

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD OCTOBER 17, 2016

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

**Present:**  
 Jeff Benton, Vice President  
 Gary Merrell, Commissioner

**Absent:**  
 Barb Lewis, President

**1**  
 RESOLUTION NO. 16-1041

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 13, 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 October 13, 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              Absent              Mr. Benton              Aye

**2**  
 PUBLIC COMMENT

**3**  
 ELECTED OFFICIAL COMMENT

**4**  
 RESOLUTION NO. 16-1042

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1014:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1014 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
New Horizon	Job and Family Client Program	22311611-5348	\$ 8,000.00
Complete On Site	EMS Services	10011303-5328	\$10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1605159	PELTON ENVIRONMENTAL PRODUCTS	REPLACE DIFFUSER'S IN AERATION TANKS 4,5, AND 6	66611904-5428	\$77,666.33
R1605195	MS CONSULTANTS INC	PROF SERV- FUTURE WRF PROPERTY EVALUATION	66711901-5301	\$25,000.00
R1605198	EPCON COMMUNITIES	RETURN OF UNUSED INSPECTION FEES: COURTYARDS AT MAXTOWN	66211902-5319	\$8,124.00

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

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**5**

**RESOLUTION NO. 16-1043**

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

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

The Regional Sewer District is requesting that Cory Smith, Mark Chandler, Mike Frommer, Tiffany Maag, Chad Kidd, and Marshall Yarnell attend an OWEA Plant Operations and Lab Workshop in Columbus, Ohio on October 27, 2016 at a total cost of \$850.00 from org key 66211901-5305.

The Regional Sewer District is requesting that Mark Chandler, Cory Smith, and Lucas Baird attend a Fundamentals of Pumping Seminar in Mansfield, Ohio on December 6, 2016 at a total cost of \$255.00 from org key 66211901-5305.

The Regional Sewer District is requesting that Anthony Cooper, David Jordan, and Corey Johnson attend a Fundamentals of Pumping Seminar in Mansfield, Ohio on December 9, 2016 in Mansfield, Ohio at a total cost of \$255.00 from org key 66211901-5305.

The Regional Sewer District is requesting that Nick Eichensehr, Kris Fluty, and Scott Nichols attend a Fundamentals of Electrical Seminar in Mansfield, Ohio on December 7, 2016 at a total cost of \$255.00 from org key 66211901-5305.

The Regional Sewer District is requesting that Lucas Baird, Todd Ward, and Scott Faust attend a Fundamentals of Electrical Seminar in Mansfield, Ohio on December 8, 2016 at a total cost of \$255.00 from org key 66211901-5305.

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

**6**

**RESOLUTION NO. 16-1044**

**IN THE MATTER OF APPROVING A RETURN OF CASH ADVANCE FOR THE SOUTH OLD STATE IMPROVEMENT PROJECT:**

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

<b>Return of Advance of Cash</b>			
<b>From</b>		<b>To</b>	
29440431-8501		10040421-8401	\$500,000.00
S Old State Rd Improvement/Advances Out		Road & Bridge/Advances In	

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

**7**

**RESOLUTION NO. 16-1045**

**IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING SURETIES:**

It was moved by Mr. Merrell seconded by Mr. Benton to accept roads, approve recommended speed limits, establish stop conditions and release sureties for the following:

**Mirasol Section 1**

Whereas, The Engineer has reviewed the roadway construction of the road within the referenced subdivision and finds it to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadway within the referenced subdivision be accepted into the public system.

- An extension of 0.17 mile to Township Road Number 1421, Rammelsberg Drive

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer further requests that stop conditions be established at the following intersections:

- On Township Road Number 1421, Rammelsberg Drive, at its intersection with Township Road Number 1654, Via Florenza Drive

The Engineer also requests approval to return the surety being held as maintenance surety to the owner, Romanelli and Hughes Building Company.

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**Nelson Farms Section 2, Phase B**

Whereas, The Engineer has reviewed the roadway construction of the road within the referenced subdivision and finds it to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadway within the referenced subdivision be accepted into the public system.

The roadway to be accepted is as follows:

- An addition of 0.24 mile to Township Road Number 1637, Forestview Lane

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the surety being held as maintenance surety to the owner, Nelson Farms Associates, LLC.

**The Inn at Bear Trail**

Whereas, The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system.

The roadways to be accepted are as follows:

- Hayworth Drive, to be known as Township Road Number 1648
- Monroe Drive, to be known as Township Road Number 1649

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer further requests that stop conditions be established at the following intersections:

- On Township Road Number 1648, Hayworth Drive, at its intersection with County Road 10, Old State Road

The Engineer also requests approval to return the surety being held as maintenance surety to the owner, Inn at Bear Trail Limited.

**London Crossing**

Whereas, The Engineer has reviewed the roadway construction of the road within the referenced subdivision and finds it to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadway within the referenced subdivision be accepted into the public system.

The roadway to be accepted is as follows:

- Elise Lane, to be known as Township Road Number 1650

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer further requests that stop conditions be established at the following intersections:

- On Township Road Number 1650, Elise Lane, at its intersection with Township Road Number 111, Freeman Road

The Engineer also requests approval to return the surety being held as maintenance surety to the owner, Romanelli and Hughes Building Company.

**Vinmar Village Section 1**

Whereas, The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system.

- Olivero Drive, to be known as Township Road Number 1651
- Mariposa Drive, to be known as Township Road Number 1652
- Grace Court, to be known as Township Road Number 1653

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer further requests that stop conditions be established at the following intersections:

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- On Township Road Number 1651, Olivero Drive, at its intersection with County Road Number 24, South Old 3C Road
- On Township Road Number 1652, Mariposa Drive, at its intersection with Township Road Number 1651, Olivero Drive
- On Township Road Number 1653, Grace Court, at its intersection with Township Road Number 1652, Mariposa Drive

The Engineer also requests approval to return the surety being held as maintenance surety to the owner, Vinmar Investments, Ltd.

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

**8**

**RESOLUTION NO. 16-1046**

**IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR NORTHSTAR SECTION 3, PHASE A; NORTHSTAR SECTION 3, PHASE B; AND WILSON ROAD IMPROVEMENTS FOR NORTHSTAR SECTION 3:**

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

**Owner’s Agreement for Northstar Section 3, Phase A**

**OWNER’S AGREEMENT**  
**PROJECT NUMBER: 13022**

**THIS AGREEMENT**, executed on this 17<sup>th</sup> day of October 2016 between **NATIONWIDE REALTY**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTHSTAR SECTION 3, PHASE A**, further identified as Project Number 13022 is governed by the following considerations to wit:

Said **OWNER** 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, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-FOUR THOUSAND DOLLARS (\$44,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon

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completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

**In consideration whereof**, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,096,900
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 109,700
INSPECTION FEE DEPOSIT	\$ 44,000

**Northstar Section 3, Phase B**

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 6031**

**THIS AGREEMENT**, executed on this 17<sup>th</sup> day of October 2016 between **NATIONWIDE REALTY**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTHSTAR SECTION 3, PHASE B**, further identified as Project Number 6031 is governed by the following considerations to wit:

Said **OWNER** 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, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.

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2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTY-EIGHT THOUSAND DOLLARS (\$58,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

**Upon completion of construction**, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

**Acceptance of the project** into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**Should the OWNER become unable to carry out the provisions of this AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

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In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$1,548,400
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 145,900
INSPECTION FEE DEPOSIT	\$ 58,000

**Wilson Road Improvements for Northstar Section 3**

**OWNER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 17<sup>th</sup> day of October 2016 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **NATIONWIDE REALTY**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **WILSON ROAD IMPROVEMENTS FOR NORTHSTAR SECTION 3** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWO MILLION SEVEN HUNDRED TWENTY THOUSAND TWO HUNDRED DOLLARS (\$2,720,200)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**". Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **FIFTY-FIVE THOUSAND DOLLARS (\$55,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** **no later than December 1, 2017**, and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER'S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

**9**

**RESOLUTION NO. 16-1047**

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS APPOINTING COUNTY PREVENTION SPECIALISTS TO THE OHIO CHILDREN’S TRUST FUND CENTRAL OHIO CHILD ABUSE AND CHILD NEGLECT REGIONAL PREVENTION COUNCIL:**

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

WHEREAS, pursuant to section 3109.172 of the Revised Code, the Delaware County Board of Commissioners may appoint two county prevention specialists to the Ohio Children’s Trust Fund Regional Prevention Council; and

WHEREAS, the Delaware County Family and Children First Council recommends that the following individual be considered for county prevention specialists to represent Delaware County for appointments to the Central Ohio Child Abuse and Child Neglect Regional Prevention Council:

-Sandy Honigford, Assistant Director Delaware County Department of Job and Family Services, acting in her capacity as Assistant Director for Delaware County’s Children’s Services.

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

Section 1. The Board hereby appoints Sandy Honigford, Assistant Director Delaware County Department of Job and Family Services acting in her capacity as Assistant Director for Delaware County’s Children’s Services, as a county prevention specialist to represent Delaware County.

Sandy Honigford  
Assistant Director  
Delaware County Department of Job & Family Services  
140 North Sandusky Street  
Delaware, Ohio 43015  
740-833-2367  
Email: [Sandy.Honigford@jfs.ohio.gov](mailto:Sandy.Honigford@jfs.ohio.gov)

Section 3. In accordance with OAC 5101:5-1-03(C), the Clerk is directed to submit a copy of this Resolution, along with a resume, curriculum vitae, or short biography of the appointees named in Sections 1 and 2 hereof, to the Ohio Children’s Trust Fund for confirmation of the appointments.

Section 4. The appointments approved herein shall be effective upon confirmation by the Ohio Children’s Trust Fund and shall be for a period of two years, with the term to be specified in the appointment confirmation.

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

**10**

**RESOLUTION NO. 16-1048**

**IN THE MATTER OF ESTABLISHMENT OF A GUIDELINE FOR STORAGE AT THE DELAWARE COUNTY RECORDS CENTER:**

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

WHEREAS, Ohio Revised Code 307.01 outlines the power of the Board of County Commissioners regarding County buildings, offices and equipment; and

WHEREAS, the Delaware County Records Center has been storing county records since 1991, and other entities have inquired about the availability for storage space; and

WHEREAS, in Resolution 16-01 the Delaware County Records Commission recommends that the only material to be stored at the Records Center be that material subject to the responsibility of the county government; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby establishes a guideline that the Records Center shall be limited to storing material subject to the responsibility of the county government;

BE IT FURTHER RESOLVED that, upon approval of this guideline by the Delaware County Board of Commissioners, the Delaware County Records Center staff shall administer and enforce the guideline.



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

**11**

**RESOLUTION NO. 16-1049**

**IN THE MATTER OF ASSENTING TO THE DESIGNATION OF THE DELAWARE COUNTY RECORDS COMMISSION AS THE RECORDS COMMISSION FOR THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT:**

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

WHEREAS, pursuant to section 149.412(B) of the Revised Code, a special taxing district, the territory of which is coextensive with the territorial limits of a county, upon mutual assent between the special taxing district and the board of county commissioners, may designate the county records commission as the records commission for the special taxing district, and such a designation authorizes the county records commission to exercise all of the duties and responsibilities of a special taxing district records commission; and

WHEREAS, the Delaware Soil and Water Conservation District is a special taxing district for Delaware County subject to section 149.412 of the Revised Code; and

WHEREAS, the Delaware Soil and Water Conservation District has, pursuant to its Resolution 16-0627 adopted on June 21, 2016, requested that the Delaware County Records Commission be designated as the records commission for the Delaware Soil and Water Conservation District; and

WHEREAS, in Resolution 16-02, the Delaware County Records Commission accepted such designation, contingent upon this Board’s assent;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby assents to the designation of the Delaware County Records Commission as the Records Commission for the Delaware Soil and Water Conservation District.

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

**12**

**RESOLUTION NO. 16-1050**

**IN THE MATTER OF RENEWING THE CONTRACT FOR SNOW REMOVAL SERVICES FOR THE DELAWARE COUNTY:**

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

WHEREAS, Delaware County awarded the bid and contracted with B & L Packrat LLC effective on December 1, 2013 for snow removal services; and

WHEREAS, per the terms of the bid contract, it may be renewed if agreed upon by both parties for three (3) additional one (1) year periods; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the renewal of the contract with B&L Packrat, LLC, for snow removal services for Delaware County for the second one (1) year period at the current rates.

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

**13**

**RESOLUTION NO. 16-1051**

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 3 FOR THE OECC NORTH PLANT MOTOR CONTROL CENTER UPGRADE:**

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

Whereas, Vaughn Industries, LLC is currently under contract to complete the OECC Motor Control Center Upgrade Project; and

Whereas, demolition of existing utilities is necessary beyond the original utility relocation allowance;

Whereas, installation of fiber optic cable is necessary for integration of new equipment into the SCADA network and additional wire and conduit is necessary for the operation of improvements;

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Whereas, additional construction of pipe support has been determined necessary for safety and operation during construction;

Whereas, updates to buildings and electrical panels have been determined necessary by local electrical and fire department inspections;

Whereas, there is an increase in the contract cost of \$38,118.63; and

Whereas, there is a 90 day extension in the contract time; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 3.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 3 for the OECC North Plant MCC Upgrade and authorize the Sanitary Engineer to sign the Change Order document.

FURTHERMORE, Be It Resolved that the Board of County Commissioners approve an increase to purchase order P1602033 with Vaughn Industries LLC in the amount of \$38,118.63.

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

**14**

**RESOLUTION NO. 16-1052**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR SHERIFF OFFICE:**

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

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
10031301-5320	10031301-5450	40,000.00
Sheriff Deputies/Computer Service	Sheriff Deputies/Capital Equipment	

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

**15**

**RESOLUTION NO. 16-1053**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR ECONOMIC DEVELOPMENT:**

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

**Supplemental Appropriations**

21011113-5001	Joint Economic Development/Compensation	1,000.00
21011113-5101	Joint Economic Development/Health Insurance	11,955.00

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

**16**

**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator

- Attended the annual Alpha Group banquet on Thursday.
- Would like to congratulate the Oklahoma Sooners (and Gary Merrell) on their win over Kansas State Saturday.
- Would like to have Chief Schuiling, Delaware County EMS come to the podium to introduce members of the Disaster Medical Assistance Services Team.

**17**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

-No reports

Commissioner Benton

-The Finance Authority will be holding a strategic planning retreat on Wednesday.

**18**

**RESOLUTION NO. 16-1054**

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

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It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 9:50 AM.

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

**RESOLUTION NO. 16-1055**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 10:05 AM.

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

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners