

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 1, 2014

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

Present:
Gary Merrell, President
Ken O'Brien, Commissioner

Absent:
Dennis Stapleton, Vice President; arrived during the presentation from Chip Thomson

RESOLUTION NO. 14-491

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 28, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 28, 2014; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-492

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0430 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
My Computer Career	Job and Family Program Service	22311611-5348	\$ 15,000.00
Santmyer Oil Company	Fuel for Service Center	10011106-5228	\$ 30,000.00

PR				
Number	Vendor Name	Line Description	Line Account	Amount
ECONOMIC DEVELOPMENT				
R1403622	H & H ENVIRONMENTAL	DELAWARE COUNTY ASBESTOS ABATEMENT YOGI PROPERTY	22911716 - 5365	\$10,000.00
ADMINISTRATIVE SERVICES				
R1403661	PNC BANK	WELLNESS SUPPLIES	60211924 - 5200	\$ 5,000.00
R1403661	PNC BANK	WELLNESS SERVICES	60211924 - 5300	\$ 5,000.00
FACILITIES DEPARTMENT				
R1403670	TRANE COMPANY INC	SERVICE AGREEMENT	10011105 - 5325	\$ 6,400.00

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

RESOLUTION NO. 14-493

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Juvenile Court is requesting that Judge Kenneth Spicer attend the 2014 OAPJ Annual Conference in Columbus, OH from June 16-19, 2014 at the cost of \$925.00 (fund number 27826325).

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

PRESENTATION
DELAWARE COUNTY AGRICULTURAL SOCIETY
CHIP THOMSON, VICE PRESIDENT

RESOLUTION NO. 14-494

**IN THE MATTER OF APPROVING THE SUBDIVIDER’S AGREEMENT FOR SLATE CREEK
PHASE 2B:**

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

Whereas, the Director of Environmental Services recommends the subdivider’s agreement;

Therefore be it resolved, that the Board of Commissioners approve the subdivider’s agreement for Slate Creek Phase 2B:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 1st day of May, 2014, by and between **NEWBURY BUILDERS** herein after called “SUBDIVIDER”, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by **SLATE CREEK-PHASE 2B** Plat or Sewer Easements Record on Said Development Parcel 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 **7.0** 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 or Sanitary Easements are recorded. If the final Subdivision Plat or Sanitary Easements are not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

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 **SLATE CREEK-PHASE 2B**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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 (**\$1,372.70**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$3,375.00** estimated to be

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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. 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:

- (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. 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

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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 Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 14-495

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR SUMMERWOOD LAKES SECTION 2 IMPROVEMENT PLAN:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following sanitary sewer construction plans for Summerwood Lakes Section 2 Improvement Plan for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Summerwood Lakes Section 2 Improvement Plan for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Summerwood Lakes Section 2 Improvement Plan for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 14-496

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A HAZARD MITIGATION GRANT FOR DELAWARE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DCOHSEM):

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

Grant #	HMGP for DR-4098-OH
Source:	Federal Emergency Management Agency (75%), Ohio Emergency Management Agency (12.5%) and remaining non-federal match (12.5%)
Grant Period:	Two years from award date.
Grant Amount:	\$600,000
State Match:	\$100,000
Local Match:	<u>\$100,000</u>
Total Grant Amount:	\$800,000

The Grant is established to reduce or eliminate long term risk posed by weather-related hazards. This grant application is for two high-wind safe rooms at Delaware State Park in Delaware County. Such shelters would provide near absolute protection and must meet certain construction standards.

One important prerequisite for this project has already been completed; a warning system has been implemented. Two outdoor warning sirens have been installed at both Delaware and Alum Creek State Parks through a 50% reimbursement grant secured by DCOHSEM with the 50% non-federal match coming from the Board of Delaware County Commissioners.

Local match and funding sources are described above. Funding is not available through the DCOHSEM budget.

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

RESOLUTION NO. 14-497

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO ACT ON BEHALF

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OF THE BOARD AT THE CLOSING FOR THE ACQUISITION OF PROPERTY ON CLARK SHAW ROAD:

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

WHEREAS, on April 14, 2014, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 14-419, approving a contract for the sale and purchase of real property with Michael and Michelle McKay; and

WHEREAS, the closing for the transaction approved in Resolution No. 14-419 is scheduled for Friday, May 2, 2014 (the "Closing"); and

WHEREAS, pursuant to section 305.30(K) of the Revised Code, the Board may authorize the county administrator to perform such additional duties as the Board determine by resolution; and

WHEREAS, the Board desires that the county administrator appear at and act on behalf of the Board at the Closing;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby directs the county administrator to appear at the Closing and authorizes the county administrator to act on behalf of the Board at the Closing, including taking any actions or executing any documents necessary to carry out the transaction approved in Resolution No. 14-419.

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

ADMINISTRATOR REPORTS

Tim Hansley

- The Board should have a copy of draft about the Sawmill Parkway extension by the end of next week
- Attended a meeting with the City of Columbus concerning the Gemini Extension project.
- Will be on a phone call concerning the Outlet Mall tomorrow.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

- DKMM accepted the resignation of Larry Cooper
- Dave Seitz has been named to the Ohio Commission of Parks and Recreation from the Governor's office

Commissioner Stapleton

- Larry Cooper will be missed

Commissioner Merrell

- Attended a meeting with the Director of CSEA, Joyce Bowens, concerning a grant to help educate fathers about parenthood

RESOLUTION NO. 14-498

IN THE MATTER OF ADJOURNING INTO EXECUTIVE TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 10:35 AM.

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

RESOLUTION NO. 14-499

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:30AM.

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

There being no further business, the meeting adjourned.

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Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners