

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 21, 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
Jeff Benton, Commissioner

1
RESOLUTION NO. 15-1145

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 17, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 17, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 15-1146

IN THE MATTER OF APPROVING A RESOLUTION HONORING THE 31st LITTLE BROWN JUG 2015 JOSEPH NEVILLE AWARD WINNER:

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

2015 Joseph Neville Award 19th Recipient Charles "Chuck" Coon

WHEREAS, a Little Brown Jug Joseph Neville Award recipient is chosen and inducted by a panel of international harness racing enthusiasts each year; and

WHEREAS, this year's Joe Neville Award winner is awarded posthumously to Charles "Chuck" Coon, harness racing's premier innovator in racetrack design, construction, and maintenance, and an inductee of the Harness Racing Hall of Fame; and

WHEREAS, Chuck's focus was always on equine and human safety when designing tracks for competitive racing including the pioneering of the slanted starting gate and computerized speed control; and

WHEREAS, his more than 40-year career in harness racing left a mark on racing venues in North American, Europe, Australia, and New Zealand; and

WHEREAS, the company he founded, Charles E. Coon & Sons, is still active today through his sons, Greg and Dan, with their work, including the Delaware County Fair oval track; and

WHEREAS, many of the more than 175,000 residents living in Delaware County support the Delaware County Fair and the Little Brown Jug Circuit and enjoy their days at the races;

NOW THEREFORE, be it resolved that the Delaware County Board of Commissioners honors and applauds the late Charles "Chuck" Coon for his exemplary career in the field of horse racing with the presentation of this proclamation to his family.

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

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RESOLUTION NO. 15-1147**IN THE MATTER OF APPROVING A RESOLUTION HONORING THE 31ST LITTLE BROWN JUG WALL OF FAME RECIPIENT:**

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

Wall of Fame Honoree Jim Buchy

WHEREAS, a Little Brown Jug Wall of Fame recipient is chosen and inducted by a panel of international harness racing enthusiasts each year; and

WHEREAS, Ohio State Representative Jim Buchy, a former horse owner and a longtime friend of harness racing at the track and in state government, has been selected as the 31st Little Brown Jug Wall of Fame Honoree by the Delaware County Fair; and

WHEREAS, Buchy served in the Ohio House from 1983 until he was term-limited in 2000. He was re-appointed to the Ohio House in 2011 to represent the 84th District, which encompasses Mercer County, as well as portions of Auglaize, Darke and Shelby counties. Following his first stint in the House, Buchy served as Assistant Director of the Ohio Department of Agriculture; and

WHEREAS, Buchy, a native of Greenville, Ohio, has supported the sport on several occasions including full card simulcasting legislation in the 1980s and was a tireless supporter of the efforts to bring the Video Lottery Terminals (VLTs) to Ohio's racetracks. A portion of the VLT and casino proceeds are used to increase purses, improve facilities and promote racing at the Ohio county fairs and commercial tracks; and

WHEREAS, many of the more than 175,000 residents living in Delaware County support the Delaware County Fair and the Little Brown Jug Circuit and enjoy their days at the races;

NOW THEREFORE, be it resolved that the Delaware County Board of Commissioners honors and applauds Jim Buchy for his exemplary career in the field of horse racing with the presentation of this proclamation.

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

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BRIAN GALLIGHER, DIRECTOR OF EMERGENCY COMMUNICATIONS**PRESENTATION OF FLAG TO DELAWARE COUNTY OHIO**

7

RESOLUTION NO. 15-1148**IN THE MATTER OF PROCLAIMING SEPTEMBER 23, 2015 AS FALLS PREVENTION AWARENESS DAY IN DELAWARE COUNTY:**

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

WHEREAS, falls are an epidemic among our older adults and are the number one cause of injuries leading to ER visits, hospital stays and deaths in Ohioans age 65 and older.

WHEREAS, an older Ohioan falls every two minutes and sustains a fall-related injury every five minutes, resulting in six ER visits and one hospitalization each hour, and three deaths each day.

WHEREAS, older Ohioans age 65 and older make up about 14 percent of our population and they account for more than 83 percent of fatal falls.

WHEREAS, the Delaware General Health District is committed to assisting older adults improve their balance through programs like A Matter of Balance and Tai Chi, which help older adults gain strength and build confidence to help them live healthier lives and preserve their independence.

WHEREAS, the Delaware General Health District also helps to keep older adults independent and safe in their own homes with home safety assessments conducted by staff members specially trained to identify and eliminate falling hazards.

WHEREAS, the Stepping Up to Prevent Falls Coalition led by the Delaware General Health District works to increase awareness of this preventable health hazard and encourages Delaware County residents to take steps to protect those who are at increased risk of falling.

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WHEREAS, on Wednesday, Sept. 23, 2015, the Stepping Up to Prevent Falls Coalition will be participating in the "10 Million Steps to Prevent Falls" awareness walk at the Delaware County Fair as a way to promote falls prevention.

NOW, THEREFORE, WE, the Delaware County Board of Commissioners, do hereby proclaim September 23, 2015 as Falls Prevention Awareness Day in Delaware County, and call upon the people of Delaware County to help seniors enjoy active, independent lives by preventing falls and injuries.

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

**8
RESOLUTION NO. 15-1149**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0918, CMAPRO0918b, AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0918:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0918, CMAPR0918b, Procurement Card Payments in batch number PCAPR0918 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1504830	TUTTLE CONSTRUCTION INC	TIP FLOOR REPAIRS AT TRANSFER STATION	68011916-5410	\$260,600.00
R1504878	PELTON ENVIRONMENTAL PRODUCT	OECC -CLAMPS, O-RINGS, MEMBRANES AND DIFFUSERS	66211903-5201	\$2,415.14
R1504878	PELTON ENVIRONMENTAL PRODUCT	ALUM CREEK -CLAMPS, MEMBRANES AND DIFFUSERS	66211904-5201	\$4,252.64

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

**9
RESOLUTION NO. 15-1150**

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES AND THE DELAWARE COUNTY BOARD OF ELECTIONS:

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

WHEREAS, the Board of Elections has expressed its desire to purchase electronic pollbooks and other necessary equipment for Delaware County; and

WHEREAS, pursuant to section 207.63 of the Revised Code, prior to purchasing electronic pollbooks, the Board of Elections shall enter into a memorandum of understanding with the county commissioners and the Ohio Department of Administrative Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Memorandum of Understanding and authorizes and directs the County Administrator to execute the same on behalf of the Board of County Commissioners:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES,
THE DELAWARE BOARD OF ELECTIONS, AND
THE DELAWARE COUNTY COMMISSIONERS**

Purpose

1. This Memorandum of Understanding (“MOU”) between the Ohio Department of Administrative Services (“DAS”), the Delaware County Board of Elections (“Board”), and the Delaware Commissioners (“County”) is to document the roles and responsibilities of each party in complying with the requirements set forth in Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget.
2. Specifically, it is the goal of the DAS, the Board, and the County to document in this MOU their mutual understandings concerning the use of the funding provided by Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget, and appropriation item 100668 for Fiscal Years 2016 and 2017.

Legal Authority

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1. This MOU is being entered into in accordance with Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget.
2. Section 207.63 of Amended Substitute House Bill 64, in relevant part, states:

“The board shall enter into a memorandum of understanding with the county commissioners and the Department of Administrative Services concerning [the purchase of the selected electronic pollbooks and any other necessary equipment] and is responsible for fifteen per cent of the purchase costs of those pollbooks as determined by the Department of Administrative Services and Secretary of State under this section.”

Definitions

1. “Electronic pollbook” means “an electronic list of registered voters for a particular precinct or polling location that may be transported to a polling location” that is certified for use in Ohio pursuant to *Ohio Revised Code* §3506.05.
2. “Any other necessary equipment” means any software, hardware, peripheral, license agreement, service or maintenance agreement or integration with the Board’s voter registration system that is essential for the implementation, fully functional operation and legal use of the electronic pollbooks.

Terms of Agreement

1. The Board will select a certified electronic pollbook and any other necessary equipment from the list of certified electronic pollbooks and equipment and their corresponding price provided to the Board from the DAS state term contract for electronic pollbooks (RS900816, Index MAC109). Pursuant to *Ohio Revised Code* §125.04, the Board must be an active member of the DAS Cooperative Purchasing Program in order to make a purchase referencing the DAS state term contract.
2. The County will be responsible for selecting the equipment and paying the total invoice cost of the electronic pollbooks and any other necessary equipment to the vendor. The Board will notify the DAS in writing of its selection and of the exact quantity of electronic pollbooks and equipment the Board will purchase.
3. The DAS will provide the County with funding to reimburse 85% of the total purchase cost for electronic pollbooks and any other necessary equipment selected by the Board, up to the amount of the Board’s allocation of the funding provided by Section 207.63 of Amended Substitute House Bill 64 and appropriation item 100668 as appears in the Electronic Pollbook Fund Allocations by County report, which is attached as Exhibit 1 and incorporated by reference herein. Any unexpended, unencumbered portion of the Board’s allocation at the end of State Fiscal Year 2016 will be available for the Board to procure certified electronic pollbooks and any other necessary equipment in State Fiscal Year 2017.
4. For purchases of electronic pollbooks made against the DAS state term contract, the notification to the DAS shall consist of a letter from the Board requesting reimbursement with a copy of an executed purchase order referencing the contract. For purchases of electronic pollbooks made prior to the effective date of the DAS state term contract, the notification to the DAS shall consist of a letter from the Board requesting reimbursement with a copy of the paid invoices and proof of payment for certified electronic pollbooks. Any letter requesting reimbursement must be received by the DAS no later than 30 days prior to the end of State Fiscal Year 2017.

General Provisions

1. If there is a change in the law necessitating a change in this MOU, the DAS shall immediately notify the Board and the County and all parties shall re-evaluate the MOU to ensure its compliance with the law.
2. This MOU is effective upon signature of all parties and shall remain in effect as required by state law.
3. This MOU is subject to Section 126.07 of the Ohio Revised Code.
4. This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by all of the parties to this Agreement. Said amendment shall be effective upon the execution by all of the parties.
5. If any provision of this MOU should be found illegal, invalid, or otherwise void, it shall be considered severable. The remaining provisions shall not be impaired, and the MOU shall be interpreted, to the extent possible, to give effect to the parties’ intent.
6. This MOU is entered into through the actions of the Board of Elections pursuant to a motion of the Board of Elections approving this MOU and authorizing and directing the signator to execute this agreement on behalf

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of the Board (the minutes reflecting the motion or other record of the motion is attached as Exhibit 2) and the Board of County Commissioners pursuant to Resolution of the Board approving this MOU and authorizing and directing the signator to execute this agreement on behalf of Board (the Resolution is attached as Exhibit 3).

Persons to be contacted for Further Information or Assistance

For state term contract concerns

Dennis Kapenga
4200 Surface Road
Columbus, Ohio 43228
Phone: 614-466-7911
Email: Dennis.Kapenga@das.ohio.gov

For reimbursement requests

Lori Malinovsky
30 East Broad Street, 39th Floor
Columbus, Ohio 43215
Phone: 614-995-2041
Email: Lori.Malinovsky@das.ohio.gov

County Board of Elections Contact

Contact Name: Josh Pedaline
Title: Director
BOE Name: Delaware County Board of Elections
Address: 2079 U.S. Hwy. 23 N.
City, Ohio Zip: Delaware, Ohio 43015
Phone: (740) 833-2082
Email: jpedaline@co.delaware.oh.us

County Commissioners Contact

Contact Name: Tim Hansley
Title: County Administrator
Board Name: Board of Delaware County Commissioners
Address: 101 N. Sandusky St., 1st Floor
City, Ohio Zip: Delaware, Ohio 43015
Phone: (740) 833-2104
Email: thansley@co.delaware.oh.us

The Department of Administrative Services, the Board of Elections, and the County Commissioners indicate their agreement with the above provisions and further agree that the interest of each is in compliance with Section 207.63 of Amended Substitute House Bill 64, the State Operating Budget, by signing below a copy of this Memorandum of Understanding.

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

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RESOLUTION NO. 15-1151**

IN THE MATTER OF APPROVING A SANITARY SEWER IMPROVEMENTS PLAN APPROVAL AND SUBDIVIDER’S AGREEMENT FOR VERONA SECTION 1:

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Sewer Improvements Plan Approval and Subdivider’s Agreement for Verona Section 1;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Sewer Improvements Plan Approval and Subdivider’s Agreement for Verona Section 1:

**SANITARY SEWER IMPROVEMENTS
PLAN APPROVAL AND SUBDIVIDER’S AGREEMENT
VERONA SECTION 1**

SECTION I: INTRODUCTION

This Agreement is made and entered into on this 21st day of September 2015, by and between **Verona LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners, hereinafter called “County Commissioners” or “County”, as evidenced by the **Verona Section 1** 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:

SECTION II: PLAN APPROVAL

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The Delaware County Sanitary Engineer's office agrees to approve the **Sanitary Sewer Improvement Plans for Verona Section 1 (the "Plan")** pursuant to the following conditions:

1. The Plan has been reviewed and meets all the requirements of the Delaware County Sanitary Engineer.
2. Subdivider agrees that it is responsible for downstream improvements which are to be detailed in construction plans titled "Verona Sanitary Sewer Pump Station and Force Main Improvements" (herein referred to as the "Downstream Improvements"). Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties to insure faithful performance of all Downstream Improvements in the amount determined adequate by the Delaware County Sanitary Engineer.

Following Plan Approval, 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 **Verona Section 1**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

Subdivider agrees that the Improvements will not be accepted for public use until such time that the Downstream Improvements, per a separate agreement, are constructed and accepted for public use, and upon certification in writing from the Delaware County Sanitary Engineer that all construction of the Improvements is complete according to the plans and specifications. Subdivider also agrees that the Verona (Offsite) Force Main Improvements must be constructed by others and accepted for public use prior to accepting the Improvements for public use.

SECTION III: CAPACITY

There are **79** single family residential equivalent connections approved for Verona Section 1 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 IV: TAP CREDITS

The Shamrock Golf Club, on parcel number 31931601002000, has previously been connected to County Sewer on the site (Permit 07-0578), and has a rate code of 2.22 single family equivalent residential units. The capacity fee for Shamrock Golf Club was certified to the tax duplicate on a ten (10) year special assessment. As of the date of this agreement, the remaining balance of the special assessment is \$3,604.61. Until the remaining balance of the special assessment and any associated fees from the Auditor's Office are paid, the 2.22 ERU capacity fee credits are not available to the Subdivider. At such time the certification and Auditor's fees have been paid, and receipt of which is presented to the Sanitary Engineer, the Sanitary Engineer will issue 2.22 capacity fee credits which may be used within the Verona Section 1 development only.

SECTION V: FINANCIAL WARRANTY

For **Verona Section 1**, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the estimated cost of construction (**\$446,325.00**) 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 and the City of Powell, Ohio.

For the **Verona Sanitary Sewer Pump Station and Force Main Improvements**, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the estimated cost of construction, plus a contingency, in the amount of **\$975,000.00** determined adequate by the Delaware County Sanitary Engineer and acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Downstream Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio and the City of Powell, Ohio.

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 **Verona Section 1**.

SECTION VI: 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 **Verona Section 1 (\$15,621.38)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$35,700.00** estimated to be necessary to pay the cost of inspection for **Verona**

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Section 1 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 **Verona Section 1** as required by the County.

SECTION VII: 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 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 VIII: 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 IX: COMPLETION OF CONSTRUCTION

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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 X: 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 Mr. Benton Aye

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RESOLUTION NO. 15-1152**

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FOR THE 2014 OLENTANGY ENVIRONMENTAL CONTROL CENTER ROOFING MATERIALS AND SERVICES PROJECT:

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

Whereas, Design-Build Solutions, Inc. is currently under contract to complete roofing repairs to the administration and sludge blower and Central Maintenance Facility at the Olentangy Environmental Control Center; and

Whereas, during construction of that project, it was determined there were unforeseen conditions requiring additional electrical work to repair the roof properly; and

Whereas, a field order approved these additional materials and services at the time of construction; and

Whereas, the County also determined that snow guards should be installed over doorways to ensure employee safety; and

Whereas, a change order is needed to increase the cost by \$27,356.00; and

Whereas, there is not a change in the contract times; and

Whereas, the Sanitary Engineer has reviewed the above request and recommends approving Change Order No. 1.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 1 for the Olentangy Environmental Control Center Roofing Materials and Services Project for the

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Administration and Sludge Blower Buildings and Central Maintenance Facility and authorize the Sanitary Engineer to sign the Change Order document.

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

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RESOLUTION NO. 15-1153

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FOR THE 2015 OLENTANGY ENVIRONMENTAL CONTROL CENTER ROOFING MATERIALS AND SERVICES PROJECT:

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

Whereas, Design-Build Solutions, Inc. is currently under contract to complete roofing repairs to the south blower building at the Olentangy Environmental Control Center; and

Whereas, additional materials and labor were needed to furnish and install cement board siding on the building; and

Whereas, a change order is needed to increase the cost by \$4,325.00; and

Whereas, there is not a change in the contract times; and

Whereas, the Sanitary Engineer has reviewed the above request and recommends approving Change Order No. 1.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 1 for the 2015 Olentangy Environmental Control Center Roofing Materials and Services Project for the South Blower Building and authorize the Sanitary Engineer to sign the Change Order document.

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

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ADMINISTRATOR REPORTS

Tim Hansley

-Asked Chief Mike Schuiling, Delaware County EMS, to share on the new bike patrol they have

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-No reports

Commissioner Benton

-Enjoy the Delaware County Fair this week. The Little Brown Jug runs on Thursday.

Commissioner Merrell

-Went to CCAO; they support Issues 1 and 2 but not Issue 3.

-Met with Denise King from the Farm Preservation Society. Got some more information from her that may benefit Delaware County.

-Louise Warner from Stratford Ecological Society, will receive an award today. Stratford is a hidden gem of Delaware County. Kabota tractors will be donating a tractor to them tomorrow.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

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Jeff Benton

Jennifer Walraven, Clerk to the Commissioners