

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 27, 2014

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

Present:  
Dennis Stapleton, Vice President  
Ken O’Brien, Commissioner

Absent:  
Gary Merrell, President

RESOLUTION NO. 14-68

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 23, 2014:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on January 23, 2014; 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    Mr. Stapleton              Aye              Mr. O'Brien              Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-69

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0124:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0124:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount
MUNICIPAL COURT				
R1401052	DELAWARE MUNICIPAL COURT	DELAWARE MUNICIPAL COURT JUSTICE CTR	10029203-5360	\$21,000.00
911 DEPARTMENT				
R1400744	AVIAT US INC	SERVICE AGREEMENT	21411306 - 5325	\$41,961.00
REVOLVING LOAN				
R1401927	ROMANS CONSTRUCTION	FY12 CDBG HOME REPAIR DAVENPORT HOUSE ASHLEY	23111709 - 5380	\$ 7,960.00
PROPERTY INSURANCE				
R1401953	BLUES AUTO SERVICE INC	REPAIR 21-S4; DEER HIT	60111901 - 5370	\$ 6,107.50
EMS DEPARTMENT				
R1402031	HERITAGE PHARMACY	PHARMA MEDICAL SUPPLIES	10011303 - 5243	\$ 6,000.00
R1402024	CONSOLIDATED ELECTRIC COOPERATIVE	ELECTRIC - MEDIC 6 AND 8	10011303 - 5338	\$ 6,000.00
R1402070	JANTON CO	JANITORIAL SUPPLIES	10011303 - 5201	\$ 6,000.00
R1402071	VERIZON	MI FI FOR IPADS	10011303 - 5315	\$ 8,700.00
LAND AND BUILDING				
R1402069	TRANE COMPANY INC	BUILDING	10011105 - 5301	\$ 6,203.15

Vote on Motion                      Mr. Stapleton              Aye              Mr. Merrell              Absent    Mr. O'Brien              Aye

RESOLUTION NO. 14-70

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

The Director of Emergency Medical Services is requesting that Jude James attend an ICS 300 & 400 class at the Knox County EMA from February 24-26, 2014 at no cost.

Vote on Motion                      Mr. O'Brien              Aye              Mr. Merrell              Absent      Mr. Stapleton              Aye

**RESOLUTION NO. 14-71**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SAGE CREEK SECTION 5:**

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

Whereas JIMBA, LTD has submitted the Plat of Subdivision (“Plat”) for Sage Creek Section 5 and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on November 17, 2008; and

Whereas, Del-Co Water Company has reviewed said plat for conformance to Del-Co Water’s regulations and approved said Plat on December 15, 2008; and

Whereas, Delaware General Health District has reviewed said plat for conformance to the General Health District’s Regulations and approved said Plat on January 5, 2009; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on January 5, 2009; and

Whereas, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on March 3, 2009; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Sage Creek Section 5

**Sage Creek Section 5**

Situated In the State of Ohio, County of Delaware, Township of Berkshire, Part of Farm Lots 23 and 24, Section (Quarter Township) 4, Township 4 North, Range 17 West of the United States Military Lands, and Being Part of an Original 43.506 Acre Tract as Conveyed to JIMBA, LTD. as Described in Official Record 520, Page 2192, County Recorder’s Office, Delaware, Ohio. Cost \$18.00.

Vote on Motion                      Mr. Merrell              Absent      Mr. O'Brien              Aye              Mr. Stapleton              Aye

**RESOLUTION NO. 14-72**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR SAGE CREEK SECTION 5:**

It was moved by Mr. O’Brien, seconded by Mr. Merrell to approve the following:

WHEREAS, on January 14, 2014, a Ditch Maintenance Petition for Sage Creek Section 5 was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Sage Creek Section 5 located off of Sunbury Road in Berkshire Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that

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the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$38,187.33. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Six lots are created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$6,364.56 per lot. An annual maintenance fee equal to 2% of this basis (\$127.29) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$763.74 has been paid to Delaware County

Section 3: This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote on Motion                      Mr. Stapleton      Aye      Mr. O'Brien      Aye      Mr. Merrell      Absent

RESOLUTION NO. 14-73

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR SITE PLANS FOR ALUM CROSSING SECTION 2, PHASE B, PART 2

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following agreement:

Whereas, as The Engineer recommends approving the Owner’s Agreement For Site Plans for Alum Crossing Section 2, Phase B, Part 2;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement For Site Plans for Alum Crossing Section 2, Phase B, Part 2

Owner’s Agreement for Site Plans for Alum Crossing Section 2, Phase B, Part 2

OWNER’S AGREEMENT  
PROJECT NUMBER: 13051

THIS AGREEMENT, executed on this 27<sup>th</sup> day of January, 2014 between ROCKFORD HOMES, hereinafter called “OWNER” and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as ALUM CROSSING SECTION 2, PHASE B, PART 2 further identified as Project Number 13051 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 1 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

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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 FIFTEEN THOUSAND DOLLARS (\$15,000) 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.

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	\$381,420
CONSTRUCTION BOND AMOUNT	\$381,420
MAINTENANCE BOND AMOUNT	\$ 38,140
INSPECTION FEE DEPOSIT	\$ 15,000

Vote on Motion                      Mr. O'Brien              Aye              Mr. Merrell              Absent      Mr. Stapleton              Aye

RESOLUTION NO. 14-74

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

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It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following work permits:

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

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

PERMIT #	APPLICANT	LOCATION	TYPE OF WORK
U14-002	FRONTIER COMMUNICATIONS	VARIOUS	BLANKET PERMIT FOR SINGLE CUSTOMER SERVICE INSTALLATIONS
U14-003	AMERICAN ELECTRIC POWER	VARIOUS	ROUTINE MAINTENANCE

Vote on Motion                      Mr. Merrell              Absent    Mr. Stapleton              Aye              Mr. O'Brien              Aye

RESOLUTION NO. 14-75

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO HOSKINS ROAD, INCLUDING THE FURNISHING AND INSTALLING OF A BOX CULVERT, AND APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATE FOR DEL-CR183-4.00, HOSKINS ROAD BOX CULVERT SUPPLY BID;

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the road, may fix the route and termini of the improvement and may authorize such improvement; and,

Whereas the County Engineer has determined that the existing bridge on DEL-CR183-4.00, Hoskins Road, west of the intersection of Hoskins Road and State Route 203 in Radnor Township is deficient and requires replacement and recommends that the Board proceed with Improvements thereof; and,

Whereas, the County Engineer recommends that the most efficient means of completing the Improvements is to contracting for furnishing and installing precast culverts, and perform all remaining work by force account; and,

Whereas the County Engineer has prepared plans, specifications and estimates for the portion of the Improvements and has estimated the contract cost for portions of the Improvement to be competitively bid at \$108,000.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners that:

Section 1: The public convenience and welfare require replacement of the structurally deficient bridge on County Road 183 (Hoskins Road), and that the Improvements, so named DEL-CR183-4.00 shall be initiated for such purpose; and,

Section 2: The plans, specifications and estimates for said Improvements are hereby approved; and,

Section 3: The contract entitled 183-4.00 Box Culvert Supply Bid shall be advertised for bids for portion of the Improvements requiring competitive bidding; and,

Section 4: The County Engineer is authorized to construct any remaining portions of the Improvements by force account; and,

Section 5: The costs for said Improvements will be paid for from any funds appropriated for road and bridge construction and no special levies or assessments shall be made to pay for the Improvements; and,

Section 6: The County Engineer is authorized to advertise for and receive bids on behalf of the Board for portions of the Improvements to be competitively bid in accordance with the following Invitation to Bid:

Public Notice  
Advertisement for Bids

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. on Tuesday, March 5, 2013, at which time and place they will be publicly opened and read aloud, for the project known as DEL-CR183-4.00 Box Culvert Supply Bid.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “Sealed Bid for DEL-CR183-

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4.00 Box Culvert Supply Bid”. Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid.

Copies of the plans and specifications must be obtained during regular business hours, Monday through Friday 8:00 am to 5:00 pm, from the Delaware County Engineer’s Office, 50 Channing Street, Delaware, Ohio 43015. Cost for printed copies of each set of plans & specifications is \$10 and the cost is non-refundable. Plans and specifications may also be downloaded anytime, free of charge, from the Delaware County Engineer’s website at [www.co.delaware.oh.us/ebids](http://www.co.delaware.oh.us/ebids). All bidders must register as a plan holder with the Delaware County Engineer’s Office in person or through the website.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Bids and Notices".

The Owner requires that precast concrete units be delivered on or before the dates listed in the proposal. The estimated notice of commencement date is February 24, 2014.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement:  
January 31, 2014

Vote on Motion                      Mr. Stapleton      Aye      Mr. Merrell      Absent      Mr. O'Brien      Aye

RESOLUTION NO. 14-76

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN  
DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR  
CALENDAR YEAR 2013:

It was moved by Mr. O’Brien seconded by Mr. Stapleton to approve the following resolution:

Certification of Highway Road Mileage

Available is the 2013 County Highway Road Mileage Certification as issued by ODOT annually. This certification is used by ODOT to determine the net increase or decrease in the County’s actual highway mileage. The following is a summary of how ODOT determined the mileage as of December 31, 2013:

- The road mileage as certified by the Board of Commissioners for the year ending December 31, 2012 was 333.636 miles
- There were no increases or decreases that affected the total amount of County road mileage in 2013.

Therefore, the total road mileage to be certified for Delaware County for 2013 remains at 333.636 miles.

Therefore, to certify to ODOT that we concur with their calculations of the actual mileage of County roads for the year 2013, I respectfully request your signature on the attached form as provided by ODOT. Respectfully submitted, Chris Bauserman, P.E., P.S., Delaware County Engineer.

Vote on Motion                      Mr. O'Brien      Aye      Mr. Merrell      Absent      Mr. Stapleton      Aye

RESOLUTION NO. 14-77

IN THE MATTER OF AWARDING THE BIDS FOR THE FOLLOWING 2014 ENGINEERING  
MATERIALS: CONCRETE PIPE, READY MIX CONCRETE, PLASTIC SEWER PIPE,  
GUARDRAIL INSTALLATION, STONE AGGREGATE AND TREE CLEARING:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

Bid Award Recommendations Bids Opened January 21, 2014

As a result of the bids opened January 21, 2014 for various materials to be used during 2014, the following are The Engineer’s recommendations for bid awards:

Concrete Pipe:

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The Engineer recommends that a non-exclusive bid award be made to Rinker Materials.

**Ready Mix Concrete:**

The Engineer recommends that a non-exclusive bid award be made to Buckeye Ready Mix, Ellis Brothers, Hensel Ready Mix and Scioto Ready Mix.

**Plastic Sewer Pipe:**

The Engineer recommends that a non-exclusive bid award be made to ADS, Inc. and Baughman Tile Company.

**Guardrail Installation:**

The Engineer recommends that a non-exclusive bid award be made to M.P. Dory Company, The Paul Peterson Company and Lake Erie Construction Company.

**Stone Aggregate:**

The Engineer recommends that a non-exclusive bid award be made to National Lime & Stone Company and Shelly Materials, Inc.

**Tree Clearing:**

The Engineer recommends that a non-exclusive bid award be made to Oberlander’s Tree & Landscape, Ltd.; Timberland Tree Company; Davis Tree & Stump Service; and Tree Barber Tree Service.

Bid tabulations for these materials are available for your review.

Vote on Motion                      Mr. Merrell              Absent    Mr. O'Brien              Aye              Mr. Stapleton              Aye

**RESOLUTION NO. 14-78**

**IN THE MATTER OF APPROVING THE INVITATION TO BID AND CONTRACT DOCUMENTS FOR THE PURCHASE OF GLOBAL POSITIONING SYSTEM (GPS) ELECTRONIC MONITORING SERVICES AND EQUIPMENT FOR DELAWARE COUNTY ADULT COURT SERVICES AND INITIATING COMPETITIVE BIDDING:**

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

**PREAMBLE**

**WHEREAS**, Delaware County Adult Court Services (“ACS”) is in need of purchasing Global Positioning System (GPS) Electronic Monitoring Services and Equipment (“GPS Equipment and Services”); and,

**WHEREAS**, the purchase shall be competitively bid according to Sections 307.86 to 307.92 of the Ohio Revised Code; and,

**WHEREAS**, an Invitation to Bid and Contract Documents (“RFB”) has been prepared to competitively bid for the purchase of such GPS Equipment and Services.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD:**

**SECTION 1. INITIATION OF BIDDING PROCESS**

1. The RFB for the purchase of GPS Equipment and Services by ACS is hereby approved, and;
2. The County is hereby authorized to advertise for and receive bids on behalf of the Board for the GPS Equipment and Services in accordance with the Legal Notice of Invitation to Bid contained in the RFB.

**SECTION 2. ADOPTION**

All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3. EFFECTIVE DATE**

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This Resolution shall take effect immediately upon adoption.

Vote on Motion                      Mr. Stapleton      Aye      Mr. O'Brien      Aye      Mr. Merrell      Absent

RESOLUTION NO. 14-79

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER  
PREVENTION OFFICE PROGRAM STATUS REPORT:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve the following:

Program Status Report –2013  
Report of DKMM District Funds Spent

REPORTS due: July 15, 2013              January 15, 2014

CRLPO: Delaware Board of Commissioners (Delaware General Health District)

DATE OF REPORT: July 1, 2013 through December 31, 2013

AMOUNT OF FUNDS RECEIVED:	\$58,500.00
APPROVED CARRYOVER BALANCE (2012)	\$ 0.00
TOTAL FUNDS AVAILABLE	\$58,500.00

EXPENDITURES:	
Salaries	\$18,771.43
Fringe Benefits	\$11,541.69
Contracts	\$ 0.00
Advertising	\$1084.04
Travel	\$216.00
Supplies	\$703.47
Awards/Recognitions	
Other	\$1075.00 (250 colored labels for Fairgrounds toters)

TOTAL EXPENDITURES \$33,391.63  
Expected funds to be received \$6,500.00

FUND BALANCE: \$0.00

Vote on Motion                      Mr. O'Brien      Aye      Mr. Merrell      Absent      Mr. Stapleton      Aye

RESOLUTION NO. 14-80

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY  
AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2015 TAXES:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

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

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

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

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

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

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$97,230.58 to the County Auditor for 2015 real property tax list and duplicate.

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

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Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$29,735.13
66211904 – Alum Creek	\$58,963.82
66211906 – Tartan Fields	\$1,182.55
66211907 – Scioto Reserve	\$6,312.73
66211908 – Bent Tree	\$361.62
66211909 – Hoover Woods	\$132.30
66211910 – Scioto Hills	\$542.43
66211911 - Northstar	\$0.00
Total Assessments	\$97,230.58

Vote on Motion                      Mr. Merrell              Absent    Mr. Stapleton              Aye              Mr. O'Brien              Aye

RESOLUTION NO. 14-81

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES FOR 6788 FLEUR DRIVE, WESTERVILLE, OH 43082:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to certify the Sanitary Sewer Capacity Charges as follows:

Whereas, 6788 Fleur Drive, Westerville, Oh 43082 has requested to make tap connections to the Delaware County sewer system; and

Whereas, 6788 Fleur Drive, Westerville, Oh 43082 has requested to pro-rate charges over a year period, and

Whereas, the Sanitary Engineer recommends approval of the connection and a year pro-rated charge;

Now Therefore Be It Resolved, that The Board of Commissioners approve the following:

6788 Fleur Drive, Westerville, Oh 43082

In the amount of \$5,900.00 charge with \$289.16 finance charge (pro-rated over one year period) making total of \$6,189.16 for placement on tax duplicate. Bi-annual payment being \$3,094.58.

Vote on Motion                      Mr. Stapleton              Aye              Mr. Merrell              Absent    Mr. O'Brien              Aye

RESOLUTION NO. 14-82

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR RAVINES AT SCIOTO RESERVE 3:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

Whereas, the construction of new sanitary sewers at the Ravines at Scioto Reserve 3 have been completed to meet sewer district requirements; and

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

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

<b>Ravines at Scioto Reserve 3</b>	930’ feet of 8- inch sewer	\$29,402.56
	5- manhole	<u>\$8,231.25</u>
	Total	\$37,633.81

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

Vote on Motion                      Mr. O'Brien              Aye              Mr. Merrell              Absent    Mr. Stapleton              Aye

RESOLUTION NO. 14-83

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR KILLDEER MEADOWS SECTION 3:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following sanitary sewer construction

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plans for Killdeer Meadows Section 3 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Killdeer Meadows Section 3 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Killdeer Meadows Section 3 for submittal to the Ohio EPA for their approval.

Vote on Motion                      Mr. Merrell              Absent      Mr. O'Brien              Aye              Mr. Stapleton              Aye

RESOLUTION NO. 14-84

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR VILLAS OF OLENTANGY PHASE 1:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve the following sanitary sewer construction plans for Villas of Olentangy Phase 1 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Villas of Olentangy Phase 1 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Villas of Olentangy Phase 1 for submittal to the Ohio EPA for their approval.

Vote on Motion                      Mr. Stapleton              Aye              Mr. O'Brien              Aye              Mr. Merrell              Absent

RESOLUTION NO. 14-85

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR NORTHSTAR SECTION 1, PHASE C, PART 1:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to accept the following Sanitary Subdivider's Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for NorthStar Section 1, Phase C, Part 1:

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

THIS AGREEMENT executed on this 27th day of January 2014, by and between **NORTHSTAR RESIDENTIAL DEVELOPMENT LLC**, herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **NORTHSTAR SECTION 1, PHASE C, PART 1** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **12** single family residential equivalent connections approved with this AGREEMENT.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **NORTHSTAR SECTION 1, PHASE C, PART 1**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

- OPTIONS:
- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$215,060**) 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 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 SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use **Option 2** for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their

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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 said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

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 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.

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 public improvements within this Subdivision.

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.

**SANITARY SEWER CONSTRUCTION**

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 (**\$7527.00**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$17,250** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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.

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 public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER

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- and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
  - (3) an itemized statement showing the cost of IMPROVEMENTS
  - (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 said construction of the IMPROVEMENTS.
  - (5) documentation showing the required sanitary sewer easements

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said 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.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants 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. O'Brien              Aye              Mr. Merrell              Absent      Mr. Stapleton              Aye

**RESOLUTION NO. 14-86**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR NORTHSTAR SECTION 2, PHASE A:**

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to accept the following Sanitary Subdivider’s Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for NorthStar Section 2, Phase A:

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

THIS AGREEMENT executed on this 27th day of January 2014, by and between **NORTHSTAR RESIDENTIAL DEVELOPMENT LLC**, herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **NORTHSTAR SECTION 2, PHASE A**, Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **10** single family residential equivalent connections approved with this AGREEMENT.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **NORTHSTAR SECTION 2, PHASE A** all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

**OPTIONS:**

- 1    Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$49,889**) 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.

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- 2 Should 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 SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use **Option 2** for this project.

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

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 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.

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 public improvements within this Subdivision.

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.

**SANITARY SEWER CONSTRUCTION**

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 (**\$1746.00**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$4000** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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.

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 public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

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After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- 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.
- an itemized statement showing the cost of IMPROVEMENTS
- 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 said construction of the IMPROVEMENTS.
- documentation showing the required sanitary sewer easements

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said 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.

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

Vote on Motion                      Mr. Merrell              Absent      Mr. Stapleton              Aye              Mr. O'Brien              Aye

**RESOLUTION NO. 14-87**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR ALUM CROSSING, SECTION2, PHASE B, PART 2:**

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to accept the following Sanitary Subdivider's Agreement:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreement:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement For Alum Crossing, Section 2, Phase B, Part 2:

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

THIS AGREEMENT executed on this 27th day of January 2014, by and between **ROCKFORD HOMES INC.**, herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **ALUM CROSSING SECTION 2 PHASE B PART 2** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **14** 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. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

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Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **ALUM CROSSING SECTION 2 PHASE B PART 2**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

**OPTIONS:**

1. Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the estimated cost of construction (**\$51,277.05**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
2. Should 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 SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use **Option 1** for this project.

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

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 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.

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 public improvements within this Subdivision.

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.

**SANITARY SEWER CONSTRUCTION**

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 (**\$1,794.70**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$4,425.00** estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

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to the COUNTY upon acceptance of the IMPROVEMENTS.

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 public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install the proposed sanitary sewer mains or service laterals 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 SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- 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.
- an itemized statement showing the cost of IMPROVEMENTS
- 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 said construction of the IMPROVEMENTS.
- documentation showing the required sanitary sewer easements

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said 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.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants 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. Stapleton      Aye      Mr. Merrell      Absent      Mr. O'Brien      Aye

RESOLUTION NO. 14-88

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 27, 2014

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of County 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 Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS, the Board has before it a request from the Division of Environmental Services to expend county monies for the purchase of two new vehicles; and

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program; and

WHEREAS, the vehicles are available for purchase via the State of Ohio’s cooperative purchasing program.

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

Section 1. The Board hereby declares that a necessity exists to purchase two new vehicles for use by Code Compliance, being required to replace existing vehicles.

Section 2. The Board hereby declares that the make and model of such vehicles are 2014 GMC Sierra 1500 4WD Extended Cabs for \$25,803.10 each, for a total price of \$51,606.20.

Section 3. The Board hereby declares that the purchase or lease of said vehicles will be in accordance with the State of Ohio’s cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS901514, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$51,606.20 from org key 41711436 – 5450 to Bob Ross Buick Inc. in Centerville, Ohio.

Section 5. This Resolution shall take immediate effect upon passage.

Vote on Motion                      Mr. O'Brien              Aye              Mr. Merrell              Absent      Mr. Stapleton              Aye

RESOLUTION NO. 14-89

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following:

The Director of Environmental Services recommends accepting the resignation of Tamera Spiers from the Code Compliance Department; effective date January 24, 2014;

Therefore Be It Resolved, the Board of Commissioners accepting the resignation of Tamera Spiers from the Code Compliance Department; effective date January 24, 2014.

Vote on Motion                      Mr. Merrell              Absent      Mr. O'Brien              Aye              Mr. Stapleton              Aye

ADMINISTRATOR REPORTS

- Tim Hansley: Weather forecast says it will be severely cold tonight and tomorrow. Be prepared in case of electrical outages, frozen pipes (take precaution to prevent pipes from freezing). EMA is on alert.

COMMISSIONERS’ COMMITTEES REPORTS

-Commissioner O’Brien

Additional staff overnight keeping an eye on buildings would probably be warranted (Tim Hansley stated that a maintenance employee would be going around late tonight)  
Regional Planning meeting will be this Thursday

-Commissioner Stapleton

No reports

There being no further business, the meeting adjourned.

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**ABSENT**

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Gary Merrell

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Ken O'Brien

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Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners