

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 20, 2015

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

Present:
Gary Merrell, President
Barb Lewis, Vice President

RESOLUTION NO. 15-962

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 10, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 10, 2015; 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 Mrs. Lewis Aye -

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-963

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0819 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0819:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0819 and Procurement Card Payments in batch number PCAPR0819 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Delaware Motive Parts	Service Center	10011106-5228	\$ 5,000.00
Washington Auto Parts	Service Center	10011106-5228	\$ 10,000.00
Interstate Battery	Service Center	10011106-5228	\$ 1,000.00
Janton Company	EMS Supplies	10011303-5201	\$ 1,000.00
PNC (line 1 P1500577)	EMS Procurement Card	10011303-5200	\$ 1,500.00
PNC (line 2 P1500577)	EMS Procurement Card	10011303-5300	\$ 4,500.00
AEP	Electric Regional Sewer	66211904-5338	\$ 300,000.00
Staples Advantage	Office Supplies	10011105-5201	\$ 9,500.00
State of Ohio	IKEA Commitment	10011102-5601	\$1,000,000.00
OSU	Job and Family Client Program	22311611-5348	\$ 5,000.00
Columbus State	Job and Family Client Program	22311611-5348	\$ 20,000.00
Scrubs	Job and Family Client Program	22311611-5348	\$ 500.00

<u>PR Number</u>	<u>Vendor</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line</u>
R1504309	BOARD OF DEVELOPMENTAL DISABILITIES	ACCRUED LEAVE & CONTRACT SERVICES	70161603 - 5301	\$ 40,762.36	0001
R1504309	BOARD OF DEVELOPMENTAL DISABILITIES	HELP ME GROW	70161606 - 5301	\$305,403.16	0002
R1504455	KOHL'S DEPARTMENT STORES	TANF SCHOOL CLOTHING PROGRAM	22411602 - 5348	\$100,000.00	0001
R1504456	PNC BANK	TANF SCHOOL CLOTHING PROGRAM (WALMART)	22411602 - 5200	\$ -	0001

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R1504456	PNC BANK	TANF SCHOOL CLOTHING PROGRAM (WALMART)	22411602 - 5300	\$ 70,000.00	0002
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-964

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Mindy Kunce, Sue Sours, Teresa Klabus and Jason Porter attend an Inquiry Training in Columbus, Ohio August 19, 2015; at no cost.

The Child Support Enforcement Agency is requesting that Mindy Kunce, Sue Sours, Teresa Klabus and Jason Porter attend a Financial History and Allocation Training in Columbus, Ohio August 20, 2015; at no cost.

The County Administrator recommends Bob Lamb, Economic Development Director, attend the Partnership for Excellence Lean Ohio Six Sigma training program August 24th to August 28th, 2015.

The County Administrator is requesting that Seiji Kille attend a 2015 COAGA Professional Development Training in Columbus, Ohio October 5-6, 2015 at the cost of \$342.60 (fund number 10011102)

The 911 Communications Department recommends Patrick Brandt attend a NENA ENP Certification Course in Columbus, Ohio October 7-9, 2015 (fund number 21411306).

The Code Compliance Manager, Fred Fowler is requesting, along with Duane Matlack, to attend an Ohio Floodplain Management Conference in Worthington, OH from August 26-27, 2015 at the cost of \$400.00 (fund number 10011301).

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-965

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM BWR LEWIS CENTER, LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that BWR Lewis Center, LLC has requested a transfer of a D5, D6 permit located at 8661 Columbus Pike & Patio, Lewis Center, OH 43035 and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-966

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF JULY 2015:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the Treasurer's Report for the month of July 2015.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION NO. 15-967

IN THE MATTER OF CANCELING THE THURSDAY AUGUST 27, 2015 COMMISSIONERS' SESSION AND THE TUESDAY SEPTEMBER 1, 2015 SPECIAL SESSION:

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It was moved by Mrs. Lewis, seconded by Mr. Merrell to cancel the Thursday August 27, 2015 Commissioners' session and the Tuesday September 1, 2015 special session.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15- 968

IN THE MATTER OF APPOINTMENT OF THE BOARD'S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to appoint the following to the following boards and commissions:

Board of Revision-Jeff Benton

Regional Planning - All 3 Commissioners

Regional Planning Executive Committee – Gary Merrell
Regional Planning Executive Alternate- Barb Lewis

Records Commission – Jeff Benton

Investment Committee –Barb Lewis and Jeff Benton

JFS Committee on Community Planning-Barb Lewis
Job and Family Services (Children's Services Sub-Committee of Community Planning) – Barb Lewis
Job and Family Services (WIB Sub-Committee of Community Planning) – Gary Merrell

Delaware-Knox-Marion-Morrow County WIB- All 3 Commissioners

Area 7 Board- Gary Merrell

Family and Children's First Council – Barb Lewis

CCAO Consortium (CEBCO) –Gary Merrell (Alternate-Barb Lewis)
(Assistant County Administrator/An Additional Alternate For CEBCO AND CORSA)

Central Ohio Youth Center Board (Joint Detention Center) –All 3 Commissioners
Central Ohio Youth Center Board (Joint Detention Center) –Trustee- Jeff Benton

DKMM Solid Waste District - All 3 Commissioners

DKMM Solid Waste District Executive Committee – Gary Merrell

DKMM Policy Board –Barb Lewis

DKMM Budget/Audit Committee – Jeff Benton

EMA/LEPC – Barb Lewis
EMA/LEPC alternate Tim Hansley

MORPC-All 3 Commissioners

911 Board-Gary Merrell
911 Board alternate- Jeff Benton

Community Action Organization –Barb Lewis

Correction Planning – Gary Merrell

CIC (Community Improvement Corporation) - All 3 Commissioners

Data Processing Board – Gary Merrell

Railroad Task Force-Barb Lewis

The Strand Cultural Arts Board–Gary Merrell

The Board of Commissioners hereby orders that any prior resolutions inconsistent with this Resolution are hereby repealed and superseded in accordance with this Resolution.

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Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-969

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 Mrs. Lewis, seconded by Mr. Merrell to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board"), pursuant to R.C. § 307.41, 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 Delaware County Board of Elections to expend county monies for the purchase of one (1) new vehicle for the Delaware County Board of Elections; and,

WHEREAS, the Delaware County Board of Elections recommends the purchase of a 2014 Dodge Promaster 159 Window Van, with eight removable seats.

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

Section 1. The Board, pursuant to R.C. § 307.41, hereby declares that a necessity exists to purchase one (1) new vehicle for use by the Delaware County Board of Elections for its use to transport election equipment and staff.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2014 Dodge Promaster 159 Window Van, with eight removable seats, for a total price of \$40,238.50.

Section 3. The Board hereby approves the purchase of such vehicle and a purchase order request for a total of \$40,238.50 from org key 41711436 to Kassel Automotive, Inc. DBA Liberty - Chrysler – Jeep Dodge - Ram, 12895 Worthington Rd, SW, Pataskala, Ohio 43062 for such purchase.

Section 4. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and 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 R.C. § 121.22.

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

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-970

IN THE MATTER OF APPROVING ADDENDUM TO THE RETAIL BUYERS ORDER AGREEMENT BETWEEN KASSEL AUTOMOTIVE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO:

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

ADDENDUM TO THE RETAIL BUYERS ORDER AGREEMENT BETWEEN KASSEL AUTOMOTIVE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO

This agreement serves as an addendum to the Retail Buyers Order Agreement ("Agreement") agreed to on July 31, 2015, between Kassel Automotive, Inc., d/b/a Liberty-Chrysler-Jeep-Dodge-Ram, 12895 Worthington Road SW, Pataskala, Ohio 43062 (hereinafter "Dealer") and the Delaware County Board of Commissioners, 101 N. Sandusky St., Delaware, Ohio 43015 (hereinafter "Buyer").

The following terms and conditions are hereby added to the Agreement: CAMPAIGN FINANCE –

COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 1(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 said sections of the Revised Code are in compliance with the applicable provisions of section

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3517.13 of the Revised Code. Dealer, 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 Buyer from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

INSPECTION AND MAINTENANCE OF RECORDS AND WORK PAPERS/AUDIT:

Dealer, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, Dealer shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later. At any time, during regular business hours, with reasonable notice and as often as Buyer, the Comptroller General of the United States, the State, or other agency or individual authorized by Buyer may deem necessary, Dealer shall make available to any and/or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. Buyer and the above named parties shall be permitted by Dealer to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to this Agreement.

PUBLIC RECORDS:

Dealer agrees and acknowledges that this agreement is subject to the Public Records Law of the State of Ohio.

DRUG FREE WORKPLACE:

Dealer agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. Dealer shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-971

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR ADULT COURT SERVICES:

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

Supplemental Appropriations		
25422301-5319	CBCG Intensive Supervision/Reimbursement	2,444.40
25422308-5319	Comm. Non-Residential Program/Reimbursement	532.58
25422311-5319	Pre-Sentence Investigation/Reimbursement	2,480.93
25622303-5305	Intensive Supervision/Training & Staff Development	2,000.00
25622303-5310	Intensive Supervision/Travel – Non-Taxable	3,000.00
25622303-5342	Intensive Supervision/Medical & Health Related Services	3,000.00

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-972

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR ADULT COURT SERVICES:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Court of Common Pleas, has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of

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Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority: Court of Common Pleas
Office/Department: Adult Court Services

Daily spending per card: \$ 5,000
Monthly spending per card: \$10,000
Single transaction limit: \$ 5,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card: Joseph Perry

Department Coordinator: Kay Baglione

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-973

IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES GRANT FOR DELAWARE COUNTY JUVENILE COURT:

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

WHEREAS, the Delaware County Juvenile has applied for and been awarded the ODMH Drug Court grant for 2016; and

WHEREAS, the Grant will be used to pay for staffing and training and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, the Board of County Commissioners accepts this grant award and designates the Delaware County Juvenile Court Administrator Katie Stenman to execute the agreement;

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Stenman as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant: 2016 ODMH 51,716.00
Source: Ohio Department of Mental Health and Addiction Services

Grant Period: 7-1-15 thru 6-30-16
Total Grant Amount: \$51,716.00
Local Match 0

Section 2. The Board hereby authorizes Court Administrator Stenman, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents will be on file at Juvenile Court office of fiscal and grants.

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION NO. 15-974

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND FEINKNOPF, MACIOCE, SCHAPPA ARCHITECTS FOR PLAN REVIEW SERVICES:

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

Whereas, the Supervisor of Code Compliance recommends approval of the following Agreement;

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Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Agreement with Feinknopf, Macioce, Schappa Architects for Plan Review Services.

**AGREEMENT BETWEEN DELAWARE COUNTY, OHIO
AND FEINKNOPF, MACIOCE, SCHAPPA ARCHITECTS FOR PLAN REVIEW SERVICES**

This Agreement, made and entered into this 20th day of August, 2015, by and between Delaware County, Ohio through the Board of County Commissioners (hereinafter referred to as the "County") and Feinknopf, Macioce, Schappa Architects with offices at 995 West Third Avenue, Columbus, Ohio, 43212 (hereinafter referred to as the "Contractor").

WHEREAS, the County is occasionally in need of residential and non-residential, backup plan examination services in the county; and

WHEREAS, the Contractor has qualified staff and is willing to provide the backup plan review; and

WHEREAS, the County desires to establish this Agreement with the Contractor to provide the backup plan review services;

NOW, THEREFORE, the County and the Contractor, in consideration of their mutual covenants, agree as follows:

SECTION I. BASIC SERVICES OF THE CONTRACTOR

- A. The Contractor shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The Contractor shall review construction documents submitted to the Delaware County Code Compliance Office for conformance with the Delaware County Building Code, the Residential Code of Ohio and the Ohio Building Code, as adopted by the State of Ohio and/or the County. Upon completion of the review, the Contractor shall provide to the County an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted construction documents, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The Contractor agrees to review and return submitted construction documents to the County within seven (7) business days for residential and twelve (12) business days for commercial from the date of receipt by the Contractor.
- C. The Contractor shall maintain, at its own expense, copies of the necessary codes, standards, equipment, tools and vehicle(s) required for the execution of the services of this Agreement. This shall include the text, electronic file or online access to the current version adopted by the County.
- D. The Contractor shall, for the life of the agreement, maintain all certifications necessary for the execution of the services. Any loss of certification shall be communicated immediately to the County and promptly confirmed in writing to the County.
- E. The Contractor shall maintain, at its own expense, professional liability insurance at minimum amounts approved by the County.
- F. Throughout the entire term of this Agreement, the Contractor shall maintain, at its own expense, general liability insurance, with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of \$2,000,000 and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- G. Throughout the entire term of this Agreement, Contractor agrees to maintain, at its own expense, automobile liability insurance on all vehicles used in connection with this Agreement, with a minimum coverage of Three Hundred Thousand Dollars (\$300,000) per occurrence, and agrees to name the County as additional insured in such insurance policy. Before rendering services under this contract, Contractor agrees to provide the County with a copy of such policy and the endorsement listing County as additional insured. Contractor agrees to immediately notify the County should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The County reserves the right to immediately terminate this Agreement upon receiving such notice.
- H. The Contractor shall provide to the County proof of worker's compensation coverage as required by Ohio law.
- I. The Contractor shall furnish its own vehicle(s) for transportation. The Contractor's employees providing services hereunder shall, for the life of the agreement, maintain a valid driver's licenses.

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- J. Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. Contractor shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, and local laws regarding discrimination in employment. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by County, and Contractor may be declared ineligible for future agreements with the County.

SECTION II. COUNTY RESPONSIBILITIES

- A. The County shall furnish to Contractor the standard forms necessary for the execution of the services. The County shall establish the necessary procedure for the plan review services.
- B. The County shall issue and/or collect all permits, registrations, fees, etc.
- C. The County shall provide to Contractor clerical services necessary for the processing of the permits.
- D. The County shall provide for the pick up and delivery of construction documents.
- E. The County shall provide conference and meeting facilities for the Contractor to meet with applicants in regards to the work performed by the Contractor pursuant to this Agreement.
- F. The County shall use its best effort to secure release of other data held by others necessary for the Contractor to perform their obligations under this Agreement.
- G. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the County. The County shall provide for the appeal mechanism for disputes and complaints.

SECTION III. BASIS OF PAYMENT

- A. The Contractor shall be compensated based upon the following fee schedule:

Plan examination services - includes typed written comments and administrative costs

Commercial plan examination - \$78/hour, minimum fee equal to one hour

Residential plan examination - \$78/hour, minimum fee equal to one hour

Required meetings with County staff &/or customer - \$78/hour

Required attendance at Adjudication Hearing - \$78/hour

Reimbursable expenses – At cost

Mileage – \$0.575/mile

- B. Total payments pursuant to this Agreement shall not exceed \$10,000.
- C. The Contractor shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the Contractor's written Approval, Addendum Letter or Correction Letter.
- D. The Contractor shall invoice the County monthly for services rendered through the previous month, and the County agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The Contractor shall provide any additional supporting documentation upon the County's request. The County reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

SECTION IV. GENERAL CONSIDERATIONS

- A. This Agreement shall be governed by 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.
- B. The Contractor shall not assign their responsibilities under this Agreement to third parties without the County's written consent.
- C. This Agreement shall commence upon the date on which the County authorizes the signing of this Agreement and shall be valid for one (1) year.

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- D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.
- E. Either party for convenience may terminate this Agreement without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause, provided the other party is given a reasonable opportunity to cure the alleged default.
- F. To the fullest extent permitted by law, the Contractor shall indemnify, keep, save and hold harmless the County, its officers, agents, servants, and employees from and in all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any act, damage, injury, accident or occurrence of any type arising from the Contractor's performance of this Agreement to the extent caused by Contractor, Contractor's officers, employees, agents, or any other person for whom Contractor is liable. The Contractor shall undertake to defend the County, at Contractor's sole expense, in and from any and all actions, claims, or demands brought against the County by reason of the things stated above or any and all actions performed or taken under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the County as a result of actions under or as a result of the performance of this Agreement, including but not limited to attorney's fees.
- G. No employee of the Contractor shall at any time be considered an agent or employee of the County. The Contractor shall be considered an independent contractor and shall be responsible for the payment of all salary, benefits, insurance, workers compensation, taxes, and withholdings for its employees. **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.**
- H. 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 any prior, concurrent, or future breach, unless said waiver expressly states an intention to waive another specific term or provision or breach.
- I. Contractor states and agrees that the individual(s) who, on behalf of the Contractor, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of Contractor and are authorized to and have authority to enter this Agreement on behalf of Contractor and by so signing have authority to bind and do(es) bind Contractor to any and all terms of this Agreement.
- J. 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 in full force and effect.
- K. The subject headings of the paragraphs 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.
- L. This document represents the entire Agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.
- M. Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- N. 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.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Feinknopf, Macioce, Schappa Architects in the total amount of \$10,000 from org key 10011301 – 5301.

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 15-975

IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR THE SANITARY SEWER
IMPROVEMENT PLAN FOR LIBERTY TRACE SECTION 1:

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

WHEREAS, the Director of Environmental Services recommends supporting the proposed project for Liberty Trace Section 1 for future connection to the County sewerage system; and

WHEREAS, the Director of Environmental Services recommends that the Board permit the Sanitary Engineer’s signature on a letter of support for concurrent review by the Ohio EPA; and

WHEREAS, the Sanitary Engineer’s signature on the aforementioned concurrent review letter does not constitute approval by the County Sanitary Engineer, County Engineer, or Board of Commissioners of the sanitary sewer improvement plan for Liberty Trace Section 1; and

WHEREAS, additional changes to the sanitary sewer improvement plans for Liberty Trace Section 1 may still be required by the Sanitary Engineer or County Engineer’s office; and

WHEREAS, if the aforementioned letter of support is submitted to the EPA, EMH&T, which is the professional engineering firm of record for this project, will be required to ensure that the final sanitary sewer improvement plan for Liberty Trace Section 1, as signed by Delaware County, is the same plan as approved by the Ohio EPA.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners permits the Sanitary Engineer to sign a letter of support for concurrent review by the Ohio EPA for Liberty Trace Section.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-976

IN THE MATTER OF APPROVING THE SECOND SUPPLEMENTAL DEVELOPER’S
AGREEMENT BETWEEN NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC AND THE
BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY:

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

SECOND SUPPLEMENTAL DEVELOPER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS SECOND SUPPLEMENTAL DEVELOPER’S AGREEMENT (this “AGREEMENT”) is made and entered into this 20th day of August 2015, by and between NorthStar Residential Development, LLC, an Ohio limited liability company, as successor-in-interest to Northstar Land LLC (the “DEVELOPER”) and the Board of County Commissioners of Delaware County, Ohio (the “COUNTY”). The DEVELOPER and the COUNTY intend this Agreement to serve as a Second Supplemental Agreement to the following agreements:

- A. Developer’s Agreement for Northstar Water Reclamation Facility Improvement Plans by and between Northstar Land LLC and the County, approved on August 3, 2006 per Resolution 06-1002, as modified by that Supplemental Developer’s Agreement by and between Developer and the County, approved on December 2, 2014 per Resolution 14-1389 (the “FIRST SUPPLEMENTAL AGREEMENT”, and jointly, the “DEVELOPER’S AGREEMENT”).
- B. Sanitary Subdivider’s Agreement for Northstar Section 1, Phase D approved on February 3, 2014 per Resolution No. 14-111.
- C. Supplemental Developer’s Agreement approved on December 2, 2014 per Resolution No. 14-1389.

RECITALS

WHEREAS, the DEVELOPER and its affiliate are developing the Northstar Subdivision in Delaware County, Ohio (the "SUBDIVISION"), and the Subdivision consists of single family residences, commercial development areas, two schools, a golf course, a golf course clubhouse, and related facilities; and

WHEREAS, in connection with the development of the Subdivision, the DEVELOPER installed a wastewater reclamation facility and reuse system for the Subdivision in accordance with permits issued by the applicable governmental authorities (hereinafter referred to as the "FACILITY"); and

WHEREAS, the FACILITY has been publicly dedicated by the DEVELOPER to Delaware County, and the COUNTY has accepted such FACILITY per Resolution 08-1404 on November 24, 2008 and has assumed responsibility for the maintenance, use and operation of the FACILITY, in accordance with the terms of the Developer’s Agreement approved per Resolution 06-1002; and

WHEREAS, pursuant to the First Supplemental Agreement, Developer has agreed to correct certain defective materials and/or workmanship as more particularly set forth in the First Supplemental Agreement (the

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“REPAIRS”); and

WHEREAS, the DEVELOPER and the COUNTY desire to modify the Developer’s Agreement as more particularly set forth below.

NOW, THEREFORE, in light of the Recitals set forth herein, which are deemed to be an integral part of this Agreement, the DEVELOPER and the COUNTY mutually agree to the following additional conditions to the Developer’s Agreement for the FACILITY and the Subdivider’s Agreements for Northstar Section 1, Phase D:

1. Capitalized terms not defined herein shall have the meanings given to such terms in the Developer’s Agreement or First Supplemental Agreement, as applicable.
2. Section 5 of the First Supplemental Agreement is modified to provide that fourteen (14) of the forty-three (43) lots located in Section 1, Phase D of the Subdivision will be allowed to connect to the IMPROVEMENTS until the repairs to the FACILITY are complete and accepted by the Sanitary Engineer and the COUNTY, and the FACILITY is again operational. These 14 lots are not limited to the lots participating in the Parade of Homes.
3. The DEVELOPER shall indemnify and hold the COUNTY harmless from any damages, liabilities, costs, fees, fines, and other expenses that the COUNTY may incur as a result of any claim, judgment, regulatory violation, or other finding against the COUNTY arising from or related to the DEVELOPER’S failure to adhere to the additional conditions set forth herein.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-977

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR DERBY GLEN FARMS SECTION 3:

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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 Derby Glen Farms Section 3;

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 20th day of August 2015, by and between **Jewett Road Associates, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Derby Glen Farms Section 3** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Derby Glen Farms Section 3 Sanitary Sewer Improvement**, dated **July 10, 2015**, and approved by the County on **July 13, 2015**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **24** 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.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$169,800.00**) 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 the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____

Date _____

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Derby Glen Farms Section 3 Sanitary Sewer Improvement**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Derby Glen Farms Section 3 Sanitary Sewer Improvement (\$5,943.00)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$14,433.00** estimated to be necessary to pay the cost of inspection for **Derby Glen Farms Section 3** 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 Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

INSPECTOR \$75.00 per hour

CAMERA TRUCK \$150.00 per hour

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements 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.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Derby Glen farms Section 3 Sanitary Sewer Improvement** as required by the County.

SECTION V: CONSTRUCTION

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

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

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

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

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

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges

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and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

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

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

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

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

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

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-978

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR VILLAGE AT OLENTANGY CROSSING PHASES 1 & 2; CHESHIRE WOODS SECTION 3A AND ESTATES OF GLEN OAK SECTION 5, PHASE B:

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

Whereas, the construction of new sanitary sewers at the Village At Olentangy Crossing Phases 1 & 2; Cheshire Woods Section 3a And Estates Of Glen Oak Section 5, Phase B have been completed to meet sewer district requirements; and

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

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

Village At Olentangy Crossing Phases 1 & 2

1522 feet of 8- inch sewer	\$90,737.20
6 ea- manhole	\$15,112.82

Cheshire Woods Section 3A

1882 feet of 8- inch sewer	\$128,184.73
794 feet of 10-inch sewer	\$54,636.11
400 feet of 12-inch sewer	\$27,318.06
10 ea- manhole	\$20,600.00

Glen Oak Section 5, Phase B

911 feet of 8- inch sewer	\$7,320.00
4 ea- manhole	\$64,203.00

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.

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. 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.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-979

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND XYLEM WATER SOLUTIONS USA, INC. FOR THE OECC MECHANICAL MIXER SERVICES:

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

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

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the following Agreement with Xylem Water Solutions USA, Inc. for the OECC Mechanical Mixer Service Contract.

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
OLENTANGY ENVIRONMENTAL CONTROL CENTER
MECHANICAL MIXER SERVICE CONTRACT**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 20th day of August, 2015, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Xylem Water Solutions USA, Inc. 1615 State Route 131 Milford, Ohio 45150 (“Contractor”).

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”).

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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.

Section 4 – Compensation

Inspection within the Scope of Services (Work)

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 equal or exceed \$12,000.00 annually 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.

Requests for Additional Work and parts outside the Scope of Services (Work)

Upon completion of the inspection, any and all requests for additional work and parts shall be made by the Contractor by submitting a quotation to the County within ten (10) calendar days. The County and Contractor acknowledge that additional labor may be required that is outside the scope of service in order to replace equipment parts on the mechanical mixers. Billable services to the County for Additional Work and Parts outside the Scope of Services (Work) shall not equal or exceed \$25,000.00 during the term of this initial agreement. The County agrees that equipment parts required for repair of the mechanical mixers outside the scope shall be provided by the Contractor, the cost of which shall be presented to the County by submitted quotation prior to commencing any Additional Work.

The Contractor agrees that invoices for Additional Work and parts shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the Additional Work. The County shall not be responsible for expenses attributable to the errors or neglect of the Contractor.

Section 5 – Payment

Compensation shall be paid upon completion of service performed from each visit, and shall be based on invoices in accordance with the Scope. Compensation for Additional Work and parts outside the scope shall also be paid upon completion of service performed. 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 this Agreement until December 31st, 2015.

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 Insured’s: The County, its elected officials and employees, shall be named as additional insured’s 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

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.

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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 there from, 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

- 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 **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.

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

11.8 **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 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 amount of \$12,000.00 from org key 66211903-5328.

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION NO. 15-980

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ENGINEER’S OFFICE:

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

Supplemental Appropriations		Amount
10040421-5401	Road and Bridge/Land Acquisition	\$ 500,000.00
10040421-5420	Road and Bridge/Road Constructions	\$2,000,000.00

Vote on Motion - Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-981

IN THE MATTER OF APPROVING A REAL ESTATE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE DEL-CR30-0.00 SUNBURY ROAD IMPROVEMENTS:

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

WHEREAS, the Board of Commissioners declared the necessity to improve Sunbury Road (County Road 30) between County Line Road and Maxtown Road and approved a cooperation agreement with the City of Westerville by resolution #13-683 (further amended by resolution #14-1403) to develop said improvements; and,

WHEREAS, the Ohio Department of Transportation (ODOT) is requesting approval of a real estate agreement governing the terms under which Delaware County will acquire necessary right of way for the improvements;

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

Section 1: The following agreement is hereby approved:

Real Estate Agreement No. 15-0811

CRS: DEL-CR30-0.00
FPN: FANE131544
SJN: 46732(5)
PID No: 95527

Pursuant to both Federal and State law, 49 CFR Part 24 and ORC 163 et.seq., the Ohio Department of Transportation is required to monitor all highway development projects receiving funds from the Federal Highway Administration. The rights of way acquired for the above referenced project will be incorporated into a Federally-assisted project and the following provisions must be set forth and agreed upon between the Delaware County Engineer’s Office and ODOT.

The LPA Agreement #25697, passed on 7/7/15 by The City of Westerville, a cooperative agreement between Delaware County Engineer’s Office and The City of Westerville signed 6/25/15 and which will be subsequently accepted and journalized by the Director of Transportation, provides for cooperation with the State on the acquisition of right of way on the above referenced project, which is described as follows:

Minor widening (2-3 lanes) of Sunbury Rd from County Line Rd to Maxtown Rd/T-32. Additional lanes at

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County Line Road intersection, curb and gutter, storm sewer, lighting, multi-use path on east side, sidewalk on west side.

Discussions and understandings between representatives from our organizations in reference to the acquisition of rights of way must now be officially set forth and agreed upon. If you agree to the following facts and stipulations, please sign all copies of this agreement and return them to the ODOT District Office.

The **ESTIMATED** right of way cost pertinent to this agreement based upon the right of way plans and work plan is \$1,000,000.00. This amount is inclusive of the cost of utility relocation, which is to be performed by the Delaware County Engineer's Office's consultant. (\$900,000 for acquisition and \$100,000 for utilities).

This is composed of the following:

<u>Title & Title Updates</u>	<u>Acquisition</u>
<u>Appraisals</u>	<u>Acquisition Relocation</u>
<u>Appraisal Reviews</u>	<u>Utility Relocation</u>
<u>Closings & Recordings</u>	<u>Labor</u>
<u>Acquisition Relocation Review</u>	

This project as programmed, provides for participation in project right of way costs as follows:

- Federal Participation of 80%
- Local Participation of 20%

With federal funds being utilized in the right of way phase of this project, Delaware County must have environmental clearance and authorization from the Federal Highway Administration. The Delaware County will work through the District Real Estate Office to secure the Federal Authorization.

Regardless of the right of way funding source, Delaware County must have authorization from the ODOT District Real Estate Office to begin any phase of the acquisition process.

The Federal Participation in this project has a cap of \$880,000 (Eight Hundred Eighty Thousand and 00/100 Dollars), which will not be exceeded or revised.

It is understood that, per the before-referenced agreement between Delaware County and the City of Westerville, Delaware County will acquire all right of way necessary for the entire project, but will only appropriate parcels within its jurisdiction. The City of Westerville will appropriate all parcels within its jurisdiction. Delaware County will also pay all right of way costs up front and seek reimbursement from ODOT for the eligible federal share.

Delaware County agrees that it will acquire the right of way necessary in accordance with sections 163.51 through 163.62, inclusive of the revised code of Ohio, sections 5501:2-5-01 et. seq. of the Ohio Administrative Code and any future amendments thereto which supplement and support Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and Federal Highway regulations and directives on Relocation Assistance and Real Property Acquisition, as well as full compliance with Title VI of the Civil Rights Act of 1964. Delaware County, in accordance with 23 CFR, Part 710, Subpart B., Sec. 710.203, paragraph (c), certifies it is adequately staffed, equipped and organized to manage the Real Estate functions through its own ODOT pre-approved staff and/or pre-approved contractual agents. Delaware County will comply with the Ohio Department of Transportation Real Estate Administration's Policies and Procedures Manual and all applicable State and Federal laws, rules and regulations.

Delaware County shall maintain all files, accounting records, and other evidence pertaining to costs incurred and agrees to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the Ohio Department of Transportation, Federal Highway Administration or their authorized representatives and copies thereof shall be furnished if requested.

Delaware County shall submit a letter to ODOT identifying the pre-qualified individuals for the following items pertaining to specific real estate functions, along with a Fee Schedule and must comply with ODOT policies and procedures and are incorporated herewith:

Title

Delaware County will provide or arrange to provide for a search of title for each property required for the project's right of way.

Appraisal

Delaware County will be responsible for the appraisals and will execute any necessary contracts with private fee appraisers in accordance with ODOT's approved list of appraisers.

Appraisal Review

Delaware County will be responsible for contracting with a review appraiser in accordance with ODOT's approved

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list of review appraisers who will be responsible for approving and/or disapproving the appraisals submitted by the fee appraiser. This contract must be held by Delaware County and cannot be a part of a Delaware County's prime acquisition consultant contract if they are responsible for the appraisals.

Negotiations

In compliance with State policies and procedures, negotiations shall not commence until Delaware County is in possession of an approved Fair Market Value Estimate. Negotiations and the settlement shall be governed by said approved fair market value. Delaware County shall negotiate with the owners for the purchase of real property and the conveyance of fee simple title by warranty deed or whatever lesser interest is required for the needs of the project. Such title will be taken in the name of Delaware County. Delaware County shall utilize negotiators in accordance with ODOT's approved list of negotiators.

Warrants for payment of all expenditures incurred in the acquisition of right of way will be issued by Delaware County. Delaware County will issue invoices, with supporting documentation, to ODOT for their 80% reimbursement of eligible acquisition costs.

Administrative and/or Case Settlement Review:

Delaware County must contact the District for any settlement authority over \$3,000. All requests for administrative reviews and case settlement reviews must be in writing and contain all the appropriate documentation to support the request. Delaware County shall have the authority to approve administrative reviews and case settlement reviews up to \$3,000 over the original offer. Any settlement in excess of the approved administrative review or case settlement review will be the responsibility of Delaware County if not approved by the District 6 Real Estate Administrator. Per the before-referenced agreement between Delaware County and the City of Westerville, the County will coordinate with the City of Westerville to review and approve all appraisals and administrative settlements (within the local's authority) for parcels located within the municipal corporation limits of the City of Westerville.

Appropriations

Delaware County will appropriate properties in its jurisdiction that it is unable to negotiate for the project in accordance with Chapter 163 of the Revised Code of Ohio. The City of Westerville will appropriate properties within its municipal jurisdiction that it is unable to negotiate for the project in accordance with Chapter 163 of the Revised Code of Ohio.

Relocation

Delaware County will administer the Relocation Assistance Program (RAP), using ODOT pre-approved relocation agents, if displacement is caused by the project.

Relocation Review

Delaware County will be responsible for all Relocation Reviews. Relocation reviews will consist of approving and/or disapproving all relocation determinations before offers are made to the displacee. Reviews will also consist of approving and/or disapproving all relocation claims and supporting documentation prior to presenting the claim(s) to the displacee. Delaware County shall utilize Relocation Reviewers in accordance with ODOT's approved list of Relocation Reviewers.

Utility Relocation

Delaware County and the City of Westerville will be responsible for the relocation and accommodation of all affected utilities, if necessary. If needed, the State can provide assistance in this matter.

Right of Way Certification

Upon completion of the acquisition process, Delaware County will certify to the District that the right of way has been fully acquired. The District will then certify the right of way to the Federal Highway Administration. Delaware County will coordinate this certification with the District Real Estate Office. This certification will include the utilities, encroachment removals and all applicable notes and exhibits. Delaware County's right of way certification date to the District is **April 1, 2016**.

Delaware County will provide the **PROPERTY MANAGEMENT, BUILDING DISPOSITION and ASBESTOS TESTING & ABATEMENT** functions, if necessary.

It is understood by Delaware County that disposal of unneeded portions of highway rights of way or limited access rights will be subject to State and Federal Highway Administration approval.

Disadvantaged Business Enterprise (DBE) Obligation: Delaware County or its contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this agreement. Delaware County and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for, receive and perform such contracts/subcontracts. Delaware County and its contractors shall not discriminate on the basis of race, color, national origin, age or sex in the award and performance of USDOT-assisted contracts.

Section 2: Within the scope of said agreement, the County Engineer is authorized to act on behalf of the Board

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except that such authority shall not include approval of contracts or obligations that require Board approval.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-982

IN THE MATTER OF APPROVING AN AMENDMENT TO THE SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND FISHEL HASS KIM ALBRECHT LLP:

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

The Assistant County Administrator/ Director of Administrative Services recommends approval of the service contract amendment between The Delaware County Board of County Commissioners and Fishel Hass Kim Albrecht LLP;

Therefore Be It Resolved, that the Board of Commissioners approve the service contract amendment between The Delaware County Board of County Commissioners and Fishel Hass Kim Albrecht LLP:

AMENDMENT TO CONTRACT FOR DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS

This amendment, effective on, this 20th day August, 2015, by and between Fishel Hass Kim Albrecht LLP and the Delaware County Board of County Commissioners, in the matter of Market Research For Pay System Adjustment is requesting additional funding for further meetings with the Commissioners and other necessary revisions not to exceed the amount of ten thousand (\$10,000.00)

Further Be It Resolved, that the Board of Commissioners approve a purchase order increase to Fishel Hass Kim Albrecht LLP in the amount of \$10,000.00 (10011108-5301).

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-983

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends the promotion of Christi Friley to an Income Maintenance Worker III; with the JFS Department; effective August 24, 2015;

Therefore Be it Resolved, the Board of Commissioners approve the promotion of Christi Friley to an Income Maintenance Worker III; with the JFS Department; effective August 24, 2015.

The Director of Job and Family Services recommends hiring Judith Elliot as an Employment Counselor with the JFS Department; effective August 24, 2015;

Therefore Be it Resolved, the Board of Commissioners approve hiring Judith Elliot as an Employment Counselor with the JFS Department; effective August 24, 2015.

The County Administrator recommends accepting the resignation of Jerry Heston as the Board of Revision/Hearing Board Officer for the Commissioners' Office; effective August 20, 2015;

Therefore Be it Resolved, the Board of Commissioners accept the resignation of Jerry Heston as the Board of Revision/Hearing Board Officer for the Commissioners' Office; effective August 20, 2015.

The County Administrator and Economic Development Director recommend approving the end of intern assignment for Jeremy Druhot as the Economic Development intern; effective August 14, 2015;

Therefore Be it Resolved, the Board of Commissioners approves the ending of intern assignment for Jeremy Druhot as the Economic Development intern; effective August 14, 2015.

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-984

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE CUSTODIAL SUPERVISOR FOR THE MAINTENANCE DEPARTMENT:

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

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Whereas, the Assistant County Administrator/ Director of Administrative Services recommends approving the job description for the Custodial Supervisor for the Maintenance Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Custodial Supervisor for the Maintenance Department:

**JOB DESCRIPTION
Custodial Supervisor**

Job Title:	Custodial Supervisor	Department:	Maintenance
Position Type:	Full-time Non-bargaining unit	Address:	1405 U S Rt 23 North Delaware, OH 43015
Typical Work Schedule:	Monday through Friday	Pay Range:	County Compensation plan
Contact Information:	740-833-2120	FLSA:	Hourly, Non- exempt
How to apply:	http://www.co.delaware.oh.us/index.php/employment		
Objectives			
JOB OBJECTIVES: Under general direction, individual is to manage the custodial services for the County: to plan, schedule, assign and supervise work, and inspect facilities. Individual reports to the Maintenance Manager.			
Job Standards			
High School diploma or GED desired. Prior work experience required with a minimum of five years supervisor experience desired... Must possess a valid Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times.			
Job Description			
ESSENTIAL JOB FUNCTIONS:			
<ul style="list-style-type: none"> • Plans, schedules, and supervises the work areas assigned to Custodians, including contracted services; • Plans and oversees all custodial work, including contracted services, maintaining a high standard of safety, cleanliness, and efficiency. • Conducts inventory, places orders and distributes materials accordingly; • Inspects facilities to note quality of work, insure that staff adheres to established work standards and methods, and that the customer is satisfied with the service; • Meets with managers to inspect their facilities, noting quality of custodial work, any needed repairs, and safety hazards and then prepares written reports on the condition of those facilities; • Assists in custodian interviews, selections, onboarding and training of new employees; • Maintains professional and technical knowledge by attending educational workshops; benchmarking professional standards; reviewing professional publications; establishing personal networks; • Accomplishes staff results by communicating job expectations; planning, monitoring, and appraising job results; recommends coaching, counseling, and disciplining employees; initiating, coordinating, and enforcing systems, policies, and procedures; Conduct regular employee evaluations; • Updates and revises work standards and methods to meet restrictions on personal protection, chemical use, new technology, and the needs and priorities of the County; • Interprets and relays departmental procedures and policies; • Perform duties of custodians as needed; • Coordinates and conducts regular staff meetings; • Demonstrates regular and predictable attendance; • Works overtime and outside of typical work schedule/business hours as required; • Other duties as assigned. 			
NON-ESSENTIAL JOB FUNCTIONS:			
Performs related non-essential functions as required.			

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I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

Equipment: Ability to use vacuum cleaner, carpet sweeper, buffer, and hand tools such as brooms, dustpan, bucket and mop and other equipment as needed to perform duties. Individual uses rubber gloves for safety. Ability to use a motor vehicle is required.

Critical Skills/Expertise:

- Ability to effectively supervise, instruct staff, properly delegate responsibilities, provide coaching and assist with disciplining employees;
- General knowledge of rules, regulations, and guidelines regarding cleaning practices and procedures;
- Ability to motivate staff;
- Ability to follow written instructions regarding proper use and care of power equipment, and preparation, storage, and proper use of cleaning agents;
- Ability to order supplies and equipment;
- Ability to maintain confidentiality and appropriately manage sensitive information;
- Knowledge of the legal aspects of County government;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- Ability to communicate effectively, both orally and written;
- Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- Ability to work independently, under pressure, and to set and achieve goals;
- Ability to organize and maintain information and paperwork; and
- Ability to effectively program and plan independently and in collaboration with other staff units and outside agencies.
- Safety practices, including personal protective equipment, as applied to custodial work, safe work habits and methods, safety rules, regulations and PERRP/OSHA standards;
- Ability to work both independently and as a team;
- Ability to comprehend and make practical application of customary practices, rules, procedures and techniques that are directly relevant to assigned tasks;
- Proficient with principles and techniques of work scheduling, conducting performance evaluations, supervision and training;
- Basic computer application and uses;
- Ability to supervise and instruct large groups of custodial personnel;
- Develop and test work standards and procedures and evaluate the results;
- Issue clear written and oral instructions, prepare clear and concise written reports and maintain records;
- Interpret statistical data in order to bench-mark work performance and provide quality assurance;
- Develop, distribute and interpret customer service surveys and initiate appropriate and necessary improvements to work methods;
- Develop and maintain effective working relationships with employees, other departments, and the general public;
- Thorough knowledge, adherence and aptitude to follow safety policies, procedures and practices; and
- Thorough knowledge, adherence and aptitude to follow federal, state, county, and department policies and procedures, laws and regulations.
- Evaluate the need for building repairs and assure completion of work order requests through inspection and follow-up;
- Conduct and instruct others to conduct in-service training programs for personnel on subjects including work safety, work method improvement projects, floor care projects, new products, diversity training, and other job-related subjects;
- Plan, organize and assure the completion of work performed by contractors and consultants.

II. DIFFICULTY OF WORK

Work consists of varied, standardized and non-standardized tasks requiring application of numerous procedures. Individual confronts a wide variety of problems that are solved by asking co-workers questions and drawing conclusions.

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III. RESPONSIBILITY

Individual is given general direction from Maintenance Manager. Must have the ability to work, make decisions and handle emergencies independently. Work is reviewed occasionally or upon complaint.

IV. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinating services, coordinating services, and handle questions about Department, programs and visitor concerns.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: The physical requirements of the position are climbing a ladder and lifting of up to fifty (50) pounds.

Physical Activity: The physical activity of the position is fingering, talking, hearing, listening, reaching, climbing, stooping, balancing, crouching, pushing, pulling, lifting and walking.

Visual Activity: The minimum visual activity of the seeing job is close to the eyes.

Job Location: The minimum work conditions for the position indicate that the individual is exposed to working both inside and outside with protection from weather conditions, but not necessarily from temperature changes. Individual may be exposed to minor hazardous conditions such as harmful cleaning agents, chemicals, dirt, and dust.

Condition of Employment: Candidates selected will be required to pass a pre-employment drug and alcohol screening. Additionally, a background investigation may also be conducted.

ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION

I have received a copy of the Job Description and have read and understand its contents. I acknowledge that the above description is a representation of the major duties and responsibilities of this position.

Employee:		Date:	
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Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE MAINTENANCE TECHNICIAN I FOR THE MAINTENANCE DEPARTMENT:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services recommends approving the job description for the Maintenance Technician I for the Maintenance Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Maintenance Technician I for the Maintenance Department.

**JOB DESCRIPTION
Maintenance Technician I**

Job Title:	Maintenance Technician I	Department:	Maintenance
Position Type:	Full-time Non-bargaining unit	Address:	1405 U S Rt 23 North Delaware, OH 43015
Typical Work Schedule:	7:00 a.m. – 4:00 p.m. Monday through Friday	Pay Range:	County Compensation plan
Contact Information:	740-833-2120	FLSA:	Hourly, Non- exempt
How to apply:	http://www.co.delaware.oh.us/index.php/employment		
Objectives			
Individual is responsible for routine and technical servicing, maintenance, and repair of county buildings and grounds. Individual reports to Maintenance Supervisor.			
Job Standards			
High School diploma or GED plus vocational training and three-years related work experience. Individual must possess a valid refrigerant handling license. Must possess a State of Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times.			

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Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures.

Job Description

ESSENTIAL JOB FUNCTIONS:

General Maintenance and Repair of Buildings, Facilities, Equipment, and Grounds

Performs a variety of work in the maintenance and repair of buildings and grounds at various facilities/sites including carpentry, electrical, plumbing, masonry, air conditioning and painting tasks; repairs and treats structures such as floors, sinks, walls, roofs, and carpets; cleans debris from roof gutters as necessary; performs minor troubleshooting, repairs, and adjustments of locks on doors, cabinets, desks, closets; repairs door hinges; cleans plugged key slots; changes filters on various ventilation units; reports mechanical malfunctions to appropriate party for action; moves and assists in moving furniture and equipment at various facilities/sites; sets up and breaks down cubicle partitions; identifies projects requiring the services of a higher skilled crafts person; assists with special projects; maintains clean, safe, and orderly work sites.

- Carpentry: Performs basic rough and finished carpentry repair of structures such as partitions, walls, doors, fences, window frames, office furniture, roofs, and shelves.
- Electrical: Performs basic electrical repair work for switches, outlets, plugs, cables, appliances, and lighting systems; reports unsafe electrical conditions.
- Plumbing: Identifies and performs basic repairs of plumbing leaks or breaks; opens clogged lines and drains; replaces seals and other minor parts; repairs, replaces and maintains hot water heaters and other appliances; repairs damaged pipes, maintains roofs, gutters and down spouts.
- Painting: applies and prepares various surfaces for paint, enamel, lacquer, varnish, or stain; removes or paints over graffiti; repairs wall coverings.
- Grounds Maintenance: Maintains grounds in clean, safe, and orderly manner including mowing, trimming, weeding, aerating, minor pest management, composting and fertilizing lawns; replaces plants as needed; sets sprinklers; replaces broken sprinkler heads; cleans debris from grounds, pathways, and parking lots; maintains grounds maintenance equipment; and **snow removal**.
- Masonry: Lays forms, mixes, pours, finishes, and repairs concrete for sidewalks, pavers, ramps, and slabs.
- Performs miscellaneous projects utilizing hand tools and power equipment as needed;
- Maintains van inventory;
- Responds to emergency maintenance calls;
- Handles client complaints and public inquiries regarding programs;
- Demonstrates regular and predictable attendance;
- Attends various training sessions, video conferences, and workshops;
- Performs backup mail delivery to county offices and buildings, as needed;
- Works overtime and outside of typical work schedule/business hours as required; and
- Other duties as assigned.

NON-ESSENTIAL JOB FUNCTIONS:

Performs related non-essential functions as required.

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

Equipment:

Ability to operate a variety of office equipment such as computer, copier, telephone, calculator, FAX machine, and other equipment necessary to perform duties. Ability to use hand tools such as wrenches, hammers, screwdrivers, sockets, etc. Power tools such as saws, gauges, meter, battery chargers, etc. Individual shall able to utilize 1 ton vans, 1 ton dump truck, sling psychrometer, Bobcat, platform and skylift tractors. Individual also uses safety equipment such as ear protection, gloves, glasses, face masks, respirator, hard hat, safety harness, and other equipment necessary to perform duties. Ability to use a motor vehicle is required.

Critical Skills/Expertise:

- Knowledge of electricity, schematics, wiring, basic plumbing code, carpentry, masonry, HVAC, trouble shooting, installation, painting, and project cost estimates;
- Thorough knowledge of work practices and techniques used in routine servicing and repair of buildings and grounds;
- Knowledge of hand and power tool use;

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- Ability to read, analyze and modify blue prints;
- Ability to organize, prioritize and schedule projects;
- Thorough knowledge of electrical codes, building codes and safety regulations;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;
- Ability to communicate professionally and effectively with internal and external customers, both orally and written;
- Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;
- Ability to work independently and as a team, under pressure, and to set and achieve goals;
- Ability to organize and maintain information and paperwork; and
- Ability to effectively program plan independently and in collaboration with other staff units and outside agencies.
- Ability to maintain confidentiality and appropriately manage sensitive information;
- Ability to comprehend and make practical application of customary practices, rules, procedures and techniques that are directly relevant to assigned tasks;
- Ability to demonstrate excellent interpersonal skills;
- Thorough knowledge, adherence and aptitude to follow safety policies, procedures and practices; and
- Thorough knowledge, adherence and aptitude to follow federal, state, county, and department policies and procedures, laws and regulations.

II. RESPONSIBILITY

Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions with limited supervisory input on most daily activities, such as scheduling appointments, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers in the county. Errors in work may cause damage to equipment and/or facility as well as possible harm to incumbent or a co-worker.

III. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: The physical requirements of the position are identified as the individual may be required to climb a ladder and lift up to one hundred (100) pounds.

Physical Activity: The physical activity of the position is fingering, talking, hearing, listening, reaching, climbing, stooping, balancing, crouching, pushing, pulling, lifting and walking.

Visual Activity: The minimum visual activity of the seeing job is close to the eyes.

Job Location: The minimum work conditions for the position indicate that the individual is exposed to working both inside and outside with exposure to temperatures ranging from below 32 degrees to above 100 degrees for periods in excess of one hour. Individual may be exposed to minor hazardous conditions such as harmful cleaning agents, chemicals, dirt, fumes, odors, gases and dust.

ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION

I have received a copy of the Job Description and have read and understand its contents. I acknowledge that the above description is a representation of the major duties and responsibilities of this position.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye -

RESOLUTION NO. 15-986

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF FUNDS:

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

Supplemental Appropriations

10011102-5801	Commissioners General/Miscellaneous Cash Transfers	200,000.00
24820101-5801	Title Administration/Miscellaneous Cash Transfers	100,000.00

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28129204-5260	Common Pleas Data Fund/Inventoried Equipment	1,238.82
28129204-5450	Common Pleas Data Fund/Capital Equipment	8,990.00
28129204-5452	Common Pleas Data Fund/Software (>100,000)	189,771.18
78011118-5319	Estate Trust/Reimbursements	20,000.00
Transfer of Funds		
From	To	
24820101-5801 Title Administration/Miscellaneous Cash Transfers	10011102-4601 Commissioner General/Interfund Revenue	200,000.00
10011102-5801 Commissioner General/Miscellaneous Cash Transfers	28129204-4601 Common Pleas Data Fund/Interfund Revenue	200,000.00
Vote on Motion	- Mr. Merrell Aye Mrs. Lewis Aye	

RESOLUTION NO. 15-987

IN THE MATTER OF APPROVING BID DOCUMENTS AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE CDBG PY2014 ACTIVITY 3 GALENA VILLAGE HALL ADA RESTROOMS:

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

WHEREAS, the Board of Delaware County Commissioners approved the Program Year 2014 Small Cities Community Development Block Grant Agreement B-F-14-1AT-1 with the Ohio Development Services Agency per Resolution No. 14-1479; and

WHEREAS, Miller Watson Architects have completed the engineering consulting services; and

WHEREAS, the Delaware County Economic Development Coordinator has prepared all necessary bid documents for the project known as the CDBG PY2014 Activity 3 Galena Village Hall ADA Restrooms; and

WHEREAS, the Delaware County Economic Development Coordinator and the Village of Galena jointly recommend approving the bid documents and advertising for bids for the project;

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

Section 1: The bid documents for the project known as the CDBG PY2014 Activity 3 Galena Village Hall ADA Restrooms are hereby approved.

Section 2: The Economic Development Coordinator is hereby directed to advertise for bids to be published in the Delaware Gazette on Friday, August 21, 2015, and again on Friday, August 28, 2015, and receive bids on behalf of the Board in accordance with the following Public Notice:

NOTICE TO CONTRACTORS

Sealed proposals will be received by the Delaware County Commissioners at 101 N. Sandusky St., Delaware, Ohio 43015, until 10:00 am on Thursday September 10, 2015 for the Galena Village Hall ADA Restrooms set forth in the plans, specifications on file in the above office. At that time and at that location, sealed bids will be publicly opened and read aloud. Work to be performed is described in the bid form.

GALENA VILLAGE HALL ADA RESTROOMS

The project scope consists of selective demolition and finish upgrades of the existing toilet rooms on the first floor and lower level of the Galena Village Hall building located at 109 West Harrison Street. On the lower level the Work includes selective modification and finish up-grades of rooms 10A and 10B for the purpose of creating a handicapped uni-sex toilet. Room 10 B will remain as maintenance closet and the existing toilet is for convenience only. The first floor Work includes the selective modification and finish upgrades of rooms 103 and 104 for the creation of female and male toilet rooms, each including a handicap toilet stall and accessories. The work includes but is not limited to the following: General Trades, limited Heating, Ventilating, and Air Conditioning, Plumbing, and Electrical

The engineer's estimate on this project is \$104,368.97.

All proposals shall be sealed and endorsed for CDBG Allocation 2014 Activity 3 Galena Village Hall Restrooms

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and mailed or delivered to The Delaware County Commissioner's Office located at 101 N. Sandusky St., Delaware, Ohio 43015. Proposals are to be on the forms furnished in the Contract Documents and included with the specifications.

Plans, specification, and bid documents are available on the Delaware County website www.co.delaware.oh.us under Bids and Notices or by emailing jmjakson@co.delaware.oh.us.

The Contract Documents are available for purchase from Key Blue Prints, Inc. 195 E Livingston Avenue, Columbus, OH. Telephone (614) 228-3285 / 800 537-1907, or by ordering on line at www.plankey.com at the non-refundable cost of \$50.00 per set, plus shipping, if requested.

Each bid must be accompanied by a bid guaranty in the form of a bond with an approved surety company as surety for the execution of the contract. The bid guaranty and contract bond shall be for the full amount of the bid proposal and in the form as contained in the contract documents. Alternately, a certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the revised code, in the amount of ten percent (10%) of the bid will be accepted as a bid guaranty. Each proposal must contain the full name and address of every person or company interested in the same.

Delaware County hereby notifies all bidders that they affirmatively insure that regard to any contract entered into pursuant to this advertisement, Minority Business Enterprise (MBE) AND Women's Business Enterprise (WBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The County of Delaware is an equal opportunity employer and requires all persons contracting with the County to certify that they are equal opportunity employers and that they do not discriminate on the grounds of race, color, religion, sex or national origin.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements and various equal opportunity provisions. Bidders must comply with the provisions of the Americans with Disabilities Act of 1990.

A Pre-bid conference will be held at 10:00 am, Thursday August 27, 2015, in the The Delaware County Commissioner's Office located at 101 N. Sandusky St., Delaware, Ohio 43015 It is recommended that all bidders attend the pre-bid conference: however, non-attendance at pre-bid conference does not preclude Contractor from submitting bid.

All bid questions are to be received no later than 10:00 am Friday September 4th, in written format to the A/E listed below.

Copies of the Bidding documents and addenda are available for inspection by prospective bidders at the following location(s):

A/E

Miller/Watson Architects
161 N. Fourth Street
Columbus, Ohio 43215
Phone: (614) 224-9743
Fax: (614) 224-9744
Contact: Scott Watson

User

Galena Village Hall
Village of Galena
Municipal Building
109 Harrison Street
P.O. Box 386
Galena, Ohio 43041
Our offices are open Mon.-Thurs., 8 AM-4 PM
Phone: (740) 965-2484
Fax: (740) 965-5424
Contact: Jeanna Burrell
Village Administrator

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The County reserves the right to reject any and all bids and to waive any irregularities. All bids will be considered based on lowest and best bid.

DELAWARE COUNTY COMMISSIONERS

Published Dates: (2 dates)

Section 3. This resolution shall take effect and be in force immediately after its passage.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

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ADMINISTRATOR REPORTS**Tim Hansley**

-Attended a meeting yesterday concerning the NorthStar package plant and the Parade of Homes site

COMMISSIONERS' COMMITTEES REPORTS**Commission Lewis**

-Would like to proudly congratulate Jason Day on his 2015 PGA Championship. Jason is a resident of Genoa Township and a supporter of the K-9 unit for the Genoa Police Department.

Commissioner Merrell

-Did a little research on the discussion we had last week on Perry Township and will support it as a test to see how it works. Sheriff's Office will bring back with revised Resolution

RESOLUTION NO. 15-988**IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR THE RESERVE AT SCIOTO GLENN PHASES 2 AND 3:**

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

Whereas, the developer for The Reserve at Scioto Glenn (the "Site") has requested that construction plans for sanitary sewer improvements for Phases 2 and 3 of the Site be approved by the County and submitted to the Ohio EPA for the approval; and

Whereas, the existing sewer system downstream of the Site is not sized to handle the proposed development of the Site and therefore improvements to the sewer system are necessary; and

Whereas, the developer has been consistently notified of the need for the downstream improvements through agreements or comment letters since October 1, 2013; and

Whereas, the Sanitary Engineer has previously cooperated with the developer to defer a portion of the downstream improvements needed at the time of approving Phase 1 of the Site to Phase 2 approvals in order to allow construction disturbance to occur at one time on the golf course due to the sensitive nature of the area and the golf course's business needs; and

Whereas, the Sewer District is reviewing the necessary downstream improvements as part of the construction plan titled "Offsite Sanitary Sewer Improvements for The Reserve at Scioto Glenn" first submitted for review in May 2015; and

Whereas, the currently proposed downstream improvements require sanitary easements from three property owners. These easements have not been dedicated to the County yet and proof of easements are required for plan approval; and

Whereas, the Sanitary Engineer is requiring the construction plans for these downstream improvements to be approved prior to approving construction plans for the Site; and

Whereas, the risk to allowing the Site to develop ahead of the downstream improvements is overloading the downstream system causing surcharges, overflows and possible back-ups to existing customers; and

Whereas, the Board of Commissioners wishes to approve the construction plans for the Site for economic purposes for the collection of surcharge and user fees, and in order to send flow to the Lower Scioto Water Reclamation Facility as soon as possible for warranty purposes; and

Whereas, if the construction plans for the Site are to be approved, the Sanitary Engineer recommends the following for risk mitigation: (a) the developer provide a performance bond or other approved financial warranty for the downstream improvements; and (b) the Site improvements are not accepted for public use until the construction of the downstream improvements is complete and accepted for public use.

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

Section 1. The Board hereby directs the Sanitary Engineer to sign the Sanitary Sewer Improvement Plan for The Reserve at Scioto Glenn Phases 2 and 3.

Section 2. The Board hereby approves the Sanitary Sewer Improvement Plan for The Reserve at Scioto Glenn Phases 2 and 3 for submittal to the Ohio EPA for their approval.

Section 3. The Board hereby directs the Sanitary Engineer to prepare the Subdivider's Agreement for The Reserve at Scioto Glenn Phases 2 & 3 for Board approval as soon as possible including language requiring a performance bond or other approved financial warranty for the downstream improvements in an amount

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determined adequate by the Sanitary Engineer and stating that Site improvements will not be accepted until downstream improvements are accepted for public use.

Section 4. The developer will be allowed to begin construction of the Site improvements by following the Sewer District’s Starting Construction guidelines after the Subdivider’s Agreement has been approved by the Board.

Vote on Motion Mr. Merrell Aye - Mrs. Lewis Aye

RESOLUTION NO. 15-989

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, PROMOTION, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:18 AM.

Vote on Motion Mrs. Lewis Aye - Mr. Merrell Aye

RESOLUTION NO. 15-990

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 11:58 AM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

RESOLUTION NO. 15-991

IN THE MATTER OF APPROVING ACQUISITION OF REAL ESTATE FOR THE WORTHINGTON ROAD IMPROVEMENTS:

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

WHEREAS, the County Engineer has negotiated a settlement to acquire a parcel(s) required for the DEL-CR13-1.27 Worthington Road improvements identified as:

Parcel 15-T, Boham \$1,157

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of Delaware County that the Board approves the acquisition of the parcel(s) as identified and in the amount described above.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye -

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis