

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD NOVEMBER 21, 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

Absent:
 Gary Merrell, Commissioner

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 RESOLUTION NO. 16-1187

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 17, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 17, 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 Absent Mrs. Lewis Aye Mr. Benton Aye

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 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 16-1188

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1118, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1118 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1118:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1118, memo transfers in batch numbers MTAPR1118, Procurement Card Payments in batch number PCAPR1118 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1605585	WHITAKER CONTRACTING LLC	WHITFIELD HOME REPAIR CHIP GRANT	23111711 - 5365	\$8,900.00
R1605587	CROUCH ENTERPRISES LLC	OWEN HOME REPAIR CHIP GRANT	23111711 - 5365	\$11,350.00

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

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 RESOLUTION NO. 16-1189

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners Office is requesting that Jane Hawes attend a Communications Strategies Conference in Columbus, Ohio January 20, 2017; at the cost of \$80.80 (fund number 10011139)

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

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RESOLUTION NO. 16-1190**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR NORTH FARMS SECTION 8 AND NORTH FARMS SECTION 4:**

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

North Farms Section 8

Whereas, M/I HOMES of Central Ohio LLC. has submitted the Plat of Subdivision ("Plat") for **North Farms Section 8**, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 3, 2016; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on September 23, 2016; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on October 5, 2016; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on October 11, 2016; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on November 1, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for **North Farms Section 8**.

North Farms Section 8

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Located In Farm Lot 11, Quarter Township 2, Township 3, Range 18, United States Military Lands, And Containing 8.910 Acres Of Land Being Part Of A 20.272 Acre Parcel Conveyed To M/I Homes Of Central Ohio, LLC. An Ohio Limited Liability Company Of Record In Deed Book 1437, Page 656.
Cost: \$57.00

North Farms Section 4

Whereas, M/I HOMES of Central Ohio LLC. has submitted the Plat of Subdivision ("Plat") for **North Farms Section 4**, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 3, 2016; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on September 23, 2016; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on October 5, 2016; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on October 11, 2016; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on November 1, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for **North Farms Section 4**.

North Farms Section 4

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Located In Farm Lot 10, Quarter Township 11, Township 3, Range 18, United States Military Lands, And Containing 11.362 Acres Of Land Being Part Of A 20.272 Acre Parcel Conveyed To M/I Homes Of Central Ohio, LLC. An Ohio Limited Liability Company Of Record In Deed Book 1437, Page 656.
Cost: \$75.00

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

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RESOLUTION NO. 16-1191

IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS, AND RELEASING SURETIES FOR TRAIL'S END SECTION 2 PHASE A & B AND OLENTANGY FALLS EAST SECTION 1:

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

WHEREAS, The Engineer has reviewed the construction of the roads within the following subdivisions,

- **Trail's End Section 2 Phase A & B**
- **Olentangy Falls East Section 1**

WHEREAS, the Engineer finds that the new roads within said subdivisions have been constructed in accordance with the approved plans and specifications and has determined the appropriate stop conditions and speed limits for the new roads, and further recommends that any maintenance bonds being held for the same should be released:

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

Trail's End Section 2 Phase A & B

Section 1: The following roadways within the Project are hereby made a part of the public roadway system:

- An extension of 0.16 mile to Township Road Number 1668, Dickerson Place
- An extension of 0.02 mile to Township Road Number 1636, Kearney Way
- Dartmoor Lane, to be known as Township Road Number 1664
- An extension of 0.10 mile to Township Road Number 1635, Guilford Road
- McNamara Drive, to be known as Township Road Number 1665
- Kasson Lane, to be known as Township Road 1667

Section 2: All roads listed above shall have a speed limit of 25 mile per hour; and

Section 3: The following roads shall have stop conditions as follows:

- On TR 1668 Dickerson Place at its intersection with TR 1664 Dartmoor Lane
- On TR 1665 McNamara Drive at its intersection with TR 1635 Guilford Road
- On TR 1667 Kasson Lane at its intersection with TR 1664 Dartmoor Lane; and

Section 4: The Bond held as maintenance surety shall be returned to the owner, Edwards Land Company.

Olentangy Falls East Section 1

Section 5: The following roadways within the Project are hereby made a part of the public roadway system:

- An extension of 0.17 mile to Township Road Number 1538, Clear Brook Lane
- Briar Drive, to be known as Township Road Number 1662
- Laurel Lane, to be known as Township Road Number 1663
- Regency Bend, to be known as Township Road 1661
- Benton Lane, to be known as Township Road 1660; and

Section 6: All roads listed above shall have a speed limit of 25 mile per hour; and

Section 7: The following roads shall have stop conditions as follows:

- On TR 1663 Laurel Lane at its intersection with TR 1661 Regency Bend.
- On TR 1660 Benton Lane at its intersection with CR 123 Hyatts Road.
- On TR 1660 Benton Lane at its intersection with TR 1661 Regency Bend; and

Section 8: The Bond held as maintenance surety shall be returned to the owner, Rockford Homes.

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

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RESOLUTION NO. 16-1192

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IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:

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

Weight Limit Reductions

Whereas, The Ohio Revised Code, **Section 5577.07**, provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic, and

Whereas, the Engineer recommends and requests that the Board reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with **Section 5577.07** of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

Therefore, Be It Resolved, that the Board of Commissioners reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with Section 5577.07 of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

2017 POSTED ROADS

COUNTY/TWP ROAD	#	ROAD NAME	BEGIN LIMIT	END LIMIT
TOWNSHIP	33	ALEXANDER		
TOWNSHIP	102	ARMSTRONG		
TOWNSHIP	107	BALE KENYON		
TOWNSHIP	66	BEACOM		
TOWNSHIP	140	BEAN OLLER		
TOWNSHIP	92	BRAUMILLER		
TOWNSHIP	141	BUNTY STATION		
TOWNSHIP	165	BURNT POND	US 36	FONTANELLE
TOWNSHIP	193	BUTTERMILK HILL		
TOWNSHIP	152	CALHOUN		
TOWNSHIP	166	CARR		
TOWNSHIP	334	CARRIAGE		
TOWNSHIP	63	CHAMBERS		
TOWNSHIP	139	CLARK SHAW		
TOWNSHIP	129	CONCORD	HARRIOTT	COOK
TOWNSHIP	132	COOK		
TOWNSHIP	167	DEGOOD		
TOWNSHIP	35	DOMIGAN		
TOWNSHIP	135	DUFFY		
TOWNSHIP	55	EAST LIBERTY NORTH		
TOWNSHIP	142	FORD		
TOWNSHIP	164	FONTANELLE		
TOWNSHIP	143	FRESHWATER		
TOWNSHIP	262	FRY		
TOWNSHIP	33	GOLF COURSE		
TOWNSHIP	171	HOUSEMAN		
TOWNSHIP	216	HUDSON		
TOWNSHIP	156	JACKTOWN		
TOWNSHIP	73	JOE WALKER		
TOWNSHIP	60	JUSTAMERE		
TOWNSHIP	149	KLONDIKE		
TOWNSHIP	61	LANE		
TOWNSHIP	155	LARCOMB		
TOWNSHIP	133	MERCHANT		
TOWNSHIP	59	MOODY		
TOWNSHIP	160	NEWHOUSE		
TOWNSHIP	256	OLMSTEAD		
TOWNSHIP	114	ORANGE, W	SR 315	US 23
TOWNSHIP	142	OWEN FRALEY		
TOWNSHIP	50	PATRICK	TRENTON TWP	FREDRICKS
TOWNSHIP	56	PEERLESS		
TOWNSHIP	196	PENRY		

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TOWNSHIP	54	PLANTATION		
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG	OLIVE GREEN
TOWNSHIP	161	RUSSELL		
TOWNSHIP	122	RUTHERFORD		
TOWNSHIP	121	SELDOM SEEN	STATE ROUTE 257	SAWMILL PARKWAY
TOWNSHIP	258	SHORTCUT		
TOWNSHIP	162	SMART		
TOWNSHIP	168	SLOCUM		
TOWNSHIP	125	STEITZ	RUTHERFORD	HOME
TOWNSHIP	156	STOVER		
TOWNSHIP	58	TRIMMER		
TOWNSHIP	57	ULERY	SR 656	PORTER CENTRAL
TOWNSHIP	173	WARREN		
TOWNSHIP	56	WILSON	CARTERS CORNER	SR 61

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

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RESOLUTION NO. 16-1193

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

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

Permit #	Applicant	Location	Type of Work
U16-202	AEP	Gregory Road	Replace existing poles
U16-203	Del-Co Water	Bale Kenyon Road	Road bore and install waterline
U16-204	Suburban Natural Gas	Worthington Road	Lay gas main
U16-205	Suburban Natural Gas	Lewis Center Road	Lay gas main
U16-206	Suburban Natural Gas	Bale Kenyon Road	Lay gas main
U16-207	Consolidated Electric	Lackey Old State	Install 6" duct
U16-208	Columbia Gas	Rutherford Road	Install gas main

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

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RESOLUTION NO. 16-1194

IN THE MATTER OF APPROVING THE PIPELINE RELOCATION AND REIMBURSEMENT AGREEMENT BY AND BETWEEN COLUMBIA GAS OF OHIO, INC., AND DELAWARE COUNTY:

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

Whereas, The Engineer recommends approving the Pipeline Relocation and Reimbursement Agreement by and between Columbia Gas of Ohio, Inc., and Delaware County;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Pipeline Relocation and Reimbursement Agreement by and between Columbia Gas of Ohio, Inc., and Delaware County:

**Pipeline Relocation and Reimbursement Agreement
Job Order No. 14-0087444-00**

This Pipeline Relocation Agreement ("Agreement") is made as of the 21st of November 2016, by and between Columbia Gas of Ohio, Inc., an Ohio corporation with offices at 3550 Johnny Appleseed Ct., Columbus, Ohio 43231, hereinafter referred to as ("Columbia"), and Delaware County, whose address is 50 Channing St., Delaware, Ohio 43015, hereinafter referred to as ("Requestor"). Columbia and Requestor are each a "Party" and collectively referred to as "the Parties."

Witnesseth

WHEREAS, Columbia owns and operates an eight inch (8") pipeline, located on Sunbury Rd., in Westerville,

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Delaware County, Ohio; and

WHEREAS, Requestor wishes to have a portion of the pipeline and any related pipeline facilities relocated in order to permit certain construction or other activity in the vicinity of said pipeline, and Columbia is willing to relocate a portion of the pipeline subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Requestor requests relocation of Columbia's pipeline and any related pipeline facilities, and Columbia agrees to perform such relocation, as follows: the lowering of one, one hundred and fifty foot (150') section of eight foot (8') PMMP; to be directionally bored in the grass on the west edge of Sunbury Rd. between Lake Dr. and Seashell Ct. Requestor shall pay one hundred percent (100%) of any and all direct and indirect costs associated with the pipeline relocation.
2. Requestor shall deposit the sum of \$0 (the "Deposit") with Columbia, and pay a sum of twenty thousand one hundred sixty-seven dollars (\$20,167.00) (the "Estimated Sum") at the completion of work, which sum is an estimated cost of relocating Columbia's pipeline. Said cost of relocation shall include any and all costs including, but not limited to, cost of right-of-way acquisition, permit fees, materials, contractor mobilization, and labor. Requestor acknowledges and agrees that the Estimated Sum is based upon both the information available and circumstances known to Columbia as of the date of the execution of this Agreement. Requestor further agrees and acknowledges that the Estimated Sum may be increased, pursuant to this Paragraph 2 and Paragraph 3 below. If Requestor cancels or postpones its contemplated construction project or other activity, Requestor shall reimburse Columbia for all costs (direct and indirect) expended or obligated at the time of cancellation or postponement, including costs which may have to be expended to restore the Requestor's, Columbia's or any third party's premises to their original condition. Any such costs which exceed the Estimated Sum shall be payable by Requestor immediately upon notice from Columbia. Notwithstanding any other provision of this Agreement, if the pipeline relocation is not completed within twelve (12) months of the execution of this Agreement, Columbia reserves the right to increase the Estimated Sum. Upon notice from Columbia, Requestor shall promptly pay such additional sum to Columbia.
3. Upon execution of this Agreement by both Parties, Columbia agrees to begin plans for said pipeline relocation. Columbia will physically relocate said pipeline and any related pipeline facilities as mutually agreed only when all necessary rights-of-way have been secured and all material is available. Columbia will not commence the relocation project until such time as such pipeline relocation work will not impair the operation of Columbia's gas distribution system or its service to its customers. Columbia is not responsible for any Requestor losses of any kind resulting from work delays or cancellation, or delay or refusal by a governmental entity to issue any necessary permit. This Agreement may be suspended, the Estimated Sum may be increased by Columbia, or the terms of this Agreement renegotiated by Columbia, due to adverse digging or soil (e.g. ledge, hazardous materials, etc.) conditions, or delay or denial of necessary permits.
4. Upon Columbia's request, Requestor agrees to enter into a Right of Way Agreement with Columbia in which Requestor shall grant to Columbia all necessary easements or rights of way on property owned by Requestor at no cost to Columbia. Requestor shall also cooperate with and compensate Columbia for acquiring any necessary easements or rights of way on property owned by third parties that are not in a public street or way. Columbia shall not be obligated to undertake the pipeline relocation and this Agreement shall be terminated at the sole discretion of Columbia if: (i) Requestor fails to timely enter into the Right of Way Agreement with Columbia, referenced above; or (ii) Columbia is not able to obtain necessary third party easements or rights of way upon terms and conditions (including cost) agreeable to Columbia. In the event of such termination, Requestor shall be responsible for all costs expended by Columbia and/or which Columbia is obligated to expend in connection with the relocation project and the termination of such project. Any such costs which exceed the Estimated Sum shall be payable by Requestor immediately upon notice from Columbia.
5. To the extent any portion of the pipeline relocation occurs on Requestor's property or property it or an affiliate controls, the Requestor at its own expense, shall (i) respond to reasonable requests of Columbia, its representatives and any governmental authorities or administrative agencies to provide all necessary information describing the physical characteristics of the property, including surveys, site elevations, legal and other required investigations and the like which it may have now or in the future; (ii) mark and identify for Columbia, the correct locations of all underground facilities (e.g., septic systems, sprinkler systems, water lines electric lines, propane tanks and lines, etc.) owned by the Requestor and/or others at or about the property; (iii) notify Columbia of any condition on or about the property which could affect the work contemplated hereunder; and (iv) cooperate with Columbia to obtain all necessary approvals, site plan reviews, permits, required for Columbia to carry out its work and obligations hereunder. Columbia shall not be obligated to undertake the pipeline relocation and this Agreement shall be terminated at the discretion of Columbia if Requestor fails to satisfy its obligations as set forth in this Section 5. In the event of such termination, Requestor shall be responsible for all costs expended by Columbia and/or which Columbia is obligated to expend in connection with the relocation project and the termination of such project. Any such costs which exceed the Estimated Sum shall be payable by Requestor immediately upon notice from Columbia.
6. Upon completion of said pipeline relocation, Columbia shall, within a reasonable time, submit to

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Requestor a statement showing the actual cost thereof. If the actual (direct and indirect) cost of said pipeline relocation is more than the amount of the Estimated Sum, Requestor shall promptly pay the difference between the actual costs and the Estimated Sum, to Columbia. Requestor will make such reimbursement payment to Columbia within thirty (30) days of receipt of the invoice. Late payments will bear interest at a rate of 1.0% a month, which equals an annual percentage rate of 12%. If the actual cost is less than the Estimated Sum, Columbia shall promptly return to Requestor the difference between the Estimated Sum and, the actual costs. If the actual cost is more than the Estimated Sum stated herein, Columbia shall submit documentation supporting the actual cost, and the Requestor shall pay such additional amount.

7. In no event shall Columbia be liable to the Requestor or any other party for any indirect, consequential, punitive, or special damages, by reason of any services performed, or undertaken to be performed hereunder.

8. All questions with respect to the interpretation and construction of this Agreement and the rights and liabilities of the Parties hereunder shall be determined in accordance with the applicable laws of Ohio without regard to the law of conflicts or any choice of law provisions that would direct the application of the laws of another jurisdiction. Any legal action or in any way related to or arising from this Agreement shall be brought and heard only in a court of competent jurisdiction located in Delaware County, Ohio. This Agreement contains the entire agreement between the Parties concerning the relocation work, and no modification of this Agreement will be binding unless approved in writing by both Parties. Requestor may not assign this Agreement without express written consent from Columbia. Such consent may be withheld by Columbia in its sole discretion. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. No provision of this Agreement shall be interpreted more or less favorably towards either Party because its counsel drafted all or a portion hereof.

Requestor represents and warrants that it has requisite authority to enter into this Agreement and that its representative signing this Agreement is authorized to bind and obligate the Requestor to the terms of this Agreement. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one instrument. Facsimile and pdf signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

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

**11
RESOLUTION NO. 16-1195**

**IN THE MATTER OF APPROVING THE PIPE RELOCATION AGREEMENT BY AND BETWEEN
SUBURBAN NATURAL GAS COMPANY, AND DELAWARE COUNTY:**

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

Whereas, The Engineer recommends approving the Pipe Relocation Agreement by and between Suburban Natural Gas Company, and Delaware County;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Pipe Relocation Agreement by and between Suburban Natural Gas Company, and Delaware County:

Pipeline Relocation Agreement

This Pipe Relocation Agreement ("Agreement") is made as of the 21st day of November 2016, by and between Suburban Natural Gas Company, an Ohio corporation with offices at 2626 Lewis Center Road, Lewis Center, Ohio 43035, hereinafter referred to as "Suburban," and Delaware County, whose address is 50 Channing Street, Delaware, Ohio 43015, hereinafter referred to as "Requestor." Suburban and Requestor are each a "Party" and collectively referred to as "the Parties."

Witnesseth

WHEREAS, Suburban owns and operates a 4 inch pipeline, located within easement adjacent to Old State Road and, in Orange Township, Delaware County, Ohio; and

WHEREAS, Requestor wishes to have a portion of the pipeline and any related pipeline facilities relocated in order to permit certain construction or other activity in the vicinity of said pipeline, and Suburban is willing to relocate a portion of the pipeline subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to

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be legally bound, the Parties hereby agree as follows:

1. Requestor requests relocation of Suburban's pipeline and any related pipeline facilities as follows: relocation of existing 4-inch gas mainline within easement to avoid conflicts with proposed building construction. The relocation will involve approximately 9,490 feet of gas main installation along Old State Road. Requestor shall pay one hundred percent (100%) of any and all direct and indirect costs associated with the pipeline relocation.
2. Requestor shall deposit the sum of \$731,370.75 (the "Deposit") with Suburban, which sum is an estimated cost of relocating Suburban's pipeline. Said cost of relocation shall include any and all costs including, but not limited to, cost of right-of-way acquisition, permit fees, materials, contractor mobilization, and labor. Requestor acknowledges and agrees that the Deposit is based: upon both the information available and circumstances known to Suburban as of the date of the execution of this Agreement. Requestor further agrees and acknowledges that the Deposit may be increased, pursuant to this Paragraph 2 and Paragraph 3 below. If Requestor cancels or postpones its contemplated construction project or other activity, Requestor shall reimburse Suburban for all costs (direct and indirect) expended or obligated at the time of cancellation or postponement, including costs which may have to be expended to restore the Requestor's, Suburban's or any third party's premises to their original condition, all such amounts to be deducted from the Deposit. Any such costs which exceed the Deposit shall be payable by Requestor immediately upon notice from Suburban. Notwithstanding any other provision of this Agreement, if the pipeline relocation is not completed within 24 months of the execution of this Agreement, Suburban reserves the right to increase the Deposit. Upon notice from Suburban, Requestor shall promptly pay such additional sum to Suburban. Suburban may retain the Deposit until the completion of the work contemplated under this Agreement. Unless otherwise required by law or order of any governmental body having jurisdiction over Suburban, Suburban shall not be required to pay interest, carrying charges, or any other amounts related to the Deposit.
3. Upon execution of this Agreement by both Parties and the receipt of the Deposit: from Requestor, Suburban agrees to begin plans for said pipeline relocation, Suburban will physically relocate said pipeline and any related pipeline facilities as mutually agreed only when all necessary rights-of-way have been secured and all material is available. Suburban will not commence, the relocation project until such time as such pipeline relocation work will not impair the operation of Suburban's gas distribution system or its service to its customers. Suburban is not responsible for any Requestor losses of any kind resulting from work delays or cancellation, or delay or refusal by a governmental entity to issue any necessary permit. This Agreement may be suspended, the Deposit amount may be increased by Suburban, or the terms of this Agreement renegotiated by Suburban, due to adverse digging or soil (e.g. ledge, hazardous materials, etc.) conditions, or delay or denial of necessary permits.
4. Upon Suburban's request, Requestor agrees to enter into a Right of Way Agreement with Suburban in which Requestor shall grant to Suburban all necessary easements or rights of way on property owned by Requestor at no cost to Suburban, Requestor shall also cooperate with and compensate Suburban for acquiring, any necessary easements or rights of way on property owned by third parties that are not in a public street or way. Suburban shall not be obligated to undertake the pipeline relocation and this Agreement shall be terminated at the sole discretion of Suburban if: (i) Requestor fails to timely enter into the Right of Way Agreement with Suburban, referenced above; or (ii) Suburban is not able to obtain necessary third party easements or rights of way upon terms and conditions (including cost) agreeable to Suburban. In the event of such termination, Requestor shall be responsible for all costs expended by Suburban and/or which Suburban is obligated to expend in connection with the relocation project and the termination of such project. Any such costs which exceed the Deposit shall be payable by Requestor immediately upon notice from Suburban.
5. To the extent any portion of the pipeline relocation occurs on Requestor's property or property it or an affiliate controls, the Requestor at its own expense, shall (i) respond to reasonable requests of Suburban, its representatives and any governmental authorities or administrative agencies to provide all necessary information describing the physical characteristics of the property, including surveys, site elevations, legal and other required investigations and the like which it may have now or in the future; (ii) mark and identify for Suburban, the correct locations of all underground facilities e.g., septic systems, sprinkler systems, water lines electric lines, propane tanks and lines, etc) owned by the Requestor and/or others at or about the property; (iii) notify Suburban of any condition on or about the property which could affect the work contemplated hereunder and (iv) cooperate with Suburban to obtain all necessary approvals, site plan reviews, permits, required for Suburban to carry out its work and obligations hereunder. Suburban shall not be obligated to undertake the pipeline relocation and this Agreement shall be terminated at the discretion of Suburban if Requestor fails to satisfy its obligations as set forth in this Section 5. In the event of such termination, Requestor shall be responsible for all costs expended by Suburban and/or which Suburban is obligated to expend in connection with the relocation project and the termination of such project. Any such costs which exceed the Deposit shall be payable by Requestor immediately upon notice from Suburban.
6. Upon completion of said pipeline relocation, Suburban shall, within a reasonable time, submit to Requestor a statement showing the actual cost thereof. If the actual (direct and indirect) cost of said pipeline relocation is more than the amount of the Deposit, Requestor shall promptly pay the difference between the actual costs and the Deposit, to Suburban. Requestor will make such reimbursement payment to Suburban within thirty (30) days of receipt of the invoice. Late payments will bear interest at a rate of 1.0% a month, which equals an annual percentage rate of 12%. If the actual cost is less than the amount of the Deposit, Suburban shall promptly return to Requestor the difference between the Deposit and the actual costs.

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7. All questions with respect to the interpretation and construction of this Agreement and the rights and liabilities of the Parties hereunder shall be determined in accordance with the applicable laws of Ohio without regard to the law of conflicts or any choice of law provisions that would direct the application of the laws of another jurisdiction. Any legal action or in any way related to or arising from this Agreement shall be brought and heard only in a court of competent jurisdiction located in Delaware County. This Agreement contains the entire agreement between the Parties concerning the relocation work, and no modification of this Agreement will be binding unless approved in writing by both Parties. Requestor may not assign this Agreement without express written consent from Suburban. Such consent may be withheld by Suburban in its sole discretion. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. No provision of this Agreement shall be interpreted more or less favorably towards either Party because its counsel drafted all or a portion hereof.

Requestor represents and warrants that it has requisite authority to enter into this Agreement and that its representative signing this Agreement is authorized to bind and obligate the Requestor to the terms of this Agreement. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one instrument. Facsimile and pdf signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures.

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

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RESOLUTION NO. 16-1196

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Sheriff's Office to expend county monies for the purchase of new cruisers; and

WHEREAS, the cruisers are available for purchase through the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, pursuant to section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in Program contracts if the Board can purchase those supplies or services from the other party upon equivalent terms, conditions, and specification but at a lower price than it can through the Program contract; and

WHEREAS, the vehicles are available from another party, Statewide Ford Lincoln Mercury, upon equivalent terms, conditions, and specifications but at a lower price than through the Program contract;

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of new automobiles to be used by the County Sheriff or his employees for the following reasons: (1) existing cruisers have reached the end of their useful service lives; (2) new cruisers are necessary to provide safe and reliable transportation for the County Sheriff and his employees; and (3) new cruisers will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby authorizes the purchase of two (2) 2017 Ford Utility Police Interceptors at a cost of \$33,649.00 each from Statewide Ford Lincoln Mercury, upon the equivalent terms, conditions, and specifications of State of Ohio STS Contract #RS900917.

Section 3. The Board hereby authorizes the Sheriff's Office to initiate the necessary purchase order(s) to one or more approved vendors and hereby approves the purchase order(s) from fund number 10031301-5450.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

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

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RESOLUTION NO. 16-1197

IN THE MATTER OF SELLING PERSONAL PROPERTY TO THE ELM VALLEY JOINT FIRE DISTRICT, DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County currently owns certain personal property, specifically one (1) Motorola XTS 5000 Model II Portable Radio, Serial Number: 721CDG1546 and one (1) Motorola XTL 5000 Mobile Radio Serial Number: 500CFV3113 (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 Elm Valley Joint Fire District 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 sale of the Property to the Elm Valley Joint Fire District, Delaware County, Ohio, for the total sum of Four Hundred Dollars and Zero Cents (\$400.00).

Section 2. The Property shall be sold upon the condition that the Property is accepted "as is."

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the Fiscal Officer for the Elm Valley Joint Fire District, Delaware County, Ohio.

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

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RESOLUTION NO. 16-1198

IN THE MATTER OF SELLING PERSONAL PROPERTY TO THE JEROME TOWNSHIP, UNION COUNTY, OHIO:

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

WHEREAS, Delaware County currently owns certain personal property, specifically ten (10) Motorola XTS 5000 Model II Portable Radios, Serial Numbers: 721CDG1483, 721CDG1453, 721CDG1473, 721CDG1553, 721CDG1573, 721CDG1583, 721CDG1592, 721CDG1605, 721CDG1633, 721CKD0793 (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 Jerome Township Fire Department 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 sale of the Property to Jerome Township, Union County, Ohio, for the total sum of Two Thousand Dollars and Zero Cents (\$2,000.00).

Section 2. The Property shall be sold upon the condition that the Property is accepted "as is."

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the Fiscal Officer for Jerome Township, Union County, Ohio.

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

15

RESOLUTION NO. 16-1199

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD OF TRUSTEES:

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

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WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) is responsible for making several appointments to the Delaware County District Library Board of Trustees; and

WHEREAS, the term for Trustee Neil Neidhardt will expire on December 31, 2016, and Mr. Neidhardt has applied for reappointment;

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

Section 1. The Board of Commissioners hereby approves the reappointment of Neil Neidhardt to the Delaware County District Library Board of Trustees for the term commencing January 1, 2017 and ending December 31, 2023.

Section 2. The appointment approved herein shall be effective on January 1, 2017.

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

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RESOLUTION NO. 16-1200

IN THE MATTER OF APPROVING APPOINTMENTS TO THE DELAWARE COUNTY BOARD OF BUILDING APPEALS:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Board of Building Appeals (the “BBA”), pursuant to section 307.381 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the BBA to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term for Board member James Price (BBA 1) will expire on December 31, 2016, and Mr. Price has applied for reappointment; and

WHEREAS there is currently a vacancy in the unexpired term for the BBA 5 position, which expires December 31, 2020, and James Barnett has applied to fill this position;

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

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

Position	Appointee	Term Ends
BBA 1	James Price	December 31, 2021
BBA 5	James Barnett	December 31, 2020

Section 2. The appointment of Mr. Barnett shall be effective immediately upon adoption of this Resolution.

Section 3. The appointment of Mr. Price shall be effective January 1, 2017.

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

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RESOLUTION NO. 16-1201

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION:

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

Transfer of Appropriation

From	To	
10011103-5325 Records Center/Maintenance Contracts	10011103-5004 Records Center/Overtime	500.00
10016101-5201 Board of Elections/General Supplies	10016101-5001 Board of Elections/Compensation	50,000.00
10016101-5260 Board of Elections/Inventoried Equipment	10016101-5001 Board of Elections/Compensation	53,500.00
10016101-5313	10016101-5001	109,500.00

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Board of Elections/Printing Services	Board of Elections/Compensation	
10016101-5320	10016101-5120	55,500.00
Board of Elections/Computer Services	Board of Elections/County Share OPERS	
Vote on Motion	Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell	Absent

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator
 -The topping off ceremony was held last Friday. This is the last section of beam to be placed
 -Attended the Mid-Ohio Managers Association meeting on Friday afternoon.
 -Fred Fowler, Code Compliance, has stated that residential permits have increased 22% from last year

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
 -Michigan game on Saturday. Go Bucks!
 -Thursday is Thanksgiving Day. Be sure to give thanks
 -MORPC December meeting for Competitive Advantage project
 -Budget hearing continue
 -Medicaid reimbursement tied to dependent sales tax
 -Today is wife's birthday

Commissioner Lewis
 -Wish everyone a happy and blessed Thanksgiving

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RESOLUTION NO. 16-1202

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Absent	Mrs. Lewis	Aye
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RESOLUTION NO. 16-1203

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:00 AM.

Vote on Motion	Mr. Merrell	Absent	Mrs. Lewis	Aye	Mr. Benton	Aye
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RECESS at 11:00 AM/ RECONVENE at 2:30 PM

RESOLUTION NO. 16-1204

IN THE MATTER OF APPROVING A CHANGE TO THE NUMBER OF MEMBERS OF THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:

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

WHEREAS, on April 24, 2006, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 06-506, creating the Delaware County Port Authority, pursuant to section 4582.22 of the Revised Code; and

WHEREAS, on September 23, 2013, the Board adopted Resolution No. 13-973, changing the name of the Delaware County Port Authority to the Delaware County Finance Authority; and

WHEREAS, on May 19, 2016, at the request of the Delaware County Finance Authority Board of Directors, this Board change with Resolution NO. 16-490 the number of members of the Delaware County Finance Authority Board of Directors from five regular members to seven regular members; and

WHEREAS, the Board of Commissioners of Delaware County Delaware County now wishes to change the number of members, of the Delaware County Finance Authority Board of Directors, by adding one additional member;

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

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Section 1. The Board hereby approves a change in the number of members of the Delaware County Finance Authority Board of Directors, as set forth in Section 3 of Resolution No. 06-506 and changed in Resolution No.16-490. The Delaware County Finance Authority Board of Directors shall be increased from seven regular members to eight regular members. All members shall be appointed by this Board, shall serve terms of four years, and shall possess the qualifications required of regular members. The additional member shall be appointed to an initial term that shall expire on December 31, 2020.

Section 2. This Resolution shall take effect immediately upon adoption.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners