

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 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

RESOLUTION NO. 15-900

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

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 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 Aye Mrs. Lewis Aye -

**MOMENT OF SILENCE,
IN MEMORY OF ERNEST "BUTCH" BOGAN, MAINTENANCE DEPARTMENT**

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-901

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0729, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0729:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0729, memo transfers in batch numbers MTAPR0729 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Various Care Providers	Job and Family Services	22511607-5348	\$10,000.00

<u>PR</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1504306	BUCKEYE POWER SALES CO INC	GENERATOR - TARTAN	66611906-5450	\$46,123.00
R1504308	HUMAN RESOURCES	UNEMPLOYMENT CHARGES	22411605-5370	\$5,825.00
R1504334	PREMIER HEALTH CARE SERVICES INC	ANNUAL MEDICAL DIRECTOR FEE	10011303-5301	\$10,000.00

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-902

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Chief of Emergency Medical Services is requesting that Captain Farmer, Assistant Chief Burgess, Lieutenant Roderick, Lieutenant Keating, Lieutenant James, P. Halpin and J. Bliantz attend an ASLS Instructor Update class in Columbus, Ohio on September 4, 2015 at no cost.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

PRESENTATION

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015**

MID-OHIO REGIONAL PLANNING COMMISSION

**William Murdock, Executive Director
Nancy Reger, Director of Data and Mapping
Eileen Leuby, Membership Coordinator**

RESOLUTION NO. 15-903

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE AREA
CAREER CENTER AND THE DELAWARE COUNTY SHERIFF'S OFFICE TO IMPLEMENT THE
ADULT EDUCATION OHIO BASIC PEACE OFFICER TRAINING PROGRAM:**

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the contract with The Delaware Area Career Center to implement The Adult Education Ohio Basic Peace Officer Training Program;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the agreement with The Delaware Area Career Center to implement The Adult Education Ohio Basic Peace Officer Training Program.

**AGREEMENT BETWEEN THE DELAWARE AREA CAREER CENTER AND THE
DELAWARE COUNTY SHERIFF'S OFFICE TO IMPLEMENT THE ADULT EDUCATION
OHIO BASIC PEACE OFFICER TRAINING PROGRAM**

LAW ENFORCEMENT TRAINING AND DEVELOPMENT DIVISION

The Delaware County Sheriff's Office (the "Sheriff's Office") and the Delaware Area Career Center (the "Career Center") have partnered to plan, implement, and evaluate the law enforcement training program for the Adult Education Law Enforcement Program (the "Program") at the Career Center.

The Program will be directed by the Sheriff's Office's Commander of Law Enforcement Training and Development (the "Commander"). The Commander will conduct all aspects of the Program in accordance with the Ohio Administrative Code and the OPOTC 's School Commander Manual for Peace Officer Basic Training.

FORMAL COMMISSION APPROVAL OF THE COMMANDER

The Commander shall submit an application to the OPOTC for approval prior to implementation of the Program. The Superintendent of the Career Center (the "Superintendent") shall participate in all interviews with the Sheriff's Office, and the Sheriff and Superintendent shall agree upon the selection of the Commander. The Superintendent shall prepare a letter in support of the Commander to accompany the application.

REQUIRED TRAINING

The Commander shall complete all training, orientation programs, and conferences and complete all related paperwork required by the OPOTC for certification. No action in furtherance of this Agreement shall be taken until the Commander has received final approval and certification from the OPTOC.

The Commander shall attend the next School Commander's Conference and shall complete all continuing training that is required by the OPOTC in order to maintain his certification. The Commander shall not miss two (2) consecutive School Commander's Conferences.

OFFICER ASSIGNMENT AND SUPERVISION

The Commander will report directly to the Delaware County Sheriff (the "Sheriff"). The Commander will collaborate with the Adult Operations Director and Superintendent at the Career Center to develop and promote the Program.

COMMANDER UNIFORM

The Commander will wear a uniform which designates his position with the Sheriff's Office.

OPERATING PROCEDURES

The Commander will be guided by the procedures contained in this Agreement, as well as relevant provisions of the Ohio Administrative Code and the OPOTC 's School Commander Manual for Peace Officer Basic Training. These procedures have been drafted in a cooperative effort between the Career Center and the Sheriff's Office.

DUTIES OF THE COMMANDER

The primary function of the Commander will be to plan, implement and evaluate the Program. The Commander

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015**

will collaborate with the Adult Operations Director and the Superintendent to promote the law enforcement training program. Duties are listed in detail in the Sheriff's Office Job Description for the Commander, Law Enforcement Training and Development. A copy of the agreed upon job description is attached hereto as Exhibit A.

SHARING OF INFORMATION

Communication and information sharing is essential to the success of the Program. All information sharing between the Sheriff's Office, the Career Center, and the Commander shall be in accordance with the relevant provisions of the Ohio Revised Code, including the Ohio Public Records Act, the Ohio Administrative Code, the OPOTC School Commander Manual for Peace Officer Basic Training and all other rules and regulations promulgated by the OPOTC, rules and regulations promulgated by the Ohio Department of Education, including those that govern adult education programs, and the policies and procedures of the Sheriff's Office and the Career Center.

The Parties mutually agree not to assert claims that would prevent the other from responding to a lawful public records request from the public.

ROLE IN ADMINISTRATIVE HIERARCHY

The Commander will be accountable to the Sheriff. However, while at the school, the Commander will be bound by the policies, procedures, and rules of the Career Center, to the extent those do not interfere with the policies, procedures, and rules of the Sheriff's Office. In the event of a conflict of those rules, the Parties agree that the rules established by the Sheriff's Office shall prevail. The Career Center reserves the right to recommend that the Commander be disciplined for misconduct, and request removal of the Commander from the Program.

ROLE AS AN EDUCATOR

The Commander will plan, implement and evaluate the Program. The Commander will collaborate with the Adult Operations Director and the Superintendent to promote the Program. The Commander will facilitate Advisory committee meetings at the Career Center. The Commander will collaborate across multiple jurisdictions regarding law enforcement training needs and programs. The Commander will maintain program records for the Career Center in accordance with OPOTC requirements (e.g., registration forms, class rosters, evaluation forms, certificates, student database forms, etc.) Statistical information required by the Ohio Department of Education will be tracked. The Commander will recommend part-time Career Center instructors for employment and assure they are properly certified by both the Ohio Department of Education and the OPOTC and will evaluate their performance.

COMMANDER DAILY SCHEDULE

The position of Commander, Law Enforcement Training and Development is an unclassified position. The Commander will normally work an eight (8) hour work day, Monday through Friday, with flexibility as needed.

OFFICE AREA

The Career Center will provide office space for the Commander, including a desk, chairs, file cabinet, computer, and separate phone line.

LEAVES AND ABSENCES

Time off must be approved by both the School Administrator and the Sheriff. Sick leave will be handled as directed by the Sheriff's Standard Operation of Procedures. In addition, the Adult Operations Director of the Delaware Area Career Center will be notified of sick leave. The Commander may not permit any other person to function as the Commander. If the Commander will be absent for an extended period of time (e.g. vacation, illness, etc.), another OPOTC certified Commander must be designated in writing. The written designation must be submitted to the appropriate OPOTC Field Agent and forwarded to the OPOTC.

CIVIL RIGHTS

The Parties agree that as a condition of this Agreement, there shall be no discrimination against any student, client, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that Parties will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

The Parties agree as a condition of this Agreement to make all Services provided pursuant to this Agreement

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015**

accessible to the disabled/handicapped. The Parties further agree as a condition of this Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

INDEPENDENT PARTIES

At all times under this Agreement the Parties shall be considered independent entities. Nothing contained herein, nor any course of action or failure to act shall be construed to create a partnership, joint venture, common business association, or any other similar entity; nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the PARTIES. Employees of the Parties shall remain employees of their respective employers. The Career Center and/or its board members, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board of County Commissioners of Delaware County, Ohio, the Sheriff's Office, and Delaware County. Likewise, the Sheriff's Office and/or its officers, officials, employees, representatives, agents, volunteers, and/or servants are not entitled to any of the benefits enjoyed by employees of the Career Center or the Program.

RESPONSIBILITY

The Parties, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services of programs under and/or pursuant to this Agreement. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Agreement.

TERM

The term of this Agreement shall become effective on and be inclusive of the date the last party signs this Agreement and continue through June 30, 2018, unless otherwise terminated as provided in this Agreement.

TERMINATION

A. Termination for the Convenience

The parties may terminate this Agreement at any time and for any reason by giving at least ninety (90) days advance notice, in writing, to the other Parties. The Sheriff shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Termination for Material Breach

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies.

DRUG-FREE WORKPLACE

The Parties agree to comply and certify compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place, a drug-free workplace policy. The Parties shall make a good faith effort to ensure that all of their and any of their providers, officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

FINDINGS FOR RECOVERY

The Career Center certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

FINANCIALS

SALARY AND BENEFITS Year One of Agreement

SALARY

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

Rate	Hours	Salary Total:
\$36.54	2080	\$76,003.20

BENEFITS

Insurance	OPERS	Workers' comp	Medicare	Benefits Total:
\$17,982.00	\$13,756.58	\$760.03	\$1,102.05	\$33,600.66

GRAND TOTAL \$109,603.86

Total to be paid by the Delaware County Sheriff's Office: \$55,603.86

Total to be paid by the Delaware Area Career Center: \$54,000.00

- The above figures are based on family plan health insurance, and current Workers' Comp and OPERS rates. The figures will be adjusted yearly based on rates provided for cost of living pay adjustments, health insurance, workers' comp and OPERS.

The Delaware Area Career Center/Adult Education Law Enforcement Program agrees to pay the Delaware County Sheriff's Office \$54,000 of the salary and benefits for the first year of the agreement. For years two (2) and three (3) of this agreement, the contribution from the DACC will be half of the total percentage increase issued by the Delaware County Sheriff's Office, not to exceed 3%.

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

Delaware Area Career Center:

Mary Beth Freeman Superintendent
Delaware Area Career Center
4565 Columbus Pike
Delaware, OH 43015

Delaware County Sheriff's Office:

Russell L. Martin
Delaware County Sheriff
Delaware County Sheriff's Office
149 North Sandusky Street,
2nd Floor Delaware, OH 43015

THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of the Delaware County Sheriff's Office and the Delaware Area Career Center. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

SEVERABILITY

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be compiled with.

SUCCESSORS AND ASSIGNS

The Parties bind themselves, their successors, assigns and legal representatives, to the other Parties to this

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

Agreement and to the successors, assigns, and legal representatives of the other Parties with respect to all terms of this Agreement. The Parties shall not assign or transfer any right or responsibility under this Agreement without the prior written consent of the other Parties.

ENTIRE AGREEMENT

This Agreement, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-904

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

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

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

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

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

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

1. Purpose

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

2. Scope of Work

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

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015**

3. Duration, Termination and Renewal

- 3.1 This agreement will commence on the date it has been signed by both parties and will expire on June 30, 2016. ODOT and the SHERIFF may renew or modify this agreement for subsequent two year intervals which will expire at the completion of each budget biennium period.
- 3.2 ODOT or the SHERIFF may suspend or terminate this agreement, upon thirty (30) days written notice, for any reason, including, but not limited to, violation of any of the requirements of this agreement, failure of work crews to perform duties in a satisfactory manner, or upon ODOT's determination that insufficient funds have been appropriated by the Ohio General Assembly to ODOT for the continued purpose expressed in this agreement.

4. ODOT's Responsibilities

- 4.1 The District office shall appoint a contact person to work with the SHERIFF contact person.
- 4.2 The District shall provide initial safety training for SHERIFF personnel who will train and supervise the work crews selected to perform roadside litter pick up tasks. This training will address roadside hazards and topics related to this specific work.
- 4.3 ODOT will provide safety vests to the SHERIFF for use by the work crews.
- 4.4 Traffic control shall conform to Figure 6H-1 in the Ohio Manual of Uniform Traffic Control Devices. Traffic control signs shall be furnished by ODOT and placed by the SHERIFF. Depending on the work being performed, ODOT county personnel will be made available to perform traffic control, provide guidance or address other concerns as necessary to complete work in a timely manner with minimal interruption to traffic.
- 4.5 ODOT will provide trash bags. ODOT shall pick up and dispose of filled trash bags.
- 4.6 ODOT will not be responsible for providing any type of food, beverages, gloves or pickup tongs to work crews. ODOT will not be responsible for supervision or transportation of work crews.
- 4.7 Upon submission of a proper invoice, ODOT shall pay to the SHERIFF a maximum of \$49.52 per hour for the services of a Deputy Sheriff. This payment shall not exceed \$50,000.00 per fiscal year. ODOT shall make prompt payment of any properly prepared invoice submitted by the SHERIFF. Payment shall be made within sixty (60) calendar days upon receipt of a properly prepared invoice. The adequacy and sufficiency of all invoices shall be determined solely by ODOT. If ODOT determines that further documentation is required, the burden of proving the required information or documentation is on the SHERIFF. ODOT shall notify the SHERIFF in writing of the need for further documentation or clarification. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

5. County Sheriff's Department Responsibilities

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

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015**

- 5.6 The SHERIFF or his crew will separate litter into garbage and recyclables, where ever possible. Bagged litter and recycling will be picked up and disposed of by the applicable jurisdiction.
- 5.7 The WORK AHEAD sign shall not be located less than 500 feet in advance of the work operation, but the distance between the sign and the work operation shall not exceed 2 miles.
- 5.8 The SHERIFF will complete a daily log for all work crews assigned to collect litter. The daily log will be provided to ODOT at the end of each month, identifying the:
- a)roadways, ramps, etc. that have been cleaned;
 - b)number of bags of garbage collected;
 - c)number of inmate workers utilized on that date; and
 - d)time in and out of the community affected.
- 6. Status of Workers**
- 6.1 ODOT and the SHERIFF agree that work crews furnished pursuant to this agreement shall not be considered employees of ODOT, the state of Ohio or the SHERIFF. ODOT shall not be responsible for providing workers' compensation coverage or any other insurance or benefits to or for community service crews working pursuant to this agreement. Provision for health care of inmates is the sole responsibility of the SHERIFF, whether it is necessitated by occurrences on the job pursuant to this Agreement.
- 6.2 The SHERIFF agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. SHERIFF supervisors and, if applicable, work crews shall be covered by the SHERIFF Workers' Compensation and shall not be considered employees of ODOT. The SHERIFF accepts full responsibility for payment of all taxes including without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the SHERIFF in the performance of the work authorized by this contract. ODOT shall not be liable for any taxes under this Agreement.
- 7. General Provisions**
- 7.1 This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings between the parties are hereby superseded by this Agreement. Any change to the provisions of this Agreement must be made by written amendment executed by all parties.
- 7.2 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time that the ODOT gives the SHERIFF written notice that such funds have been made available to the ODOT, by the ODOT's funding source. If, at any time sufficient funds are not appropriated to continue funding the payments due under this Agreement, or any renewal thereof, this Agreement, or any renewal thereof, will terminate on the date the available appropriation expires without any further obligation by ODOT.
- 7.3 Neither this contract nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any changes or modifications to this contract shall be made in a written amendment executed by the SHERIFF and ODOT.
- 7.4 This agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 7.5 The SHERIFF agrees to comply with all applicable state and federal laws regarding drug-free workplace. The SHERIFF shall make a good faith effort to ensure that all employees and/or inmates, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 7.6 Each party herein waives, but only as against the other, any and all damages or the right to claim damage to any of its property growing out of or in any way connected with the work contemplated herein.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

7.7 The SHERIFF certifies it has reviewed and understands the Ohio Ethics and conflict of interest laws as provided for in the Ohio Revised Code. Failure to comply with the Ohio ethics and conflict of interest laws is grounds for termination of this Agreement.

8. Signatures

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

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION 15-905

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE SUBDIVIDER’S AGREEMENT FOR NORTH FARMS SECTION 6 & 11 BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND M/I HOMES OF CENTRAL OHIO:

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

Whereas, the Board of Commissioners entered into a Subdivider’s Agreement M/I Homes of Central Ohio on June 15, 2015 by Resolution No. 15-721; and

Whereas, M/I Homes of Central Ohio now wishes to utilize Option 1 in Section III: Financial Warranty; and

Whereas, the Director of Environmental Services recommends amending the original Agreement to also include the following paragraph under Section VII: Completion of Construction: “The Subdivider acknowledges that the proposed sanitary sewer improvements for North Farms Section 6 & 11 will connect to downstream sewer from the North Farms Section 1 development to the south. The downstream sewers to be constructed from the North Farms Section 1 have not been fully tested, nor accepted by the County, as of the date of this agreement. The Subdivider acknowledges and agrees that North Farms Section 1 Sanitary Sewer Improvements must be completed, and accepted by the County, prior to the County’s acceptance of any of the North Farms Section 6 & 11 sanitary sewer improvements. The Subdivider agrees that any construction of the sanitary sewer improvements for North Farms Section 6 & 11 performed by the Subdivider prior to the County’s acceptance of the North Farms Section 1 sanitary sewer improvements shall be at the Subdivider’s own risk.”; and

Whereas, all other terms and conditions of the original Agreement not specifically amended herein shall remain in full force and effect.

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Amendment No. 1 to the Subdivider’s Agreement for North Farms Section 6 & 11.

AMENDMENT NO. 1 TO SUBDIVIDER'S AGREEMENT
NORTH FARMS SECTION 6 & 11
DELAWARE COUNTY SANITARY ENGINEER

THIS AMENDMENT NO. 1 to the original Subdivider’s Agreement approved by Resolution 15-721 is made and entered into this 30th day of July, 2015, by and between M/I Homes of Central Ohio (“Subdivider”) and the Board of County Commissioners of Delaware County, Ohio (“County”).

RECITALS

WHEREAS, the Subdivider now wishes to utilize Option 1 in Section III: Financial Warranties, and

WHEREAS, the Director of Environmental Services recommends amending the original Agreement to also include the following paragraph under Section VII: Completion of Construction: “The Subdivider acknowledges that the proposed sanitary sewer improvements for North Farms Section 6 & 11 will connect to downstream sewer from the North Farms Section 1 development to the south. The downstream sewers to be constructed from North Farms Section 1 have not been fully tested, nor accepted by the County, as of the date of this agreement. The Subdivider acknowledges and agrees that North Farms Section 1 Sanitary Sewer Improvements must be completed and accepted by the County prior to the County’s acceptance of any of the North Farms Section 6 & 11 sanitary sewer improvements. The Subdivider agrees that any construction of the sanitary sewer improvements for North Farms Section 6 & 11 performed by the Subdivider prior to the County’s acceptance of the North Farms Section 1 sanitary sewer improvements shall be at the Subdivider’s own risk.”, and

WHEREAS, all other terms and conditions of the original Agreement not specifically amended herein shall remain in full force and effect.

NOW, THEREFORE, in light of the Recitals set forth herein, which are deemed to be an integral part of

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

this Amendment, the Subdivider and the County mutually agree to the following revisions to the original Agreement as presented in the underlined italic text below:

SECTION I: INTRODUCTION

This Agreement is entered into on this 5th day of February 2015, by and between **M/I Homes of Central Ohio, 3 Easton Oval, Columbus, OH 43219**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **North Farms Section 6 & 11** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for the Sanitary Plan for **North Farms – Section 6 & 11**, dated **April 29, 2015**, and approved by the County on **May 28, 2015**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **40** 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.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$192,025.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the 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 Delaware County Sanitary Engineer.

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

Initials _____

Date _____

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 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 Improvements for the **Sanitary Plan for North Farms - Section 6 & 11**.

SECTION IV: FEES

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 the Sanitary Plan for **North Farms – Section 6 & 11 (\$6720.88)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$16,350.00** estimated to be necessary to pay the cost of inspection for **North Farms – Section 6 & 11** 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 Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$1,200.00 or less, as a result of charges against the fund at the rate of:

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

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$1,200.00 to the fund. Upon completion of all Improvements provided herein and

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015**

acceptance of Improvements 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.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **North Farms – Section 6 & 11** as required by the County.

SECTION V: CONSTRUCTION

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 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 Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

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.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements 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 Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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 to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the 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.

SECTION VI: EASEMENTS

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 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 subject to approval 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, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The Subdivider acknowledges that the proposed sanitary sewer improvements for North Farms Section 6 & 11 will connect to downstream sewer from the North Farms Section 1 development to the south. The downstream sewers to be constructed from North Farms Section 1 have not been fully tested, nor accepted by the County, as of the date of this agreement. The Subdivider acknowledges and agrees that North Farms Section 1 Sanitary Sewer Improvements must be completed and accepted by the County prior to the County's acceptance of any of the North Farms Section 6 & 11 sanitary sewer improvements. The Subdivider agrees that any construction of the sanitary sewer improvements for North Farms Section 6 & 11 performed by the Subdivider prior to the County's acceptance of the North Farms Section 1 sanitary sewer improvements shall be at the Subdivider's own risk.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

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 Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the 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 and/or the City of Powell. 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 the 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 the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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.

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.

After the acceptance of the Improvements, 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.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant 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 Mrs. Lewis Aye -

RESOLUTION NO. 15-906

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of the Child Support Enforcement Agency recommends hiring Jason Porter as a Case Manager with CSEA; effective August 17, 2015;

Therefore Be it Resolved, the Board of Commissioners approve hiring Jason Porter as a Case Manager with CSEA; effective August 17, 2015.

The Director of the Child Support Enforcement Agency recommends hiring Teresa Klabus as an Administrative Assistant with CSEA, effective August 10, 2015;

Therefore Be it Resolved, the Board of Commissioners approve hiring Teresa Klabus as an Administrative Assistant with CSEA, effective August 10, 2015.

The Director of the Child Support Enforcement Agency recommends hiring Melinda Kunce as an Administrative Assistant with CSEA; effective August 3, 2015;

Therefore Be it Resolved, the Board of Commissioners approve hiring Melinda Kunce as an Administrative Assistant with CSEA; effective August 3, 2015.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-907

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriations

50411121-5375	BR RD IMP US23 Lewis Center Rd/Election & Settlement Services	520.00
50611123-5375	BR Ditch Improvement Smith/ Election & Settlement Services	5.00
50911126-5375	BR Olentangy Crossings TIF/ Election & Settlement Services	2,100.00
52411143-5375	BR DI Roof/ Election & Settlement Services	5.00
Vote on Motion	- Mr. Merrell Aye Mrs. Lewis Aye	

RESOLUTION NO. 15-908

IN THE MATTER OF ADOPTING CHANGES TO THE DELAWARE COUNTY RESIDENTIAL AND COMMERCIAL PLAN EXAMINATION, PERMIT AND INSPECTION FEE SCHEDULES:

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

WHEREAS, the Delaware County Residential and Commercial Plan Examination, Permit and Inspection Fee Schedules were most recently amended in April, 2005; and

WHEREAS, by virtue of Ohio Revised Code section 307.37, the Board of County Commissioners is authorized and empowered to adopt regulations pertaining to the erection, construction, repair, alteration and maintenance of all buildings within the unincorporated portion of the County and any other jurisdiction under contract with the County and is certified, pursuant to Ohio Revised Code section 3781.10, to exercise enforcement authority over certain State of Ohio regulations adopted pursuant to Chapter 3781 of the Revised Code; and

WHEREAS, the administration of The Building Code of Delaware County results in expenses to the County; and

WHEREAS, by virtue of Ohio Revised Code section 3781.102(E), the Board of County Commissioners is authorized and empowered to adopt fees; and

WHEREAS, by virtue of Ohio Revised Code section 315.14, the Delaware County Engineer performs certain inspections related to drainage protection reviews and drainage, erosion, and sediment control permits, for which fees have been established;

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

1. That the following fee schedules be adopted and become effective October 1, 2015 and January 1, 2017:

COMMERCIAL FEE SCHEDULE

7/30/2015

		Commercial Building		
		Current Rate	<i>October 1, 2015 Rate</i>	<i>January 1, 2017 Rate</i>
1	New Building (includes basement & garage)	\$75 + \$6/100 sq. ft.	<i>\$125 + \$6/100 sq. ft.</i>	<i>\$150 + \$7/100 sq. ft.</i>
2	Addition (includes basement)	\$100 + \$5/100 sq. ft.	<i>\$100 + \$6/100 sq. ft.</i>	<i>\$125 + \$6/100 sq. ft.</i>
3	Alteration (includes basement)	\$100 + \$4/100 sq. ft.	<i>\$100 + \$6/100 sq. ft.</i>	<i>\$125 + \$6/100 sq. ft.</i>
4	Accessory Building	\$75 + \$5/100 sq. ft.	<i>\$150 + \$4/100 sq.</i>	<i>\$150 + \$4/100 sq.</i>

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

		ft.	ft.
	—(greater than 120 sq. ft.)		
5	Shell Only Building	\$75 + \$4/100 sq. ft.	\$75 + \$4/100 sq. ft.
6	Industrialized Units	\$75 + \$5/100 sq. ft.	\$75 + \$5/100 sq. ft.
7	Sign	\$100 (+elec permit if applicable)	\$150 (+ elec. permit if applicable)
8	Communication Tower	\$150	\$150
9	Swimming Pool Fence	No Fee	\$75
Commercial Electrical			
		<u>Current Rate</u>	<u>October 1, 2015 Rate</u>
		<u>Rate</u>	<u>January 1, 2017 Rate</u>
10	New Installation	\$50 + \$6/100 sq. ft.	\$50 + \$6/100 sq. ft.
11	Addition (includes basement)	\$75 + \$5/100 sq. ft.	\$75 + \$6/100 sq. ft.
12	Alteration (includes basement)	\$75 + \$5/100 sq. ft.	\$75 + \$6/100 sq. ft.
13	Accessory Building —(greater than 150 sq. ft.)	\$75 + \$3/100 sq. ft.	\$75 + \$4/100 sq. ft.
14	Fire Alarm System	\$50 + \$3/100 sq. ft.	\$75 + \$5/100 sq. ft.*
15	Fire Pump	No Fee	\$150
16	Shell Only Building	\$50 + \$3/100 sq. ft.	\$75 + \$4/100 sq. ft.
17	Permanent Service (400 amp. max.)	\$60	\$75
18	Permanent Service (> 400 amp.)	\$75	\$75
19	Permanent Service (600 amp & >)	\$85	\$75
20	Permanent Service Upgrade (<or = 225 amp)	\$60	\$75
21	Permanent Service Upgrade (>		\$75

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015**

	225 amp - 400 amp)	\$60		
22	Permanent Service Upgrade (> 400 amp - 600 amp)	\$75	\$75	\$75
23	Permanent Service Upgrade (> 600 amp)	\$85	\$75	\$75
24	Electrical Service Panel/Meter Replace.	No Fee	\$75	\$75
25	Temporary Service	\$60	\$75	\$75
26	Low Voltage Electric	\$50 + \$2/100 sq. ft.	\$50 + \$2/100 sq. ft.	\$50 + \$2/100 sq. ft.
27	Electrical Sub Panel - replacement	No Fee	\$75	\$75
28	Electrical Baseboard Heat (new)	\$5/unit	\$5/unit	\$5/unit
29	Electric Baseboard Heat (alteration)	\$75 + \$5/unit	\$75 + \$5/unit	\$75 + \$5/unit
30	Wall heating-cooling unit (alteration)	\$75 + \$15/unit	\$75 + \$15/unit	\$75 + \$15/unit
31	Sign	\$100	\$150	\$150
32	Communication Tower	\$150	\$150	\$150
33	Furnace Replacement/Addition	\$75	\$75/unit	\$75/unit
34	Water Heater Replacement/Addition	\$75	\$75/unit	\$75/unit
35	A/C Replacement/Addition	\$75	\$75/unit	\$75/unit
36	Heat Pump Replacement/Addition	\$75	\$75/unit	\$75/unit
37	Floor Heat (Alteration)	\$75	\$75	\$75
38	Generator (permanent)	\$50	\$100/unit	\$100/unit
39	Generator (portable)	\$50	\$75/unit	\$75/unit
40	Pole Lights	No Fee	\$125 + \$25/pole	\$125 + \$25/pole
41	Exterior Lights &/or Receptacles	No Fee	\$75/trip	\$75/trip
42	Solar Power Equip. (Addition/Alteration) Fee	No	\$100/system	\$100/system
43	Wind Power Equip. (Addition/Alteration)	No	\$100/system	\$100/system

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

Fee				
44	Exterior Wood Burner	No Fee	<i>\$100/unit</i>	<i>\$100/unit</i>
45	Bath Fan (Addition/Alteration)	No Fee	<i>\$75/unit</i>	<i>\$75/unit</i>
46	Whole Building Fan (Addition/Alteration) No	Fee	<i>\$75/unit</i>	<i>\$75/unit</i>
47	Radon Fan (Addition/Alteration)	No Fee	<i>\$75/unit</i>	<i>\$75/unit</i>
48	Water Well (Addition/Alteration)	No Fee	<i>\$75/unit</i>	<i>\$75/unit</i>
49	Hot Tub/Whirlpool/Jacuzzi	No Fee	<i>\$75/unit</i>	<i>\$75/unit</i>
50	Swimming Pool (Above Ground)	\$150	<i>\$150</i>	<i>\$150</i>
51	Swimming Pool (In Ground)	\$150	<i>\$225</i>	<i>\$225</i>
52	Air Handler	No Fee	<i>\$75/unit</i>	<i>\$75/unit</i>
Commercial HVAC				
		<u>Current Rate</u>	<u><i>October 1, 2015 Rate</i></u>	<u><i>January 1, 2017 Rate</i></u>
53	New Installation (includes basement)	\$50 + \$3/100 sq. ft. \$35/heating unit \$25/cooling unit	<i>\$50 + \$6/100</i>	<i>\$75 + \$6/100</i>
54	Addition (includes basement)	\$50 + \$3/100 sq. ft. \$35/heating unit \$25/cooling unit	<i>\$50 + \$6/100 sq. ft.</i>	<i>\$75 + \$6/100</i>
55	Alteration (includes basement)	\$50 + \$3/100 sq. ft. \$35/heating unit \$25/cooling unit	<i>\$50 + \$6/100 sq. ft.</i>	<i>\$75 + \$6/100</i>
56	Accessory Building (greater than 120 sq. ft.)	\$50 + \$3/100 sq. ft. \$35/heating unit \$25/cooling unit	<i>\$75 + \$2/100 sq. ft.</i>	<i>N/A</i>
57	Shell Only Building	\$50 + \$2/100 sq. ft. \$35/heating unit \$25/cooling unit	<i>\$75 + \$4/100 sq. ft.</i>	<i>\$75 + \$4/100 sq. ft.</i>

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

58	Kitchen exhaust hood	\$150	\$150	\$150
59	Factory Built Fireplace & Chimney (Replacement/Addition)	\$25	\$75	\$75
60	Refrigeration	\$100/unit	\$100/unit	\$125/unit
61	Boiler/boiler piping (chilled & hot)	\$50 + \$25/unit	\$75 + \$25/unit	\$75 + \$25/unit
62	Furnace (Replacement/Addition)	\$35/unit	\$75/unit	\$75/unit
63	A/C (Replacement/Addition)	\$25/unit	\$75/unit	\$75/unit
64	Heat Pump (Replacement/Addition)	\$35/unit	\$75/unit	\$75/unit
65	Water Heater (Replacement/Addition)	\$35/unit	\$75/unit	\$75/unit
66	Air Handler	No Fee	\$75/unit	\$75/unit
67	Swimming Pool Heater	No Fee	\$75/unit	\$75/unit

Commercial Gas Piping

	<u>Current Rate</u>	<u>October 1, 2015 Rate</u>	<u>January 1, 2017 Rate</u>	
68	New Installation	\$50 + \$10/appliance *	\$50 + \$1/100 sq. ft.	\$50 + \$1/100 sq. ft.
69	Addition	\$50 + \$10/appliance *	\$50 + \$1/100 sq. ft.	\$50 + \$1/100 sq. ft.
70	Alteration	\$50 + \$10/appliance *	\$50 + \$1/100 sq. ft.	\$50 + \$1/100 sq. ft.
71	Accessory Building	\$50 + \$10/appliance *	\$75 + \$0.50/100 sq. ft.	\$75 + \$0.50/100 sq. ft.
72	Shell Only Building	\$50 + \$10/appliance *	\$50 + \$1/100 sq. ft.	\$50 + \$1/100 sq. ft.
73	Generator	No fee	\$75	\$75
74	Exterior Wood Burner	No Fee	\$75	\$75

* primary heating unit & primary water heater considered one unit

Commercial Fire Suppression

	<u>Current Rate</u>	<u>October 1, 2015 Rate</u>	<u>January 1, 2017 Rate</u>
--	---------------------	-----------------------------	-----------------------------

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

75	Fire Suppression	\$75 + \$3/100 sq. ft.	\$75 + \$3/100 sq. ft.	\$75 + \$3/100 sq. ft.
76	Fire Suppression (underground)	No Fee	\$275	\$275
77	Fire Suppression (limited area)	\$75 + \$3/100 sq. ft.	\$75 + \$3/100 sq. ft.	\$75 + \$3/100 sq. ft.
78	Fire Hood Suppression	\$150	\$200	\$200
79	Fire Pump	No Fee	\$225	\$225

Commercial Fire Protection

	Current Rate	October 1, 2015 Rate	January 1, 2017 Rate	
80	Fire Alarm System	\$50 + \$3/100 sq. ft.	\$75 + \$3/100 sq. ft.	\$75 + \$3/100 sq. ft.

Commercial Plan Examination

	Current Rate	October 1, 2015 Rate	January 1, 2017 Rate	
81	New (includes basement if applicable)	\$25 + \$3/100 sq. ft.	\$50 + \$3/100 sq. ft.	\$50 + \$4/100 sq. ft.
82	Addition (includes basement if applicable)	\$25 + \$3/100 sq. ft.	\$50 + \$3/100 sq. ft.	\$50 + \$4/100 sq. ft.
83	Alteration, tenant finish, change of use (includes basement if applicable)	\$25 + \$3/100 sq. ft.	\$50 + \$3/100 sq. ft.	\$50 + \$4/100 sq. ft.
84	Accessory Building (greater than 120 sq. ft.)	\$25 + \$3/100 sq. ft.	\$75 + \$2/100 sq. ft.	N/A
85	Revision	\$25 + \$3/100 sq. ft.	\$50 + \$3/100 sq. ft.	\$50 + \$4/100 sq. ft.
86	Resubmittal (to a plan disapproval or partial approval)	No Fee	\$100	\$100
87	Swimming Pool	\$75	\$75	\$100
88	Fire Alarm System	No fee	\$50 + \$1/100 sq. ft.	\$50 + \$1/100 sq. ft.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015**

89	Fire Suppression	\$25 + \$3/100 sq. ft.	<i>\$50 + \$1/100 sq. ft.</i>	<i>\$50 + \$1/100 sq. ft.</i>
90	Fire Suppression (underground)	No Fee	<i>\$100</i>	<i>\$100</i>
91	Fire Suppression (limited area)	\$25+ \$3/100 sq. ft.	<i>\$50 + \$1/100 sq. ft.</i>	<i>\$50 + \$1/100 sq. ft.</i>
92	Fire Hood Suppression	\$100	<i>\$100</i>	<i>\$100</i>
93	Tent	No Fee	<i>\$50 + \$1/100 sq. ft.</i>	<i>\$50 + \$1/100 sq. ft.</i>
94	Miscellaneous	No Fee	<i>\$75</i>	<i>\$75</i>
Commercial Miscellaneous				
		<u>Current Rate</u>	<u><i>October 1, 2015 Rate</i></u>	<u><i>January 1, 2017 Rate</i></u>
95	Demolition	\$50	<i>\$75</i>	<i>\$75</i>
96	Consultation	\$50	<i>\$75</i>	<i>\$75</i>
97	After Hour/Overtime Inspection	\$75/hour	<i>\$75/hour</i>	<i>\$75/hour</i>
98	Re-inspection	\$50	<i>\$75</i>	<i>\$75</i>
99	Partial Inspection	\$50	<i>\$75</i>	<i>\$75</i>
100	Temporary Occupancy Certificate	\$100	<i>\$150</i>	<i>\$150</i>
101	Occupancy Certificate (permitted building)	\$60	<i>\$60</i>	<i>\$60</i>
102	Occupancy Certificate (non- permitted bldg.)	\$60	<i>\$100 + \$75/inspection</i>	<i>\$100 + \$75/inspection</i>
103	Inspection Card Replacement	\$5	<i>\$5</i>	<i>\$5</i>
104	Approved Plan Re- issuance	\$25	<i>\$50</i>	<i>\$50</i>
105	Swimming Pool	\$150	<i>See building, electric &/or gas</i>	<i>See building, electric &/or gas</i>
106	Tent	\$50	<i>\$75</i>	<i>\$75</i>
107	Tent (w/ electric)	No Fee	<i>\$150</i>	<i>\$150</i>
108	Change of Use	\$125	<i>\$125</i>	<i>\$125</i>
109	Satellite Dish	\$100	<i>\$100</i>	<i>\$100</i>
110	Appeal to State Board of Appeals	\$100	<i>\$125</i>	<i>\$125</i>

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

111	Application (non refundable)	\$25	\$25	\$25
112	Masonry Fireplace	\$50	\$75	\$75
113	Fence	No Fee	\$75	\$75
114	Miscellaneous Permit	No Fee	\$75/trip	\$75/trip

Note: Code Compliance is required to collect on behalf of the Ohio Board of Building Standards an assessment equal to 3% of fees. This assessment applies to the acceptance and approval of plans and specification and for the making of all inspections.

RESIDENTIAL FEE SCHEDULE

7/30/2015

Residential Building

		<u>Current Rate</u>	<u>October 1, 2015 Rate</u>	<u>January 1, 2017 Rate</u>
1	1, 2 & 3 Family Residence (includes basement & garage)	\$55 + \$6/100 sq. ft.	\$60 + \$7/100 sq. ft.	\$60 + \$8.50/100 sq. ft.
2	Additi on (includes basement & garage)	\$100 + \$5/100 sq. ft.	\$100 + \$5/100 sq. ft.	\$100 + \$6/100 sq. ft.
3	Alterat ion (includes basement & garage)	\$100 + \$3/100 sq. ft.	\$100 + \$4/100 sq. ft.	\$100 + \$5/100 sq. ft.
4	Accessory Building (greater than 200 sq. ft.)	\$75 + \$3/100 sq. ft.	\$100 + \$3/100 sq. ft.	\$100 + \$4/100 sq. ft.
5	Deck	\$75+ \$2/100 sq. ft.	\$75 + \$2/100 sq. ft.	\$75 + \$2/100 sq. ft.
6	Manufactured Home	\$75 + \$5/100 sq. ft.	\$75 + \$5/100 sq. ft.	\$75 + \$6/100 sq. ft.
7	Swimming Pool Fence	No Fee	\$75	\$75

Residential Electrical

		<u>Current Rate</u>	<u>October 1, 2015 Rate</u>	<u>January 1, 2017 Rate</u>
8	1, 2 & 3 Family Residence (includes basement & garage)	\$40 + \$3/100 sq. ft.	\$50 + \$4/100 sq. ft.	\$50 + \$4.50/100 sq. ft.

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015**

9	Addition (includes basement & garage)	\$75 + \$2/100 sq. ft.	<i>\$75 + \$3/100 sq. ft.</i>	<i>\$75 + \$3/100 sq. ft.</i>
10	Alteration (includes basement & garage)	\$75 + \$2/100 sq. ft.	<i>\$75 + \$3/100 sq. ft.</i>	<i>\$75 + \$3/100 sq. ft.</i>
11	Accessory Building (greater than 200 sq. ft.)	\$75 + \$2/100 sq. ft.	<i>\$75 + \$2/100 sq. ft.</i>	<i>\$75 + \$2/100 sq. ft.</i>
12	Accessory Building - Trench	No Fee	<i>\$75</i>	<i>\$75</i>
13	Permanent Service Upgrade	\$35	<i>\$75</i>	<i>\$75</i>
14	Permanent Service (400 amp. max.)	\$35	<i>\$75</i>	<i>\$75</i>
15	Permanent Service (> 400 amp.)	\$40	<i>\$75</i>	<i>\$75</i>
16	Permanent Service (>or= 600 amp)	\$50	<i>\$75</i>	<i>\$75</i>
17	Electrical Service Panel/Meter Replace.	\$35	<i>\$75</i>	<i>\$75</i>
18	Temporary Service	\$35	<i>\$75</i>	<i>\$75</i>
19	Electric Baseboard Heat (new)	\$5/unit	<i>\$5/unit</i>	<i>\$75</i>
20	Electric Baseboard Heat (alteration)	\$75 + \$5/unit	<i>\$75 + \$5/unit</i>	<i>75 + \$5/unit</i>
21	Low Voltage (alteration)	\$50 + \$1/100 sq. ft.	<i>\$75 + \$1/100 sq. ft.</i>	<i>\$75 + \$1/100 sq. ft.</i>
22	Wall heating-cooling unit (alteration)	\$75 + \$5 unit	<i>\$75 + \$5/unit</i>	<i>\$75 + \$5/unit</i>
23	Furnace Replacement/Addition	\$75	<i>\$75/unit</i>	<i>\$75/unit</i>
24	Water Heater Replacement/Addition	\$75	<i>\$75/unit</i>	<i>\$75/unit</i>
25	A/C Replacement/Addition	\$75	<i>\$75/unit</i>	<i>\$75/unit</i>
26	Generator	\$50	<i>\$75/unit</i>	<i>\$75/unit</i>
27	Post Light(s) (addition/alteration)	\$75	<i>\$75/light</i>	<i>\$75/unit</i>
28	Heat Pump Replacement/Addition	\$75	<i>\$75/unit</i>	<i>\$75/unit</i>

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

29	Floor Heat (alteration)	No Fee	\$75	\$75
30	Exterior Light(s) & Receptacle(s)	\$75	\$75/trip	\$75/trip
31	Solar Power equip. (addition/alteration)	No Fee	\$75/system	\$75/system
32	Wind Power equip. (addition/alteration)	No Fee	\$75/system	\$75/system
33	Exterior Wood Burners	No Fee	\$75/unit	\$75/unit
34	Bath Fan (addition/alteration)	No Fee	\$75/unit	\$75/unit
35	Whole House Fan (addition/alteration)	No Fee	\$75/unit	\$75/unit
36	Radon Fan (alteration)	No Fee	\$75/unit	\$75/unit
37	Water Well (alteration)	No Fee	\$75/unit	\$75/unit
38	Septic System (alteration)	No Fee	\$75/system	\$75/system
39	Hot Tub/Whirlpool/Jacuzzi	\$75	\$75/unit	\$75/unit
40	Swimming Pool (above ground)	\$75	\$150	\$150
41	Swimming Pool (in ground)	\$150	\$225	\$225

Residential Heating & Cooling

	Current Rate	October 1, 2015 Rate	January 1, 2017 Rate
42	1, 2 & 3 Family Residence (includes basement) \$25/heating unit \$15/cooling unit	\$25 + \$2/100 sq. ft. \$50 + \$3/100 sq. ft.	\$50 + \$3.50/100 sq. ft.
43	Addition (includes basement) \$25/heating unit \$15/cooling unit	\$25 + \$2/100 sq. ft. \$50 + \$3/100 sq. ft.	\$50 + \$3.50/100 sq. ft.
44	Alteration (includes basement) \$25/heating unit \$15/cooling unit	\$25 + \$2/100 sq. ft. \$50 + \$3/100 sq. ft.	\$50 + \$3.50/100 sq. ft.
45	Accessory Building (greater than 200 sq. ft.) \$25/heating unit	\$25 + \$2/100 sq. ft. \$50 + \$2/100 sq. ft.	\$50 + \$3.50/100 sq. ft.

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

\$15/cooling unit

46	Factory Built Fireplace &/or Chimney Replacement/Addition	\$25	<i>\$75/unit</i>	<i>\$75/unit</i>
47	Furnace Replacement	\$75	<i>\$75/unit</i>	<i>\$75/unit</i>
48	Water Heater Replacement	\$75	<i>\$75/unit</i>	<i>\$75/unit</i>
49	A/C Replacement/Addition	\$40	<i>\$75/unit</i>	<i>\$75/unit</i>
50	Heat Pump Replacement/Addition	\$50	<i>\$75/unit</i>	<i>\$75/unit</i>

Residential Gas Piping

		<u>Current Rate</u>	<u>October 1, 2015 Rate</u>	<u>January 1, 2017 Rate</u>
51	1, 2 & 3 Family Residence (includes basement)	\$50 + \$10/appliance *	<i>\$50 + \$1/100 sq. ft.</i>	<i>\$50 + \$1/100 sq. ft.</i>
52	Addition (includes basement)	\$50 + \$10/appliance *	<i>\$50 + \$1/100 sq. ft.</i>	<i>\$50 + \$1/100 sq. ft.</i>
53	Alteration (includes basement)	\$50 + \$10/appliance *	<i>\$50 + \$1/100 sq. ft.</i>	<i>\$50 + \$1/100 sq. ft.</i>
54	Accessory Building	\$50 + \$10/appliance *	<i>\$50 + \$1/100 sq. ft.</i>	<i>\$50 + \$1/100 sq. ft.</i>
55	Pool Heater	\$50	<i>\$75/unit</i>	<i>\$75/unit</i>

~~* primary heating unit & primary water heater considered one unit~~

Residential Plan Examination

		<u>Current Rate</u>	<u>October 1, 2015 Rate</u>	<u>January 1, 2017 Rate</u>
56	1, 2 & 3 Family Residence (includes basement & garage)	\$25 + \$1/100 sq. ft. (non refundable)	<i>\$35 + \$1/100 sq. ft.</i> <i>non refundable</i>	<i>\$35 + \$1/100 sq. ft.</i> <i>non refundable</i>
57	Addition (includes basement & garage)	\$25 + \$1/100 sq. ft. (non refundable)	<i>\$35 + \$1/100 sq. ft.</i> <i>non refundable</i>	<i>\$35 + \$1/100 sq. ft.</i> <i>non refundable</i>
58	Alteration (includes basement &	\$25 + \$1/100 sq. ft. (non refundable)	<i>\$35 + \$1/100 sq. ft.</i> <i>non refundable</i>	<i>\$35 + \$1/100 sq. ft.</i> <i>non refundable</i>

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

	garage)			
59	Accessory Building (greater than 200 sq. ft.)	\$25 + \$1/100 sq. ft. (non refundable)	<i>\$35 + \$1/100 sq. ft. non refundable</i>	<i>\$35 + \$1/100 sq. ft. non refundable</i>
60	Deck	\$25 + \$1/100 sq. ft. (non refundable)	<i>\$30 + \$1/100 sq. ft. non refundable</i>	<i>\$35 + \$1/100 sq. ft. non refundable</i>
61	Swimming Pool	\$25 (non refundable)	<i>\$35 non refundable</i>	<i>\$35 non refundable</i>
62	Revision	\$25 + \$1/100 sq. ft.	<i>\$35 + \$1/100 sq. ft.</i>	<i>\$35 + \$1/100 sq. ft.</i>
63	Resubmittal Fee (to a plan disapproval or partial approval)	No Fee	<i>\$35</i>	<i>\$35</i>
64	Generator	No Fee	<i>\$35</i>	<i>\$35</i>
65	Electric	No Fee	<i>\$35</i>	<i>\$35</i>
66	HVAC	No Fee	<i>\$35</i>	<i>\$35</i>
67	Fire Suppression	No Fee	<i>\$35</i>	<i>\$35</i>
68	Wind Energy/Solar Energy	No Fee	<i>\$35</i>	<i>\$35</i>
69	Fence	No Fee	<i>\$35</i>	<i>\$35</i>
70	Miscellaneous	No Fee	<i>\$35</i>	<i>\$35</i>

Residential Miscellaneous

		<u>Current Rate</u>	<u>October 1, 2015 Rate</u>	<u>January 1, 2017 Rate</u>
71	Masonry Fireplace	\$50	<i>\$75</i>	<i>\$75</i>
72	Demolition	\$50	<i>\$75</i>	<i>\$75</i>
73	House moving	\$50	<i>\$75</i>	<i>\$75</i>
74	Consultation	\$50	<i>\$75</i>	<i>\$75</i>
75	Overtime Inspection	\$75/hour	<i>\$75/hour</i>	<i>\$75/hour</i>
76	Re-inspection	\$50	<i>\$75</i>	<i>\$75</i>
77	Partial Inspection	\$50	<i>\$75</i>	<i>\$75</i>

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

78	Temporary Occupancy	\$100	\$100	\$125
79	Inspection Card Replacement	\$5	\$5	\$5
80	Approved Plan Re- issuance	\$25	\$35	\$35
81	In-ground swimming pool	\$150	See building, electrical &/or gas	See building, electrical &/or gas
82	Above ground swimming pool	\$75	See building, electrical &/or gas	See building, electrical &/or gas
83	Finish Grade Change	No Fee	Not Applicable	Not Applicable
84	Application (non refundable)	\$25	\$25	\$25
85	Cancel/Void Permit	\$25	\$35	\$35
86	Address Change	\$25	\$25	\$25
87	Board of Building Appeals	\$150	\$175	\$200
88	Manufactured Home Certificate of Occupancy Seal	\$100	\$100	\$100
89	Fence	No Fee	\$75	\$75
90	Miscellaneous Permit	No Fee	\$75/trip	\$75/trip
91	Certificate of Occupancy Reissue	No Fee	\$25	\$25
92	Certificate of Occupancy for Existing Building	No Fee	\$35 + \$75/inspection	\$50 + \$75/inspection

Note: Code Compliance is required to collect on behalf of the Ohio Board of Building Standards an assessment equal to 1% of fees. This assessment applies to the acceptance and approval of plans and specification and for the making of all inspections.

Drainage Protection Reviews

	Current Rate	October 1, 2015 Rate	
1	Application/Site review fee	\$75	\$125
2	On-site inspection fee for all building sites requiring drainage alterations or mitigation	\$75	\$100
3	Reinspection fee for repeated	\$50	\$100

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

inspections of a specific drainage alteration or mitigation practiced due to the failure of installer to complete the work satisfactorily

Drainage, Erosion and Sediment Control (DESC) Permit

		<u>Current Rate</u>		<u>October 1, 2015 Rate</u>	
1	DESC Permit	\$100		\$150	
	Vote on Motion	Mr. Merrell	Aye -	Mrs. Lewis	Aye

RESOLUTION NO. 15-909

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS APPROVING A RESOLUTION SUPPORTING THE NATIONAL ASSOCIATION OF COUNTIES IN THEIR OPPOSITION TO THE PROPOSED CLEAN WATER RULE AND THEIR SUPPORT OF SB 1140:

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

Whereas, the National Association of Counties (NACO) has undertaken an analysis of the pending “Clean Water Rule”, and

Whereas, the U.S. Senate has SB 1140 under consideration which would halt the implementation of the final rule, and

Whereas, the NACO analysis found that the final rule will broaden the definition of regulated waters to include county-owned and maintained roadside ditches, bridges, flood-control channels, drainage conveyances, and storm water and wastewater infrastructure, and

Whereas, the final rule was adopted without the legally-required discussions with state and local governments that may have resulted in more workable rules and regulations designed to achieve the shared goals of protecting our water resources, ensuring the safety of our communities, and minimizing unnecessary delays and costs, and

Whereas, the adoption of this final rule is both premature and requires additional economic consultation to achieve a complete understanding of the actual costs and impacts on future development and transportation projects, and

Whereas, the final rule proposes new and ambiguous definitions that may have negative impacts on economic and agricultural development, and

Whereas, the federal government should not stand in the way of economic growth by preventing valuable lands from being developed in a way that would have no negative impacts on the Waters of the United States

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

1. Support the position of the National Association of Counties in opposition to the adoption of the “Clean Water Rule”.
2. Encourage the U.S. Senate to adopt SB 1140 that will serve to halt the implementation of the proposed final rule.
3. Authorize staff to send a copy of this Resolution to all appropriate agencies and parties.

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

ADMINISTRATOR REPORTS

Tim Hansley

-In a 7-0 vote last night, the Delaware City Historical Preservation Commission passed the plans for the new Judicial Center. The next step is for city council to approve the plans.

-Met with members of Delaware County Soil & Water to discuss farmland preservation. Depending on some answers; we will more than likely going to apply to be a sponsor of this initiative.

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

-There is a Regional Planning Commission Meeting this evening at 7:00 to be held at the Willis Building.

-The muralist is expected to start painting soon

-Thank you to Rosemary Lewis for attending today’s session, as well as Jim Lewis

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

Commissioner Merrell

-Is it possible to have the plans on our bulletin board for the new judicial center? Yes, was the answer. The public can come in and view it.

RESOLUTION NO. 15-910

IN THE MATTER OF APPROVING FINAL LEGISLATION FOR THE WEST POWELL ROAD, DEL-750-1.23 IMPROVEMENTS:

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

**FINAL RESOLUTION
 PID No. 87407**

WHEREAS, the Board of Commissioners of Delaware County (“Board”) approved resolution #14-1365 on November 24, 2014 and resolution #13-747 on July 18, 2013 proposing cooperation with the Director of Transportation to perform the following Improvement:

The project consists of widening of SR 750 to a five lane section including a separated multi use path on the north side of SR-750, constructing NB dual left turn lanes on Sawmill Pkwy at SR-750, incidental widening of SB Sawmill Pkwy at SR-750, lying within Delaware County; and,

WHEREAS, said resolutions provide for a Delaware County contribution not to exceed \$815,000.00; and

WHEREAS, Delaware County previously paid \$360,000.00 to ODOT as its contribution for acquisition of necessary right of way for the Improvement, leaving an amount of \$515,000.00 remaining for payment to ODOT; and,

WHEREAS, the City of Powell and Liberty Township have approved legislation contributing a lump sum amount of \$150,000.00 each toward the Improvement, and have made payment to Delaware County and have requested the same be paid to ODOT along with the remaining Delaware County contribution to the project, with Delaware County acting as the lead local agency for the Improvement; and,

WHEREAS, Delaware County proposes to cooperate with the Director of Transportation in the above described Project as follows:

In recognition of lump sum contributions of \$150,000.00 each received from the City of Powell and Liberty Township for use on the project, Delaware County will increase its total project contribution to \$1,175,000, less \$360,000.00 already paid, for a maximum amount of \$815,000.00 remaining to be provided for construction of the Project; and,

WHEREAS, the Director of Transportation has accepted said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to Delaware County Engineer; and,

WHEREAS, the County desires the Director of Transportation proceed with the aforesaid highway improvement.

NOW, THEREFORE, Be It Resolved by the Board of Commissioners of Delaware County, that:

1. Delaware County agrees to contribute an amount to exceed Eight Hundred Fifteen Thousand and 00/100 Dollars (\$815,000.00) from the Road and Bridge Project fund for use by the Director of Transportation in completing the Project; and,
2. The County Auditor is hereby authorized and directed to issue an order for payment of the ODOT estimated remaining share of the project in the amount of \$773,776.98 upon the requisition of the Director of Transportation or the County Engineer to pay the cost and expense of said Improvement, and upon additional requisitions by the Director or County Engineer to issue additional payments upon requisition not to exceed \$41,223.02, for a total aggregate sum not to exceed of \$815,000.00; and,
3. The Board hereby requests the Director of Transportation to proceed with the aforesaid highway Improvement; and,
4. The Clerk is directed to transmit to the Director of Transportation a fully executed and certified copy of this resolution.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-911

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2015

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:24 AM.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-912

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 10:37 AM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners