

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 13, 2015

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

Present:

- Gary Merrell, President
- Barb Lewis, Vice President
- Ken O'Brien, Commissioner

1:30 PM Viewing Of The East Lateral Of Main "A" Of The Ribov #620 Ditch (8907 Todd Street Road, Sunbury, Ohio 43074)

-Continuation Of The View Of The Ribov #620 Watershed Drainage Improvement, Which Shall Be Limited To Portions Of The Proposed Improvement Not Viewed At The Original View (12/15-14)

RESOLUTION NO. 15-426

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 9, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 9, 2015; 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 Mrs. Lewis Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15- 427

IN THE MATTER OF APPROVING A RESOLUTION FROM THE DELAWARE COUNTY BOARD OF COMMISSIONERS DECLARING APRIL 12-18, 2015 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATOR WEEK IN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS, the Congress of the United States, and the President of the United States have, since 1992, established the second week of April as National Public Safety Telecommunicator Week, and;

WHEREAS, emergencies can occur at any time, and;

WHEREAS, public safety telecommunicators daily serve the citizens of Delaware County by providing that first and most critical contact between our citizens and their need for a public safety response, and;

WHEREAS, public safety telecommunicators are the single vital communications link for monitoring, dispatching, providing information and ensuring the safety of law enforcement, fire, emergency medical and emergency management responders, and;

WHEREAS, this board believes that the public safety telecommunicators that serve the citizens of Delaware County are a highly trained and dedicated corps of personnel, and;

WHEREAS, the services of public safety telecommunicators is a "silent service" that is seldom observed by the public that deserves recognition, and;

NOW THEREFORE, be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, enthusiastically supports recognition of all our professional public safety telecommunicators declaring the second full week of April as the National Public Safety Telecommunicator Week in Delaware County, and that all our residents are invited to observe this event.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

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RESOLUTION NO. 15-128

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0410, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0410:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0410, memo transfers in batch numbers MTAPR0410 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
- SERVICE AND CHARGES				
R1503020	DETECTION INSTRUMENTS CORP	TWELVE MONTH DATA PLAN	66211901- 5330	\$420.00
R1503020	DETECTION INSTRUMENTS CORP	ODALOG RTS - H2S METER FOR OUTFALL	66211901- 5260	\$7,130.00

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-429

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Chief of Emergency Medical Services is requesting that Lt. Curt Hill attend a Together to End Stroke class in Columbus, Ohio on May 11, 2015 at no cost.

The Chief of Emergency Medical Services is requesting that Lt. Dan Jividen attend an Ohio Tactical Officers Association Conference class in Sandusky, Ohio from June 1-4, 2015 at the cost of \$224.99 (fund number 10011303).

The Administrative Services Department is requesting that Dawn Huston and Brad Euans attend a Human Resources Training Conference in Columbus, Ohio April 29, 2015 at the cost of \$598.00 (fund number 10011108).

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-430

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 67.579 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

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

Whereas, on March 16, 2015, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by David W. Fisher, agent for the petitioners, of 67.579 acres, more or less, in Berkshire Township to the Village of Sunbury; and

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the Township of Berkshire or the Village of Sunbury;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 67.579 acres, more or less, in Berkshire Township to the Village of Sunbury.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-431

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF MARCH 2015:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to accept the Treasurer's Report for the month of March 2015.

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

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Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-432

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM LV SPA NAILS AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that LV Spa Nails has requested a new D2 permit located at 4034 W Powell Road, Powell, OH 43065 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 Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-433

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND FOR NORTHSTAR SECTION 1, PHASE C, PART 2:

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

WHEREAS, the roadway construction has been completed for the Northstar Section 1, Phase C, Part 2 subdivision; and

WHEREAS, as a result of recent field review, the Delaware County Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one-year maintenance period; and

WHEREAS, in accordance with the Owner's Agreement, the Engineer recommends that the maintenance bond be set at \$63,000, which is ten percent of the original construction estimate, and that the project be placed on the required one-year maintenance period; and

WHEREAS, the Owner has submitted a maintenance bond meeting all requirements.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing a maintenance bond for the Northstar Section 1, Phase C, Part 2 subdivision in the amount of \$63,000.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-434

IN THE MATTER OF AWARDING THE BIDS FOR ASPHALT MATERIALS TO BE USED BY THE COUNTY ENGINEER DURING 2015:

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

Bid Award Recommendations; Bids Opened April 7, 2015

As the result of the referenced bid opening, the Engineer recommends that the following bid awards be made:

MC 30 as per ODOT Spec 702.02, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

MC 30 as per ODOT Spec 702.02, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

RS-2 as per ODOT Spec 702.04, FOB Plant:

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The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; The Klink Group of Companies; and Phillips Oil Company.

RS-2 as per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; The Klink Group of Companies; and Phillips Oil Company.

RS-2P, Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and The Klink Group of Companies.

RS-2P, Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and The Klink Group of Companies.

CRS-2 Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and The Klink Group of Companies.

CRS-2 Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and The Klink Group of Companies.

CRS-2P Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and The Klink Group of Companies.

CRS-2P Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and The Klink Group of Companies.

SS-1 as per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made Asphalt Materials, Inc. and The Klink Group of Companies.

SS-1 Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and The Klink Group of Companies.

SS-1H Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; The Klink Group of Companies; and Phillips Oil Company.

SS-1H as per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; The Klink Group of Companies and Phillips Oil Company.

Number 301 Asphalt Concrete Base Per ODOT Spec 301.02, FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made to Apple-Smith Corporation; Mar-Zane, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Number 302 Asphalt Concrete Base Per ODOT Spec 302.02, FOB Plant: *

The Engineer recommends that a non-exclusive bid award be made to Apple-Smith Corporation; Mar-Zane, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Type 1 Surface (Item 441), FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made to Apple-Smith Corporation; Mar-Zane,

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Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Type 1 Intermediate (Item 441) FOB Plant: *

The Engineer recommends that a non-exclusive bid award be made to Apple-Smith Corporation; Mar-Zane, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Type 2 Intermediate (Item 441), FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made to Apple-Smith Corporation; Mar-Zane, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

* No bids submitted for materials FOB Jobsite

Bid tabulations for these materials are available for your information

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-435

IN THE MATTER OF APPROVING A SPEED LIMIT REDUCTION ON OSTRANDER ROAD, COUNTY ROAD NUMBER 163:

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

WHEREAS, a request has been made to the Delaware County Engineer, Delaware, Ohio, by the Scioto Township Trustees that the statutory vehicular speed established by Section 4511.21, Revised Code of Ohio, is greater than that considered reasonable and safe on Ostrander Road, County Road Number 163, between Ostrander Corporation Limits and U.S. Route 36; and

WHEREAS, the Delaware County Engineer has caused to be made an engineering and traffic investigation upon the section of road described above; and

WHEREAS, it is the belief of the Delaware County Engineer that such investigation confirms the allegation that the statutory speed limit of 55 is unrealistic upon this section of road; and

WHEREAS, the Delaware County Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio to request that the Board, by virtue of Section 4511.21, Revised Code of Ohio, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on Ostrander Road, County Road Number 163, between Ostrander Corporation Limits and U.S. Route 36 in Delaware County, Ohio; and

That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described above, standard signs properly posted and giving notice thereof will be erected.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-436

IN THE MATTER OF APPROVING AN AGREEMENT FOR INSPECTION OF IMPROVEMENTS TO PEACHBLOW ROAD:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following agreement for inspection of improvements to Peachblow Road:

AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of April, 2015, by and between the **Delaware County Engineer, Delaware County, Ohio**, acting through the Board of County Commissioners, hereinafter called "COUNTY" and The **City of Delaware**, through City Council, hereinafter called "CITY".

WITNESSETH:

WHEREAS, Improvements to Peachblow Road are required in connection with the Belmont Place subdivision (the "Development"); and

WHEREAS, the COUNTY shall have general charge of construction, reconstruction or improvement of county roads pursuant to R.C. 5543.01; and

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WHEREAS, the COUNTY has determined that the CITY has qualified engineering staff to oversee and inspect the construction of the Improvements and the inspection of said Improvements by CITY staff in connection with the construction of the Development would be preferable to inspection of the Improvements by the COUNTY;

NOW, THEREFORE, the CITY and COUNTY, in consideration of their mutual covenants, herein agree as follows:

SECTION 1 – OBLIGATION AND RIGHTS OF THE CITY

- A. The CITY will provide oversight and inspection of the construction of Improvements under the direction and supervision of a licensed Professional Engineer in the State of Ohio in accordance with COUNTY approved plans and specifications for widening of Peachblow Road associated with the Development and the CITY’s policies and procedures for inspection of road construction.
- B. The CITY will collect inspection fees from the owner of the Development for the inspection services being provided.

SECTION 2 – OBLIGATIONS AND RIGHTS OF THE COUNTY

- A. The COUNTY has or will approve plans, specifications for the Improvements prior to construction.
- B. The COUNTY has or will retain a surety furnished by the owner of the Development to ensure faithful completion of the Improvements, and the COUNTY may exercise its authority to take action against such surety without approval of the CITY.
- C. The COUNTY will be allowed access to the site for observation of the construction of the Improvements and may make reasonable requests to the CITY staff and/or Professional Engineer assigned to the work.
- D. COUNTY acceptance of the improvements will be required prior to CITY acceptance of the improvements.

SECTION 3 – GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. Neither the CITY, nor the COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.
- C. This AGREEMENT shall commence on the date last approved by both parties and will terminate upon the date the Improvements are accepted by both the COUNTY and CITY. The AGREEMENT may be renewed upon the mutual agreement of both parties.
- D. Either party may terminate this AGREEMENT by providing sixty (60) days written notice to the other party.
- E. Each party shall defend, at its own expense, its own employee(s) in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgments obtained against its own official(s), officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the services under this AGREEMENT.

It is expressly agreed that the services provided under this AGREEMENT are of such a nature that the Professional Engineer or his representative is afforded considerable discretion in the application and enforcement of the standards governing construction of the Improvements.

- F. The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Nay Mr. Merrell Aye

RESOLUTION NO. 15-437

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2015-2017 ROADSIDE MOWING (EAST SIDE):

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

Whereas, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid

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Opening Date and Time for 2015-2017 Roadside Mowing (East Side);

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for 2015-2017 Roadside Mowing (East Side)

**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, May 12, 2015, at which time they will be publicly opened and read aloud, for the project known as 2015-2017 Roadside Mowing (EAST SIDE) Contract.

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 2015-2017 Roadside Mowing (EAST SIDE)".

Copies of the bid specifications must be obtained from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 at no charge. 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's Office in person or through the website.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices".

The prices of this contract shall be in effect from June 8, 2015 to October 27, 2017.

Bids shall be accompanied by a Bid Security in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

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

Delaware Gazette Advertisement Dates: April 24, 2015

**SPECIFICATIONS
2015-2017 Roadside Mowing (EAST SIDE)
Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform roadside mowing at stated unit prices when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County").

Bidder agrees to perform roadside mowing under this contract promptly as requested by the Owner. Failure to complete roadside mowing within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

TERM OF CONTRACT

This contract shall be in effect from June 8, 2015 to October 27, 2017. The County reserves the right to cancel the contract at any time, in the best interest of the County.

ADDITIVE ALTERNATE BID

This contract includes a Base Bid and an additive alternate bid that may also be bid on by the Contractor for additional contemplated work. The Contractor is only required to bid on the Base Bid.

SCOPE OF WORK – BASE BID

The Base Bid item includes one season of mowing of all Delaware County roads west of County Road 10 (Old State Road) in Delaware County, Ohio, NOT including County Road 10, totaling 161.13 centerline miles as specified on the Delaware County 2013-14 Highway Map on file in the Delaware County Engineer's Office.

SCOPE OF WORK – ALTERNATE BID #1 (2016)

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Alternate Bid #1: This item includes a second season of mowing in 2016 using the same dates and specifications for the Base Bid.

SCOPE OF WORK – ALTERNATE BID #2 (2017)

Alternate Bid #2: This item includes a third season of mowing in 2017 using the same dates and specifications for the Base Bid.

SCOPE OF WORK – ALTERNATE BID #3 (SUPPLEMENTAL MOWING)

Alternate Bid #3: This item includes supplemental mowing as ordered by the Engineer to supplement work performed by County Engineer crews. The amount or location of mowing has not yet been determined and any work awarded under this bid item shall be at the discretion of the Engineer.

A minimum bid quantity has been provided in the bid blank. The Engineer shall determine the quantity and location of mowing to be performed under this item, if used. The Contractor is not required to perform work for quantities less than the minimum centerline miles per round shown, but may perform the work at his own option.

SPECIFICATIONS

1. General Requirements. Contractor shall furnish all labor, equipment and necessary items to complete roadside mowing in accordance with these specifications. The Engineer will supervise and direct the Contractor's methods of work. The Engineer shall prioritize the zones in which the roads will be mowed.

A. Height of grass. The height of the grass after cutting shall be no more than five (5) inches tall throughout the entire Right-of-Way. The measurement will be taken from the edge of pavement, down along the Foreslope to the toe of slope, across the ditch, and back up the backslope. Any strips of grass left uncut due to tire tracks, dull mowers, or any other reason, shall be mowed before payment will be made.

B. Areas mowed by property owner or resident. The contractor shall not mow areas of the roadside already mowed or maintained by a property owner or resident. Mowers shall raise the mower or pull onto the road to minimize disturbance to these areas.

C. Intersections. All County maintained intersections shall be mowed to improve sight distance from the edge of pavement to the edge of the right of way, for a distance of at least two-hundred (200) feet on all legs from the intersection or as required by the Engineer.

D. Obstructions. The Contractor shall mow and trim around obstructions such as signs, bridges, guardrail, or other areas not accessible to mowers.(See mowing equipment paragraph 2).

E. Inclement Weather. The Contractor shall not perform work when rain, fog or other weather conditions create a safety hazard, as determined by the Engineer.

F. Restrictions on Dates and Hours of Work. The contractor shall not perform mowing or operate equipment on county roads from one-half hour before dusk to one-half hour after dawn as determined by the National Oceanic and Atmospheric Administration (NOAA). Work shall not be performed on Sundays or legal holidays.

2. Schedule of Work. All roads shall be mowed a minimum of four (4) times annually as follows:

Round 1. The first round of mowing shall begin on or about June 8th or as determined by the Engineer and shall be completed by June 26th and shall include a strip that extends from the edge of pavement to the bottom of the roadside ditch or such similar location required by the Engineer

Round 2. The second round of mowing shall begin on or about July 6th and shall be completed on or before July 24th and shall include a strip that extends from the edge of pavement to the edge of the right of way.

Round 3. The third round of mowing shall begin on or about July 27th and shall be completed on or before August 14th and shall include a strip that extends from the edge of pavement to the edge of the right of way.

Round 4. The fourth round of mowing shall begin on or about September 7th and shall be completed on or before October 3rd and shall include a strip that extends from the edge of pavement to the edge of the right of way.

The Engineer shall determine what reference the contractor can use to determine where the right of way ends, whether it is a fence, utility pole or a foot measurement, or as otherwise required by the Engineer.

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If Rounds 1, 2 and/or 3 are completed ahead of their scheduled completion dates, permission may be granted by the Engineer to proceed with the next round ahead of the set starting date for that round.

3. Mowing Equipment. The contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workmanlike manner without hindrance or delay. The contractor shall employ trained personnel, sufficient to complete the work within the time limits stated above. Prior to submitting a bid, the County Engineer or his assistant may inspect the equipment of the contractor to determine its suitability for highway work.

Tractor/mowers combinations shall be of suitable size to accomplish the required mowing and still mow in a close proximity to posts, poles and guy wires, defined as no more than a 2 foot diameter circle around the object. Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes.

All tractors shall be equipped with operable flashing lights and slow moving vehicle signs in accordance with Federal and State laws.

Cutting blades shall be kept sharp at all times and equipment properly maintained to produce clean cuts on all vegetation.

4. Maintenance of Traffic. The Contractor shall maintain traffic during the work in accordance with the Ohio Temporary Traffic Control Manual (TTCM). The TTCM contains applicable excerpts from the Ohio Manual on Uniform Traffic Control Devices (OMUTCD) that are applicable to temporary traffic control within construction zones.

A. Temporary Traffic Control. The Contractor shall furnish all required work vehicles, shadow vehicles, signs, supports, flaggers and safety equipment for personnel to maintain traffic during mowing operations.

1. On roads where mowing equipment must operate within the travel lanes, the Contractor shall provide temporary traffic control in conformance with Typical Application 17 (Figure 6H-17) of the TTCM. The Contractor shall provide a suitable shadow vehicle with operable amber, high intensity rotating, flashing, oscillating or strobe lights acceptable to the Engineer at all times during the work with a Mowing Ahead (W21-8) 36" x 36" sign affixed to the rear of the vehicle.

2. At locations where only a limited number of areas require operation of equipment within the travel lanes, the Contractor may provide Mowing Ahead (W21-8) 36"x36" signs on portable sign supports at the beginning and end of the work zones in lieu of a shadow vehicle.

5. Inspection. The Contractor shall contact the Engineer or his designated representative on Monday mornings by telephone between 7:30 and 8:30 a.m. and shall transmit a tabulated list of completed mowed roads from the previous week by electronic mail (email) or by hand delivery.

The Engineer or his representative will inspect completed roads to ensure the work meets the required specifications. The Engineer may order completion of any work that does not meet specifications.

6. Prosecution and Progress. The Contractor shall employ the necessary workforce to perform the work promptly within the specified timeframe. If the Engineer determines that the Contractor is not prosecuting the work in the timeframe specified, he will notify the Contractor that he must submit to the Engineer a recovery schedule to return to the required work timeframe.

If the Contractor, upon notification by the Engineer, does not make adequate efforts to meet the required schedule, the County Engineer may augment the Contractor's operations with its own forces or with other contract mowers. The costs of any work performed by the County Engineer or other forces contracted by the County Engineer will be tabulated and deducted from the amount due the Contractor.

The Engineer may increase or decrease in the number of miles to be mowed in each mowing round and such increase or decrease shall not constitute a change of agreement.

7. Fuel Price Adjustment. A Fuel Price Adjustment shall be applied to any payments made under this contract. Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the Contractor while a negative Fuel Price Adjustment will result in a deduction.

The County will base the Fuel Price Adjustment on the Monthly Base Price (Mbp) as calculated by the Ohio Department of Transportation's (ODOT's). The method for calculating the Monthly Base Price (Mbp) will be on file in the ODOT Division of Construction Management.

The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values are posted on the Division of Construction Management, Office of Construction Administration website at:

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<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/PriceIndexes.aspx>

Average Monthly Base Price (Average Mbp):

The average Monthly Base Price (Mbp) for the mowing season shall be the average Mbp for the months of June, July, August, September and October of the mowing season.

$$\text{Average Mbp} = [(\text{June Mbp}) + (\text{July Mbp}) + (\text{August Mbp}) + (\text{September Mbp}) + (\text{October Mbp})] / 5$$

Fuel Price Adjustment (Fpa):

The Fuel Price Adjustment (Fpa) for the mowing season shall be calculated as half (50%) of the algebraic difference between the Average Mbp and the Cbp, according to the following formula:

$$\text{Fpa} = [(\text{Average Mbp} - \text{Cbp}) \times 0.50] / \text{Cbp}$$

An Fpa between 0.90 and 1.10 (inclusive) shall be considered 1.0 and no adjustment to the contract unit price shall be made. Only Fpa values of less than 0.90 or greater than 1.10 shall be applied to the contract unit price.

The minimum Fpa that may be applied to the contract unit price is 0.50. The maximum Fpa that may be applied to the contract unit price is 1.50.

Revised Unit Price = Original Contract Unit Price x Fpa

The original contract unit price for each mowing round shall be multiplied by the Fpa to determine the actual unit price for payment of work during the mowing season. The Fuel Price Adjustment for the mowing season will be paid, or deducted, upon approval of the final payment at completion of the mowing season. Contractor markups are not permitted.

7. Liability. The contractor, while mowing, shall at all times exercise extreme care to prevent damage to utility lines, residential plantings, gardens, mailboxes, fences or any farm crops adjacent to roadside.

The Contractor shall promptly notify the homeowner and the Engineer within 24 hours to arrange for repairs of property damaged by his operation. Any repairs exceeding 24 hours will be handled by the County Engineer or other contracted forces. , ad payment will be deducted from the contractor's payment schedule unless a written and signed agreement is in place between the contractor and homeowner.

The Contractor and surety indemnifies and saves harmless the County and all its representatives, municipalities and townships from all suits, actions or claims of any character brought on account of injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or in the use of unacceptable materials or practices or on account of any act or omission by the contractor or his agents.

In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the County Engineer or Board of Commissioners or their authorized representatives, either personally or as officers of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

8. Method of Measurement and Payment. Payment shall be made at the end of each completed round of mowing. The Engineer reserves the right to withhold all or a portion of payment based on incomplete work.

The cost of maintaining traffic shall be considered incidental to the mowing operation and no additional compensation shall be made.

Payment shall be made for at the contract unit price for the amount of centerline miles of roadside mowed for each round acceptably performed and approved by the Engineer.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder 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. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent

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and agreement of the parties.

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.

Indemnification for Accidents: The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including, but not limited to, the loss of use resulting therefrom, or delay, acceleration, or loss of productivity caused in whole or part by the negligent act or omission of the Contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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.

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.

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

Insurance:

- A. The Contractor shall not commence work under this Agreement until Contractor has obtained all the insurance required hereunder and the Owner has approved such insurance. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall cause the Owner to be listed as an additional insured party on all required liability policies. The Contractor shall file with the Owner all Certificate(s) of Insurance and properly executed endorsements listing the Owner as an additional insured party as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement.
- C. *Workers' Compensation* – All contractors and subcontractors shall acquire and maintain, during the term of the Agreement, Workers' Compensation insurance in full compliance with the laws of the State of Ohio.
- D. *Contractor's General Liability Insurance* – The Contractor shall acquire and maintain, during the term of the Contract, insurance for a minimum of \$1,000,000 per occurrence.
- E. *Bodily Injury and Property Damage Liability Insurance* under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis. Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability", and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

The Owner may adjust the liability limits to coincide with local government procurement policies and practices within the limits of state and local law.

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The Policies as listed above shall all require that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy with respect to the Agreement, written notice will be mailed to the Board of Delaware County Commissioners.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-438

IN THE MATTER OF APPOINTING CHRIS BAUSERMAN, DELAWARE COUNTY ENGINEER, TO THE OHIO PUBLIC WORKS COMMISSION'S DISTRICT 17 INTEGRATING COMMITTEE, AND APPOINTING TIFFANY JENKINS, DIRECTOR OF ENVIRONMENTAL SERVICES, AS ALTERNATE:

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

WHEREAS, pursuant to Section 164.04(A)(6) of the Revised Code, the Delaware County Board of Commissioners (the "Board") shall appoint one member to the Ohio Public Works Commission District 17 Integrating Committee; and

WHEREAS, pursuant to Section 164.04(B) of the Revised Code, the Board may appoint an alternate to its appointee to the District 17 Integrating Committee; and

WHEREAS, Chris Bauserman, Delaware County Engineer, is the Board's current appointee, and his term expires on April 30, 2015;

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

Section 1. The Board hereby appoints Chris Bauserman, Delaware County Engineer, to the Ohio Public Works Commission District 17 Integrating Committee.

Section 2. The Board hereby appoints Tiffany Jenkins, Director of Environmental Services, as alternate for Chris Bauserman to the Ohio Public Works Commission District 17 Integrating Committee.

Section 3. The appointments approved herein shall be effective May 1, 2015 for a term of three years, expiring on April 30, 2018.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-439

IN THE MATTER OF APPROVING FINAL PARCEL LIST AND MAINTENANCE BASE, DRAINAGE MAINTENANCE ACCOUNT, INITIAL DRAINAGE MAINTENANCE PROJECT INSPECTION REPORT AND DRAINAGE MAINTENANCE EASEMENT FOR THE MOONEY #75 DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation Staff recommend approving final parcel list and maintenance base, drainage maintenance account, initial drainage maintenance project inspection report and drainage maintenance easement as follows:

RE: Mooney #75 Drainage Improvement Project
Final Parcel List with Maintenance Base, Drainage Maintenance Account,
Initial Drainage Maintenance Project Inspection Report, Drainage Maintenance Easement

Please accept this request to finalize the parcel list and maintenance base (parcel list available in the Commissioners' Office until no longer of administrative value), establish the drainage maintenance account, approve the initial project inspection report (report available in the Commissioners' Office until no longer of administrative value), set the collection percentage for 2016, and approve the drainage maintenance easements for the referenced project. The following information may be used to initiate the account:

Name: Mooney #75
Account: 1501
Organization: 21911401
2016 Collection Pct.: 5.0%

Easement Description: (Map available at Engineer's Office)

Beginning at Point A at a tile breather on the east side of Glenn Road and extending downstream to Point D at the intersection of the Mooney #75 open channel and the property line for Delaware County parcel #4191100102400 and inclusive of a maintenance access easement from Point E to Point F to Point C:

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Points A to B:
25 feet left of top of bank
25 feet right of top of bank
50 radius around Point A

Points C to D
25 feet left of top of bank
25 feet right of top of bank

Points E to F
Railroad right-of-way to 15' north of railroad right-of-way

Points F to C
Railroad right-of-way to 15' south of railroad right-of-way

THEREFORE BE IT RESOLVED, that the Commissioners finalize the parcel list and maintenance base, establish the drainage maintenance account, approve the initial project inspection report set the collection percentage for 2015, and approve the drainage maintenance easements for Mooney #75 Drainage Improvement Project.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-440

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE BERLIN TOWNSHIP TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2014:

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 15-201; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 11, 2015; and

WHEREAS, the TIRC recommends accepting that the Berlin Township currently does not have any exemptions:

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

- Section 1. The Board hereby accepts the TIRC's recommendations.
- Section 2. The Board directs the Economic Development Coordinator to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.
- Section 3. The Board hereby thanks the members of the TIRC for their service.
- Section 4. This Resolution shall take effect and be in force immediately after its passage.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-441

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE BERLIN AND LIBERTY TOWNSHIPS TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR PROGRAM YEAR 2014:

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

WHEREAS, the Delaware County TIRCs were established per Board of Commissioner Resolution 15-201; and

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Wednesday, March 25, 2015; and

WHEREAS, the Liberty and Berlin Townships Township TIRC found the P&D Builders/Ohio Corn Growers CRA exemption was in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency.

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NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

- Section 1. The Board hereby accepts the TIRC's recommendations.
- Section 2. The Board directs the Economic Development Coordinator to file all information required by the State of Ohio to the Director of the Ohio Development Services Agency.
- Section 3. The Board hereby thanks the members of the TIRCs for their service.
- Section 4. This Resolution shall take effect and be in force immediately after its passage.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-442

IN THE MATTER OF APPROVING, AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) B-F-14-1AT-1 STATUS REPORT WITH THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

It was moved Mrs. Lewis, seconded by Mr. O'Brien to approve, and authorize the signing and submittal of the Status Report:

WHEREAS, the Ohio ODSA OCD awarded \$193,000 in State of Ohio Fiscal Year 2014 CDBG funds to the Delaware County Board of Commissioners, per CDBG Grant Agreement B-F-14-1AT-1, approved per Resolution 14-1479; and

WHEREAS, CDBG funding assists Delaware County communities with necessary and useful public improvements which are responsive to the CDBG national program objectives; and

WHEREAS, the B-F-14-1AT-1 grant agreement requires Delaware County to submit Status Reports; and

WHEREAS, the Status Report is due by April 17, 2015; and

- WHEREAS, the following projects were administered per the grant agreement:
- Activity 1 Ashley Villa Generator/Security System: In Process
 - Activity 2 Delaware Co STEP Bus Pass: In Process
 - Activity 3 Galena Village Hall ADA Restrooms: Environmental Review in Process
 - Activity 4 Village of Ashley Warning Siren: In Process
 - Activity 5 Delaware County Fair Housing Program: In Process
 - Activity 6 Delaware County General Administration: In Process

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby approves the CDBG Status Report for Grant Agreement B-F-14-1AT-1.

Section 2. The Delaware County Board of Commissioners hereby authorizes the president of the Board of Commissioners, to sign the CDBG Status Report; then directs the Economic Development Coordinator to submit the report to ODSA OCD.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-443

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR TANGER OUTLETS:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following sanitary sewer construction plans for Tanger Outlets for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Tanger Outlets for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Tanger Outlets for submittal to the Ohio EPA for their approval.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-444

IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR THE SANITARY SEWER IMPROVEMENT PLAN FOR HEATHERS AT GOLF VILLAGE, SECTIONS 1 AND 2:

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

WHEREAS, the Director of Environmental Services recommends supporting the proposed project for Heathers at Golf Village, Sections 1 and 2 for future connection to the County sewerage system; and

WHEREAS, the Director of Environmental Services recommends that the Board permit the Sanitary Engineer's signature on a letter of support for concurrent review by the Ohio EPA; and

WHEREAS, the Sanitary Engineer's signature on the aforementioned concurrent review letter does not constitute approval by the County Sanitary Engineer, County Engineer, or Board of Commissioners of the sanitary sewer improvement plan for Heathers at Golf Village Sections 1 and 2; and

WHEREAS, additional changes to the sanitary sewer improvement plans for Heathers at Golf Village Sections 1 and 2 may still be required by the Sanitary Engineer or County Engineer's office; and

WHEREAS, if the aforementioned letter of support is submitted to the EPA, EMH&T, which is the professional engineering firm of record for this project, will be required to ensure that the final sanitary sewer improvement plan for Heathers at Golf Village, Sections 1 and 2, as signed by Delaware County, is the same plan as approved by the Ohio EPA.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners permits the Sanitary Engineer to sign a letter of support for concurrent review by the Ohio EPA for the Heathers at Golf Village, Sections 1 and 2.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Nay

RESOLUTION NO. 15-445

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends hiring Kimberly Wade as an Income Maintenance Worker III with JFS; effective April 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approves hiring Kimberly Wade as an Income Maintenance Worker III with JFS; effective April 27, 2015.

The Director of Job and Family Services recommends hiring Hannah Weiser as an Income Maintenance Worker III with JFS; effective April 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approves hiring Hannah Weiser as an Income Maintenance Worker III with JFS; effective April 27, 2015.

The Director of Job and Family Services recommends hiring Breanne Williamson as an Income Maintenance Worker III with JFS; effective April 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approves hiring Breanne Williamson as an Income Maintenance Worker III with JFS; effective April 27, 2015.

The Director of Job and Family Services recommends hiring Kayla Worthington as an Income Maintenance Worker III with JFS; effective April 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approves hiring Kayla Worthington as an Income Maintenance Worker III with JFS; effective April 27, 2015.

The Director of Emergency Medical Services recommends the promotion of Eladio Rivera to a full-time Paramedic with EMS; effective April 20, 2015.

Therefore Be it Resolved, the Board of Commissioners approves the promotion of Eladio Rivera to a full-time Paramedic with EMS; effective April 20, 2015.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-446

IN THE MATTER OF AUTHORIZING THE COUNTY RISK SHARING AUTHORITY APPLICATION FOR THE SURETY BOND FOR FINANCIAL RESPONSIBILITY FOR UNDERGROUND STORAGE TANKS:

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

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Whereas, the Assistant County Administrator/ Director of Administrative Services recommends authorizing The County Risk Sharing Authority Application for The Surety Bond for Financial Responsibility for Underground Storage Tanks;

Therefore Be it Resolved, the Board of Commissioners authorize The County Risk Sharing Authority Application for The Surety Bond for Financial Responsibility for Underground Storage Tanks:

SURETY BOND
Underground Storage Tanks

Indemnity Agreement:

The undersigned applicant hereby request CORSA to become surety for the above applicant for a Financial Guarantee Bond. The undersigned certify to the truth of all statements in the application and agrees:

1. The Undersigned will pay over, reimburse and make good to CORSA all money, including attorney fees and/or expenses, which CORSA shall pay, or cause to be paid or become liable to pay by reason of the execution of this bond.
2. CORSA shall have the right to handle or settle any claim or suit arising out of or related to this agreement and/or bond.
3. This Indemnify Agreement shall become null and void should the County decide to terminate their membership with CORSA.

Signed and Dated this ____ day of _____, 2015.
 County: Delaware
 By:
 Name and Title: _____
 Name and Title: _____
 Name and Title: _____

Return application to:
 Tricia Callihan
 CORSA
 209 East State Street
 Columbus Ohio 43215-4195

County Risk Sharing Authority
Application for
SURETY BOND
Financial Responsibility for Underground Storage Tanks

1. County: Delaware
2. Address: 10 Court Street 2nd Floor Delaware, Ohio 43015
 Contact Person: Cindi Blair
 (Person completing application) Phone: 740-833-2124 Fax: 740-833-2119
3. Amount of Deductible \$11,000.00
 (for State Financial Assurance Fund)
4. List below location of all owned or operated tanks, and number of tanks at each location.

Facility Name /Address	Number of Tanks
Delaware County Service Center 1405 US 23 North Delaware, OH 43015	2
Delaware County Engineers 50 Channing St. Delaware, OH 43015	3
Olentangy Environmental Control Center 10333 Olentangy River Rd. Powell, OH 43065	1

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**The County Risk Sharing Authority
Performance Bond**

Date Bond Executed: 5/1/2015
 Period of Coverage: 5/1/2015 - 5/1/2018

Principal: Board of Commissioners of Delaware County
 10 Court St.
 Delaware, OH 43015

Type of Organization: County Government

Surety: County Risk Sharing Authority
 209 East State Street
 Columbus Ohio 43215

Scope of Coverage:
 The coverage guaranteed herein is for taking corrective action and compensates third parties for bodily injury and property damage caused by accidental releases from operating the underground storage tank.

Facility Name /Address	Number of Tanks
Delaware County Service Center 1405 US 23 North Delaware, OH 43015	2
Delaware County Engineers 50 Channing St. Delaware, OH 43015	3
Olentangy Environmental Control Center 10333 Olentangy River Rd. Powell, OH 43065	1

Penal Sums of Bond:
 Per Occurrence: \$11,000.00
 Annual Aggregate: \$11,000.00
 Bond Number: CO-0300

**CORSA
Underground Storage Tank
Fact Sheet**

All underground storage tanks (UST) in Ohio must be registered with BOTH the Bureau of Underground Storage Tank Regulation (BUSTR) AND the Petroleum UST Release Compensation Board.

BUSTR Ohio Department of Commerce, Division of State Fire Marshall 6606 Tussing Rd., Reynoldsburg, OH 43068, (614) 752-7095 Toll Free: 877-264-0023, www.com.state.oh.us/odoc/sfm/bustr

All UST owners are invoiced for registration fees in late April of each year. Public entities are exempt from paying annual registration fees but MUST file registration form annually. Forms are due by July 1.

- Petroleum UST Release Compensation Board
 50W. Broad St., Ste 1500, PO Box 163188, Columbus, OH 43216-3188 (614) 752-8963
 800-224-4659 www.petroboard.com.

Responsible for collecting fees from all UST owners and maintaining a fund from which UST spill/leak clean-up costs may be paid (coverage). Statements mailed May 1 of each year to all UST owners. Fees are due by July 1, after which penalties accrue and coverage is terminated.

The Petroleum UST Release Compensation Board offers UST owners a choice of two deductibles for UST spill/leak clean-up coverage.

Under seven UST's - owner can select deductible of \$11,000 or \$55,000
 Seven or more UST's - deductible is \$55,000

- All UST owners MUST show financial responsibility for the amount of the deductible. Several methods of demonstrating financial responsibility are allowed by the regulations, including a surety bond. Ohio Administrative Code (OAC) rule 1301:7-9-05. A fact sheet on the financial responsibility guidelines is available from the BUSTR web site, click on "Downloads" and scroll down to "Corrective Actions".

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CORSA can provide the UST financial responsibility surety bond for member counties at no additional cost.

Counties must complete and return a separate CORSA application to obtain this coverage. Specific information on the location of all tanks is required.

Counties remain responsible for registering their UST's with BOTH BUSTR and the Petroleum UST Release compensation Board - AND paying all fees required by these two agencies.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-447

IN THE MATTER OF APPROVING A DECREASE OF APPROPRIATIONS AND A SUPPLEMENTAL APPROPRIATIONS FOR LITTER GRANT:

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

Supplemental Appropriations

Decrease Appropriations

22111502-5001	Litter Grant/Compensation	(\$2,714.43)
22111502-5101	Litter Grant/Health Insurance	(129.17)
22111502-5102	Litter Grant/Workers Comp	(27.14)
22111502-5120	Litter Grant/County Share OPERS	(651.57)
22111502-5131	Litter Grant/County Share Medicare	(39.36)

Supplemental Appropriations

22111502-5201	Litter Grant/General Supplies	1,000.00
22111502-5215	Litter Grant/Program Supplies	700.00
22111502-5309	Litter Grant/Mileage Reimbursement	400.00
22111502-5312	Litter Grant/Advertising	1,145.07

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

ADMINISTRATOR REPORTS

Tim Hansley

-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Attended and participated in a LEPC meeting last week. The meeting was very routine. The speaker was from Wilmington and spoke about weather spotting.

-Attended and participated in an EMA meeting. Director Miller is a great asset to the county

Commissioner Lewis

-Also attended the EMA meeting

-Spoke to Frances Jo Hamilton from Mainstreet Delaware, Inc. who was asking local artists about the mural in the foyer of this building. All the artist seemed to name one particular artist. Commissioner Lewis would like to start communication with that artist about the mural

Commissioner Merrell

-Attended the promotion at B.S.T & G. for their lieutenants. Very nice ceremony.

RESOLUTION NO. 15-448

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND FOR CONSIDERATION OF PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn into Executive Session at 10:17AM.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-449

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:07 AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RECESS UNTIL 1:30 PM/ RECONVENE IN THE FIELD AT 1:35 PM

IN THE FIELD:

1:30 PM -VIEWING OF THE EAST LATERAL OF MAIN "A" OF THE RIBOV #620 DITCH

AND

-CONTINUATION OF THE VIEW OF THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT, WHICH SHALL BE LIMITED TO PORTIONS OF THE PROPOSED IMPROVEMENT NOT VIEWED AT THE ORIGINAL VIEW (12/15-14)

On **April 13, 2015 at 1:35PM** in the vicinity of the following, 8907 Todd Street Rd, The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: Gary Merrell, Ken O'Brien and Barb Lewis

On **September 17, 2014**, a drainage petition for the RIBOV #620 watershed was filed with the Board of County Commissioners to: 1. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition. 2. In Delaware County, Kingston Township within The Ribov #620 Watershed and generally following, but not limited to the course and termini of the existing improvement.

On **March 9, 2015** the Kingston Township Board of Trustees, filed an Application for Amendment of the petition to include improvements to the East Lateral of Main "A" of the Ribov #620 ditch, pursuant to section 6131.05 of the Ohio Revised Code. The Delaware County Board of Commissioners allowed the Application for Amendment.

NOTE: the continuation of the first hearing on the petition is scheduled for Thursday April 30, 2015, at 9:45AM

The Commissioners:

Viewed the Kingston Township Board of Trustees' Amendment of the petition to improvements to the East Lateral of Main "A"

- looked at and followed the proposed replacement tile areas;
- the infrastructure in this area predates maintenance program;
- walked property near 9032 Todd street road, following to head-wall;
- viewed outlets; including updated 1980's silver outlet work;
- culverts/surface water; tile/subsurface;
- proposed work to maintain area to a good and sufficient outlet;
- drove to property near the address of 8701 Kilbourne Road to view other end of drainage;
- viewed maps of area;
- tiles and flow may appear to work to some extent; does not mean the system is meeting today's engineering standards

- projects since 1998 are automatically placed on County Drainage Maintenance Program
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future

-4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

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

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 13, 2015

*Note:
Hearing
by unanimous
April 30th 9:45am
2015*

SIGN-IN SHEET FOR APRIL 13, 2015

1:30 PM -Viewing Of The East Lateral Of Main "A" Of The Ribov #620 Ditch
and
-Continuation Of The View Of The Ribov #620 Watershed Drainage Improvement, Which Shall Be Limited To Portions Of The Proposed Improvement Not Viewed At The Original View (12/15-14)

NAME	ADDRESS
1 Sarah Dinov	101 N. Sandusky St, 43015
2 SCOTT STEPHENS	D SWCD
3 Larry Wiffe	" "
4 Ken O'Shing	101 W. Sandusky
5 Gary Merrell	101 N. Sandusky
6 Paul Davis	" "
7 Joyce Bouvyant	9132 Todd Street Rd
8 Jon Rice	7112 Todd St Rd
9 Ed Bourgaault	9032 Todd Street Rd
10 Tracy Wickline	8701 Kiltourne Rd
11 Doug Plunk	Kings Top Road Spt.
12 BILL WOLFERT	9177 TODD ST. RD.
13 TOM FILBERT	9197 TODD STREET RD
14 Brett Berger	50 Channing St
15 Bob Sherman	D SWCD
16 DEWEY AKERS	3696 N 31st St Rd (Hwy 100)
17	
18	
19	

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 13, 2015

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners