

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 30, 2015

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

Present:

Barb Lewis, Vice President
Ken O'Brien, Commissioner

Absent:

Gary Merrell, President

9:45 AM Reconvening of Public Hearing For Consideration Of The Ribov #620 Watershed Drainage Improvement Petition

RESOLUTION NO. 15-512

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 27, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 27, 2015; 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 Absent Mrs. Lewis Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

Chief Michael Schuiling, Delaware County EMS
Recognition Of Delaware Area Career Center First Responders

RESOLUTION NO. 15-513

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0429, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0429:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0429, memo transfers in batch numbers MTAPR0429 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1503311	KECK ESTATE, GREGORY C	PROFESSIONAL SERVICES	22511607 - 5350	\$ 9,664.26	0001
R1503326	ON-SITE TRUCK REPAIR LTD	MEDIC REPAIR	10011303 - 5328	\$ 9,000.00	0001
R1503343	FEDERAL SIGNAL	VILLAGE OF ASHLEY WARNING SIREN CDBG PY2014	23011701 - 5365	\$ 26,669.00	0001
R1503349	CARRIER CORPORATION	SERVICE AGREEMENT	10011105 - 5325	\$ 5,950.00	0001
R1503349	CARRIER CORPORATION	REPAIR SERVICES	10011105 - 5328	\$ 1,500.00	0002
R1503349	CARRIER CORPORATION	PARTS FOR REPAIR	10011105 - 5201	\$ 1,500.00	0003
R1503350	PYRINEX INC	LIGHTNING STRIKE 04.09.15	60111901 - 5370	\$ 48,300.00	0001
R1503358	ADVIZEX TECHNOLOGIES LLC	ARCHIVE DEVICE INSTALLATION	41711436 - 5450	\$ 45,163.00	0001

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R1503359	DESIGN BUILD SOLUTIONS INC	ROOF REPLACEMENT RESTORATION AT WILLIS BUILDING,	40111402 - 5410	\$381,631.00	0001
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. O'Brien Aye

RESOLUTION NO. 15-514

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Job and Family Services is requesting that Angela Thomas, Angela O'Brien, Judy Mitchell, Tracey Merrin, Renee Mennsen, Sharon Lloyd and Kathie Elrod attend the Ohio Job and Family Services Director Conference in Columbus, OH from May 5-6, 2015 at the cost of \$1158.00 (fund number 22411605).

The County Auditor is requesting that Michael Laws attend a Sunguard User Group Conference in Atlanta, Georgia from May 17-21, 2015 at the cost of \$1884.00 (fund number 20315101).

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

RESOLUTION NO. 15-515

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND AMONG THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE CITY OF DELAWARE, AND THE DELAWARE COUNTY AGRICULTURAL SOCIETY FOR THE REPAIR OR REPLACEMENT OF WATERLINES THROUGHOUT THE FAIRGROUNDS:

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

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into as of the last date written below, by and among the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County"), the City of Delaware, 1 South Sandusky Street, Delaware, Ohio 43015 (the "City"), and the Delaware County Agricultural Society, 236 Pennsylvania Avenue, Delaware, Ohio 43015 (the "Fair"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2 – Purpose

This Agreement is authorized by sections 9.482, 307.15, *et seq.*, and 1711.15 of the Revised Code. The Delaware County Fairgrounds is comprised of parcels of land owned by the County and parcels of land owned by the Fair, and waterlines throughout the Fairgrounds properties are in need of repair or replacement. The Fair has requested the County's and City's assistance in completing the necessary repairs and replacement. This Agreement shall establish the terms and conditions for the Parties' respective responsibilities related to the repair and replacement of waterlines and appurtenant facilities on the Delaware County Fairgrounds. The proposed improvements are more specifically described as a proposed fire loop and water service improvements and will be performed in two phases as set forth in Exhibit A to this agreement. The first phase consists of the northwest portion of the improvements, which include approximately 2400 linear feet of pipe, 23 water service connections and two fire hydrants. The second phase consists of the remaining parts of the fire loop and the 8-inch extensions to the motorplex area to the north and the multi-purpose building to the west. The improvements described in this Section shall hereinafter be referred to as the "Project."

Section 3 – Division of Responsibilities During the Project

The County shall contribute the total sum of Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00) to the Fair, pursuant to section 1711.15 of the Revised Code, for the exclusive purpose of application to the costs of the Project. The County contribution shall be made within fifteen (15) days of the effective date of this Agreement. The Fair shall provide the remainder of the funding for the Project and shall have general supervision of the Project. The City, through its Public Utilities Department, shall provide assistance to the Fair by installing materials supplied by the Fair for the proposed fire loop and water service improvements. The City's assistance shall include the necessary labor and equipment to complete the Project. The Fair shall ensure that the materials supplied for the Project will be the same approved material used in current distribution extensions and improvements. After the installation is completed, the City will test the system for leaks and bacteria, using current AWWA specification prior to placing the system into service. When the system is placed into service, the Fair will assume responsibility for maintenance and repair of the water lines. In the future, if the Fair would elect to expand and/or make repairs to the water distribution system, the Fair shall use approved materials for this type of water distribution system per the City of Delaware infrastructure design manual.

Section 4 – Compensation

The Parties agree to be responsible for their own costs and expenses related to the Project and shall not seek any compensation or reimbursement except as specifically set forth in this Agreement.

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Section 5 – Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until the Project is completed, unless modified, superseded, or terminated in accordance with this Agreement. The first phase of the Project shall commence as soon as practicable after the Fair has obtained the necessary materials. The second phase of the Project shall commence as soon as practicable after the close of the 2015 Delaware County Fair, or earlier if agreed upon by the Parties. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

Section 6 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 7 – Personnel

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.

Section 8 – Equipment and Facilities

Each Party to this Agreement shall be responsible for maintaining its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of any Party of this Agreement.

Section 9 – Insurance and Liability

The Parties are political subdivisions and lack authority to indemnify. The Fair shall require any contractor to indemnify and hold harmless the County, the City, and the Fair in any contract with a non-Party for the Project. The Fair shall also require any non-Party contractor to name the County, the City, and the Fair as “Additional Insured” on the insurance policies required in any contract for the Project and to provide properly executed endorsements indicating the listing of the County, the City, and the Fair as “Additional Insured” on those policies. In all other respects, each Party agree to be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, agents, and volunteers, related to this Agreement and any expenses, claims, or liabilities arising therefrom.

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Parties to be named as additional insured on any applicable insurance policies.

Section 10 – Miscellaneous Terms & Conditions

- 10.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement among the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 10.2 **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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 in full force and effect.

Further Be It Resolved, that the Board of Commissioners approve a purchase order and voucher in the amount of \$55,000.00 to the Delaware County Agricultural Society.

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

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RESOLUTION NO. 15-516

**IN THE MATTER OF COMMITTING PROGRAM INCOME FOR THE STATE OF OHIO PY2015
COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) PROGRAM:**

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

WHEREAS, the Delaware County Board of Commissioners entered a Partnership Agreement with the City of Delaware per Resolution 15-345 for the State of Ohio PY2015 Community Housing Impact & Preservation (CHIP) Program;

WHEREAS, housing program income funds available at the time of application submission are to be committed to CHIP Program activities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the commitment of housing program income funds should the Partnership be awarded the Community Housing Impact & Preservation (CHIP) Program Grant.

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

RESOLUTION NO. 15-517

**IN THE MATTER OF RESCHEDULING THE DATE AND TIME FOR PUBLIC HEARING #2 FOR
2015 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING:**

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

WHEREAS, Delaware County, by and through the Delaware County Board of Commissioners (the "Board") is a designated subrecipient of Community Development Block Grant ("CDBG") funding; and

WHEREAS, the citizen participation requirements within the Housing and Community Development Act and applicable federal regulations require two public hearings to allow public input regarding the use of CDBG funding; and

WHEREAS, the first public hearing was conducted April 23, 2015; and

WHEREAS, the second public hearing was set for May 14, 2015 at 9:40 AM per Resolution 15-418;

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

Section 1. The Board hereby reschedules the Second Public Hearing for Thursday, May 28, 2015 at 9:40 AM, during the regularly scheduled Board of Commissioners meeting held at 101 North Sandusky Street in Delaware, Ohio as the date, time, and place for public hearing #2 for 2015 CDBG funding.

Section 2. The Economic Development Coordinator is hereby directed to cause public notice to be published in the Delaware Gazette on Thursday, May 14, 2015, and again on Thursday, May 21, 2015, notifying the public of the hearing.

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

RESOLUTION NO. 15-518

**IN THE MATTER OF RANKING FOR THE BEST VALUE OF THE THREE MOST QUALIFIED
CONSTRUCTION MANAGERS AT RISK FOR NEW CONSTRUCTION OF THE SANDUSKY STREET
COURTHOUSE AND RELATED PARKING FACILITY FOR DELAWARE COUNTY, OHIO:**

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

WHEREAS, the Delaware County Board of Commissioners selected Gilbane Building Company, Lend Lease Construction, Inc., and Messer Construction Company as the three most qualified construction managers at risk for the new construction of the Sandusky Street Courthouse and related Parking Facility for Delaware County, Ohio, and received pricing proposals from each; and

WHEREAS, section 9.334(E) of the Ohio Revised Code requires after evaluating the pricing proposals, the public authority shall rank the selected construction managers at risk based on its evaluation of the value of each pricing proposal, with such evaluation considering the proposed cost and qualifications; and

WHEREAS, the review committee evaluated the pricing proposals, qualifications, and the scope and nature of the proposed services and potential technical approaches recommends the top three most qualified firms be ranked for the best value; 1 Lend Lease Construction, Inc., 2 Gilbane Building Company, and 3 Messer Construction

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Company; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby ranks the three most qualified construction managers at risk for the best value; 1 Lend Lease Construction, Inc., 2 Gilbane Building Company, and 3 Messer Construction Company for the new construction of the Sandusky Street Courthouse and related Parking Facility for Delaware County, Ohio, and hereby authorizes and directs the Manager of Facilities to proceed with the contract negotiations with the best valued ranked firm.

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

RESOLUTION NO. 15-519

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR HARVEST POINT:

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

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

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for the Harvest Point.

SANITARY SEWER IMPROVEMENTS AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 30th day of April 2015, by and between **Rockford Homes, 999 Polaris Parkway, Columbus, Ohio 43240** hereinafter called “DEVELOPER”, and the BOARD OF COUNTY COMMISSIONERS (hereinafter called “COUNTY COMMISSIONERS” or “COUNTY”) of Delaware County, Ohio. This AGREEMENT is governed by the following considerations and conditions, to wit:

There are **38** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing.

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

OFFSITE IMPROVEMENTS

The DEVELOPER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of OFFSITE construction (**\$354,418.10**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Regulations of Delaware County, Ohio.

ONSITE IMPROVEMENTS

For the construction of ONSITE sanitary sewer improvements, the DEVELOPER has the following options:

- (1) Should DEVELOPER elect to record the plat prior to beginning construction, DEVELOPER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of ONSITE construction (**\$269,223.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Regulations of Delaware County, Ohio.
- (2) Should DEVELOPER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary for ONSITE construction until such time as DEVELOPER elects to record the plat. At that time, the DEVELOPER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of ONSITE construction remaining to be completed as determined by the SANITARY ENGINEER.

The DEVELOPER hereby elects to use Option ___ for this project.

Initials _____

Date _____

The DEVELOPER shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the DEVELOPER, and any of its contractors or sub-contractors, or

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from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of DEVELOPER, and any of its contractors or the contractors' agents or employees.

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

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

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

Should the DEVELOPER become unable to carry out the provisions of this AGREEMENT, the DEVELOPER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT. Notwithstanding any other provision of this Agreement, the COUNTY shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY's sole discretion.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the DEVELOPER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated total construction cost of the IMPROVEMENTS for plan review of **Harvest Point (\$20,672.75)**. The DEVELOPER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **(\$53,025.00)** estimated to be necessary to pay the cost of inspection for **Harvest Point** by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the DEVELOPER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit.

At such time as said fund has been depleted to a level of \$3,000.00 or less, as a result of charges against the same at the rate of:

- INSPECTOR \$75.00 per hour
- CAMERA TRUCK \$150.00 per hour
- INSPECTION SERVICES PROVIDED BY THIRD PARTY AT THE RATES PER ATTACHED EXHIBIT A.

for time spent by said SANITARY ENGINEER, his or her staff or agents, the DEVELOPER shall make an additional deposit of \$3,000.00 to said fund, unless a smaller deposit is acceptable to the DELAWARE COUNTY SANITARY ENGINEER.

In addition to the charges above, the DEVELOPER shall reimburse the County for all third-party inspection fees attributable to inspection of the IMPROVEMENTS.

On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the DEVELOPER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

The DEVELOPER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the DEVELOPER. All IMPROVEMENTS, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. Easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted by the SANITARY ENGINEER.

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

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

CONNECTION FEES

After said acceptance, any applicable County capacity and tap inspection fee charges, and a **\$1,500.00** County **surcharge** shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The DEVELOPER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary easements.

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

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

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

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

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

RESOLUTION NO. 15-520

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Interim Director of Emergency Communications recommends hiring Tyler Hairston as a telecommunicator with 911; effective May 11, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring Tyler Hairston as a telecommunicator with 911; effective May 11, 2015.

The Director of the Child Support Enforcement Agency recommends accepting the voluntary resignation of Ezekiel Keesbury; effective May 6, 2015.

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Therefore Be it Resolved, the Board of Commissioners accept the voluntary resignation of Ezekiel Keesbury; effective May 6, 2015.

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

RECESS UNTIL 10:00/ RECONVENE AT 10:10

RESOLUTION NO. 15-521

9:45AM – RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY STEPHEN L. SHEETS AND OTHERS:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to reconvene the hearing at 10:10 AM.

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

RESOLUTION NO. 15-522

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 Mrs. Lewis 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 Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Absent

RECESS AT 12:05 PM/RECONVENE AT 12:15PM

RECESS AT 12:55 PM/RECONVENE AT 1:03 PM

RESOLUTION NO. 15-523

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY STEPHEN L. SHEETS AND OTHERS:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to close the hearing at 2:45 PM.

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

RESOLUTION NO. 15-524

IN THE MATTER OF COMMISSIONERS ACCEPTING EXHIBIT B AS EVIDENCE FOR SUPPORT OF THE PETITION AND EXHIBIT(S) C, D, A AS EVIDENCE IN OPPOSITION TO THE PETITION FOR THE RIBOV #620 WATERSHED DRAINAGE PETITION PROJECT:

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

Whereas, on **September 17, 2014**, a Drainage Improvement Petition for The RIBOV #620 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board of Commissioners of Delaware County on **Monday March 9, 2015, opened and continued to Thursday April 30, 2015** a public hearing to determine if the action necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the improvement/maintenance of the RIBOV #620 Watershed Drainage Improvement Petition Project, and

Whereas, a landowner or landowners submitted Exhibit B as evidence in support of the petition, and

Whereas, a landowner or landowners submitted Exhibit(s) C, D and A as evidence in opposition of the petition,

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio accepts for review and consideration Exhibit(s) B as evidence in support of the petition and exhibit(s) C, D, and A evidence in opposition of the petition.

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

RECESS INTO DELIBERATION AT 2:25 PM/RECONVENE AT 2:45PM

RESOLUTION NO. 15-525

IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY STEPHEN L. SHEETS AND OTHERS:

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

Whereas, on September 17, 2014, a Drainage Improvement Petition to The Ribov #620 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, 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; and

Whereas, with Resolution No. 15-282 the Board allowed the Application for Amendment; and

Whereas, the Board on Monday December 15, 2014 and April 13, 2015 conducted a view of the proposed improvements; and

Whereas, the Board on Monday April 13, 2015, conducted a view of the proposed improvements of the allowed Application For Amendment, the East Lateral of Main "A" of the Ribov #620 ditch,; and

Whereas, the Board on Monday March 9, 2015, opened and continued to Thursday April 30, 2015 a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Ribov #620 Watershed Drainage Improvement; and

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

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

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

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

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed Ribov #620 Watershed Drainage Improvement. The Board hereby fixes March 9, 2017 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PROJECT 40311450.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

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

ADMINISTRATOR REPORTS

Tim Hansley
-No reports

COMMISSIONERS' COMMITTEES REPORTS

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Commissioner O'Brien

- There will be an RPC meeting held at 101 N. Sandusky Street tonight at 7:00 PM
- Voting for those who have issues on the ballot Tuesday.

Commissioner Lewis

- No reports

RESOLUTION NO. 15-526

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF
EMPLOYMENT; DISCIPLINE; COMPENSATION OF A PUBLIC EMPLOYEE OR A PUBLIC
OFFICIAL:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 2:47 PM.

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

RESOLUTION NO. 15-527

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 3:41 PM.

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

RESOLUTION NO. 15-528

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director/ Chief of EMS recommends the paid administrative leave for Lieutenant Mark Edison for a period not to exceed May 30, 2015;

Therefore Be it Resolved, the Board of Commissioners approve the paid administrative leave for Lieutenant Mark Edison for a period not to exceed May 30, 2015.

The Interim Director of Emergency Communications recommends the compensation adjustment for Kathleen Parker with 911; effective May 9, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the compensation adjustment for Kathleen Parker with 911; effective May 9, 2015.

The Interim Director of Emergency Communications recommends the compensation adjustment for Aaron Robbins with 911; effective May 9, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the compensation adjustment for Aaron Robbins with 911; effective May 9, 2015.

The Director of Administrative Services recommends the promotion of Cindi Blair to the position of Insurance Risk and Wellness Coordinator with Human Resources; effective May 9, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the promotion of Cindi Blair to the position of Insurance Risk and Wellness Coordinator with Human Resources; effective May 9, 2015.

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

There being no further business, the meeting adjourned.

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Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners