

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 2014

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

Present:  
Gary Merrell, President  
Dennis Stapleton, Vice President  
Ken O'Brien, Commissioner

RESOLUTION NO. 14-1156

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 6, 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 October 6, 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              Aye              Mr. O'Brien              Aye

RESOLUTION NO. 14-1157

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL SESSION HELD OCTOBER 7, 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 a special session on October 7, 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 special session 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 special session.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1158

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1008:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1008 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Assist A4 Dentist	Job and Family Program	22311611-5348	\$ 6,000.00
Embracing Autism	Job and Family Program	22511607-5342	\$14,000.00
Facilities Department	Job and Family Mailing Service	22411605-5331	\$8,000.00
Heritage	Medical Supplies	10011303-5243	\$3,000.00
AEP	Electric	10011303-5338	\$1,500.00
Boundtree	Medical Supplies	10011303-5243	\$10,000.00

PR Number	Vendor Name	Line Description	Line Account	Amount
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COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 2014

<b>ENVIRONMENTAL SERVICE</b>						
R1405411	ALRO STEEL CORP	METALS AND INDUSTRIAL SUPPLIES - OECC	66211903-5201	\$5,000.00		
R1405411	ALRO STEEL CORP (LINE 2)	METALS AND INDUSTRIAL SUPPLIES – ALUM CREEK	66211904-5201	\$5,000.00		
R1405480	POSTMASTER	POSTAGE FOR NOVEMBER BILLING	66211901-5331	\$9,825.00		
R1405499	NEXGENACCESS INC	TOWER FOR LOWER SCIOTO NETWORK & COMMUNICATION POINTS	66211901-5450	\$12,658.00		
Vote on Motion	Mr. Stapleton	Aye	Mr. O'Brien	Aye	Mr. Merrell	Aye

RESOLUTION NO. 14-1159

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The County Administrator is requesting that Jeanette Adair, Karla Jacobs, Patrick Brandt, Yvette Hatten and Jennifer Keck participate in a Communications Center Supervisor 4<sup>th</sup> APCO (Association of Public Communication Officials) online class from November 12<sup>th</sup>-December 16, 2014 at the cost of \$1955.00 (fund number 21411306).

The County Administrator is requesting that Jeanette Adair, Amy Wright, Kaylyn Heading, Jason Hutchison and Kathy Price participate in a Communications Training Officers 5<sup>th</sup> APCO (Association of Public Communication Officials) online class from October 29<sup>th</sup>-December 2, 2014 at the cost of \$1975.00 (fund number 21411306).

The County Administrator is requesting that Jenna Jackson attend a 2014 Community Development Conference in Huron, OH from November 19-21, 2014 at the cost of \$482.80 (fund number 21011113).

The County Administrator is requesting that Patrick Brandt, Jeanette Adair and Karla Jacobs attend a Public Safety Communications Staffing and Employee Retention online course from December 3-23, 2014 at the cost of \$707.00 (fund number 21411306).

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

RESOLUTION NO. 14-1160

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND XYLEM WATER SOLUTIONS USA, INC. FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT OUTPOST 3 SOFTWARE UPGRADE:

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement with Xylem Water Solutions USA, Inc. for the Delaware County Regional Sewer District Outpost 3 Software Upgrade.

**DELAWARE COUNTY REGIONAL SEWER DISTRICT**  
**OUTPOST 3 SOFTWARE UPGRADE**  
**CONTRACT**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 9th day of October, 2014 by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Xylem Water Solutions USA, Inc., 1615 State Route 131 Milford, Ohio 45150 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

**Section 3 – Scope of Services (Work)**

Contractor agrees to furnish, unto the County, contract services in accordance with the Scope of Services attached hereto (Exhibit “A”) and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 2014**

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**Section 4 – Compensation**

The Contractor agrees that invoices for the Scope of Services in Section 3 of this agreement shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. The County shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not exceed \$44,599.05 in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

**Section 5 – Payment**

Compensation shall be paid upon completion of service performed and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Term**

This Agreement shall be in effect upon execution of contract until December 31<sup>st</sup> 2014.

**Section 7 – Insurance**

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Liability and Warranties**

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

**Section 11 – Miscellaneous Terms & Conditions**

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 2014**

---

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Findings for Recovery: Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 11.9 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.
- 11.10 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 2014

created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

**Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Xylem Water Solutions USA, Inc. in the total amount of \$44,599.05 from org key 66211901-5320.

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

**RESOLUTION NO. 14-1161**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWER IMPROVEMENTS FOR VILLAS OF OLENTANGY PHASE 1:**

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

Whereas, the construction of new sanitary sewers at the Villas Of Olentangy Phase 1 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>Villas Of Olentangy Phase 1</b>	2114' feet of 8- inch sewer	\$141,550.65
	15- manholes	\$40,549.20

Now, therefore, be it resolved, by the Board of County Commissioners, Delaware County, Ohio:

The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

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

**RESOLUTION NO. 14-1162**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR VILLAGE AT OLENTANGY CROSSING PHASES 1 & 2:**

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

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 the Village at Olentangy Crossing Phases 1 & 2.

**Village At Olentangy Crossing Phases 1 & 2**

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

THIS AGREEMENT executed on this 9th day of October 2014, by and between OLENTANGY CROSSING LLC., herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the VILLAGE AT OLENTANGY CROSSING PHASES 1 & 2 Subdivision Plat or Sewer Easement(s) Recorded 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 37.0 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

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 2014**

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Sewer Easement(s) 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 VILLAGE AT OLENTANGY CROSSING PHASES 1 & 2, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$105,850.02) 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.

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 of VILLAGE AT OLENTANGY CROSSING PHASES 1 & 2 (\$3,704.75). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$9,000.00 estimated to be necessary to pay the cost of inspection for VILLAGE AT OLENTANGY CROSSING PHASES 1 & 2 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

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 2014

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 by the SANITARY ENGINEER.

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 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.

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 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              Aye              Mr. Stapleton              Aye

**RESOLUTION NO. 14-1163**

**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 Job and Family Services recommends the hiring of Emily Goodman as a Social Services

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 2014**

Worker II for the JFS Department; effective October 13, 2014.

Therefore Be it Resolved, the Board of Commissioners accept the hiring of Emily Goodman as a Social Services Worker II for the JFS Department; effective October 13, 2014.

The Director of Job and Family Services recommends the hiring of Moneka Lawrence as a Social Services Worker III for the JFS Department; effective October 27, 2014.

Therefore Be it Resolved, the Board of Commissioners accept the hiring of Moneka Lawrence as a Social Services Worker III for the JFS Department; effective October 27, 2014.

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

## ADMINISTRATOR REPORTS

## Tim Hansley

**-No reports**

## COMMISSIONERS' COMMITTEES REPORTS

**Commissioner Stapleton**

**-No reports**

**Commissioner O'Brien**

**-Attended and participated in the Family and Children First Council Executive meeting. It looks as if the Delaware Board of Developmental Disabilities will not be the fiscal administrator beginning FY2016.**

**-Attended and participated in an EMA meeting. There is a belief that grants may diminish and that will affect how we fund EMA. There is a dam inundation exercise coming up.**

**Commissioner Merrell**

**-Attended the Ground Blessing for the new Mt. Carmel center. The event was well attended.**

**RESOLUTION NO. 14-1164**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF  
EMPLOYMENT; DISCIPLINE; DEMOTION; COMPSEINATION OF A PUBLIC EMPLOYEE OR  
PUBLIC OFFICIAL:**

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 9:39 AM.

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

**RESOLUTION NO. 14-1165**

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

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 12:02 PM.

Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye	Mr. Stapleton	Aye
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**RESOLUTION NO. 14-1166**

**IN THE MATTER OF APPROVING A PROCLAMATION OF RECOGNIZATION OF BUN'S RESTAURANT FOR 150 YEARS OF SERVICE TO THE CITIZENS OF DELAWARE COUNTY:**

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

## TRIBUTE

Be it hereby known to all that Gary Merrell, Dennis Stapleton, and Ken O'Brien, Commissioners of Delaware County extend sincere congratulations to Bun's Restaurant On the occasion of its 150th Anniversary. Commissioner Merrell, Commissioner Stapleton and Commissioner O'Brien congratulate Bun's Restaurant for 150 years of service in downtown Delaware, Ohio.

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



COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 2014

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There being no further business, the meeting adjourned.

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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