

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 14, 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**

**RESOLUTION NO. 15-579**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 11, 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 May 11, 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            Aye            Mrs. Lewis            Aye            Mr. O'Brien            Aye

**RESOLUTION NO. 15-580**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD MAY 11, 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 a work session on May 11, 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 work session.

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

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

*RESOLUTION NO. 15-581 (vote addressed later in meeting)*

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0513:**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0513, and Purchase Orders as listed below:

| <u>Vendor</u>       | <u>Description</u>              | <u>Account</u> | <u>Amount</u> |
|---------------------|---------------------------------|----------------|---------------|
| <b>PO' Increase</b> |                                 |                |               |
| New Horizons        | Job and Family Job Program      | 23311611-5348  | \$ 10,000.00  |
| Sun Homes           | Job and Family Job Service      | 22311614-5348  | \$ 1,800.00   |
| PNC                 | Job and Family Procurement card | 23311614-5300  | \$ 1,500.00   |

| <u>PR Number</u> | <u>Vendor Name</u>          | <u>Line Description</u>            | <u>Line Account</u> | <u>Amount</u> |
|------------------|-----------------------------|------------------------------------|---------------------|---------------|
| R1503465         | RF VALVES INC               | AIR RELEASE VALVES FOR FORCE MAINS | 66211903- 5260      | \$14,497.50   |
| R1503465         | RF VALVES INC               | AIR RELEASE VALVES FOR FORCE MAINS | 66211904- 5260      | \$14,497.50   |
| R1503472         | DELAWARE AREA CAREER CENTER | ABLE                               | 22411601- 5348      | \$22,596.00   |

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

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**RESOLUTION NO. 15-582**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Chief of Emergency Medical Services is requesting that Lt. J. Kochheiser attend an Ohio Health EMS Conference in Columbus, OH on May 18, 2015 at no cost.

The Director of the Child Support Enforcement Agency is requesting to attend an OCDA General Membership Meeting in Columbus, OH on May 14, 2015 at no cost.

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

**RESOLUTION NO. 15-583**

**IN THE MATTER OF APPROVING AN AGREEMENT TO PARTICIPATE IN THE 2015-16 OHIO DEPARTMENT OF TRANSPORTATION PURCHASE OF SODIUM CHLORIDE (ROCK SALT) FOR THE WINTER SEASON:**

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

**RESOLUTION** as adopted for sodium chloride/rock salt to be procured by the ODOT through a winter use contract (Contract #018-16) that shall commence upon the date of contract award (late June 2015 estimated award date) and extend to the termination date of the contract (May 31, 2016).

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

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

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

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

1. To be bound by the terms and conditions of contracts 018-16 (Winter use);
2. To be responsible for purchasing at minimum 90% of the total tonnage requested for your political subdivision (applies to 018-16 Winter use contract);
3. To be responsible for placing all orders for salt directly with the awarded vendor;
4. To be responsible for prompt payment directly to the vendor for quantities delivered under the contract(s);
5. To be responsible for resolving all disputes arising out of participation in the contract(s) and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract(s) pursuant to Ohio Revised Code Section 5513.01(b);

**MINIMUM TONNAGE REQUEST= 22 Tons (1 Truckload)**

**018-16 Winter Use Contract- 90/110% (Min/Max Tonnage)  
(Nov 1, 2015-May 31, 2016)**

| STOCKPILE LOCATION(S):                     | STOCKPILE CAPACITY: | TONS REQUIRED: (90/110% min/max) |
|--|---------------------|----------------------------------|
| 1020 US Route 42 North, Delaware, OH 43015 | 6,000               | 5,800                            |
| 1454 Rome Corners Rd, Galena, OH 43021     | 2,800               | 2,700                            |
| 7049 Big Walnut Road, Galena, OH 43021     | 500                 | 0                                |

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

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

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

RESOLUTION NO. 15-584

IN THE MATTER OF APPROVING AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO DEPARTMENT OF PUBLIC SAFETY BUREAU OF MOTOR VEHICLES FOR THE FRANK B. WILLIS BUILDING:

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

Whereas, the Facilities Supervisor recommends the following addendum to the lease agreement;

Therefore Be It Resolved, that the Board of Commissioners approve the addendum to lease agreement with The Ohio Department Of Public Safety For the Bureau Of Motor Vehicles For The Frank B. Willis Building.

ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

Delaware County Commissioners

as Lessor, and

Ohio Department of Public Safety  
Bureau of Motor Vehicles

as Lessee, that effective July 1, 2015, a certain lease entered into as of August 1, 2008, covering 1,479 square feet of office space and described as:

Frank B. Willis Building  
2081 U.S. Highway 23 North  
Delaware, OH 43015

be amended as follows:

Article II: Add: The lease will extend for an additional term beginning July 1, 2015 through June 30, 2017.

The annual rental rate will remain at \$16,928.35, or \$1,410.70 per month, during the next renewal period.

All other terms and conditions of the lease will remain the same.

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

RESOLUTION NO. 15-585

IN THE MATTER OF APPROVING AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO DEPARTMENT OF PUBLIC SAFETY OHIO STATE HIGHWAY PATROL FOR THE FRANK B. WILLIS BUILDING:

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

Whereas, the Facilities Supervisor recommends the following addendum to the lease agreement;

Therefore Be It Resolved, that the Board of Commissioners approve the Addendum to lease agreement with The Ohio Department Of Public Safety for the Ohio State Highway Patrol For The Frank B. Willis Building.

ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

Delaware County Commissioners

as Lessor, and

Ohio Department of Public Safety

as Lessee, that effective July 1, 2015, a certain lease entered into as of August 1, 2008, covering 1,387 square feet of office space and described as:

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Frank B. Willis Building  
2081 U.S. Highway 23 North  
Delaware, Ohio 43015

be amended as follows:

Article II: Add: The lease will extend for an additional term beginning July 1, 2015 through June 30, 2017.

The annual rental rate will remain at \$15,875.33, or \$3,968.84 per quarter, during the next renewal period.

Article II: Add: All invoices should be sent to:

Ohio Shared Services  
P.O. Box 182880  
Columbus, OH 43218-2880  
1-877-644-6771  
[Invoices@ohio.gov](mailto:Invoices@ohio.gov)

All other terms and conditions of the lease will remain the same.

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

**RESOLUTION NO. 15-586**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR OLD HARBOR ESTATES, SECTION 1 PHASES A & B:**

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

Whereas, the construction of new sanitary sewers at Old Harbor Estates, Section A & B have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

|  |                             |              |
|--|-----------------------------|--------------|
| <b>Old Harbor Estates, Section A &amp; B</b> | 2857' feet of 8- inch sewer | \$199,749.45 |
|  | 14 ea.- manhole             | \$34,145.00  |

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

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

**RESOLUTION NO. 15-587**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT AGREEMENT FOR HEATHERS AT GOLF VILLAGE SECTION 1:**

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

Whereas, the Director of Environmental Services recommends sanitary sewer improvement agreement for Heathers at Golf Village Section 1;

Therefore be it resolved, that the Board of Commissioners approves the sanitary sewer improvement agreement for Heathers at Golf Village Section 1:

**SANITARY SEWER IMPROVEMENTS AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 14th day of May 2015, by and between **Pulte Homes of Ohio,**

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LLC, 4900 Tuttle Crossing Blvd, Dublin, Ohio 43016 herein after called "DEVELOPER", and the BOARD OF COUNTY COMMISSIONERS (hereinafter called "COUNTY COMMISSIONERS" or "COUNTY") of Delaware County, Ohio, as evidenced by the **Heathers at Golf Village Section 1** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio. This AGREEMENT is governed by the following considerations and conditions, to wit:

There are 32 single family residential equivalent connections approved with this AGREEMENT for Heathers at Golf Village Section 1. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said 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 **Heathers at Golf Village Section 1**, (a component of the plans titled "The Heathers of Golf Village Section 1 and 2") all of which are a part of this AGREEMENT. The DEVELOPER shall pay the entire cost and expense of said improvements.

The sanitary sewer improvements for Heathers at Golf Village Section 2 are not approved with this AGREEMENT, and permission to construct the sanitary sewer improvements for the Heathers at Golf Village Section 2 is not granted with this AGREEMENT. At a future time, following approval of sanitary sewer improvements for Heathers at Golf Village Section 2 by the Delaware County Sanitary Engineer, Delaware County Engineer, and Delaware County Board of Commissioners, and via a separate AGREEMENT, said DEVELOPER may 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 **Heathers at Golf Village Section 2**. 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 (**\$113,518.56**) 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 Section 1 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 (**\$219,330.52**) 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 1 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 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.

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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 **Heathers at Golf Village Section 1 (\$11,649.72)**. The DEVELOPER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **(\$28,350.00)** estimated to be necessary to pay the cost of inspection for **Heathers at Golf Village Section 1** 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 \$1,200.00 or less, as a result of charges against the same at the rate of:

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

for time spent by said SANITARY ENGINEER, his or her staff or agents, the DEVELOPER shall make an additional deposit of \$1,200.00 to said fund, unless a smaller deposit is acceptable to the DELAWARE COUNTY SANITARY ENGINEER.

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.

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 fees, surcharges, and tap inspection fees shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

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

**RESOLUTION NO. 15-588**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT AGREEMENT FOR SLATE RIDGE COMMERCIAL SOUTH:**

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

Whereas, the Director of Environmental Services recommends sanitary sewer improvement agreement Slate Ridge Commercial South;

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer improvement agreement for Slate Ridge Commercial South:

**SANITARY SEWER IMPROVEMENTS AGREEMENT**

THIS AGREEMENT executed on this 14th day of May 2015, by and between **Kerbler Farms, LLC**, 6491 Proprietors Road, Worthington, OH 43085, herein after called "DEVELOPER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **Slate Ridge Commercial South** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **30.95** 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 titled as **Slate Ridge Commercial South Sanitary Sewer Improvements Plans**, all of which are a part of this AGREEMENT. The DEVELOPER shall pay the entire cost and expense of said improvements.

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DEVELOPER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$31,525.72**) 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.

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

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 within 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.

**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 construction cost of the IMPROVEMENTS for plan review of **Slate Ridge Commercial South (\$1,103.40)**. The DEVELOPER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$2675.00** estimated to be necessary to pay the cost of inspection for **Slate Ridge Commercial South** 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 \$300.00 or less, as a result of charges against the same at the rate of:

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

for time spent by said SANITARY ENGINEER or his or her staff, the DEVELOPER shall make an additional deposit of \$300.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the 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. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans



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unless otherwise permitted by the SANITARY ENGINEER.

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.

After said acceptance, the capacity charge **and any surcharges** 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 any other governing authorities requiring as-builts. (i.e. 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            Mr. Merrell            Aye            Mr. O'Brien            Aye            Mrs. Lewis            Aye

**RESOLUTION NO. 15-589**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR TRAIL'S END SECTION 2 PHASE B:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve 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 Trail's End Section 2 Phase B;

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**SUBDIVIDER'S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 14th day of May 2015, by and between **EDWARDS LAND COMPANY** (hereinafter called "SUBDIVIDER"), and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio (hereinafter called "COUNTY COMMISSIONERS" or "COUNTY"), as evidenced by the **Trail's End Section 2, Phase B** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **16.0** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Trail's End Section 2, Phase B**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$76,696.25**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 1 for this project.

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

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

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

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

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT. 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 SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review of **Trail's End Section 2, Phase B (\$2,684.37)**. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$6,525.00** estimated to be necessary to pay the cost of inspection for **Trail's End Section 2** by the

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DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

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

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

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

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

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

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

1. "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format. SUBDIVIDER agrees to provide one complete set of as built drawings for Trail's End Section 2, Phase A & B before final acceptance.
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 SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
5. documentation showing the required sanitary sewer easements. SUBDIVIDER will provide sanitary easements for County review and recording for any sanitary easements not recorded from Trail's End Section 1 or Trail's End Section 2A. SUBDIVIDER agrees to provide a minimum 20' sanitary easement and 30' temporary construction easement from manhole 1 in Trail's End Section 1 through Reserve N to the south side of Home Road for future expansion of the sanitary sewer. Minor

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adjustments to the construction easement width may be approved by the Delaware County Sanitary Engineer.

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

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

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

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

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

**RESOLUTION NO. 15-590**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS:**

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

**Transfer of Funds**

| <b>From</b>                                 | <b>To</b>  |              |
|---|--|--------------|
| 66711901-5401                               | 66711901-5301                                      | \$200,000.00 |
| Construction Fund/Building and Improvements | Construction Fund/Contracted Professional Services |              |

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

**RESOLUTION NO. 15-591**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Manager of Maintenance recommends the hiring of Kimberly Taylor as a custodian; effective May 18, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Kimberly Taylor as a custodian; effective May 18, 2015.

The Chief of Emergency Medical Services recommends the hiring of Dustin Schaaf as a Part-Time paramedic with EMS; effective May 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Dustin Schaaf as a Part-Time paramedic with EMS; effective May 27, 2015.

The Chief of Emergency Medical Services recommends the hiring of Jon Young as a Part-Time paramedic with EMS; effective May 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Jon Young as a Part-Time paramedic with EMS; effective May 27, 2015.

The Chief of Emergency Medical Services recommends the hiring of Micah Klugman as a Part-Time paramedic with EMS; effective May 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Micah Klugman as a Part-Time paramedic with EMS; effective May 27, 2015.

The Chief of Emergency Medical Services recommends the hiring of Bryan Gress as a Part-Time paramedic with EMS; effective May 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Bryan Gress as a Part-Time

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paramedic with EMS; effective May 27, 2015.

The Chief of Emergency Medical Services recommends the hiring of Corey Gerdeman as a Part-Time paramedic with EMS; effective May 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Corey Gerdeman as a Part-Time paramedic with EMS; effective May 27, 2015.

The Chief of Emergency Medical Services recommends the hiring of Hilary Days as a Part-Time paramedic with EMS; effective May 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Hilary Days as a Part-Time paramedic with EMS; effective May 27, 2015.

The Chief of Emergency Medical Services recommends the hiring of Brandon Harm as a Part-Time paramedic with EMS; effective May 27, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Brandon Harm as a Part-Time paramedic with EMS; effective May 27, 2015.

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

**RESOLUTION NO. 15-592**

**IN THE MATTER OF APPROVING A NEW ORGANIZATION KEY AND SUPPLEMENTAL APPROPRIATIONS:**

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

**New Organization Key**

27826327    Juvenile Court Casa Program

**Supplemental Appropriations**

10062601-5348    Veteran Services/Client Services    6,000.00

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

**ADMINISTRATOR REPORTS**

**Tim Hansley**

**-The matter of drafting a letter concerning the septic system changes at the state level**

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Lewis**

**-No reports**

**Commissioner O'Brien**

**-Attended the DKMM meeting, along with Commissioner Lewis on Tuesday at our building. The new director is doing a great job; is prepared and answers questions asked of her**

**Commissioner Merrell**

**-Met with the new Superintendent of Big Walnut Schools. Brought up the concern of DKMM in finding more spaces within the school district for recycling receptacles. They are looking into options**

**RESOLUTION NO. 15-593**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 10:36 AM.

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

**RESOLUTION NO. 15-593**

**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 11:23 AM.

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

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RESOLUTION NO. 15-581

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0513:

It was moved by Mr. O’Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0513, and Purchase Orders as listed below:

| <u>Vendor</u>       | <u>Description</u>              | <u>Account</u> | <u>Amount</u> |
|---------------------|---------------------------------|----------------|---------------|
| <b>PO' Increase</b> |                                 |                |               |
| New Horizons        | Job and Family Job Program      | 23311611-5348  | \$ 10,000.00  |
| Sun Homes           | Job and Family Job Service      | 22311614-5348  | \$ 1,800.00   |
| PNC                 | Job and Family Procurement card | 23311614-5300  | \$ 1,500.00   |

| <b>PR Number</b> | <b>Vendor Name</b>          | <b>Line Description</b>            | <b>Line Account</b> | <b>Amount</b> |
|------------------|-----------------------------|------------------------------------|---------------------|---------------|
| R1503465         | RF VALVES INC               | AIR RELEASE VALVES FOR FORCE MAINS | 66211903-5260       | \$14,497.50   |
| R1503465         | RF VALVES INC               | AIR RELEASE VALVES FOR FORCE MAINS | 66211904-5260       | \$14,497.50   |
| R1503472         | DELAWARE AREA CAREER CENTER | ABLE                               | 22411601-5348       | \$22,596.00   |

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

RESOLUTION NO. 15-594

IN THE MATTER OF RESCINDING RESOLUTION NUMBER 15-590 (APPROVING A TRANSFER OF APPROPRIATIONS) AND APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation

10011102-5301    Commissioners General/Professional Services    \$170,000.00

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners