021	600	250
018-15 Winter Use Contract- 90/110% (Min/Max Tonnage) (Nov 1, 2014-May 31, 2015)		
STOCKPILE LOCATION(S):	STOCKPILE CAPACITY:	TONS REQUIRED: (90/110% min/max)
1020 US Route 42 North, Delaware, OH 43015	4,500	6,500
1454 Rome Corners Rd, Galena, OH 43021	2,500	1,500
7049 Big Walnut Road, Galena, OH 43021	600	0

Participating Political Subdivisions are intended beneficiaries under these contracts and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in these contracts (as applicable to each Political Subdivision) during the upcoming Summer fill up and winter season, upon award of the contract by ODOT to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of each contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of these contracts may invalidate participation for the following summer or winter season contracts.

This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services **prior** to the mailing of the Invitation to bid. Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

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

RESOLUTION NO. 14-373

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR MEADOWS AT LEWIS CENTER NORTH:

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

Whereas, as The Engineer recommends approving the Owner’s Agreement For Meadows at Lewis Center North;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement For Meadows at Lewis Center North;

Owner’s Agreement for Meadows at Lewis Center North

PROJECT AGREEMENT

PROJECT NUMBER: 13041

THIS AGREEMENT, executed on this 7th day of April 2014 between JONES/LEWIS CENTER

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014**

LLC, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **MEADOWS AT LEWIS CENTER NORTH**, further identified as Project Number 13041 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

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

OWNER hereby elects to use Option 2 for this project.

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

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY THOUSAND DOLLARS (\$60,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

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

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$1,461,300
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 146,100
INSPECTION FEE DEPOSIT	\$ 60,000

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

RESOLUTION NO. 14-374

IN THE MATTER OF TERMINATING SUBDIVIDER’S AGREEMENTS FOR KILLDEER MEADOWS SECTION 3 AND KILLDEER MEADOWS SECTION 4:

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

WHEREAS, on October 18, 2004, the Board of County Commissioners of Delaware County, Ohio entered into agreements with Mobley Homes of Ohio, Inc. for the construction of the projects known as Killdeer Meadows Section 3 and Killdeer Meadows Section 4; and

WHEREAS, the Engineer has been advised by Mobley Homes that these projects will be sold to MI Homes and requests that the Subdivider’s Agreements dated October 18, 2004 be terminated;

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

Section 1: The Subdivider’s Agreements for Killdeer Meadows Section 3 and Killdeer Meadows Section 4 dated October 18, 2004 between the Board and Mobley Homes, Inc. be terminated.

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

RESOLUTION NO. 14-375

IN THE MATTER OF AUTHORIZING THE PURCHASE OF VARIOUS EQUIPMENT FOR THE ENGINEER’S OFFICE ALONG WITH TRADE-IN:

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

WHEREAS, the County Engineer’s Office has a need for a trailer, roller, truck chassis, dump body, hydraulic system, mowing tractor and boom mower 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 (the “Program”), and some of the needed equipment is available for purchase via the Program; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the County has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, Rudd is offering a trade-in credit on the purchase of a new compaction roller; and

WHEREAS, the County has a Roller Bomag BW11AS that is not needed, obsolete, or unfit for public use and that will be accepted for a credit on the purchase of the new compaction roller; and

WHEREAS, the trailer and the hydraulics system which are not under the Program, are priced below the amount required for competitive bidding but more adequately meet the needs of the Engineer’s Office than those on the

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

Program; and

WHEREAS, pursuant to section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in the Program contracts if the Board can purchase those supplies or services from the other party upon equivalent terms, conditions, and specifications but at a lower price than it can through the Program contracts; and

WHEREAS, the dump body is available from another party, Henderson Truck Equipment, upon equivalent terms, conditions, and specifications but at a lower price than through the Program contract;

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 Western Star 4700 Truck Chassis from Kinstle Sterling/Western Star Truck Center at a price of \$98,045.00.

Section 2: The Board hereby authorizes the purchase of a New Holland T6.140 Mowing Tractor from Franklin Equipment at a price of \$79,996.00

Section 3: The Board hereby authorizes the purchase of a Bomford Falcon VGA Arm and Bomford Pro-cut 1500 Head Boom Mower from Parsons Equipment at a price of \$59,108.09

Section 4: The purchases authorized in Section 1, 2, and 3 hereof shall be subject to the contract and terms and conditions for Index Number STS515 and 044-14 in the Program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 5: The Board hereby approves the purchase of a 2014 Volvo DD 38HF Compaction Roller from Rudd at a price of \$73,772.00

Section 6: The Board hereby finds that the County has a Roller Bomag BW1AS, Serial Number 109D08906529, that is not needed, obsolete, or unfit for public use and authorizes sale of the roller to Rudd at a price of \$22,205.37 as a credit on the purchase price stated in Section 5.

Section 7: The purchase authorized in Section 5 hereof shall be subject to the contract and terms and conditions for Index Number STS515 in the Program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 8: The Board hereby authorizes the purchase of a 2014 Cronkhite Model 3012 12,000# payload tilt top trailer from Southeastern Equipment Company at the price of \$8,710.00

Section 9: The Board hereby authorizes the purchase of a 2014 Allison 3000RDS Trans Hydraulic System from Force America Distributing, LLC at the price of \$13,585.00.

Section 10: The Board hereby authorizes the purchase of a Henderson Model Mark E 10' stainless steel dump body from Henderson Truck Equipment at the price of \$48,290.00, in accordance with section 125.04 of the Revised Code.

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

RESOLUTION NO. 14-376

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ROURKE ACQUISITION SERVICES, INC. FOR RIGHT-OF-WAY ACQUISITION SERVICES:

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

Whereas, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

Whereas the County Engineer recommends approval of a Contract with Rourke Acquisition Services, Inc. for right-of-way acquisition services;

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with Rourke Acquisition Services, Inc. for Right-of-Way Acquisitions Services as follows:

REAL ESTATE ACQUISITION SERVICES CONTRACT

Section 1 – Parties to the Agreement

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014**

This Agreement is made and entered into this 7th day of April, 2014 by and between the Delaware County Board of Commissioners, Delaware County, Ohio ("County"), and the firm of Rourke Acquisition Services, Inc., 1361 Haines Avenue, Columbus, Ohio 43212 ("Consultant").

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

Section 3 – Basic Services of Consultant

The duties of the Consultant shall encompass the following tasks for various projects within Delaware County.

- A. Low Value Analysis, for parcels under \$10,000 in value;
- B. Negotiation Services;
- C. Title Work and Closing;
- D. Right-of-Way Acquisition Project Management;

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section 3, an amount not to exceed **Fifty Thousand Dollars (\$50,000.00)** based on cost proposal submitted February 10, 2014, which is attached hereto and, by this reference, fully incorporated herein.
- 4.2 The actual cost plus reimbursable expenses as incurred by the Consultant in the performance of the portion of the work outlined in Section 3 of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$50,000. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2015 or when the amount of \$50,000, as described previously, has been invoiced and paid to the Consultant (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date of the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.
- 5.2 County shall provided all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

- 6.1 The Consultant shall provide a written detailed cost proposal for each project at the request of the County prior to services being performed.
- 6.2 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

Section 7 – Insurance

- 7.1 General Liability Coverage: Consultant 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: Consultant 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: Consultant 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. Consultant shall require all of its subcontractors to provide like endorsements.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014**

- 7.5 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, 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 required by 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant 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 Consultant, 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 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final estimate for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

In the unforeseen event that substantial changes to the scope of work as defined in Section 3 are required during performance of work under this Agreement, 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.

Section 11 – Ownership of Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant 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. Consultant 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.

- 13.2 **Independent Contractor:**

Rourke Acquisition Services, Inc. agrees that he/she/it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

Rourke Acquisition Services, Inc. assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract.

Independent Contractor Acknowledgement /No Contribution to OPERS

The County is a public employer as defined in R.C. § 145.01(D). The County has classified Rourke Acquisition Services, Inc. as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Rourke Acquisition Services, Inc. for services and/or deliverables rendered and/or received under or pursuant to this Contract. Rourke Acquisition Services, Inc. acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed he/she/it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Rourke Acquisition Services, Inc. agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Contract. The County shall retain the completed Form and

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

immediately transmit a copy of it to OPERS.

- 13.3 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant 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.

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

Consultant 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.

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

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: 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.

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

RESOLUTION NO. 14-377

IN THE MATTER OF DECLARING THE NECESSITY OF IMPROVEMENTS FOR THE PROJECT
KNOWN AS 2014 DEL-COUNTY ROAD IMPROVEMENT PROGRAM, RESURFACING OF

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014**

VARIOUS COUNTY AND TOWNSHIP ROADS, APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATES:

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

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

Whereas the County Engineer has determined that various roads within the County require resurfacing and pavement reconstruction and recommends that the Board proceed with Improvements thereof, and;

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

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$2,456,000 for County portion; \$2,581,000 for Township portion; \$1,157,000 for OPWC Alternate Bid #1 portion (Townships).

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

Section 1: The public convenience and welfare require resurfacing and pavement reconstruction or various roads within Delaware County, and that the Improvement known as 2014 DEL-County Road Improvement Program, Resurfacing Various County and Township Roads be initiated for such purpose, and;

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

Section 3: The plans, specifications and estimates for the project known as 2014 DEL-County Road Improvement Program, Resurfacing of Various County and Township Roads are hereby approved, and;

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

**Public Notice
Advertisement for Bids**

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 am on Tuesday, April 29, 2014, at which time they will be publicly opened and read aloud, for the project known as:

**2014 DEL-COUNTY ROAD IMPROVEMENT PROGRAM
Resurfacing of Various County and Township Roads**

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR 2014 DEL-COUNTY ROAD IMPROVEMENT PROGRAM". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

This Public Notice is also posted on the Delaware County website at www.co.delaware.oh.us, under "Bids and Notices."

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

The Owner requires that all work associated with the project be completed before September 12, 2014. The estimated commencement of work date is May 12, 2014.

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

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

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

interest of the Township. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: April 11, 2014

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

RESOLUTION NO. 14-378

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE STATE OF OHIO
DEPARTMENT OF TRANSPORTATION; THE DELAWARE COUNTY COMMISSIONERS;
AND THE DELAWARE COUNTY SHERIFF'S OFFICE FOR WORK CREWS TO PERFORM
LITTER PICK UP IN DELAWARE COUNTY:**

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

Whereas, the Sheriff's Office and Staff recommend approval of the agreement with the State Of Ohio
Department Of Transportation;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with
the State Of Ohio Department Of Transportation:

**AGREEMENT BETWEEN
THE STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
AND
THE DELAWARE COUNTY SHERIFF'S DEPARTMENT**

This Agreement is made by and between the State of Ohio, Department of Transportation (hereinafter referred to as "ODOT"), 1980 W. Broad Street, Columbus, Ohio 43223 and the Delaware County Sheriff's office (hereinafter referred to as the "SHERIFF") 149 North Sandusky Street, Delaware, Ohio 43015.

1. Purpose

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of the Department of Transportation with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions.
- 1.2 Pursuant to R.C. 5501.31, the Ohio Department of Transportation (hereafter ODOT) has general supervision of all roads comprising the state highway system, including maintenance of state highways and bridges. Removing litter from said highways is a continual maintenance challenge which is difficult to meet due to limited staff. The SHERIFF, through its Litter Program administered by the Sheriff's Department, is willing and able to provide ODOT with work crews for roadside maintenance assistance.
- 1.3 ODOT and the SHERIFF agree to utilize work crews to perform litter pick up. This agreement is intended to facilitate and enhance coordination of this effort between ODOT and the SHERIFF.

2. Scope of Work

- 2.1 The SHERIFF will provide work crews as needed. Normal crew size shall be no more than ten workers with proper supervision from the SHERIFF.
- 2.2 These work crews will be assigned to roadside litter pick up by appropriate ODOT district/county personnel. Specific work site locations and assignments shall be mutually agreed upon between ODOT and the SHERIFF in advance of performance of the work.
- 2.3 ODOT and the SHERIFF personnel shall work together cooperatively to define specific work locations as well as dates and times for such labor.

3. Duration, Termination and Renewal

- 3.1 This agreement will commence on the date it has been signed by both parties and will expire on June 30, 2015. ODOT and the SHERIFF may renew or modify this agreement for subsequent two year intervals

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014**

which will expire at the completion of each budget biennium period.

- 3.2 ODOT or the SHERIFF may suspend or terminate this agreement, upon thirty (30) days written notice, for any reason, including, but not limited to, violation of any of the requirements of this agreement, failure of work crews to perform duties in a satisfactory manner, or upon ODOT's determination that insufficient funds have been appropriated by the Ohio General Assembly to ODOT for the continued purpose expressed in this agreement.

4. ODOT's Responsibilities

- 4.1 The District office shall appoint a contact person to work with the SHERIFF contact person.
- 4.2 The District shall provide initial safety training for SHERIFF personnel who will train and supervise the work crews selected to perform roadside litter pick up tasks. This training will address roadside hazards and topics related to this specific work.
- 4.3 ODOT will provide safety vests to the SHERIFF for use by the work crews.
- 4.4 Traffic control shall conform to Figure 6H-1 in the Ohio Manual of Uniform Traffic Control Devices. Traffic control signs shall be furnished by ODOT and placed by the SHERIFF. Depending on the work being performed, ODOT county personnel will be made available to perform traffic control, provide guidance or address other concerns as necessary to complete work in a timely manner with minimal interruption to traffic.
- 4.5 ODOT will provide trash bags. ODOT shall pick up and dispose of filled trash bags.
- 4.6 ODOT will not be responsible for providing any type of food, beverages, gloves or pickup tongs to work crews. ODOT will not be responsible for supervision or transportation of work crews.
- 4.7 Upon submission of a proper invoice, ODOT shall pay to the SHERIFF a maximum of \$45.78 per hour for the services of a Deputy Sheriff. This payment shall not exceed \$50,000.00 per fiscal year. ODOT shall make prompt payment of any properly prepared invoice submitted by the SHERIFF. Payment shall be made within sixty (60) calendar days upon receipt of a properly prepared invoice. The adequacy and sufficiency of all invoices shall be determined solely by ODOT. If ODOT determines that further documentation is required, the burden of proving the required information or documentation is on the SHERIFF. ODOT shall notify the SHERIFF in writing of the need for further documentation or clarification. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

5. County Sheriff's Department Responsibilities

- 5.1 The SHERIFF shall identify an appropriate contact person. The SHERIFF contact person shall make calls to the ODOT District contact person to schedule work assignments.
- 5.2 The SHERIFF shall be responsible for the control, supervision and performance of the work crews selected to perform roadside litter pick tasks in accordance with this agreement. Only minimum security inmates may be on work crews. Inmates and work crews are not permitted to enter buildings at any ODOT maintenance facility.
- 5.3 The SHERIFF shall provide transportation, or shall cause transportation to be provided, for work crews. All vehicles and fuel shall be furnished by the SHERIFF. Any vehicle following a work crew should be located on the side where work is being performed.
- 5.4 No parking of any vehicles shall be permitted on roadway portion of the state routes, freeways, expressways, or throughways. Roadway means the portion of a highway improved, designed, or ordinarily used for vehicular traffic, except the berm or shoulders (ORC 4511.01). All vehicles shall be parked either on or beyond the shoulder. All vehicles should be equipped with strobe lights or cat eye centered and mounted at the highest point and in working condition. Vehicle headlights, emergency flashers and strobe shall be turned on during work operation.
- 5.5 Work crews shall only pick up litter on one side of the road at a time. Large items (i.e. tires, mufflers, etc.) should be placed next to the road shoulder along with filled bags. If the item is too large to be moved, county garage should be notified of the item's location. If sealed barrels or other potentially hazardous items are found, SHERIFF'S crew supervisor shall contact the county garage as to location and type of item.
- 5.6 The SHERIFF or his crew will separate litter into garbage and recyclables, where ever possible. Bagged litter and recycling will be picked up and disposed of by the applicable jurisdiction.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014**

5.7 The WORK AHEAD sign shall not be located less than 500 feet in advance of the work operation, but the distance between the sign and the work operation shall not exceed 2 miles.

5.8 The SHERIFF will complete a daily log for all work crews assigned to collect litter. The daily log will be provided to ODOT at the end of each month, identifying the:

a)roadways, ramps, etc. that have been cleaned;

b)number of bags of garbage collected;

c)number of inmate workers utilized on that date; and

d)time in and out of the community affected.

6. Status of Workers

6.1 ODOT and the SHERIFF agree that work crews furnished pursuant to this agreement shall not be considered employees of ODOT, the state of Ohio or the SHERIFF. ODOT shall not be responsible for providing workers' compensation coverage or any other insurance or benefits to or for community service crews working pursuant to this agreement. Provision for health care of inmates is the sole responsibility of the SHERIFF, whether it is necessitated by occurrences on the job pursuant to this Agreement.

6.2 The SHERIFF agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. SHERIFF supervisors and, if applicable, work crews shall be covered by the SHERIFF Workers' Compensation and shall not be considered employees of ODOT. The SHERIFF accepts full responsibility for payment of all taxes including without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the SHERIFF in the performance of the work authorized by this contract. ODOT shall not be liable for any taxes under this Agreement.

7. General Provisions

7.1 This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings between the parties are hereby superseded by this Agreement. Any change to the provisions of this Agreement must be made by written amendment executed by all parties.

7.2 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that the ODOT gives the SHERIFF written notice that such funds have been made available to the ODOT, by the ODOT's funding source. If, at any time sufficient funds are not appropriated to continue funding the payments due under this Agreement, or any renewal thereof, this Agreement, or any renewal thereof, will terminate on the date the available appropriation expires without any further obligation by ODOT.

7.3 Neither this contract nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any changes or modifications to this contract shall be made in a written amendment executed by the SHERIFF and ODOT.

7.4 This agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

7.5 The SHERIFF agrees to comply with all applicable state and federal laws regarding drug-free workplace. The SHERIFF shall make a good faith effort to ensure that all employees and/or inmates, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

7.6 Each party herein waives, but only as against the other, any and all damages or the right to claim damage to any of its property growing out of or in any way connected with the work contemplated herein.

7.7 The SHERIFF certifies it has reviewed and understands the Ohio Ethics and conflict of interest laws as

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

provided for in the Ohio Revised Code. Failure to comply with the Ohio ethics and conflict of interest laws is grounds for termination of this Agreement.

8. Signatures

8.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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

RESOLUTION NO. 14-379

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 YOGI PROPERTY:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien 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 YOGI Property; 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 Demolition– Moving Ohio Forward YOGI Property” will be received by the Ohio Regional Development Corp. on behalf of the Delaware County Commissioners until 11:00 AM, April 23, 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 .

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 Demolition YOGI Property – 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 April 18, 2014, at 470 S. Sandusky St., Delaware, OH 43015. Each prospective bidder MUST have a representative at this meeting in order to submit a bid.

Project completion date: May 31, 2014

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.

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

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

RESOLUTION NO. 14-380

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

- WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and
- WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution the sale of such property by internet auction; and
- WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, declaring its intent to sell such property by internet auction; and
- WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and
- WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution 12-79 and the disposal or salvage of property that has no value. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number/Asset Number</u>
CAR	FORD, 03 CVPI 4.6L	2FAHP71W63X186603
CAR	FORD, 01 CVPI 4.6L	2FAFP71W31X160383
CAR	FORD, 01 CVPI 4.6L	2FAFP71W41X160392
CAR	FORD, 01 CVPI 4.6L	2FAFP71W01X160390
CAR	FORD, 01 CVPI 4.6L	2FAFP71W61X160393
CAR	FORD, 01 CVPI 4.6L	2FAFP71W21X160388
CAR	FORD, 00 CVPI 4.6L	2FAFP71W4YX152657
CAR	FORD, 99 CVPI 4.6L	2FAFP71W6XX225719
PICKUP	CHEVY, 99 S10 4.3 V6	1GCCS19X1X8175544

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

RESOLUTION NO. 14-381

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR OFFICE SUPPLIES FOR DELAWARE COUNTY:

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

Whereas, the Manager of Facilities recommends the invitation to bid for #14-03 – Office Supplies for Delaware County;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approve the invitation to bid for #14-03 – Office Supplies for Delaware County.

PUBLIC NOTICE
INVITATION TO BID
ITB #14-03 – Office Supplies

Notice to bidders are posted on the Internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Wednesday, May 14, 2014 at which time they will be publicly opened and read and the contract awarded as soon as possible, for general office supplies and printer cartridges for Delaware County.

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained online or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Office Supplies/Printer Cartridges." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 14-382

RESOLUTION FOR APPROVING A SANITARY SEWER EASEMENT:

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

WHEREAS, the Old Harbor Estates Development is in need of an easement (more particularly described on the attached exhibit) for the purpose of construction, operation and maintenance of public and/or private sanitary sewers and sanitary service connections, together with ingress and egress thereto; and

WHEREAS, the County will own, operate and maintain this sewer after proper acceptance per the subdivider's agreement; and

WHEREAS, the U.S. Army Corps of Engineers is granting the necessary easement to the County.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby accepts and approves the easement titled "Department of the Army Easement for Pipeline Right-Of-Way Located On Alum Creek Lake Project Delaware County, Ohio Tract No. 529".

DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY LOCATED ON
ALUM CREEK LAKE PROJECT DELAWARE COUNTY, OHIO TRACT NO. 529

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to, BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, 50 Channing Street, Delaware, Ohio 43015 hereinafter referred to as the grantee, an easement for a sewerline servicing the Old Harbor Estates Development, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit(s) A, hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is granted in perpetuity.

2. CONSIDERATION

a. The grantee shall pay in advance to the United States the amount of Two Hundred Fifty (\$250) Dollars for administrative costs associated with this easement, in full for the term hereof to the order of "F.A.O., USAED, Huntington" and delivered to the Chief, Real Estate Division, U.S. Army Corps of Engineers, 502 8th Street, Huntington, WV 25701. Fair market value of this easement valued at One Thousand, Five Hundred (\$1,500) Dollars will be satisfied by in kind consideration consisting of removal of debris pile adjacent to the easement.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

- (1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.
- (2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.
- (3) All payments received will be applied first to any accumulated interest, administrative and

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014**

penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to Board of Commissioners, Delaware County, Ohio, 50 Channing Street, Delaware, Ohio 43015 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 502 Eighth Street, Huntington, West Virginia 25701-2070, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Huntington District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee,

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014**

and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

- a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
- b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.
- c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

19. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

20. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

21. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

22. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

23. SPECIAL CONDITIONS

- a. All disturbed areas will be seeded/mulched in a manner to prevent erosion.
- b. ODNR shall be notified prior to beginning of work to advise of work along, over or near hiking trail.
- c. All tree clearing should take place during the dormant season of the Indiana Bat (November 1 through March 31).

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

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

RESOLUTION NO. 14-383

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLAN FOR OLD HARBOR ESTATES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following sanitary sewer construction plan for Old Harbor Estates for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plan for Old Harbor Estates for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plan for Old Harbor Estates for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 14-384

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FLOWLINE, LLC FOR THE LEATHERLIPS PUMP STATION WET WELL IMPROVEMENT PROJECT:

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

WHEREAS, the Regional Sewer District seeks improvements to the Leatherlips pump station to facilitate bypass pumping during routine maintenance and during emergency situations, and

WHEREAS, whereas installation of a permanent suction pipe is needed as a part of the improvements, and

WHEREAS, bypass pumping and a thorough cleaning of the pump station will be required as part of the work involved with this improvement, and

WHEREAS, the Sanitary Engineer recommends the Board enter into an agreement with Flowline, LLC to perform the needed improvements,

THEREFORE, be it resolved that The Board approve the following "Agreement" with Flowline, LLC.

DELAWARE COUNTY REGIONAL SEWER DISTRICT
LEATHERLIPS PUMP STATION WET WELL IMPROVEMENT PROJECT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 7th day of April , 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, professional services in accordance with the scope listed hereto 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.

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014**

- Clean wet well, removing trash and debris and deposited grit and sludge;
- Install permanent suction pipe into wet well for cleaning and emergency bypassing events;
- Provide bypass pumping during completion of work.

Section 4 – Compensation

The Board and Contractor agree that labor and equipment rates detailed in (Exhibit “A”) will be used to invoice the County for all work performed for service. 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 \$28,627.44 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 in one lump sum 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

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

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014**

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 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

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

for services or deliverables rendered hereunder.

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

RESOLUTION NO. 14-385

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends hiring Misty Trawick as a Social Services Worker II with Job and Family Services; effective April 14, 2014.

Therefore Be it Resolved the Board of Commissioners approve the hiring of Misty Trawick as a Social Services Worker II with Job and Family Services; effective April 14, 2014.

The Chief of Emergency Medical Services recommends accepting the voluntary resignation of Kevin Bercik as a paramedic with EMS; effective January 5, 2014.

Therefore Be it Resolved the Board of Commissioners accept the voluntary resignation of Kevin Bercik as a paramedic with EMS; effective January 5, 2014.

The Director of 911 Communications recommends accepting the voluntary resignation of Christian Tingler; effective April 1, 2014.

Therefore Be it Resolved the Board of Commissioners accept the voluntary resignation of Christian Tingler; effective April 1, 2014.

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

RESOLUTION NO. 14- 386

10:00AM PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE FOR THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY OWNED BY EPCON SAWMILL, LLC TO THE POWELL COMMUNITY INFRASTRUCTURE FINANCING DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to open the hearing at 10:23 AM.

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

RESOLUTION NO. 14- 387

CLOSING THE PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE FOR THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY OWNED BY EPCON SAWMILL, LLC TO THE POWELL COMMUNITY INFRASTRUCTURE FINANCING DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to close the hearing at 10:40 AM.

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

RESOLUTION NO. 14-388

RESOLUTION APPROVING THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY OWNED BY EPCON SAWMILL, LLC TO THE POWELL COMMUNITY INFRASTRUCTURE FINANCING DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Triangle Properties, Inc., as developer of the Powell Community Infrastructure Financing Authority (the "Authority"), filed an application (the "Application")

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

on February 21, 2014 with the Board of County Commissioners of Delaware County, Ohio (the "Board") to add certain parcels of real property owned by Epcon Sawmill, LLC to the territory comprising the Authority (the "District") and to amend the petition (the "Petition") as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Application was accepted by this Board by adoption of Resolution No. 14-232 on March 6, 2014; and

WHEREAS, this Board is the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on April 7, 2014 and pursuant to Section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with Section 349.03;

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Revised Code.
2. The Application is hereby accepted and shall be recorded, along with this Resolution, in the journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.
3. The boundary of the District shall be amended to include the territory set forth in Exhibit "A" attached to this Resolution.
4. This Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
5. This Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 14-389

10:10AM PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE FOR THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY OWNED BY METRO DEVELOPMENT LLC TO THE POWELL COMMUNITY INFRASTRUCTURE FINANCING DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to open the hearing at 10:47 AM.

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

RESOLUTION NO. 14-390

CLOSING THE PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE FOR THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY OWNED BY METRO DEVELOPMENT LLC TO THE POWELL COMMUNITY INFRASTRUCTURE FINANCING DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to close the hearing at 11:05 AM.

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

RESOLUTION NO. 14-391

RESOLUTION APPROVING THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY OWNED BY METRO DEVELOPMENT LLC TO THE POWELL COMMUNITY INFRASTRUCTURE FINANCING DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Triangle Properties, Inc., as developer of the Powell Community Infrastructure Financing Authority (the "Authority"), filed an application (the "Application") on February 21, 2014 with the Board of County Commissioners of Delaware County, Ohio (the "Board") to add certain parcels of real property owned by Metro Development LLC to the territory comprising the Authority (the "District") and to amend the petition (the "Petition") as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Application was accepted by this Board by adoption of Resolution No. 14-288 on March 13, 2014; and

WHEREAS, this Board is the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on April 7, 2014 and pursuant to Section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with Section 349.03;

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Revised Code.

2. The Application is hereby accepted and shall be recorded, along with this Resolution, in the journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.

3. The boundary of the District shall be amended to include the territory set forth in Exhibit "A" attached to this Resolution.

4. This Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

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

RESOLUTION NO. 14-392

10:30AM PUBLIC HEARING FOR CONSIDERATION OF THE MOONEY DITCH #75 DRAINAGE IMPROVEMENT PETITION FILED BY NUTTER FARM INC.; S. DIANE NUTTER, GENERAL MANAGER, AND OTHERS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to open the hearing at 11:07 AM.

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

RESOLUTION NO. 14-393

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. 14-394

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE MOONEY DITCH #75 DRAINAGE IMPROVEMENT PETITION FILED BY NUTTER FARM INC.; S. DIANE NUTTER, GENERAL MANAGER, AND OTHERS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to close the hearing at 11:33 AM.

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

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

RESOLUTION NO. 14-395

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 MOONEY DITCH #75 DRAINAGE IMPROVEMENT PETITION FILED BY NUTTER FARM INC.; S. DIANE NUTTER, GENERAL MANAGER, AND OTHERS:

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

Whereas, on October 30, 2013, a Drainage Improvement Petition to The Mooney Ditch #75 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the “Board”); and

Whereas, the Board on Monday January 13, 2014, conducted a view of the proposed improvements; and

Whereas, the Board on Monday April 7, 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 Mooney Ditch #75 Watershed Drainage Improvement; 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 Mooney Ditch #75 Watershed Drainage Improvement. The Board hereby fixes April 7, 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 THE MOONEY DITCH #75 DRAINAGE IMPROVEMENT PROJECT 40311448.

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

ADMINISTRATOR REPORTS

Tim Hansley

- Karla Herron has requested the presence of the Commissioners and/or County Administrator for the opening of a new polling station on Tuesday, April 8, 2014 at 8:00 AM
- The Berkshire Twp/Sunbury mediation concerning the interchange at I-71 is scheduled for Wednesday at 5:00PM

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Stapleton

- It is important for the public to know about the discussions on the interchange and related issues surrounding them; not for them to assume things have already been decided
- Gemini Parkway extension project still needs to keep moving, even with the current distraction of Outlet Mall

Commissioner O’Brien

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 7, 2014

- Great potential for both Berkshire and Sunbury if issues can get resolved; this could be a well developed area
- Agrees that other big road projects need to keep going

Commissioner Merrell
-A lot of big things going on in Delaware County

Other Business:

The 911 Board met this morning to discuss the RFP (Request for Proposal) for Morrow County 911. The Board was nearly unanimous in deciding not pursue the RFP. Without objection, it was decided Commissioner Merrell will call Commissioner Whiston (from Morrow County) to tell him personally.

RESOLUTION NO. 14-396

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
DISMISSAL, DISCIPLINE, AND 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 11:50 AM.

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

RESOLUTION NO. 14-397

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 12:41 AM.

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

RESOLUTION NO. 14-398

IN THE MATTER OF APPROVING PERSONNEL ACTION:

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

The Director of Child Support Enforcement is recommending the termination of Mathew Smith as Administrative Hearing officer/Case Manager effective April 7, 2014.

Therefore Be it Resolved the Board of Commissioners approve the termination of Mathew Smith as Administrative Hearing officer/Case Manager effective April 7, 2014

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O’Brien

Dennis Stapleton