

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 25, 2016

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

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

10:00 AM Public Hearing # 1 For Delaware County’s PY 2016 Community Development Block Grants

1
RESOLUTION NO. 16-379

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 21, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on April 21, 2016; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

2
PUBLIC COMMENT
Stephanie Steinbeck, Director of Communications and Development for SouncePoint on behalf of the Veteran’s Day Committee

3
ELECTED OFFICIAL COMMENT
George Kaitsa, County Auditor reported that Moody’s had upgraded the county’s bond rating to an AAA. First time since 1990 that an Ohio county has received such a rating. Expecting to hear from Standard and Poor’s this afternoon.

4
RESOLUTION NO. 16-380

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0422:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0422 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Assist 4 Dentist	Program Job and Family Services	22311611-5348	\$12,000.00
Xylem	Water Reclamation Chemical	66211903-5260	\$ 8,314.68
Xylem	Water Reclamation Chemical	66211907-5201	\$ 2,200.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1603202	SAFETY KLEEN SYSTEMS INC	WASTE	66211903 - 5328	\$14,000.00	0001

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

5
RESOLUTION NO. 16-381

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Chief of Emergency Medical Services is requesting that Eric Burgess take an online class on FTLS Instructor Update starting May 1, 2016; at the cost of \$35.00 (fund number 10011303).

The Regional Sewer District is requesting that Mark Chandler, Brian Rammelsberg, Ricky Thomas, Tiffany Jenkins, Cory Smith, Mason Janczak, and Kelly Thiel attend the 2016 OWEA Collection Systems Specialty Workshop at DoubleTree Worthington on May 18, 2016; at a cost of \$1,155.00 from org key 66211901-5305.

The Chief of Emergency Medical Services is requesting that Robert Seth Riddlebarger attend an Ohio Health Neuroscience Symposium in Columbus, Ohio May 19, 2016; at the cost of \$75.00 (fund number 10011303).

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

**6
RESOLUTION NO. 16-382**

IN THE MATTER OF DELEGATING CERTAIN AUTHORITY IN FURTHERANCE OF THE PURCHASE OF MOTOR VEHICLES:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) is vested with the authority to contract on behalf of the county, and no other officer can bind the county by contract, unless by reason of some express provision of law; and

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board may, in its discretion, delegate purely ministerial duties that do not require the exercise of judgment or discretion; and

WHEREAS, in the interest of administrative efficiency, the Board is desirous of delegating the purely ministerial duties of accepting delivery of and properly titling and registering motor vehicles the purchase or lease of which the Board has approved by resolution;

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

Section 1. The Board hereby delegates to the Manager of Facilities the purely ministerial duties of executing any and all documents necessary to accept delivery of, obtain title for, and properly register motor vehicles the purchase or lease of which the Board has approved by resolution.

Section 2. This Resolution shall take immediate effect upon passage.

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

**7
RESOLUTION NO. 16-383**

IN THE MATTER OF DECLARING THE NECESSITY TO ESTABLISH A NEW ROAD FROM CHESHIRE ROAD TO BERLIN STATION ROAD AND SETTING THE DATE AND TIME FOR A PUBLIC VIEWING AND HEARING:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following;

WHEREAS, Section 5553.02 of the Revised Code provides that a Board of County Commissioners may locate, establish, alter, widen, straighten, vacate, or change the direction of roads as provided in sections 5553.03 to 5553.16 of the Revised Code; and,

WHEREAS, the Delaware County Thoroughfare Plan, adopted December 18, 2002 contemplates extension of Piatt Road (Township Road 99) from its current terminus at Cheshire Road (County Road 72) in a northerly direction to Roloson Road; and,

WHEREAS, the Board of Education of the Olentangy Local School District intends to construct a new high school located on the south side of Berlin Station Road approximately one-quarter mile east of Gregory Road on three existing parcels totaling 83.76 acres, more or less (the “School Site”); and,

WHEREAS, the developer of a proposed single-family residential subdivision named Glenmead Subdivision has filed preliminary plans with the Regional Planning Commission and intends to establish and construct a portion of the Piatt Road extension within the bounds of the proposed subdivision; and,

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WHEREAS, the County Engineer recommends that for the public convenience and welfare, the Board extend Piatt Road from its current terminus at Cheshire Road in a northerly direction for a distance of approximately 1.11 miles to a point in Berlin Station Road in the northeastern corner of the School Site;

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

Section 1: The public convenience and welfare require establishment of an extension of Piatt Road (Township Road 99) extending from the current terminus at Cheshire Road (County Road 72) in a northerly direction for approximately 1.11 miles to a point in Berlin Station Road in the northeastern corner of the School Site; and,

Section 2: A viewing of the proposed improvement shall be held on **Thursday May 26, 2016 at 11:00 a.m.** at the Cheshire Elementary School, 2681 Gregory Road, Delaware, Ohio 43015; and,

Section 3: A public hearing to consider the proposed improvement will be held on **Thursday June 2nd, 2016 at 9:45 a.m.** in the Commissioner’s Hearing Room, 101 North Sandusky Street, Delaware, Ohio 43015.

Section 4. The Clerk of the Board is hereby directed to give notice of the viewing and hearing by publication in the Delaware Gazette once a week for two consecutive weeks, and is further directed to send written notice of the hearing by first class mail at least twenty days before the date of the public hearing to owners of property abutting upon that portion of the road to be established. Such notice shall be mailed to the addresses of such owners appearing on the County Auditor's current tax list or the Treasurer's mailing list.

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

8
RESOLUTION NO. 16-384

IN THE MATTER OF DONATING PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE TO THE DELAWARE COUNTY AGRICULTURAL SOCIETY:

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

WHEREAS, Delaware County currently owns certain personal property, specifically a 2002 Volvo Loader L90D, Asset #0210260002; a 1991 International 4900 chassis, Asset #4810310085; a 1991 International 4900 Chassis, Asset #4810310086, and a 1997 Talbert TBT-10 Trailer, Asset #4901210063 (the “Property”), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the “Board”) may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property’s value; and

WHEREAS, the Delaware County Agricultural Society has expressed a need for and can utilize the Property;

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

Section 1. The Board hereby approves the donation of the Property to the Delaware County Agricultural Society.

Section 2. Pursuant to section 307.12(D) of the Revised Code, the Board makes no determination of the value of the Property, and the Property shall be donated upon the condition that the Property is accepted “as is.”

Section 3. The County Administrator is hereby authorized to execute any documents necessary to complete the donation of the Property approved herein.

Section 4. The Clerk of the Board shall provide a certified copy of this Resolution to the President of the Delaware County Agricultural Society.

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

9
RESOLUTION NO. 16-385

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN SAWMILL 42 LAND GROUP, LLC AND THE BOARD OF DELAWARE COUNTY COMISSIONERS FOR SAWMILL PARKWAY:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Sawmill 42 Land Group, LLC for the project known as Sawmill Parkway.

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Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contract of sale and purchase with Sawmill 42 Land Group, LLC for the project known as Sawmill Parkway as follows:

**CONTRACT OF SALE AND PURCHASE OF
VACANT LAND / IMPROVEMENTS**

This Contract of Sale and Purchase of Vacant Land / Improvements (the "Contract") is made as of this 25th day of April 2016, between **SAWMILL 42 LAND GROUP, LLC**, whose address is 2338 US Hwy 42, Delaware, Ohio 43015 (hereinafter the "Seller"), and **BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO**, whose address is 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter the "Purchaser"). Seller and Purchaser are hereafter sometimes individually referred to as a "Party" and sometimes collectively referred to as the "Parties".

Background Information

- A. Sawmill 42 Land Group, LLC is the owner of a certain parcel of real property containing a total of 0.433 acres total, located in the City of Delaware, County of Delaware, State of Ohio, as more particularly described on **Exhibit A** which is attached hereto and by this reference made a part hereof (the "Property").
- B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller the Property on the terms and conditions set forth herein.

Statement of Agreement

In consideration of the mutual promises, agreements, and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

TERMS OF PURCHASE:

1. Purchaser promises and agrees to pay to the Seller the total sum of Nineteen Thousand, Seventy Six Dollars (\$19,076.00) which total sum to be paid the Seller pursuant to this Contract shall be in exchange and constitute the entire compensation for all of the following:
 - A. All title, rights, and interest in and to the Property;
 - B. For damages to any residual lands of the Seller;
 - C. For Seller's covenants herein; and
 - D. For any supplemental instruments necessary for the transfer of title.

It is understood and agreed that the Seller is responsible for all delinquent taxes and assessments on the Property, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the Property on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. Seller is also responsible for all future installments of special assessments levied and assessed against the Property, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the Property at the date of transfer. The Purchaser may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the Seller and any deficiency shall be the responsibility of the Seller.

2. The Closing shall occur at a time and place agreed upon between the Parties on the ___ day of _____, 201_ (the "Closing Date"). No later than ___ (__) days before the Closing Date, the Parties may, by mutual written agreement, further extend the Closing Date. All title and interest in the Property shall transfer from the Seller to the Purchaser and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all Parties to this Contract.
3. Seller agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this Contract, by a good and sufficient deed of limited warranty of title, to said Purchaser, its successors and assigns, the Property in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said Property and improvements.
4. Intentionally Omitted.
5. Seller further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the Property, necessary for the road, street, and/or highway project for which the Property was acquired.

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6. Seller further agrees to transfer, sell, and convey the Property and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions, the lien of real estate taxes not yet due and payable, the portion of the Property within any existing road right-of-way, restrictions, reservations, conditions, and easements of record.

7. Seller further agrees, wherever reasonably possible, to procure, record, and deliver to the Purchaser releases and cancellations of all interest in the title of the Property, including, but not limited to those held by tenants, lessees or others now in possession or in any manner occupying or having an interest in the Property, and all assessment claims against the Property.

8. Prior to acceptance by the Purchaser, the execution of this Contract by the Seller shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Purchaser's acceptance of this Contract within said period shall constitute a valid and binding Contract of Sale and Purchase.

9. Seller agrees that the Purchaser may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Contract.

10. Seller also agrees not to destroy, change, alter, or damage the existing character of the Property. The Seller understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the Property between execution of this Contract and the date the Purchaser takes possession of the Property and hereby agrees to indemnify the Purchaser for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the Property resulting from any cause whatsoever, prior to the date possession is surrendered to the Purchaser, the Seller agrees to restore the Property to the condition it was in at the time of the execution of this Contract by the Seller, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the Seller refuses to restore the Property to the condition it was in at the time of the execution of this Contract by the Seller or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this Contract by signed written notice to said Seller. In addition to the termination of the Contract, Purchaser hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the Purchaser. Nothing in this provision or this Contract shall be interpreted to limit the Purchaser from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the Seller completely vacates the Property, the Seller agrees to indemnify, save and hold the Purchaser, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, if caused by the Seller during the Seller's use and occupation of the Property, and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence caused by the Seller during the Seller's use or occupation of the Property. The Seller shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Purchaser or any of its officers, employees, agents, servants, representatives, and volunteers if caused by the Seller during the Seller's use and occupation of the Property, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

12. The Seller hereby acknowledges that the compensation or consideration specified in this Contract represents and is the full and total amount of compensation and consideration that the Seller will and is entitled to receive from the Purchaser in exchange for, in relation to, and in connection with the transfer of the Property. The Seller and the Seller's heirs, executors, administrators, successors, and assigns hereby forever release the Purchaser from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this Contract. The Seller hereby further forever releases the Purchaser from any and all claims the Seller, and the Seller's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the Property, costs associated with the transfer of the Property, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the Seller or the Seller's business as a result of relocating from the Property, for expenses related to the relocation of the Seller, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the Property.

13. This Contract shall be binding upon the Seller and the Seller's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Purchaser, its heirs, successors and assigns.

14. If any item, condition, portion, or section of this Contract 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 Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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

16. This Contract and its Attachments shall constitute the entire understanding and agreement between the Seller and the Purchaser, shall supersede all prior understandings and agreements relating to the subject matter hereof, and

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may only be amended in writing with the mutual consent and agreement of the Parties.

17. This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

Section 2. The Board approves a Purchase Order and Voucher for the above contract.

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

**10
RESOLUTION NO. 16-386**

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U16-057	Columbia Gas of Ohio	Freeman Road	Tie-in to existing gas
U16-058	WOW	Inverness Ave	Directional Bore
U16-059	WOW	Braumiller Road	Directional Bore
U16-060	WOW	Royal Dornoch Circle	Directional Bore

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

**11
RESOLUTION NO. 16-387**

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

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

Fund Transfers From	To	
22311611-5801 Workforce Investment Act/Transfers	22411603-4601 JFS Workforce/Interfund Revenues	\$ 72,736.65
22511607-5801 Children Services Fund/Transfers	22411604-4601 JFS Child Protection/Interfund Revenues	\$ 190,541.01

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

**12
RESOLUTION NO. 16-388**

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2017 TAXES:

It was moved by Mr. Benton, seconded by Mr. Merrell to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

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Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$163,997.68 to the County Auditor for 2017 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2017 Sewer Tax Assessments
To be certified by the Board of Commissioners on 4/25/16**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$55,295.70
66211904 – Alum Creek	\$97,628.70
66211906 – Tartan Fields	\$700.86
66211907 – Scioto Reserve	\$9,421.14
66211908 – Bent Tree	\$0.00
66211909 – Hoover Woods	\$151.20
66211910 – Scioto Hills	\$600.06
66211911 - Northstar	\$200.02
Total Assessments	\$163,997.68

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

**13
RESOLUTION NO. 16-389**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR VINMAR VILLAGE SECTION 2 SANITARY SEWER IMPROVEMENTS 2016:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following sanitary sewer improvement plan for Vinmar Village Section 2 Sanitary Sewer Improvements 2016 for submittal to the Ohio EPA for their approval.

WHEREAS, the Executive Director recommends the sanitary sewer improvement plan for Vinmar Village Section 2 Sanitary Sewer Improvements 2016 for submittal to the Ohio EPA for their approval.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer plan for Vinmar Village Section 2 Sanitary Sewer Improvements 2016 for submittal to the Ohio EPA for their approval.

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

**14
RESOLUTION NO. 16-390**

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR HARVEST POINT:

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

Whereas, the construction of new sanitary sewers at Harvest Point have been completed to meet sewer district requirements; and

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

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

Harvest Point	5,930 feet of 8- inch sewer	\$958,659.70
	12-ea. manholes	\$86,901.06

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

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

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

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider's agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

15

RESOLUTION NO. 16-391

**IN THE MATTER OF APPOINTING MEMBERS TO THE DELAWARE COUNTY LOCAL
CORRECTIONS PLANNING BOARD:**

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

WHEREAS, on December 20, 1999, the Delaware County Board of Commissioners adopted Resolution No. 99-1058, appointing and confirming individuals as representatives to the Delaware County Local Corrections Planning Board, pursuant to section 5149.34 of the Revised Code; and

WHEREAS, there are vacancies in a number of positions on the Local Corrections Planning Board; and
(see table below)

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Member	Representing	Term
Everett H. Krueger	Judge, Court of Common Pleas	Permanent
David M. Gormley	Judge, Court of Common Pleas	Permanent
David P. Sunderman	Judge, Municipal Court	Permanent
Marianne Hemmeter	Judge, Municipal Court	Permanent
Gary Merrell	County Commissioner	Permanent
Russell Martin	County Sheriff	Permanent
Carol Hamilton O'Brien	County Prosecuting Attorney	Permanent
Mark Corroto	Delaware City Prosecutor	Permanent
Darren Shulman	City of Delaware	Permanent
Seiji Kille	Public at-large	Two Years
Mohan Sachdeva	Public at-large	Two Years
Bruce Pijanowski	Delaware Police Department	Permanent
Mike Keller	Municipal Court Probation Office	Permanent
Pete Gentile	Adult Parole Authority	Permanent
Shelley Phan	Delaware County Jail	Permanent
Keith Boger	Criminal Defense Attorney	Permanent
Steve Hrytzik	Local Law Enforcement	Permanent
Joseph N. Perry	Adult Court Services	Permanent
Trish Wright	Delaware County Victim Services	Permanent
Mark Travis	Central Ohio Mental Health Center	Permanent
Craig Hill	Board of Developmental Disabilities	Permanent
Tony Williams	Recovery and Prevention Resources	Two Years
Steve Hedge	Mental Health Recovery Services Board	Permanent
David Ervin	West Central CBCF	Permanent
Dave Andrews	Chief Probation Officer- Juvenile Court	Two Years
Kassie Neff	Case Manager, Delaware County Jail	Two Years
Karin Humphrey	Public Representative, Victim of Crime	Two Years
Diane Linville	ACS Re-entry/ Program Specialist	Two Years
Rich Steele	Maryhaven	Two Years
James Himsworth	Faith-Based Consultant	Two Years
Lou Peryea	Faith-Based Consultant	Two Years

WHEREAS, in order to properly maintain the Local Corrections Planning Board, the Board of Commissioners wishes to confirm the existing members and appoint members to fill the vacancies on the Local Corrections Planning Board;

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

Section 1. The following individuals shall constitute the Delaware County Local Corrections Planning Board:

Members marked with an asterisk (*) may appoint a designee to serve in the member's place. Members with "Permanent" terms shall serve only until such time as he or she ceases to hold his or her current position with the office or entity represented as specified in this Resolution, whereupon a vacancy shall exist. Two year terms shall commence on July 1, 2015 and shall terminate on June 30, 2017.

Section 2. The Local Corrections Planning Board shall report any vacancies, in writing, to the Clerk of the Board of Commissioners, whereupon the Board of Commissioners shall appoint a member to fill the vacancy.

Section 3. The members of the Local Corrections Planning Board shall serve without any compensation.

Section 4. This Resolution shall supersede any previous action inconsistent with this Resolution and shall take effect immediately upon adoption.

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

16

RESOLUTION NO. 16-392

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE METROPOLITAN HOUSING AUTHORITY:

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

Whereas, The Delaware County Board of Commissioners is responsible to make appointments from the public to various boards, councils and committees; and

Therefore, be it resolved that the Delaware County Board of Commissioners at Delaware County, State of Ohio, appoint Kelley Harvey as a citizen member to the Delaware Metropolitan Housing Authority term beginning April 25, 2016 and ending February 22, 2021.

Section 1. The Board of Commissioners hereby approves the appointment of the following members to the Transit Board for the terms specified herein:

Appointee	Term Ends
Kelley Harvey	February 22, 2021

Section 2. The appointment approved in this Resolution shall take effect immediately upon adoption.

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

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RESOLUTION NO. 16-393

IN THE MATTER OF APPROVING THE RENEWAL AND ACCEPTANCE OF THE 2016 / 2017 PROGRAM COSTS BETWEEN THE COUNTY RISK SHARING AUTHORITY (CORSA) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

Whereas, the Assistant County Administrator / Director of Administrative Services recommends approval of the renewal with the County Risk Sharing Authority (CORSA) and acceptance of the 2016/2017 program costs;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the County Risk Sharing Authority (CORSA) Renewal;

Further Be It Resolved, that the Commissioners approve the Voucher to CORSA in the amount of \$334,940.00 from Organizational Key 60111901.

(Copy of agreement available in the Commissioners' Office until no longer of Administrative value).

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 MINUTES FROM REGULAR MEETING HELD APRIL 25, 2016

INVOICE

Board of Commissioners of Delaware County
 2016/2017 CORSA Program Costs

Loss Fund	\$185,621
Excess Insurance / Administrative Costs	\$181,910
Uninsured / Under Insured Motorists (UM/UIM) Current Limit: Coverage not provided	\$Excluded
TOTAL PROGRAM COSTS	\$367,531
 LESS: MEMBER EQUITY CREDIT	
Loss Fund Dividend	\$21,336
Loss Control Incentive Program	\$11,255
TOTAL MEMBER EQUITY CREDIT	\$32,591
 NET DUE CORSA	 \$334,940

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

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RESOLUTION NO. 16-394

10:00AM - IN THE MATTER OF OPENING PUBLIC HEARING # 1 FOR DELAWARE COUNTY'S PY 2016 COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing.

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

RESOLUTION NO. 16-395

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 1 FOR DELAWARE COUNTY'S PY 2016 COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing.

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

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ADMINISTRATOR REPORTS
Ferzan Ahmed

-We had several emails last week concerning the good job our EMS and Job and Family Services department were doing.

-It takes a team effort for the county to do so well; the CORSA renewal and the good standing to our loss prevention is a credit to Dawn Huston and her team; the fiscal health of our county is in part due to Si Kille and his diligence; Bob Lamb has several projects in the works; Mike Frommer responded promptly to an issue that occurred over the weekend.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Sad to report that Larry Cline passed away this past Thursday
- There will be a meeting on Thursday at Northgate Church from 4-7 PM concerning the 36/37 & I71 interchange

Commissioner Merrell

- Will be unavailable this Thursday for the Regional Planning meeting. Bob Lamb will fill in on his behalf.
- Condolences to the Cline family

Commissioner Lewis

- The Metro section of the Columbus Dispatch has a nice article with a photo of Larry Cline. Thoughts and prayers go out to his family

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RESOLUTION NO. 16-396

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

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:18 AM.

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

RESOLUTION NO. 16-397

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session at 10:32 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton