

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2018

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

**Present:**  
Barb Lewis, Vice President  
Jeff Benton, Commissioner

**Absent:**  
Gary Merrell, President

**1**  
RESOLUTION NO. 18-694

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 14, 2018:**

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 June 14, 2018; 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

**2**  
PUBLIC COMMENT

**3**  
ELECTED OFFICIAL COMMENT

**4**  
RESOLUTION NO. 18-695

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0615:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0615 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
<b>PR</b>			
<b>Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account      Amount</b>
R1803992	COMMISSIONERS	INDIRECT COST	23711630 -      \$19,205.50 5380
R1803992	COMMISSIONERS	RENT	23711630 -      \$35,956.50 5335
R1804003	ARMOROCK LLC	3 MANHOLES FOR RIVERSIDE SEWER INTERCEPTOR	66211901 -      \$22,350.00 5450

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

**5**  
RESOLUTION NO. 18-696

**IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE ENGLISH 346 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY CHRISTOPHER AND NICKI ACKER AND OTHERS:**

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



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<sup>1</sup> Board Resolution No. 18-697 approved on June 18, 2018 authorizing the filing of this application attached.

AFFIDAVIT

STATE OF OHIO  
COUNTY OF DELAWARE :SS

Now comes Carol Hamilton O'Brien, and after being duly cautioned and sworn, hereby states as follows:

1. That she is the elected Delaware County, Ohio Prosecuting Attorney ("Prosecutor");
2. That she has knowledge that certain delinquent debts are collected by the Delaware County Clerk of Courts ("Clerk");
3. That the Ohio Attorney General ("OAG") offers delinquent debt collection services to political subdivisions.
4. The Prosecutor and the Clerk desire to utilize such delinquent debt collection services to assist the Prosecutor.
5. Such services include advice, representation, collection and/or prosecution on behalf of, and/or defense of the Clerk in and as related to delinquent debt collection.
6. For the reasons set out above, it is in the public interest for the Court to appoint the OAG to advise, represent, prosecute on behalf of, and/or defend the Clerk of Courts as related to delinquent debt collection.

Further Affiant Saith Naught.

*Carol Hamilton O'Brien*  
Carol Hamilton O'Brien  
Delaware County Prosecuting Attorney

Sworn to before me and subscribed in my presence this 5<sup>th</sup> day of June, 2018 in Delaware, Ohio.



KRISTEN NICOLE FORD  
Notary Public, State of Ohio  
My Commission Expires  
08/21/2020

*Kristen Nicole Ford*  
Notary Public

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

**7**

**RESOLUTION NO. 18-698**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE UNION COUNTY COMMISSIONERS AND THE DELAWARE COUNTY COMMISSIONERS FOR PRISONER HOUSING:**

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

**CONTRACT FOR PRISONER HOUSING**

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 18<sup>th</sup> day of June, 2018 by and between the Delaware County Board of Commissioners: Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Delaware County"), and the Union County Board of Commissioners, 233 W. Sixth St. Marysville, OH 43040 ("Union County") (hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 341.12, et seq. of the Revised Code.

Section 2 - Contract Administrator

Delaware County hereby designates the Delaware County Administrator of Corrections and Court Services, subject to the direction of the Delaware County Sheriff, as Administrator and agent of Delaware County for purposes of this Agreement, including commencement and suspension thereof.

Section 3 - Scope

Union County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates. Delaware County and Union County desire that Delaware County provide jail services to Union County and have Union County's prisoners incarcerated and cared for in the Delaware County Jail for such periods as may be directed by the Courts and/or Union County.

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Delaware County will receive and care for, at the Delaware County Jail, all prisoners referred by Union County for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this Agreement. Delaware County's acceptance of prisoners is also subject to available space within the Delaware County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of prisoners accepted by Delaware County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Delaware County Jail as adopted by the Sheriff of Delaware County, Ohio.

Upon delivery to the Delaware County Jail by Union County of its prisoners, along with proper commitment papers, Delaware County shall accept and receive said prisoners for incarceration therein, provided however, that this Agreement imposes no obligation upon Delaware County to accept any or all such prisoners tendered by Union County for incarceration in the Delaware County Jail when, at the discretion of the Sheriff of Delaware County, a prisoner is refused in accordance with this Agreement. It shall be the obligation of Union County to telephone or otherwise contact the Sheriff of Delaware County, Ohio, before delivery of Union County's prisoners to ascertain that the same will be accepted for incarceration within the Delaware County Jail. Union County will also notify Delaware County of an estimated time of arrival.

Union County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Delaware County Jail as prescribed by the Delaware County Sheriff, Delaware County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Delaware County Jail.

Union County agrees to take reasonable steps to properly identify the inmate and the inmate's nationality. Union County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Union County agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

#### Section 4 - Transportation Expenses

Persons imprisoned by Union County or arrested and brought to the Delaware County Jail for incarceration shall be escorted and transported by Union County, at Union County's sole expense, to the Delaware County Jail. In no event shall Delaware County transport Union County's prisoners outside Delaware County jurisdiction. When the destination of Union County's prisoner transportation is outside Delaware County, Union County shall arrange, at Union County's sole expense, transportation of said prisoner to and from the Delaware County Jail.

#### Section 5 – Confinement Expenses

Union County shall be invoiced monthly by the Delaware County Sheriff, for each person confined in the Delaware County Jail pursuant to this Agreement, the sum of \$65.00 per prisoner day during such confinement. "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Union County's prisoners, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Delaware County, Ohio, or any of his agents or employees.

The Parties agree that Delaware County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Delaware County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341. 19 or damages under R.C. 341. 18.

Delaware County Sheriff shall prepare and submit to Union County, monthly, a statement specifying all obligations for payment required of Union County. Union County shall pay unto Delaware County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Delaware County shall refund to Union County any amount overpaid as specified in such statements within thirty (30) days of the statement.

Notwithstanding any term of this Agreement, Delaware County may require prisoner reimbursements in accordance with section 341.14(B)-(C) of the Revised Code, without any right of setoff to Union County.

#### Section 6 Care Expenses

Union County shall pay all sums expended for or incurred in the name of Delaware County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Union County's prisoners while such prisoners are in the custody and control of Delaware County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Delaware County shall notify Union County when the fact is known or as soon thereafter as possible. If the prisoner requires hospitalization under guard, they will be booked out of jail into the custody of Union County, and Union County shall provide their own security.

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In case of the death of a prisoner, Delaware County shall not be liable for any costs or expenses related to the inmate's death. Union County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

Section 7 - Habeas Corpus Expenses

Notwithstanding R.C. 341.17, the Parties agree that the Prosecuting Attorney of Union County, or such other counsel Union County may retain, shall provide legal counsel in habeas case filed in state court. Union County shall give notice to Delaware County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Union County to give such notice, to file an answer, or otherwise defend the matter shall entitle Delaware County to act instead of Union County. All reasonable and necessary expenses incurred by Delaware County in any habeas corpus proceedings for any of Union County's prisoners shall be paid by Union County unless otherwise paid by said prisoner, or by someone on the prisoner's behalf. The Parties agree that the Delaware County Prosecuting Attorney's hourly rate is \$100.00.

Section 8 - Liability

Delaware County shall be liable for escapes or other neglect of duty in relation to the prisoner, as in other cases, and neither the Union County's sheriff nor any of the Union County's county commissioners is liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the prisoner while the prisoner is in the custody of Delaware County. The Parties agree that under R.C. 341.18 Delaware County shall have a right of action against Union County for damages to the Delaware County Jail or other Delaware County property done by any prisoner confined pursuant to this Agreement. Union County shall not be required to reimburse Delaware County for ordinary wear and tear of Delaware County property occurring during confinement of Union County's prisoners pursuant to this Agreement.

Section 9 - Right to Refuse Prisoners

Delaware County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Delaware County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Union County develop or contract any such disease while detained at Delaware County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Delaware County may refuse to keep such prisoners. Upon such refusal to keep said prisoner, Delaware County shall immediately notify Union County or Union County's Sheriff's Office and advise of same. Upon notification provided herein, Union County shall, at its own expense, promptly remove or cause to be removed such prisoner from the Delaware County Jail.

Delaware County shall not receive or allow to remain any pregnant female prisoners in the Delaware County Jail. Delaware County further reserves the right to reject or return any and all prisoners committed to the Delaware County Jail, when, in the sole discretion of Delaware County, the Delaware County Sheriff, or his employees, agents, or assigns determine that the conditions of said Delaware County Jail and its prisoners are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates are outside the scope of this agreement.

Section 10 - Term of Agreement

This Agreement shall commence on the date recited first herein and continue in force until July, 2021, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Delaware County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to prisoners incarcerated at the time notice of termination is given to the other Party.

Section 11 - Miscellaneous Terms & Conditions

11.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Delaware County and Union County, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

11.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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11.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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

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

**8  
RESOLUTION NO. 18-699**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE JOB AND FAMILY SERVICES DEPARTMENT:**

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

WHEREAS, pursuant to R.C. 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners, has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant R.C. 301.29 (F)(2);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:                      Board of Commissioners  
Office/Department:                      Job and Family Services

Daily spending per card:                      \$1,000.00  
Monthly spending per card:                      \$5,000.00  
Single transaction limit:                      \$1,000.00  
Daily number of transactions per card:                      10  
Monthly number of transactions per card:                      50

Name on Card:                      Nicholas Dean

Department Coordinator:                      Joy Vanzant

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

**9  
RESOLUTION NO. 18-700**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR NELSON FARMS SECTION 2 PHASE C PART 2:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Nelson Farms Section 2 Phase C Part 2;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Nelson Farms Section 2 Phase C Part 2:

**SUBDIVIDER'S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

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**SECTION I: INTRODUCTION**

This Agreement is entered into on this 18<sup>th</sup> day of June 2018, by and between **Nelson Farms Associates, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Nelson Farms Section 2 Phase C Part 2** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for part 2 of **Sanitary Sewer Improvement Plan for Nelson Farms Section 2, Phase C, Parts 1 & 2**, dated **July 31, 2017**, and approved by the County on **September 7, 2017**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

**SECTION II: CAPACITY**

There are **11** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

For on-site improvements the following options for financial warranty apply:

**OPTIONS:**

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$64,144.25**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials \_\_\_\_\_

Date \_\_\_\_\_

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for part 2 of **Sanitary Sewer Improvement Plan for Nelson Farms Section 2, Phase C, Parts 1 & 2**.

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of part 2 of **Sanitary Sewer Improvement Plan for Nelson Farms Section 2, Phase C, Parts 1 & 2 (\$2,245.05)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight percent and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of part 2 of **Sanitary Sewer Improvement Plan for Nelson Farms Section 2, Phase C, Parts 1 & 2 (\$5,452.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight percent (8½%), the County may require, and the Subdivider shall pay additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **part 2 of Sanitary Sewer Improvement Plan for Nelson Farms Section 2, Phase C, Parts 1 & 2** as required by the County.

**SECTION V: CONSTRUCTION**



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

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

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

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

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

**SECTION VI: EASEMENTS**

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

**SECTION VII: COMPLETION OF CONSTRUCTION**

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.



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(5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

**SECTION VIII: SIGNATURES**

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

**10**

**RESOLUTION NO. 18-701**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR ADMINISTRATIVE SERVICES:**

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

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
60211924-5215	60211924-5342	1,000.00
Employee Wellness Program/Program Supplies	Employee Wellness Program/Medical Related Services	

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

**11**

**RESOLUTION NO. 18-702**

**IN THE MATTER OF AMENDING RESOLUTION NO. 18-83 FOR THE PURCHASE OF TRUCKS AND EQUIPMENT FOR THE COUNTY ENGINEER'S OFFICE:**

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

WHEREAS, pursuant to Resolution No. 18-83, the Board of Commissioners (the "Board") approved the purchase of four (4) Dodge Ram 1500 Pickup Trucks ("Vehicles") from Vision Automotive for the County Engineer's Office (the "Engineer") at the total price of \$100,044; and

WHEREAS, prior to the purchase of the Vehicles, the Engineer was advised that Vision Automotive has gone out of business and no further orders will be filled; and

WHEREAS, the Engineer has secured identical Vehicles through another source under the State of Ohio's Cooperative Purchasing Program, Sherry Chrysler Dodge Jeep, Inc., for the total price of \$98,976;

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

Section 1. The Board hereby amends Section 1 of Resolution No. 18-83 to read as follows: The Board hereby authorizes the purchase of four (4) Dodge Ram 1500 Pickup Trucks from Sherry Chrysler Dodge, Jeep, Inc. at the total price of \$98,976.

Section 2. This Resolution shall be effective immediately upon adoption.

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

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**ADMINISTRATOR REPORTS**

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Mike Frommer, County Administrator  
-No reports

**13**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

- Attended the DATA bus strategic planning meeting on Thursday
- There will be an open house for a new office for SourcePoint at Polaris tomorrow.
- DATA will host an open house on Wednesday to show off their office renovations.
- Thursday morning there will be a Farm Bureau breakfast held here.
- The Third Thursday lunch will feature Powell leaders.
- Tanger Outlets will be hosting an After Hours event on Thursday.
- There will be a legislative update on Friday morning.

Commissioner Lewis

- Last Wednesday the Taste of Delaware was held. It was a very successful event.
- The Veteran's Court is currently looking for veteran mentors. You can contact Tamar Fowler at 740-203-1525 if you are interested.

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**RESOLUTION NO. 18-703**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:**

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of employment, compensation of a public employee or public official; for pending or imminent litigation.

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

**RESOLUTION NO. 18-704**

**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.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton