

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2017**

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

Present:
Jeff Benton, President
Gary Merrell, Vice President
Barb Lewis, Commissioner

1:30 PM Viewing For Consideration Of The Radnor Township #2015-1 Watershed Drainage Improvement Petition (In The Vicinity Of 4240 Warrensburg Road Delaware, Ohio 43015)

1
RESOLUTION NO. 17-72

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 26, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 26, 2017; 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
**SHERIFF MARTIN, DELAWARE COUNTY SHERIFF'S OFFICE
 -NEW LAW ENFORCEMENT SERGEANTS**

5
**OHIO DEPARTMENT OF TRANSPORTATION
 DEPUTY DIRECTOR JACK MARCHBANKS
 STEVEN FELLENGER, P.E. TRANSPORTATION ENGINEER
 TRAC (Transportation Review Advisory Council) Project Update**

6
RESOLUTION NO. 17-73

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0127 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0127:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0127, memo transfers in batch numbers MTAPR0127 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount	Line
R1701671	INTERFLEX PAYMENTS LLC	2017 CLAIM PAYMENTS	60211925 - 5370	\$152,000.00	0001
R1701922	TREASURER STATE OF OHIO BBS	1% RESIDENTIAL AND 3% COMMERCIAL STATE FEES	10011301 - 5380	\$ 30,000.00	0001
R1701990	JWC ENVIRONMENTAL	GRINDER ALUM CREEK PS	66211904 - 5450	\$ 43,175.18	0001
R1701991	BOUND TREE MEDICAL LLC	EQUIPMENT BAGS	61311923 - 5201	\$ 7,261.60	0001
R1701993	STRYKER SALES CORP	STAIR-PRO STAIR CHAIRS	61311923 - 5201	\$ 47,500.00	0001

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

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RESOLUTION NO. 17-74

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Dana Bushong attend a State Employment Relations Board Negotiations Training in Columbus, Ohio January 31, 2017; at the cost of \$30.00 (fund number 10011108).

The Regional Sewer District is requesting that Tiffany Maag, Mark Chandler, Cory Smith, Chad Kidd, Matt Ice, and Ricky Thomas attend a SEOWEA Section Meeting on Industrial Pretreatment in Newark, Ohio on February 9, 2017 at a total cost of \$195.00 (fund number 66211901).

The Regional Sewer District is requesting that Jared Ruhl, James Benjamin, Chad Sealey, Mason Janczak, Mark Chandler, and Ricky Thomas attend the 2017 Water & Waste Water Equipment Treatment & Transport Show in Indianapolis, Indiana from February 22 – February 25, 2017 at a total cost of \$3,615.00 (fund number 66211901).

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

8

RESOLUTION NO. 17-75

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM KROGER 898 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Kroger 898 has requested a new D1, D2 permit located at 3975 Powell Road, Liberty Township, Powell, OH 43065 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 Mr. Benton Aye Mrs. Lewis Aye

9

RESOLUTION NO. 17-76

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM E R A RENOVATION, LLC TO KEY GROUP, LLC (BOTH DBA NEW ERA MARKET) 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 Concord Township Trustees that Key Group, LLC has requested a transfer C1, C2 permit from E R A Renovation, LLC. located at 7775 Dublin Road, Delaware, OH 43015 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 Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

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RESOLUTION NO. 17-77

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM HERRADURA GRILL, INC. TO POWELL COLUMBUS, LLC (DBA DON TEQUILA MEXICAN GRILL & CANTINA) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND

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NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Powell Columbus, LLC (DBA Don Tequila Mexican Grill & Cantina) has requested a transfer D5, D6 permit from Herradura Grill, Inc. located at 9762 Sawmill Parkway, Powell, OH 43065 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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 17-78

IN THE MATTER OF ACCEPTING ROAD IMPROVEMENTS AND RELEASING SURETIES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept road improvements and release surety for the following:

North Farms Section 6 and Section 11-Shanahan Road

Whereas, the Engineer has reviewed the roadway construction of the existing road and finds the roadway to be constructed in accordance with the approved plans; and

Whereas, the Engineer recommends that the construction surety be released to M/I Homes of Central Ohio, LLC;

Now, Therefore, Be It Resolved, that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the road improvements and releases the surety to M/I Homes of Central Ohio, LLC.

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

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RESOLUTION NO. 17-79

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR THE HIGHLAND LAKES EAST, SECTION 3, PART 1:

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

WHEREAS, the Delaware County Engineer has received a request from William Baker and Ninell D. Mendyuk-Baker, owner of Lot 2347 in Highland Lakes East, Section 3, Part 1, Genoa Township, commonly known as 7080 Stillwater Cove, Westerville, Ohio 43082, to vacate a portion of the original drainage easement as recorded on the Highland Lakes East, Section 3, Part 1 Subdivision plat that exists on the west side of Lot 2347; and

WHEREAS, the Delaware County Engineer has determined that the portion of the easement as described below, which is located within Lot 2347 as depicted in Plat Cabinet 1, Slides 305-305A-305B and 305C, Recorder’s Office, Delaware, Ohio, is no longer be required, that vacating the portion of the easement as described below will allow the owner to develop the property without encroaching into the Drainage Easement, and that the remaining easement is of sufficient width to provide the County the ability to properly maintain the existing drainage facilities; and

WHEREAS, the Delaware County Engineer recommends vacating the portion of the easement as described below and to include a marginal reference on Plat Cabinet 1, Slides 305-305A-305B and 305C of this action to vacate this portion of this easement;

NOW THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Lot 2347 in The Highland Lakes East, Section 3, Part 1 Subdivision, Genoa Township, Delaware County, Ohio (Plat Cabinet 1, Slides 305-305A-305B and 305C) described as follows:

**Description of a 0.057 Acres
Acre Drainage Easement Vacation**

Situated in the State of Ohio, County of Delaware, Township of Genoa, in Farm Lot 30, Section 3, Township 3, Range 17, United States Military Lands being on, over, and across lot 2347 of the subdivision entitled

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Highland Lakes East Section 3 Part 1 of record in Plat Cabinet 1, Slides 305 thru 305C, (all references are to the records of the Recorder’s Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the southwest corner of said Lot 2347, being the north line of Parkmoor Estates Number 2 of record in Volume 7, Page 485, and being a southeast corner of Reserve D of said Highland Lakes East Section 3 Part 1,

Thence North 05° 01' 08" East, with a line common to said Lot 2347 and said Reserve D, a distance of 16.83 feet to a point;

Thence across said Lot 2347, the following courses and distance:

North 41° 28' 41" East, a distance of 55.25 feet to a point;

North 57° 36' 24" East, a distance of 100.74 feet to a point; in the north line of said Lot 2347;

Thence South 77° 57' 58" East, with said (north) line a distance of 14.29 feet to a point;

Thence across said Lot 2347, the following courses and distance:

South 57° 36' 24" West, a distance of 73.53 feet to a point;

South 41° 28' 41" West, a distance of 94.29 feet to a point on the south line of said Lot 2347;

Thence North 85° 59' 39" West, with said south line, a distance of 12.60 feet, to the POINT OF BEGINNING containing 0.057 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Edward J. Miller
Professional Surveyor No. 8250

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

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RESOLUTION NO. 17- 80**

IN THE MATTER OF AMENDING THE MANUAL FOR ISSUANCE OF SPECIAL HAULING PERMITS:

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

WHEREAS, the Manual for Issuance of Special Hauling Permits was last amended December 14, 2015 by Resolution No. 15-1477; and

WHEREAS, the County Engineer recommends an amendment to exempt public vehicles from the reduced load limits in times of freeze and thaw as allowed under section 5577.07 of the Revised Code;

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

Section II of The Manual for Issuance of Special Hauling Permits, last revised December 14, 2015 by Resolution No. 15-1477 is amended to include the following:

**H. WAIVER OF PERMIT FOR PUBLIC VEHICLES FOR REDUCED WEIGHT LIMITS
 UNDER O.R.C. 5577.07**

1. Public vehicles used by a public agency performing official functions related to public safety, public service or public works shall be exempt from the requirement to obtain a Special Hauling Permit for reduced weight limits on roads in times of thaw and excessive moisture declared in accordance with O.R.C. Section 5577.07.

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

**14
RESOLUTION NO. 17-81**

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE ENGINEER’S OFFICE AND THE TRADE-IN OF EQUIPMENT THAT IS NOT NEEDED, OBSOLETE, OR UNFIT FOR PUBLIC USE:

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

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WHEREAS, pursuant to Section 5549.01 of the Revised Code, the Board of Commissioners (the "Board") may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles, or other conveyances and maintain them for the use of the county engineer and the engineer's assistants when on official business; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the County has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited against the purchase price of the new property; and

WHEREAS, the County Engineer's Office has a need for equipment for use in performing the office's official duties; and

WHEREAS, the County has equipment currently used by the Engineer's Office that is not needed, obsolete, or unfit for public use and that will be accepted for a credit on the purchase of the new equipment; and

WHEREAS, the Board is a member of the State of Ohio's cooperative purchasing program, the Ohio Department of Transportation (ODOT) cooperative purchasing program, and the National Joint Powers Alliance's cooperative purchasing program and the necessary equipment is available for purchase through one or more of these programs;

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

Section 1: The Board hereby authorizes the purchase of Bomford Falcon Variable Forward Arm Boom Mower from Parsons Equipment at the price not to exceed \$50,088.00.

Section 2: The Board hereby authorizes the purchase of John Deere 6145M Cab Tractor from Deere & Company at the price not to exceed \$75,371.86.

Section 3: The Board hereby authorizes the purchase of John Deere 1600 Turbo Series II Commercial Wide Area Mower from Deere & Company at the price not to exceed \$51,458.81.

Section 4: The Board hereby authorizes the purchase of two Henderson Model Mark E 11'-12' Stainless Steel Muni Style Dump Body from Deere & Company at the price not to exceed \$158,807.00.

Section 5: The Board hereby authorizes the purchase of two 2017 Single Axle Chassis from Fremont Volvo Trucks at the price not to exceed \$194,676.36.

Section 6. The Board hereby finds that the County has the following motor vehicles that are not needed, obsolete, or unfit for public use and authorizes the trade-in of the motor vehicles as a credit of \$10,000 on the purchase price stated in Section 1: 2001 Bomford 26' Mower vin#1369/1358MA.

Section 7. The Board hereby finds that the County has the following motor vehicles that are not needed, obsolete, or unfit for public use and authorizes the trade-in of the motor vehicles as a credit of \$14,500 on the purchase price stated in Section 2: 1999 John Deere 6310 Tractor with Boom Mower vin#L06310S238255; 1999 Tiger Boom Mower vin#TBF0666; and 203 Tiger Brush Head vin#TBF-0886

Section 8. The purchase authorized in Section 5 shall be subject to the contract and terms and conditions for Contract #023-16 in the Ohio Department of Transportation's cooperative purchasing program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 9. The purchases authorized in Sections 1-3 shall be subject to the contract and terms and conditions for Index #STS515, Contract #800359 and Contract #800276 in the State of Ohio's cooperative purchasing program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 10. The purchase authorized in Section 4 shall be subject to the contract and terms and conditions for Contract Number 080114-HPI in the National Joint Powers Alliance's cooperative purchasing program, which is fully incorporated herein and of which the purchase orders shall be made a part.

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

15
RESOLUTION NO. 17-82

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

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

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

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Delaware County Engineer;

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

Permit #	Applicant	Location	Type of Work
U17-010	Columbia Gas of Ohio	Maketawah Drive	Install gas by directional bore
U17-011	Columbia Gas of Ohio	S. 3 B's & K Rd	Install gas main

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

16

RESOLUTION NO. 17-83

IN THE MATTER OF ACCEPTING THE GRANT AWARD OF THE DELAWARE COUNTY FOUNDATION:

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

WHEREAS, the Delaware County EMS has applied for and been awarded the Delaware County Foundation; and

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

WHEREAS, Commissioner Benton, as President of the Board of County Commissioners (the "Board"), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Benton 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:

Source:	Delaware County Foundation
Grant Amount:	\$1000.00
Local Match	\$0.00
Total Grant Amount:	\$1000.00

Section 2. The Board hereby authorizes Commissioner Benton, 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 shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

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RESOLUTION NO. 17-84

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR LIBERTY TRACE SECTION 1:

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

Whereas, the construction of new sanitary sewers at Liberty Trace Section 1 have been completed to meet sewer district requirements; and

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

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

Liberty Trace Section 1	2672' of 8- inch sewer	\$185,782.00
	420' of 12- inch sewer	\$ 92,890.00
	1882' of 15- inch sewer	\$278,672.00
	22- ea. manhole	\$103,400.00

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.

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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 Mr. Benton Aye

18

RESOLUTION NO. 17-85

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2018 TAXES:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

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

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

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

Whereas, pursuant to resolution 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00, and

Whereas, staff has determined that there are delinquent accounts that meet this criteria, and

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

Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$126,283.60 to the County Auditor for the 2018 real property tax list and duplicate.

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

**2018 Sewer Tax Assessments
To be certified by the Board of Commissioners on 1/30/17**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$45,640.45
66211904 – Alum Creek	\$72,017.77
66211906 – Tartan Fields	\$1,146.28
66211907 – Scioto Reserve	\$6,907.06
66211908 – Bent Tree	\$0.00
66211909 – Hoover Woods	\$158.76
66211910 – Scioto Hills	\$312.48
66211911 - Northstar	\$100.80
Total Assessments	\$126,283.60

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

19

RESOLUTION NO. 17-86

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR EVANS FARM SECTION 1 – ALUM CREEK WATER RECLAMATION AREA:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement;

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THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Evans Farm Section 1 – Alum Creek Water Reclamation Area.

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 30th day of January 2017, by and between **EVANS FARM LAND DEVELOPMENT COMPANY, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **EVANS FARM 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:

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 **EVANS FARM SECTION 1 ALUM CREEK WATER RECLAMATION AREA**, dated **11/28/2016**, and approved by the County on **12/5/2016**, 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 **103** 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 (**\$421,202.86**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should 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 **EVANS FARM SECTION 1 ALUM CREEK WATER RECLAMATION AREA**.

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 **EVANS FARM SECTION 1 ALUM CREEK WATER RECLAMATION AREA (\$14,740.00)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$33,700.00** estimated to be necessary to pay the cost of inspection for **EVANS FARM SECTION 1 ALUM CREEK WATER RECLAMATION AREA** 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

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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 **EVANS FARM SECTION 1 ALUM CREEK WATER RECLAMATION AREA** 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 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:

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- (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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 17-87

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PRIME AE GROUP, INC. FOR GENERAL ENGINEERING SERVICES FOR STANDARD DRAWINGS, STANDARD NOTES FOR SANITARY PLANS, DCRSD SPECIFICATIONS BOOK, AND CONSTRUCTION DRAWINGS AND SPECIFICATIONS FOR WASTEWATER PUMP STATIONS AS DIRECTED BY THE COUNTY:

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Prime AE Group, Inc. to perform the work,

Therefore be it resolved that the Board of County Commissioners execute the following agreement with Prime AE Group, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 30th day of January, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and PRIME AE Group, Inc. ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide "Services" in connection with the following "Project":
General Engineering Services for Standard Drawings, Standard Notes for Sanitary Plans, DCRSD Specifications Book, and Construction Drawings and Specifications for Wastewater Pump Stations as directed by the County.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

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- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement: Attachment A dated January 19, 2017

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, the fee shall be Twenty-Five Thousand Dollars (\$25,000).
- 4.3 For all services identified in the Scope of Services and Fee Proposal as “If Authorized” tasks, the fee for each authorized task shall be the fee specified in the Fee Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all “If Authorized” tasks shall be negotiated and mutually agreed to between the Parties for “If Authorized” tasks requested by the County.
- 4.4 Total compensation under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Sanitary Engineer:

Name: Delaware County Sanitary Engineer’s Office
Attn: Tiffany Maag, P.E.
Address: 50 Channing Street, Delaware, Ohio 43015
Telephone: 740-833-2250
Email: tmaag@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Kerry Hogan, P.E.
Address of Firm: 8415 Pulsar Place, Suite 300
City, State, Zip: Columbus, OH 43240
Telephone: 614-591-0284
Project Manager Email: jkerr@primeeng.com (Jeff Kerr)

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Sanitary Engineer and on the calculated percentage of Services performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the Services no later than five (5) months after Notice to Proceed.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE/ADDITIONS IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, 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.

For services in addition to those included in Section 1 as authorized or “if authorized”, a scope and fee shall be negotiated and agreed to by both parties prior to performance of the services. This agreement shall be modified or amended in writing with the mutual consent and agreement of the parties prior to performance of the additional services.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or sub-consultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, 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.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant 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.
- 13.2 Automobile Liability Coverage: Consultant 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.

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- 13.3 Workers' Compensation Coverage: Consultant 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.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant 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.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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.**
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services 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 Services to which the Agreement relates.
- Consultant 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 Services 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.
- Consultant 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.
- Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 14.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

**ATTACHMENT A
January 19, 2017**

**General Engineering Services for Standard Drawings,
Standard Notes for Sanitary Plans, DCRSD Specifications Book and Standard Construction Drawings
and Specifications for Wastewater Pump Stations**

The Delaware County Regional Sewer District (DCRSD) needs assistance in revising and updating its Standard Drawings, Standard Notes for Sanitary Plans, DCRSD Specifications Book, and Standard Construction Drawings and Specifications for Wastewater Pump Stations. The Scope of Services for performing these tasks is summarized below:

SCOPE OF SERVICES

PRIME proposes to perform the following services as part of the DCRSD general note, specification and Standard Construction Drawing revisions:

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1. Attend a project kick off meeting with key DCRSD personnel. Prepare and distribute a meeting agenda and meeting minutes.
2. Review the thirty-five (35) existing Standard Drawings. Improve the format and appearance of these drawings in AutoCAD 2015 and save them to the AutoCAD version requested by the DCRSD.
3. Review Standard Drawings used by other County and ORC 6117 Sewer Districts. Recommend revisions to existing DCRSD Standard Drawings and/or additional Standard Drawings for DCRSD if needed. Submit revised or new Standard Drawings to DCRSD for review and approval.
4. Submit final revised Standard Drawings and any newly recommended and accepted Standard Drawings to DCRSD in AutoCAD and PDF format.
5. Review twenty-five (25) existing Standard Notes for Sanitary Plans last revised in July 2, 2015. Discuss the need for revisions to these notes with DCRSD personnel. Prepare revised or additional Standard Notes requested by the District. Advise DCRSD of standard notes used by other County and ORC 6119 Sewer Districts that may be applicable for DCRSD. Submit final revised Standard Notes in Word and PDF format.
6. Review the existing one hundred sixty (160 page) DCRSD Specifications Book. Improve the format and appearance of these specifications by retyping the entire document in Word format. Discuss possible changes and additions to the specifications with DCRSD staff. Incorporate revisions to the specifications and/or provide new specification sections in Word format. Submit final revised specifications to DCRSD staff for review and approval.
7. Review the existing Standard Construction Drawings and Specifications for Wastewater Pump Stations. Discuss possible changes and additions to these drawings and specifications with DCRSD staff. Submit final revised pump station drawings in AutoCAD and PDF format and specifications in Word and PDF format to DCRSD staff for review and approval.

SCHEDULE

PRIME proposes to complete the Scope of Services in accordance with the following schedule:

1. Submit final revised Standard Drawings, Standard Notes for Sanitary Plans, DCRSD Specification Book, and Standard Construction Drawings and Specifications for Wastewater Pump Stations within five (5) months of Notice to Proceed.

PAYMENT

PRIME proposes to perform the above described Scope of Services for a fee not to exceed Twenty-Five Thousand Dollars (\$25,000). Charges for services shall be on a "time and materials" basis using a 3.1 multiplier times the actual direct hourly rate, in accordance with the PRIME Schedule of Fees and Charges in effect at the time the Services are performed.

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

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RESOLUTION NO. 17-88

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on March 22, 2007, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 07-331, establishing the Concord/Scioto Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-331 and section 349.04 of the Revised Code; and

WHEREAS, the terms for a citizen member and the local government representative shall expire on March 21, 2017;

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

Section 1. The Board of Commissioners hereby approves the re-appointments of the following members to the Concord/Scioto Community Authority Board of Trustees:

Position	Appointee	Term Ends
Citizen Member	Robert Grant	March 21, 2019
Local Government Representative	Ferzan Ahmed	March 21, 2019

Section 2. The re-appointments shall be effective March 22, 2017.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Thank you to Jack Marchbanks for coming with his staff to give us an update on the 36/36/71 changes.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Attended the BIA Gala Awards in which Commissioner Merrell was awarded the Citizen of the Year award.

-Congrats to Baby Riley from Lewis Center being named as the local Gerber Baby

Commissioner Merrell

-On March 20th, the CCAO legislative committee will be in town to meet with our Board and the Knox County Board of Commissioners

-Mahoning County has asked us to be a part of the discussion of the Medicaid/Medicare Sales Tax Issue.

Commissioner Merrell volunteered to be a part of that, along with Ferzan Ahmed and possibly someone from the Auditor's office.

Commissioner Benton

-The OSU appreciation lunch is this afternoon

-The Children's Hospital/Ohio Health reception for their new facility off of Route 23 is tomorrow evening

-Received a letter from Jenny Holland at Ohio Wesleyan thanking us for sponsoring interns

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RESOLUTION NO. 17-89

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 10:35 AM.

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

RESOLUTION NO. 17-90

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 10:50 AM.

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

10:50 RECESS/1:30PM RECONVENE IN THE FIELD:

1:30 PM VIEWING FOR CONSIDERATION OF THE RADNOR TOWNSHIP #2015-1 WATERSHED AREA DRAINAGE PETITION

On **January 30, 2017 at 1:30PM**, in the vicinity of 4240 Warrensburg Road Delaware, Ohio 43015, The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: Jeff Benton, Barb Lewis and Gary Merrell

On **November 18, 2016**, a drainage petition for the Radnor Township #2015-1 Watershed was filed with the Board of County Commissioners to:

-generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

-In Delaware County, Radnor Township in the Radnor Township #2015-1 Watershed and generally following but not limited to the course and termini of the existing improvements.

NOTE: the first hearing on the petition is scheduled for **THURSDAY APRIL 6, 2017, AT 10:00AM.**

The Commissioners:

-Looked At And Followed The Tile Areas along front of and near 4240 Warrensburg Rd.

-Walked Property to back of 4240 Warrensburg Road

-the "old pond" in front of Woods

-proposed tile area to a good and sufficient outlet lies behind

-the petition (signatures and words) determines the upstream part of a project the "sufficient outlet" determines the bottom of a project

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-projects since 1998 are automatically placed on County Drainage Maintenance Program
 -this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
 -if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
 -if approved money pooled only for this project; assessments placed on build-able lots current and future

-4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

SIGN-IN SHEET FOR JANUARY 30, 2017

1:30 PM Viewing For Consideration Of The Radnor Township #2015-1 Watershed Area Drainage Petition

NAME	ADDRESS
1 Mike Gilligan	4331
2 Michael Gilliam	4409
3 Karen & Roger Marksch	4520
4 MARY K. PARKS	4574
5 Dolly & Paul NORMAND	4520
6 RAY WATERS	3665
7 Ann Weber	3740
8 Tom Emmons	3734
9 Lou & Ann Weber	3740
10 Jim Cloud	3775
11 GIDDENS	4152
12 MARK LANDIS	4407 SR 37W
13 PATTY SPRES	3763 ST RT 37W
14 Jason Damm	3343 Bromley Rd.
15 John A Law	4216 SR RT 37W
16 LAURA JENY	4210 WARRINSBURG
17 Chris Jackson	
18 Tom Jackson	
19 Brett Bergefurd	50 Channing St - DCEO
20 Sarah Dimore	101 N Sandusky St.
21 Ed Oswald	4124 WARK
22 Larry Frake	3918

There being no further business, the meeting adjourned.

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Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners