

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 10, 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
Jeff Benton, Commissioner

RESOLUTION NO. 15-1066

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 3, 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 September 3, 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. Benton Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-1067

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0909:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0909 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
St Vincent	Job and Family Residential Care	22511607-5342	\$ 75,940.00

<u>PR</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
Number				
R1504638	PARALLEL TECH	NEW PHONE SYSTEM	41711436 - 5450	\$ 418,872.58
R1504723	CENTRAL OHIO CONTRACTORS INC	TEMPORARY BARRIER WALL	68011916 - 5328	\$ 11,700.00
R1504726	COUNTRYSIDE ELECTRIC INC	ASHLEY VILLA GENERATOR CDBG PY14 ACTIVITY 1	23011701 - 5365	\$ 9,690.63
R1504780	CUSTOM WIRED LLC	ASHLEY VILLA SECURITY CAMERA PROJECT CDBG PY14	23011701 - 5365	\$ 6,385.79
R1504791	ANDRITZ SEPARATION INC	EQUIPMENT REPAIRS TO CENTRIFUGE AT OECC	66211903 - 5328	\$ 11,919.00
R1504814	STEPHEN CAMPBELL & ASSOC INC	VoIP RECORDING SYSTEM	41711436 - 5450	\$ 7,995.00

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

RESOLUTION NO. 15-1068

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement Agency is requesting to attend a General Membership Meeting-OCDA in Columbus, OH at no cost.

The Court of Common Pleas is requesting that Scott Ritter, Jarrod Burton, Mike Jureko and Ryan Swinehart attend an Ohio Justice Alliance Conference in Columbus, Ohio from October 8-9, 2015 at the cost of \$900.00

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(fund number 25622303).

The Director of Administrative Services is requesting that Mindy Owens attend a Civil Service Law and Discipline Seminar at the Quest Conference Center in Columbus, Ohio September 16, 2015; at the cost of \$150.00 (fund number 10011108).

The Auditor’s Office is requesting that Tony Frissora attend an IAAD Appraisal Conference in Indianapolis, Indiana September 13-17, 2015, at the cost of \$ 1,935.00 (Fund real estate assessment)

The Auditor’s Office is requesting that Kelly Tennant attend an Appraisal Conference in Indianapolis, Indiana September 13-17, 2015, at the cost of \$ 1,835.00 (Fund real estate assessment)

The Auditor’s Office is requesting that Mike Schuh attend an IAAD Appraisal Conference in Indianapolis, Indiana September 13-17, 2015, at the cost of \$ 1,525.00 (Fund real estate assessment)

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

RESOLUTION NO. 15-1069

IN THE MATTER OF RESCHEDULING THE DATE AND TIME FOR THE PUBLIC HEARING FOR CONSIDERATION OF THE LATERAL #2 OF THE SCOTT #604 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY LINDA GRUBB AND OTHERS:

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

WHEREAS, on June 9, 2015, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Linda Grubb and Others, to:

- 1. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.
- 2. In Delaware County, Berlin Township, within Lateral #2 of the Scott #604 watershed and generally following, but not limited to, the course and termini of the existing improvements. And;

WHEREAS, the Board of County Commissioners, on Monday August 31, 2015 in the vicinity of 3873 Piatt Road held a viewing for the petition; and

Whereas, a need exist to reschedule the first hearing on the petition set for Thursday November 5, 2015 at 9:45AM ;

THEREFORE, BE IT RESOLVED, That **Thursday November 19, 2015 at 9:45AM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the rescheduled time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 15-1070

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR THE RESERVE AT SCIOTO GLENN SECTION 2:

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement for The Reserve at Scioto Glenn Section 1;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for the Reserve at Scioto Glenn Section 1:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 10th day of September 2015, by and between **Metro Development, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by **The Reserve at Scioto Glenn Phase**

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2 Subdivision Plat(s) 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 Reserve at Scioto Glenn Phase 2** (a component of the plans titled "The Reserve at Scioto Glenn Phases 2 and 3") dated **8/20/2015**, and approved by County Commissioners Resolution 15-988 on 8/20/2015, 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 **35** single family residential equivalent connections approved for The Reserve at Scioto Glenn Phase 2 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

For **The Reserve at Scioto Glenn Phase 2**, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$146,027.00**) 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 and the City of Powell, Ohio.

Subdivider agrees that it is responsible for downstream improvements which are to be detailed in construction plans titled "Offsite Sanitary Sewer Improvements for the Reserve at Scioto Glenn (herein referred to as the "Downstream Improvement Plan"). Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the estimated cost of construction, plus a contingency, in the amount of **\$490,000.00** determined adequate by the Sanitary Engineer to insure faithful performance of all Downstream Improvements within the Downstream Improvement Plan in accordance with the Subdivision Regulations of Delaware County, Ohio.

Subdivider agrees that the Improvements for The Reserve at Scioto Glenn Phase 2 will not be accepted for public use until such time that the Downstream Improvements are accepted for public use and upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications.

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 Reserve at Scioto Glenn Phase 2**.

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 Reserve at Scioto Glenn Phase 2** (**\$5,110.95**). The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$12,450.00** estimated to be necessary to pay the cost of inspection for **The Reserve at Scioto Glenn Phase 2** 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 either fund has been depleted to a level of \$600.00 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 \$600.00 to the fund. Upon completion of all Improvements provided herein and 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 **The Reserve at Scioto Glenn Phase 2** 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.

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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 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. . If each or any Section/Phase/Part is accepted separately, SUBDIVIDER agrees to provide as built drawings for each Section/Phase/Part as requested and one complete set of as built drawings for the entire **The Reserve at Scioto Glenn Phases 2 and 3** plan set with the last 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 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

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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.

SECTION VIII: CONNECTION FEES

After said acceptance, any applicable County capacity and tap inspection fee charges, and a **\$1,500.00** County **surcharge** shall be paid to the DELAWARE COUNTY SANITARY ENGINEER by any applicant requesting a tap permit for lots within **The Reserve at Scioto Glenn Phase 2** to connect to the sanitary sewers.

SECTION IX: 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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1071

IN THE MATTER OF APPROVING A SANITARY SEWER IMPROVEMENTS PLAN APPROVAL AND SUBDIVIDER’S AGREEMENT FOR LIBERTY TRACE SECTION 1:

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Sewer Improvements Plan Approval and Subdivider’s Agreement for Liberty Trace Section 1;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Sewer Improvements Plan Approval and Subdivider’s Agreement for Liberty Trace Section 1:

**SANITARY SEWER IMPROVEMENTS
PLAN APPROVAL AND SUBDIVIDER’S AGREEMENT
LIBERTY TRACE SECTION 1**

SECTION I: INTRODUCTION

This Agreement is made and entered into on this 10th day of September 2015, by and between **Pulte Homes of Ohio LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners, hereinafter called “County Commissioners” or “County”, as evidenced by the **Liberty Trace Section 1** 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:

SECTION II: PLAN APPROVAL

The Delaware County Sanitary Engineer’s office agrees to approve the **Sanitary Sewer Improvement Plans for Liberty Trace Section 1 (the “Plan”)** pursuant to the following conditions:

1. The Plan has been reviewed and meets all the requirements of the Delaware County Sanitary Engineer.
2. Subdivider agrees that it is responsible for downstream improvements which are to be detailed in construction plans titled “Liberty Park Pump Station, Sanitary Sewer and Force Main Improvements” (herein referred to as the “Downstream Improvements”). Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties to insure faithful performance of all Downstream Improvements in the amount determined adequate by the Delaware County Sanitary Engineer and as detailed in a separate agreement.

Following Plan Approval, 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 **Liberty Trace Section 1**, signed by the design engineer on **August 26, 2015**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

Subdivider agrees that the Improvements will not be accepted for public use until such time that the Downstream Improvements are constructed and accepted for public use, and upon certification in writing from the Delaware County Sanitary Engineer that all construction of the Improvements is complete according to the plans and specifications

SECTION III: CAPACITY

There are **36** single family residential equivalent connections approved with this Agreement. Capacity

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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 IV: 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 (**\$440,891.04**) 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 **Liberty Trace Section 1**.

SECTION V: 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 **Liberty Trace Section 1 (\$15,431.19)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$35,000** estimated to be necessary to pay the cost of inspection for **Liberty Trace 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 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 \$600.00 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 \$600.00 to the fund. Upon completion of all Improvements provided herein and 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 **Liberty Trace Section 1** as required by the County.

SECTION VI: 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

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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 VII: 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 VIII: COMPLETION OF CONSTRUCTION

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.

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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 IX: 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 Mr. Benton Aye

RESOLUTION NO. 15-1072

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN PULTE HOMES OF OHIO LLC AND THE DELAWARE COUNTY BOARD OF COMMISSIONER FOR THE LIBERTY PARK PUMP STATION:

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

Whereas, the Director of Environmental Services recommends approval of the Agreement Between Pulte Homes of Ohio LLC and the Delaware County Board of Commissioner for the Liberty Park Pump Station;

Therefore, Be It Resolved the Board of Commissioners approve the Agreement Between Pulte Homes of Ohio LLC and the Delaware County Board of Commissioner for the Liberty Park Pump Station:

**LIBERTY PARK PUMP STATION AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS LIBERTY PARK PUMP STATION AGREEMENT (the "AGREEMENT") executed on this 10th day of September 2015, by and between **PULTE HOMES OF OHIO LLC** (herein after called "DEVELOPER"), and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio (herein after called "COUNTY COMMISSIONERS" or "COUNTY"), as evidenced by the Sanitary Sewer Improvement Plan titled **LIBERTY PARK PUMP STATION, SANITARY SEWER AND FORCE MAIN (referred to herein as the "IMPROVEMENTS" as generally depicted on attached Exhibit A, which Plan is currently under review and subject to finalization. The final approved plans and specifications, as set forth herein, shall be substituted for Exhibit A, once approved and signed, and become said IMPROVEMENTS under this Agreement)**, is governed by the following considerations and conditions, to wit:

There are **0** single family residential equivalent connections approved with this AGREEMENT. Capacity reservation is considered inapplicable to this agreement.

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 the **Liberty Park Pump Station, Sanitary Sewer and Force Main**, all of which are a part of this AGREEMENT. The DEVELOPER shall pay the entire cost and expense of said IMPROVEMENTS.

DEVELOPER shall execute a bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as estimated in the attached Exhibit B (\$763,942.05) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY COMMISSIONERS at the completion of construction.

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.

In order to expedite approval and construction of the IMPROVEMENTS during the 2015 construction season, and allow the regional availability of sanitary sewer service in the immediate tributary area for other users, the COUNTY and DEVELOPER agree to the following schedule and procedures:

- The DEVELOPER'S consultant submitted revised plans for review on 9-3-2015.
- On or prior to 9-17-2015, the DEVELOPER'S consultant and the DELAWARE COUNTY SANITARY ENGINEER shall meet to review said revised plans.
- The COUNTY will reasonably cooperate with the DEVELOPER's consultant to resolve any comments to the design in order to approve the plan without undue delay.

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- Once the plan meets all the requirements of the DELAWARE COUNTY SANITARY ENGINEER, the plan will be approved.

To further manage time and make progress on the construction of the IMPROVEMENTS, the COUNTY agrees to provide a letter of support to facilitate a concurrent review by the Ohio EPA for PTI issuance.

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

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

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

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.

TAP CREDIT

Upon completion of construction and acceptance of the IMPROVEMENTS, the DEVELOPER shall be granted tap credits per County policy in the total amount of \$820,000. The DEVELOPER and the COUNTY mutually acknowledge that this grant of tap credits is intended to establish the reasonable charge for the DEVELOPER to connect to the COUNTY's sanitary facilities, pursuant to R.C. 6117.02, in consideration of the DEVELOPER'S private investment in the sanitary facilities, such charge being a special exception to the established charge. The total dollar amount of the credit can be used as a tap credit for current base capacity fees and/or surcharge capacity fees within developments owned by the DEVELOPER located within Liberty Township. In the event that the final, actual costs of the privately-constructed improvements constructed pursuant to this Agreement shall be more than two and one half percent (2.5%) higher or lower than the Total Cost as estimated on Exhibit B, the DEVELOPER and the COUNTY mutually agree to negotiate in good faith a corresponding increase or decrease to the tap credit, subject to the COUNTY determining, in its sole discretion, that the increased or decreased tap credit establishes the reasonable charge for the DEVELOPER to connect to the COUNTY's sanitary facilities, pursuant to R.C. 6117.02, in consideration of the DEVELOPER's private investment in the sanitary facilities.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the DEVELOPER shall pay or has paid the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (**\$26,737.97**). The DEVELOPER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of (**\$38,250.00**) estimated to be necessary to pay the cost of inspection for **Liberty Park Pump Station, Sanitary Sewer and Force Main** 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 \$1200.00 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 \$1200.00 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.

In addition to the charges above, the DEVELOPER shall pay the cost of any third party inspection services for **Liberty Park Pump Station, Sanitary Sewer and Force Main** as required by the COUNTY.

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.

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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, and with the reasonable cooperation of the COUNTY, County Sanitary Engineer and/or other County or Township agencies as needed. Unless otherwise approved by the DELAWARE COUNTY SANITARY ENGINEER all public sanitary sewers, force mains, 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 DEVELOPER must install the proposed sanitary sewer mains or service laterals 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 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. Tap credits will be accepted as payment.

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, as detailed above.
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 sewer 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 only, and until accepted for operation and maintenance by the COUNTY.

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

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

DELAWARE COUNTY BOARD OF ELECTIONS

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PRESENTATION/UPDATE ON E-POLL BOOKS

RESOLUTION NO. 15-1073

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Fund Transfers

From	To	
22311611-5801	22411603-4601	
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenues	\$ 105,558.14

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

RESOLUTION NO. 15-1074

IN THE MATTER OF APPROVING TRAVEL AUTHORIZATION REQUESTS FOR JOB AND FAMILY SERVICES:

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

TO: The Board of County Commissioners Delaware County, Ohio
 FROM: David Dombrosky, Director, Job and Family Services
 RE: Travel Authorization Request

Required Training/Meetings

The cost of training is to be paid from local/state/federal appropriated funds.
 The following are the itemized anticipated expenses necessary to be incurred for training.

I hereby request authorization for: Angela Thomas, Sue Ware, April Wehrle, Ashley Keller, Jason Lambert, Lynn Stacy to attend, at the expense of Delaware County, Seminar-Managing the Discipline Process,

September 16, 2015 at the Quest Conference Center, Columbus (conducted by Fishel Hass Kim Albrecht LLP)

Registration at \$150/participant \$900

Requested/Recommend by: David Dombrosky, Director Delaware County Department of Job and Family

TO: The Board of County Commissioners Delaware County, Ohio
 FROM: David Dombrosky, Director, Job and Family Services
 RE: Travel Authorization Request

The cost of training is to be paid from local/state/federal appropriated funds.
 The following are the itemized anticipated expenses necessary to be incurred for training.

I hereby request authorization for: David Dombrosky, Sue Ware to attend, at the expense of Delaware County, Public Children Services Association of Ohio Conference, October 21-23, 2015

Registration at 3-day registration \$280, 1-day registration \$170	<u>\$450.00</u>
Parking at \$15/day (1 vehicle x 3 days, 1 vehicle x 1 day)	<u>\$ 60.00</u>
Mileage (33 miles/day x \$0.40)	<u>\$ 39.60</u>
Total Request	<u>\$549.60</u>

Requested/Recommend by:
David Dombrosky, Director Delaware County Department of Job and Family Services

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

RESOLUTION NO. 15-1075

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

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The Director of Environmental Services recommends Marshall Yarnell receive a lump sum payment amount of \$1,356.16 for assuming major responsibilities of Operations Manager with the Sewer District from 5/7/2015 to 8/31/2015; effective date September 10, 2015;

Therefore Be It Resolved, the Board of Commissioners approve Marshall Yarnell receiving a lump sum payment amount of \$1,356.16 for assuming major responsibilities of Operations Manager with the Sewer District from 5/7/2015 to 8/31/2015; effective date September 10, 2015.

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

RESOLUTION NO. 15-1076

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

Supplemental Appropriations

27526315-5101	State Victim Asst Grant/Health Insurance	2,500.00
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Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-1077

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND TERMINATING THE COMMON PLEAS MEDIATION FUND:

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

WHEREAS, in or about February 2008, the Delaware County Board of Commissioners established the Common Pleas Mediation Fund (Fund 279) and organization key 27929208 as a court special projects fund, pursuant to an order of the Common Pleas Court and section 2303.201 of the Revised Code; and

WHEREAS, pursuant to section 2303.201 of the Revised Code, if a specific fund is terminated because of the discontinuance of a program or service established thereunder, the court may order, subject to an appropriation by the board of county commissioners, that moneys remaining in the fund be transferred to an account established thereunder for a similar purpose; and

WHEREAS, in or about June 2015, the Common Pleas Court issued an order to find the discontinuance of the program or service through the Common Pleas Mediation Fund, to establish an Alternative Dispute Resolution Fund as a new court special projects fund under section 2303.201 of the Revised Code, to transfer the remaining balance in the Common Pleas Mediation Fund to the new Alternative Dispute Resolution Fund, and to terminate the Common Pleas Mediation Fund; and

WHEREAS, on September 3, 2015, the Delaware County Board of Commissioners adopted Resolution No. 15-1061, which, in part, established the Alternative Dispute Resolution Fund (Fund 272) and organization key 27229210;

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

Section 1. Pursuant to the order of the Common Pleas Court and section 2303.201 of the Revised Code, the Board hereby approves the following supplemental appropriation and transfer of funds:

Supplemental Appropriation

27929208-5801	Common Pleas Mediation/Miscellaneous Cash Transfers	58,634.34
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Transfer of Funds

From	To	
27929208-5801	27229210-4601	58,634.34
Common Pleas Mediation/Miscellaneous Cash Transfers	Alternative Dispute Resolution/Interfund Revenue	

Section 2. Pursuant to the order of the Common Pleas Court and section 2303.201 of the Revised Code, the Board hereby approves the termination of the Common Pleas Mediation Fund (Fund 279) and organization key 27929208.

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

ADMINISTRATOR REPORTS

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Tim Hansley

-Attended a forum presented by the Ohio Department of Agriculture yesterday concerning Farmland Preservation. We are continuing to look for answers to potential issues the county faces.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Will be attending an orientation today at the Mid-Ohio Regional Planning Commission.

Commissioner Benton

-Will also be attending the orientation today at the Mid-Ohio Regional Planning Commission.
- A reminder that the All Horse Parade is this Sunday. Commissioner Benton will be reading the proclamation at the Parade.

Commissioner Merrell

-Attended a Delaware Community Days event at Ohio Wesleyan University this past weekend. Good turnout.

RESOLUTION NO. 15-1078

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; PROMOTION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:15 AM.

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

RESOLUTION NO. 15-1079

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 11:32 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners