

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 13, 2014

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

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

9:45 AM Public Hearing For Consideration Of The Realignment Of Approximately 1,400 Feet Of Home Road (County Road 124) Located Just West Of U.S. Route 23 In Orange Township, Delaware County, Ohio

RESOLUTION NO. 14-1290

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 10, 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 November 10, 2014; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. 14-1291

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1112:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1112 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Sedgwick CMS	Claim Services Admin. Services	61311923-5370	\$ 27,000.00
Fishel Hass Kim Albrecht LLp	Legal Services Admin. Services	10011108-5361	\$ 2,000.00

PR				
Number	Vendor Name	Line Description	Line Account	Amount
ENVIRONMENTAL SERVICE				
R1405823	STANTEC CONSULTING INC	ENVIRONMENTAL STUDIES - LIBERTY SAWMILL	66211901-5301	\$10,000.00
EMS DEPARTMENT				
R1405877	SKILLPATH SEMINARS	LIEUTENANT TRAINING	10011303-5305	\$6,400.00
CAPITAL AQUITION				
R1405888	ADVIZEX TECHNOLOGIES LLC	EMC STORAGE AND IMPLEMENTATION	41711436-5450	\$330,515.00

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

RESOLUTION NO. 14-1292

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Economic Development Department is requesting that Jenna Jackson attend an ED411 Conference in Columbus, Ohio December 5, 2014, at the cost of \$25.00 (fund number 21011113).

The Director of the Delaware County Child Support Agency is requesting that Sherry Fluery attend an Attorney Networking Meeting in Lancaster, Ohio on November 20, 2014 at no cost.

Environmental Services is requesting that Matt Lambert attend an Ohio Engineering Law seminar in Toledo, Ohio on November 19, 2014 at a cost of \$269.00 from org key 66211902.

Environmental Services is requesting that Walter Pollock attend a Lab Analysis Training in Columbus, Ohio on December 3, 2014 at a cost of \$215.00 from org key 66211901.

Environmental Services is requesting that Scott Nichols, Marc Counts, Lucas Baird, Dan Farmer, Kris Fluty and James Rutherford attend a Fundamentals of Pumping Technical Session in Mansfield, Ohio on December 11, 2014 at a total cost of \$510.00 from org key 66211901.

Environmental Services is requesting that Scott Nichols, Todd Ward, Dan Farmer, Kris Fluty and James Rutherford attend a Fundamentals of Electrical Technical Session in Mansfield, Ohio on December 10, 2014 at a total cost of \$425.00 from org key 66211901.

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

RESOLUTION NO. 14-1293

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM ALUM CREEK MARKET TO FOCUS CONVENIENCE STORES AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Focus Convenience Stores has requested a transfer of a permit located at 1520 A Lewis Center Road, Lewis Center, Ohio and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 14-1294

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF OCTOBER 2014:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to accept the Treasurer's Report for the month of October 2014.

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

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

RESOLUTION NO. 14-1295

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF OCTOBER 2014:

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

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

WHEREAS, the Delaware County Sheriff has submitted a monthly report for October 2014;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of October 2014.

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

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

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

RESOLUTION NO. 14-1296

IN THE MATTER OF SETTING DATE AND TIME FOR THE LEASE OF DELAWARE COUNTY FARM LAND:

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

Whereas, the Manager of Facilities recommends the invitation to bid for Lease of Delaware County Farm Land;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approve the invitation to bid for Lease of Delaware County Farm Land.

**LEGAL NOTICE
LEASE OF DELAWARE COUNTY FARM LAND**

**4781 County Home Road
1020 US Highway 42 North**

Parties interested in leasing farmland from Delaware County may submit a sealed bid to the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 until **10:00am** on Wednesday, **December 3, 2014** for the cash lease of the County’s farmland. Said land being offered for lease, located at the former Delaware County Home, 4781 County Home Road, and the Engineer’s Salt Storage Facility, 1020 US Highway 42 North, Delaware, Ohio.

There will be 218 acres at the County Home and 51 acres at the Engineer’s Salt Storage Facility for a total of 269 acres, more or less, of cropland as denoted by the ASC Maps, to be offered for rent for one (1) crop season from April 1, 2015, with options to renew for three (3) additional one (1) year term. Payment of one half of annual rent shall be made on or before April 1st and remaining one half the annual rent by November 1st of each crop season. The notice of intent to exercise the options to extend the lease for one year period is to be submitted to County Commissioners in writing by November 1st preceding the crop year for the extension. Said lease shall be for purpose of use of land for crop purposes and does not provide for use of buildings, utilities or pasturing livestock.

Bid blanks may be obtained online at <http://www.co.delaware.oh.us> under the heading “Bids and Notices” or from Delaware County Facilities Management, 1405 US Rt. 23 North, Delaware, Ohio during normal business hours.

Bids will be opened and a cash lease will be entered into according to the discretion of the Board of Commissioners. The Commissioners reserve the right to reject any and all bids, to waive any irregularities or informalities in each. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Farmland Cash Lease." 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. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 14-1297

IN THE MATTER OF RANKING PROFESSIONAL DESIGN FIRMS FOR THE DELAWARE COUNTY COURTHOUSE COMPLEX:

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

Whereas, the Delaware County Board of Commissioners received a total of eleven Statements of Qualifications from professional design firms for the Downtown Delaware County Complex Expansion Phase I – Sandusky Street Courthouse & Parking Deck; and,

Whereas, a review committee short listed the top six firms they found to be the most qualified and conducted interviews/presentation with these firms; and,

Whereas, the Ohio Revised Code section 153.69 (A) requires the public authority to select and rank no fewer than three firms which it considers to be the most qualified to provide the required professional design services; and,

Whereas, after conducting interviews/presentations the review committee recommends the top three most qualified firms be ranked as 1 - Silling Associates, Inc., 2 - MKC Associates, Inc., and 3 - GBBN Architects, Inc.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Delaware County hereby rank the following professional design firms for the Downtown Delaware County Complex Expansion Phase I –

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Sandusky Street Courthouse & Parking Deck and per the Ohio Revised Code section 153.69 (B), enter into contract negotiations with the firm ranked most qualified to perform the required services:

- 1 Silling Associates, Inc.
- 2 MKC Associates, Inc.
- 3 GBBN Architects, Inc.

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

RESOLUTION NO. 14-1298

IN THE MATTER OF RESCINDING RESOLUTION NO. 14-630 AND INVALIDATING THE BID PROCEEDINGS FOR THE TIP FLOOR REPAIRS TO THE SOLID WASTE TRANSFER STATION, CONTRACT NO. DCES 14-04:

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

WHEREAS, on June 2, 2014, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 14-630, awarding the bid for the tip floor repairs to the solid waste transfer station, Contract No. DCES 14-04; and

WHEREAS, in accordance with Resolution No. 14-630, the Director of Environmental Services prepared the necessary notice of award and contract and submitted the same to Central Ohio Contractors, Inc., the bidder awarded the contract; and

WHEREAS, pursuant to section 153.12 of the Revised Code, the failure to award and execute the contract within sixty days invalidates the entire bid proceedings and all bids submitted, unless the time for awarding and executing the contract is extended by mutual consent of the owner or its representatives and the bidder whose bid the owner accepts and with respect to whom the owner subsequently awards and executes a contract; and

WHEREAS, more than sixty days has elapsed, the contractor has not executed the contract, and there is no mutual consent to extend the statutory time period;

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

Section 1. The Board hereby rescinds Resolution No. 14-630 and rescinds the award of Contract No. DCES 14-04 to Central Ohio Contractors, Inc.

Section 2. To the extent the sixty day time period set forth in section 153.12 of the Revised Code has been extended by mutual consent, the Board hereby expressly revokes its continued consent and declares that the entire bid proceedings and all bids submitted are invalidated by operation of section 153.12 of the Revised Code.

Section 3. The Board hereby directs the Director of Environmental Services to prepare the necessary documents to rebid the project.

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

RESOLUTION NO. 14-1299

IN THE MATTER OF AWARDING THE BID FOR THE ACWRF DIGESTER DIFFUSER UPGRADE PROJECT:

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

WHEREAS, Sealed Bids for the ACWRF Digester Diffuser Upgrade Project were received by the County of Delaware, Ohio at the Office of the Board of County Commissioners at 2:00 o'clock PM local time on October 15, 2014; and

WHEREAS, five (5) bids were received as part of the public bidding process; and

WHEREAS, the lowest bid received was from Adena Corporation for \$173,000.00; and

WHEREAS, the bid received was evaluated against the bidding requirements and was determined to be the lowest and best bid.

THEREFORE BE IT RESOLVED that the ACWRF Digester Diffuser Upgrade Project be awarded to Adena Corporation. The Sanitary Engineer shall prepare the necessary NOTICE OF AWARD and CONTRACT documents and submit them to the contractor for execution.

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

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RESOLUTION NO. 14-1300

IN THE MATTER OF AWARDING THE BID FOR THE TARTAN FIELDS FILTER UPGRADE PROJECT:

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

WHEREAS, Sealed Bids for the Tartan Fields Filter Upgrade were received by the County of Delaware, Ohio at the Office of the Board of County Commissioners at 2:00 o’clock PM local time on October 31, 2014; and

WHEREAS, three (3) bids were received as part of the public bidding process; and

WHEREAS, the lowest bid received was from Kirk Brothers for \$853,000.00; and

WHEREAS, the bid received was evaluated against the bidding requirements and was determined to be the lowest and best bid.

THEREFORE BE IT RESOLVED that the Tartan Fields Filter Upgrade Project be awarded to Kirk Brothers. The Sanitary Engineer shall prepare the necessary NOTICE OF AWARD and CONTRACT documents and submit them to the contractor for execution.

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

RESOLUTION NO. 14-1301

IN THE MATTER OF APPROVING A CONTRACT WITH S.M. MILLER CONSTRUCTION COMPANY, INC., FOR THE ALUM CREEK WATER RECLAMATION FACILITY DIESEL TANK REPLACEMENT PROJECT:

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

WHEREAS, the diesel tank at the Alum Creek Water Reclamation Facility requires replacement; and

WHEREAS, the services necessary for the replacement are available for purchase through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, the Board of County Commissioners (the “Board”) is a member of the Program and wishes to purchase the services through the Program;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

Section 1. The Board hereby approves the purchase of contract services from S.M. Miller Construction Co., Inc., a state-approved dealer for the services under the Program, pursuant to the contract and terms and conditions set forth in Contract # RS902813, Index # GDC119.

Section 2. The Board hereby approves the contract with S.M. Miller Construction Co., Inc.

Section 3. The Board hereby approves a purchase order with S.M. Miller Construction Co., Inc. in the amount of \$146,762.00 from org key 66611904-5450.

ALUM CREEK WATER RECLAMATION FACILITY
DIESEL TANK REPLACEMENT PROJECT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 13th day of November, 2014 by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and S.M. Miller Construction Co. Inc., 5755 Beatty Road Grove City, Ohio 43123 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

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)

The services provided hereunder are purchased pursuant to the Ohio Cooperative Purchasing Program, Contract # RS902813, Index # GDC119, and the contract terms and conditions thereof are hereby fully incorporated by this reference.

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

Section 4 – Compensation

The Contractor agrees that invoices for the Scope of Services in Section 3 of this agreement shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. The County shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not exceed \$146,762.00 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 based on invoices in accordance with the Proposal. 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 until April 30th 2015, or until the services have been completed, whichever occurs first.

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

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

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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 **Findings for Recovery:** Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.8 **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.

- 11.9 **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**

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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.

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

Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

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

RESOLUTION NO. 14-1302

IN THE MATTER OF APPROVING A NON-BINDING TERM SHEET BETWEEN DELAWARE COUNTY, CONCORD/SCIOTO COMMUNITY AUTHORITY, CONCORD/SCIOTO DEVELOPMENT, LLC AND DONALD R. KENNEY TO PLAN, DESIGN, FINANCE AND CONSTRUCT SANITARY SEWERAGE IMPROVEMENTS WITHIN THE TERRITORY OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY.

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

WHEREAS, the Delaware County Board of Commissioners (“the Board”) has previously entered into and modified an Amended and Restated Intergovernmental Cooperation Agreement (“IGA”) with the Concord/Scioto Community Authority for the financing and construction of sanitary sewerage improvements including the Lower Scioto Water Reclamation Facility (“LSWRF”) and the O’Shaughnessy Reservoir Regional Pump Station (“ORRPS”); and

WHEREAS, the Board has previously entered into a Subdivider’s Agreement with Donald R. Kenney for the Scioto Reserve Golf Club Community Subdivision; and

WHEREAS, in order to provide for the most expeditious and efficient utilization of the LSWRF and ORRPS, as well as provide for the most flexible and economic planning for the future of the Delaware County Regional Sewer District as a whole, the Board deems it to be in the best interests of Delaware County to make additional provisions for the financing and construction of sanitary sewerage improvements within the territory of the Concord/Scioto New Community Authority, including but not limited to a trunk gravity sewer to serve the Clark-Shaw Sanitary Tributary Boundary, conversion of the existing wastewater treatment plant at the Scioto Reserve development to a pumping station, and construction of a sanitary forcemain along South Section Line Road between the Scioto Reserve Pumping Station and Butts Road; and

WHEREAS, in order to make provisions for the financing and construction of sanitary sewerage improvements within the territory of the Concord/Scioto New Community Authority as set forth in the paragraph immediately above, the IGA and the Subdivider’s Agreement with Donald R. Kenney for the Scioto Reserve Golf Club Community Subdivision must be modified further;

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

Section 1. The Board approves of the Term Sheet for the Concord/Scioto Sanitary Sewer Force Main and Gravity Sewer Expansion Project attached hereto and authorizes the County Administrator to execute the same on behalf of the Board.

Section 2. The Board authorizes the Delaware County Regional Sewer District to enter into negotiations with Concord/Scioto New Community Authority, Concord/Scioto Development, and Donald R. Kenney to negotiate and prepare further amendments to the Amended and Restated Intergovernmental Cooperation Agreement between the County and the Authority and the Subdivider’s Agreement for the Scioto Reserve Golf Club Community consistent with the Term Sheet attached hereto, with the stipulation that any agreements reached must first be approved by the Board to be binding on Delaware County.

Section 3. It is hereby found and determined that all formal actions of this Board concerning or related to the adoption of this Resolution were adopted in an open meeting of this board, and all deliberations of this Board and any of its committees that resulted from such formal actions were conducted in compliance with all applicable requirements of the Ohio Revised Code.

CONCORD/SCIOTO COMMUNITY AUTHORITY
Term Sheet
Concord/Scioto Sanitary Sewer Alignment and Expansion Projects

Overview

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This term sheet is proposed to the Board of County Commissioners of Delaware County, Ohio (the “County”) by the Concord/Scioto Community Authority (the “Authority”) and Concord/Scioto Development LLC (the “Developer”). The Authority and the Developer offer to plan, design, and construct sanitary sewer improvements that (i) align the existing sanitary sewer improvements serving the Authority district with existing or planned sanitary sewer improvements serving the Authority district, (ii) expand sanitary sewer improvements within the Authority district, and (iii) connect sanitary sewer improvements on the eastern side of the Authority district to sanitary sewer improvements that connect to the Lower Scioto Water Reclamation Facility (the “Project”). The Authority and the Developer propose the following terms for the project.

The proposed terms and conditions described herein represent the primary business points pursuant to which the Authority and the Developer would consider planning, designing, and constructing the Project and thus shall not be construed as binding upon the Authority, the Developer, or the County until the execution of the agreements required to construct the Project, including, specifically, an amendment to the Amended and Restated Intergovernmental Cooperation Agreement dated as of October 1, 2013, as amended by the First Amendment to the Amended and Restated Intergovernmental Cooperation Agreement dated as of December 2, 2013 (collectively, as amended, the “Amended and Restated IGA”). Any obligations that may be deemed to arise under this Term Sheet are contingent on obtaining all necessary approvals, including the approval of the Authority, the Developer, and the County.

Parties

Authority:	Concord/Scioto Community Authority, a new community authority organized and existing under Ohio Revised Code Chapter 349
County:	Delaware County, Ohio
Developer:	Concord/Scioto Development LLC
Scioto Reserve Developer:	Donald R. Kenney

The Project

The Project:	The Project consists of Project #1 and Project #2. It is expected that all Project improvements will qualify as “community facilities” and “land development” as defined in Ohio Revised Code Chapter 349.
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Project #1:	Project #1 consists of (i) the conversion of the Scioto Reserve treatment facility to a pump station or construction of a new Scioto Reserve pump station, (ii) the connection of the newly converted or constructed Scioto Reserve pump station to a forcemain, (iii) the construction of the forcemain that will run north along South Section Line Road, (iv) the connection of the forcemain to a gravity sanitary sewer line constructed to run west along Butts Road to its terminus at the O’Shaughnessy Pump Station, and (v) the construction of an effluent line to serve the irrigation system of the Scioto Reserve Golf Course. The County may determine to upsize the gravity sanitary sewer line on Butts Road above and/or in addition to the gravity sanitary sewer line currently shown on the attached map of Project #1 in order to serve an expanded Clark Shaw Sanitary Tributary Boundary Area. See the proposed forcemain alignment marked in black and the proposed gravity sewer alignment marked in green on the attached map of Project #1.
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Project #2:	Project #2 consists of the construction of a gravity sanitary sewer line to connect with Project #1 and to serve the Clark Shaw Sanitary Tributary Boundary Area. The gravity sanitary sewer line pipes consist of diameters varying from 12” to 24” along the expansion route. See the proposed gravity sanitary sewer line expansion route marked in red on the attached map of Project #2 which services the Developer’s development known as Scioto Springs identified on the attachment map of Project #2.
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Clark Shaw Sanitary Tributary Boundary Area:	The Clark Shaw Sanitary Tributary Boundary Area is marked in gray on the attached map of Project #2. Without reducing the parcels within the Clark Shaw Sanitary Tributary Boundary Area as shown on the attached map of Project #2, the County and the Authority may agree to add parcels to the Clark Shaw Sanitary Tributary Boundary Area, which additional parcels may also be provided sewer service in accordance with the Amended and Restated IGA. The County and the
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Authority will agree to amendments to the Clark Shaw Sanitary Tributary Boundary Area and map, if any, within fifteen (15) business days of the execution of this Term Sheet.

Design: The Authority, through the Developer, will be responsible for the design of all Project improvements. The Developer will hire design professionals to complete the design of all Project improvements.

The Authority, through the Developer, will submit design work for the Project improvements to the County within forty-five (45) calendar days of receiving all easements necessary for Project #1. The County agrees to review the design work for the Project improvements within thirty (30) calendar days of receiving the design work. The County and the Authority, through the Developer, agree to have sequential review sessions each not more than fifteen (15) business days following the previous review session in order to review the design work and to obtain the County’s approval for the design work. The County will reasonably cooperate with the Authority, the Developer, and their respective design consultants to resolve any comments to the design work in order to approve the design work without undue delay.

Once the design work for the Project improvements has been approved by the Authority, the County, and any other regulatory agencies with jurisdiction to approve the Project improvements, (i) the Authority will enter into one or more fixed price or lump sum contracts for Project #1, and (ii) the Authority will enter into one or more fixed price or lump sum contracts for Project #2.

The County agrees to consider concurrent review of any Permit To Install approvals in order to expedite the construction of the Project improvements.

Construction: The Authority will be responsible for the construction of all Project improvements. The Authority will enter into one or more Infrastructure Construction and Acquisition Agreements with the Developer and will cause the Developer to undertake the construction of the Project through contractors hired by the Developer. The Developer will enter into individual construction contracts with contractors for the Project improvements. The Developer will earn a construction management fee equal to 5% of Project improvement cost as Project improvements are completed and dedicated.

County Inspection Process: The County will be responsible for inspection of the construction of all Project improvements pursuant to Section XIV of the Amended and Restated IGA. Pursuant to Section XIV of the Amended and Restated IGA, the County is solely responsible for inspection of any contractor’s work and verifying that the work conforms to the contract documents and information certified in each payment application. The Developer may hire an independent inspector other than the County to inspect the construction of any Project improvements, and the costs of such inspector shall be borne solely by the Developer and shall not be included in the costs of the Project improvements.

Payments for Design Work: As design work progresses, the Developer will be responsible for payment of the costs of any design work for the Project improvements. If necessary, the Authority and the Developer will enter into one or more agreements related to the payment of design work for the Project improvements by the Developer on behalf of the Authority.

Payments for Construction Work: As construction work progresses, the Authority will forward contractor payment applications to the County for the County’s approval and payment. The payment application process is governed by Section XIV of the Amended and Restated IGA, as well as Section 14 of the Infrastructure Construction and Acquisition Agreement expected to be entered into between the Authority and the Developer. Under the Amended and Restated IGA and each Infrastructure Construction and Acquisition Agreement, within fifteen (15) days of receiving each payment application, the County must approve or deny, in whole or in part, the certified application and issue payment to the Authority. Upon approval and payment by the County, the Authority

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will pay to the Developer the amount approved by the County; provided, that the Authority's obligations to pay approved amounts for Project #1 is limited to the County's Four Million Dollar (\$4,000,000) cash contribution to the Project improvements plus any additional contribution of the County made to upsize the gravity sanitary sewer line to be constructed on Butts Road as part of Project #1, and (ii) the Authority's obligation to pay approved amounts for Project #2 is limited to the surcharge and other funds available to the Authority, if any, including any portion of the County's Four Million Dollar (\$4,000,000) cash contribution to the Project improvements remaining after the costs of Project #1 are paid in full. The Developer will then be responsible for issuing payment to its contractor in the manner agreed upon by those parties.

Completion and Dedication: Upon completion, all Project improvements will be dedicated to and accepted by the County, and the County will agree to accept the maintenance responsibility for any Project improvements so dedicated and accepted.

Payments for Project Improvements

County Cash Contributions: The County will, upon execution of all documentation required to construct the Project, including, specifically, an amendment to the Amended and Restated IGA, make the sum of Four Million Dollars (\$4,000,000) available upon demand of the Authority and in accordance with the terms and conditions of the Amended and Restated IGA to pay the construction costs of the completed Project #1 approved by the County; provided, that if the County requests that the final design work include upsizing the gravity sewer line to be constructed on Butts Road as part of Project #1 and has approved the final design work and the final approved construction costs of Project #1 exceed Four Million Dollars (\$4,000,000), the County will make an additional contribution to the Authority to pay the cost to upsize the gravity sanitary sewer line to be constructed on Butts Road as part of Project #1, subject to prior appropriation of any additional amount by the Board of County Commissioners. If the County has approved the final design work and the final approved construction costs of Project #1 are less than Four Million Dollars (\$4,000,000), the County will make the remaining amount in excess of the costs of Project #1 available to pay the costs of completed Project #2 improvements approved by the County.

County Easements: The County will provide the Authority with all right-of-way or property easements necessary for the construction of Project #1 improvements other than those provided by the Developer. See "Developer and Scioto Reserve Developer Easements," below. The Developer will, upon request by the County, assist the County with easement negotiations. If the County and the Authority are unable to obtain the necessary property easements within 45 days of execution of the amendment to the Amended and Restated IGA, the County agrees to permit the easements to be located in the right-of-way, provided however the County shall first consult the Delaware County Engineer to minimize interference with existing road improvements and the use thereof by the traveling public.

County Tap Fees: The County shall fix all sanitary sewer tap fees applicable within the Developer's development known as Scioto Springs identified on the map for Project #2, the approximately 50 acre property to the west of and abutting the Scioto Springs property, and all properties identified in orange on the map for Project #1 at \$5,900, and said fees shall remain fixed at \$5,900 until payment in full of all costs of Project #2 (including payment in full of any debt issued by the Authority to pay the costs of Project #2), whereupon the County may set sanitary sewer tap fees in its discretion. The Authority and the County agree to consent to the necessary amendments to the Amended and Restated IGA regarding the County's sanitary sewer tap fees.

County Surcharge: The surcharge identified in the Amended and Restated IGA shall be increased to \$2,500. The County will make the proceeds of the surcharge levied in the amount of \$2,500 on properties within the

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Clark Shaw Sanitary Tributary Boundary Area available to the Authority to pay the costs of Project #2 from the date of acceptance of the Project improvements until payment in full of Project #2, whereupon the County may continue levying a surcharge in the amount of \$2,500 to be used for any lawful County purpose. The Authority and the County agree to consent to the necessary amendments to the Amended and Restated IGA to authorize such uses of the County’s surcharge.

In accordance with Section V of the Amended and Restated IGA, the County and the Authority agree that the County shall expand the Service Area (as defined in the Amended and Restated IGA) to cover any areas east of Steitz Road and within the Original Service Area (as defined in the Amended and Restated IGA) at the election of any property owner owning property outside of the Service Area (as defined in the Amended and Restated IGA) but within the Original Service Area (as defined in the Amended and Restated IGA) that desires to develop such property within such area and to receive sewer services from the Lower Scioto Water Reclamation Facility; provided, that any property owner so electing to receive sewer services from the Lower Scioto Water Reclamation Facility shall be subject to and shall pay both (i) the \$2,500 surcharge for the Service Area (as defined in the Amended and Restated IGA) in accordance with an amendment to Section XIII of the Amended and Restated IGA authorized by this Term Sheet, and (ii) the County’s \$1,500 surcharge for the area outside of the Service Area (as defined in the Amended and Restated IGA) but within the Original Service Area (as defined in the Amended and Restated IGA).

Developer and Scioto Reserve
Developer Easements:

The Developer and the Scioto Reserve Developer will provide the Authority with property easements over all of the properties along South Section Line Road and Butts Road owned or controlled by the Developer and the Scioto Reserve Developer. See the orange properties owned or controlled by the Developer and the Scioto Reserve Developer shown on the attached map of Project #1.

Scioto Reserve Developer
Agreements:

The Scioto Reserve Developer will ensure that the Price Property located on South Section Line Road will be developed at a density no greater than 66 total units.

The County agrees to permit 66 lots on the Price Property to connect to the existing Scioto Reserve treatment facility before the Scioto Reserve treatment facility is converted to a pump station as part of Project #1.

The Scioto Reserve Developer agrees that of the lots approved by the County by this Term Sheet (being 66 lots to be developed as part of the Price Property) and previously approved as part of the Subdivision Addition identified in the Amended and Restated Subdivider’s Agreement dated as of October 1, 2013 (being 119 lots identified as the “Proposed 119 Units” and 76 lots identified as two groups of “Proposed 38 Units”), the Scioto Reserve Developer will hold and will not develop 30 lots for a period of two years following the date on which this Term Sheet is executed. Upon the earlier to occur of the expiration of the two year period or the conversion of the Scioto Reserve treatment facility to a pump station as part of Project #1, the Scioto Reserve Developer will be entitled to develop the remaining sanitary sewer connections in the Scioto Reserve service area, as defined in the Subdivider’s Agreement, without regard to the capacity limitations of the current Scioto Reserve treatment facility.

O’Shaughnessy Pump Station:

The County, Authority, and Developer will amend the dates for approval and completion of the O’Shaughnessy Pump Station to reflect the actual construction schedule now in effect.

Documentation:

The Authority and the County agree to execute an amendment to the Amended and Restated IGA to carry out the transactions contemplated by this Term Sheet. Specifically, the amendment to the Amended and

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Restated IGA will:

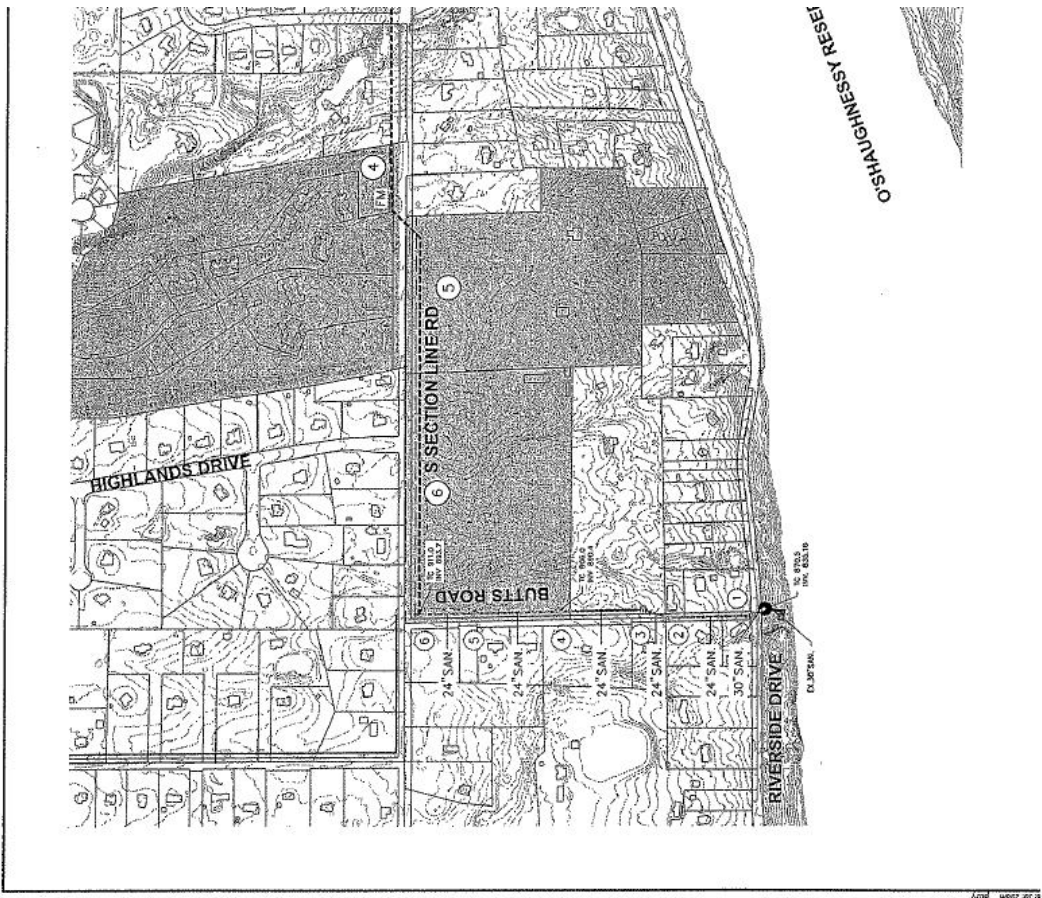
- Amend Section XIII to authorize the County to levy a \$2,500 surcharge in lieu of the current \$1,500 surcharge.
- Amend Section XIII to permit the Authority to use the \$2,500 surcharge for Project improvements benefitting the Clark Shaw Sanitary Tributary Boundary Area.
- Amend Section XIV to describe the Project improvements, to identify the timing of design review, any necessary governmental or regulatory approvals, and the anticipated date of construction completion for the Project improvements, and to amend the dates of approval and completion of the O'Shaughnessy Pump Station.

The Authority and the County expect no other substantive changes will be made to the Amended and Restated IGA other than those specifically contemplated in this Term Sheet.

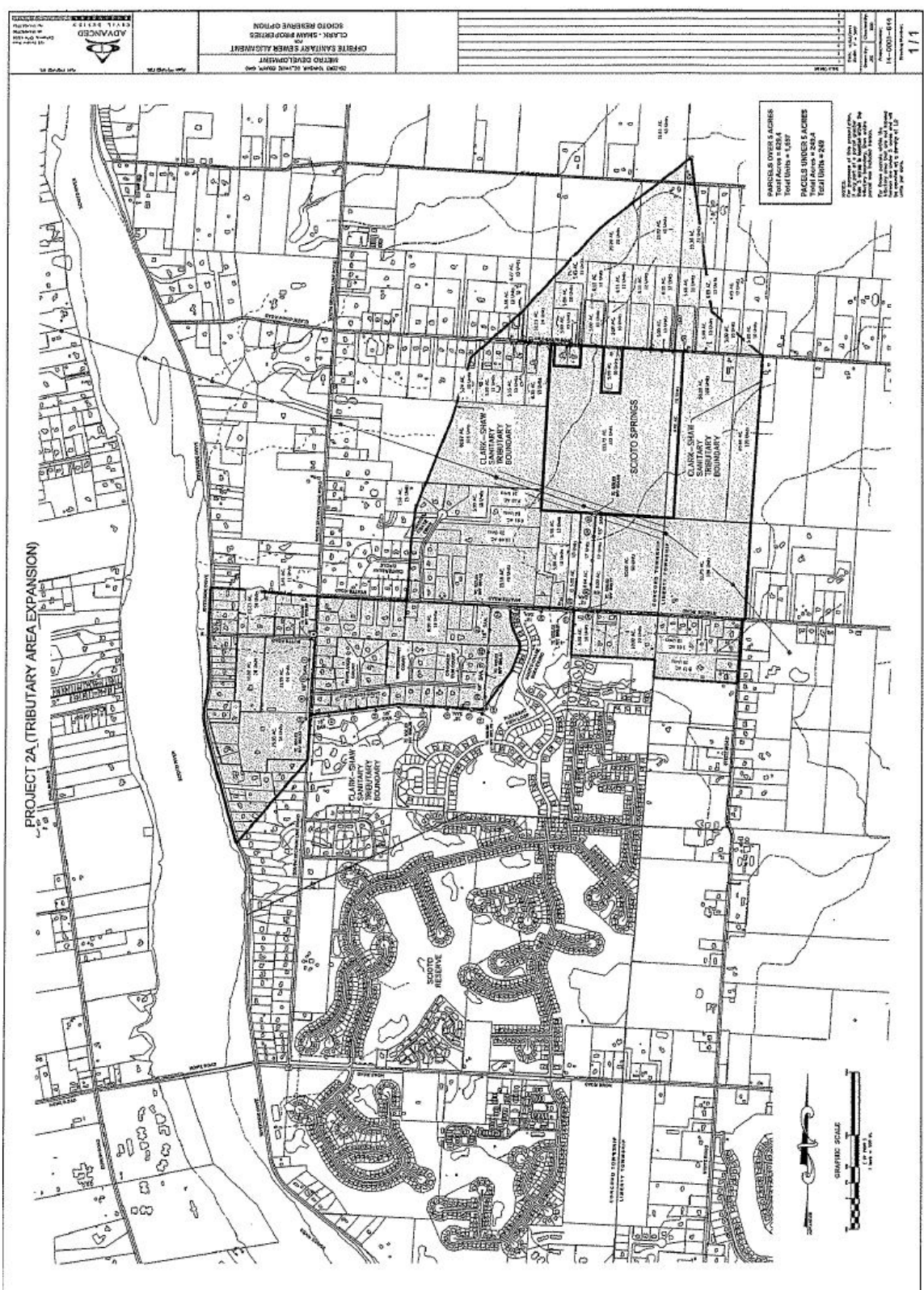
Pursuant to the terms of the Amended and Restated IGA, the Authority and the Developer will enter into an Infrastructure Construction and Acquisition Agreement for the Project improvements, and the Developer will enter into individual agreements with one or more consulting engineers and contractors for the Project improvements.

The County and the Scioto Reserve Developer agree to execute an amendment to the Amended and Restated Subdivider's Agreement dated as of October 1, 2013 to accommodate the modifications to that agreement required by this Term Sheet.

Other Documents: The parties agree to execute such other documents, certificates, and agreements as may be necessary in their respective discretion to carry out the transactions contemplated by this Term Sheet and to cause the construction of the Project.



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

COMMISSIONER MERRELL’S REQUEST TO MOVE OTHER BUSINESS ITEM TO THIS POINT IN THE AGENDA WAS OBJECTED TO BY COMMISSIONER O’BRIEN.

RESOLUTION NO. 14-1303

IN THE MATTER OF EXPRESSING THE BOARD’S SUPPORT FOR AND APPROVAL OF A COMMUNITY REINVESTMENT AREA AGREEMENT FOR A DEVELOPMENT PROJECT WITHIN THE ORANGE TOWNSHIP COMMUNITY REINVESTMENT AREA:

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

WHEREAS, Delaware County has encouraged the development of real property and the acquisition of personal property located in the area designated as Orange Township Community Reinvestment Area #041-58618-01; and

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WHEREAS, Vadata, Inc., desires to construct a data center (hereinafter referred to as “Project”) within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, in order to be eligible for the proposed tax incentive, Vadata, Inc., must obtain necessary zoning approvals for and legal ownership of the property to be utilized for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

SECTION 1: The Board hereby expresses its support for the Project as a benefit for the continued economic growth of Delaware County.

SECTION 2: The Board hereby approves the Orange Township Community Reinvestment Area Agreement with Vadata, Inc.

SECTION 3: Final execution of the Agreement shall be completed at a time convenient to both Parties thereto, taking into consideration that time is of the essence, but not until Vadata, Inc. owns the Property and has submitted an application pursuant to section 3735.67 of the Revised Code.

SECTION 4: The Board hereby directs the Clerk of the Board to forward a copy of the Agreement to the Director of the Ohio Department of Development within fifteen (15) days after the Agreement is entered into as provided in SECTION 3 of this Resolution.

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

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

RESOLUTION NO. 14-1304

IN THE MATTER OF APPOINTING A CITIZEN MEMBER TO THE NORTHSTAR NEW
COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-985, establishing the NorthStar New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-985 and section 349.04 of the Revised Code;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following citizen member to the NorthStar New Community Authority Board of Trustees for the term specified herein:

Position	Appointee	Term Ends
Citizen Member	Howard Heffelfinger	August 15, 2016

Section 2. The appointment approved herein shall be effective immediately upon adoption of this Resolution.

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

RESOLUTION NO. 14-1305

IN THE MATTER OF APPROVING RE-APPOINTMENT TO THE DELAWARE COUNTY DISTRICT
LIBRARY BOARD OF TRUSTEES:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) is responsible for making several appointments to the Delaware County District Library Board of Trustees; and

WHEREAS, the term for Trustee Michael Butler will expire on December 31, 2014, and Mr. Butler has applied for re-appointment;

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

Section 1. The Board of Commissioners hereby approves the re-appointment of Michael Butler to the Delaware

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County District Library Board of Trustees for the term commencing January 1, 2015 and ending December 31, 2021.

Section 2. The appointment approved herein shall be effective on January 1, 2015.

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

RESOLUTION NO. 14-1306

IN THE MATTER OF APPROVING RE-APPOINTMENT TO THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Transit Board (the “Transit Board”) and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, Traci Cromwell, whose term expired on October 24, 2014, has applied for re-appointment;

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

Section 1. The Board of Commissioners hereby approves the re-appointment of Traci Cromwell to the Transit Board for the term commencing October 25, 2014 and ending October 24, 2017.

Section 2. The appointment approved herein shall take effect immediately upon adoption.

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

RESOLUTION NO. 14-1307

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Emergency Medical Services recommends the promotion of Ryan Strohl to the position of Lieutenant with Delaware County EMS; effective November 15, 2014;

Therefore Be It Resolved, the Board of Commissioners approve the promotion of Ryan Strohl to the position of Lieutenant with Delaware County EMS; effective November 15, 2014.

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

RESOLUTION NO. 14-1308

9:45AM PUBLIC HEARING FOR CONSIDERATION OF THE REALIGNMENT OF APPROXIMATELY 1,400 FEET OF HOME ROAD (COUNTY ROAD 124) LOCATED JUST WEST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to open the hearing at 10:12 AM.

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

RESOLUTION NO. 14-1309

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

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

RESOLUTION NO. 14-1310

Vote on Motion	Mr. Merrell	Aye	Mr. Stapleton	Aye	Mr. O'Brien	Aye
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RESOLUTION NO. 14-1312

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF
APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 10:53 AM.

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

RESOLUTION NO. 14-1313

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:48 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O’Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners