

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 3, 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
RESOLUTION NO. 17-313

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 30, 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 March 30, 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
RESOLUTION NO. 17-314

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0331:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0331 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Sheriff	CSEA IV-D Contract	10011102-5360	\$10,874.00
EPS	Electrical Supplies for Lands BLD	10011105-5201	\$11,000.00

PR	Vendor Name	Line Description	Account	Amount
R1702870	SHERIFFS OFFICE	IV-D CONTRACT	23711630-5301	\$69,528.06
R1702872	SHERIFFS OFFICE	CSEA TITLE IV-D COMM SHARE	10011102-5360	\$35,817.48
R1702875	DOMESTIC RELATIONS COURT	CSEA TITLE IV-D COMM SHARE	10011102-5360	\$56,660.45
R1702879	DOMESTIC RELATIONS COURT	IV-D CONTRACT	23711630-5360	\$109,987.94
R1703008	JUVENILE COURT	2016 CSEA CONTRACT COMM SHARE	10011102-5360	\$5,282.97
R1703010	OHIO CAT	GENERATOR REPAIRS - ALUM CREEK	66211904-5328	\$5,300.00
R1703018	MOTOROLA SOLUTIONS INC	(3) RADIOS FOR AMBULANCE	41711436-5450	\$13,533.00

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

5
RESOLUTION NO. 17-315

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners’ Office is requesting that Commissioner Barb Lewis, Commissioner Gary Merrell and County Administrator Ferzan Ahmed attend the 82nd Annual NACo Conference in Columbus, Ohio from July 21-24, 2017 at the cost of \$1590.00 (fund number 10011101).

The Veteran’s Services Department is requesting that Don DeShazo attend a NACUSO Conference in San Diego, California from June 10-17, 2017 at the cost of \$2556.41.

The Veteran’s Services Department is requesting that Scott Leonard attend a NACUSO Conference in San Diego, California from June 10-17, 2017 at the cost of \$2276.41.

The Commissioners’ Office is requesting that Commissioner Jeff Benton and Commissioner Gary Merrell attend the Legend’s Luncheon in Columbus, Ohio on April 19, 2017 at the cost of \$100.00 (fund number 10011101).

The Child Support Enforcement Agency is requesting that seven CSEA employees attend an OCDA Spring Symposium in Columbus, Ohio from April 24-25, 2017 at the cost of \$350.00 (fund number 23711630).

The Juvenile Court is requesting that Megan Dillman attend a NOVA Annual Training in San Diego, California from August 13-18, 2017 at the cost of \$3000.00 (fund number 27426313).

The Juvenile Court is requesting that Dana Wisecarver attend a NOVA Annual Training in San Diego, California from August 13-18, 2017 at the cost of \$3000.00 (fund number 27426313).

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

6

RESOLUTION NO. 17-316

**IN THE MATTER OF PROCLAIMING APRIL 3-9 AS PUBLIC HEALTH WEEK
IN DELAWARE COUNTY:**

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

WHEREAS, the week of April 3-9, 2017, is National Public Health Week

WHEREAS, the Delaware General Health District recognizes this week as a way raise awareness about the critical role that public health and prevention play in keeping the community healthy.

WHEREAS, Americans are living 20 years longer than their grandparents’ generation, largely thanks to the work of public health.

WHEREAS, Public health looks at the underlying causes of illness and disease to ensure everyone has a chance at a long and healthy life. Those causes are rooted in how and where we live, learn, work, play and pray.

WHEREAS, Health must be a priority in designing our communities, from healthy housing to accessible playgrounds and tobacco-free parks.

WHEREAS, Everyone has the right to good health. We must remove barriers so everyone has the same opportunity to improve their lives and their health.

WHEREAS, We will continue to partner with our communities to provide accessible fresh and healthy food options to all our neighborhoods and schools.

WHEREAS, the Health District recognizes the residents and other community partners for their part in Delaware County being named the 2017 healthiest county in Ohio by the Robert Wood Johnson Foundation.

WHEREAS, by improving the health of Delaware County, community members become inspired and invested in their health along with the health of their family members, neighbors and friends.

NOW, THEREFORE, WE, the Delaware County Board of Commissioners, do hereby proclaim the week of April 3-9, 2017, as National Public Health Week, and call upon the people of Delaware County to observe this week by helping our families, friends, neighbors and co-workers celebrate their health.

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

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RESOLUTION NO. 17-317

IN THE MATTER OF APPROVING THE ALPHA GROUP OF DELAWARE’S PAYMENT OF CAPITAL REPAIRS TO 1000 ALPHA DRIVE FROM THE CAPITAL ACCOUNT ESTABLISHED IN THE LEASE AGREEMENT FOR SAID PROPERTY:

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

WHEREAS, on July 1, 2010, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 10-861, approving a lease agreement between the Board and the Alpha Group of Delaware, Inc. (“Alpha”) for the property known as 1000 Alpha Drive, Delaware, Ohio (the “Leased Premises”); and

WHEREAS, the lease agreement provides for the establishment of a capital account for the payment of capital improvements or repairs to the Leased Premises that cost \$5000.00 or more, subject to approval by the Board; and

WHEREAS, Alpha has obtained quotes for the repair of sidewalks, seal and repair of asphalt for parking lot, and repair of catch basins for the facilities on the Leased Premises, with the preferred quote in an amount more than \$5000.00; and

WHEREAS, Alpha is seeking the Board’s approval to proceed with the repair by utilizing the capital account;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves Alpha’s payment of capital repairs to the sidewalks, seal and repair of asphalt for parking lot, and repair of catch basins for the facilities on the Leased Premises, from the capital account established in the lease agreement in the estimated amount of \$97,834.00

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

8

RESOLUTION NO. 17-318

IN THE MATTER OF RENEWING THE CONTRACT WITH TRIDENT SECURITY, LLC FOR SECURITY SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County awarded the bid for ITB #14-02 Security Services for Delaware County and contracted with Trident Security, LLC on April 21, 2014 per Resolution No. 14-451 (the “Contract”); and

WHEREAS, pursuant to the Contract, upon the expiration of the initial term of three (3) years, the Contract may be renewed if agreed upon by both parties for up to three (3) additional one (1) year periods; and

WHEREAS, Trident Security, LLC has requested in writing to renew the Contract with no change to the terms and conditions;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the renewal of the Contract with Trident Security, LLC, for security services for Delaware County for the first one (1) year period.

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

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RESOLUTION NO. 17-319

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR ECONOMIC DEVELOPMENT:

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

Supplemental Appropriation		
23111711-5365	Revolving Loan/Grant Related Services	39,071.25

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

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RESOLUTION NO. 17-320

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR SUNSET POINT SUBDIVISION:

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Sunset Point Subdivision.

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 3rd day of April 2017, by and between **CCBI Homes**, 155 Green Meadows Drive South, Lewis Center, OH 43035, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Sunset Point 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 **Sanitary Sewer Plan for Sunset Point Subdivision**, dated **December 12, 2016**, and approved by the County on **December 29, 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 **3** 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 (**\$23,256.00**) 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.
- (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 1 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 **Sunset Point Subdivision**.

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 **Sunset Point Subdivision (\$813.96)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$1,950.00** estimated to be necessary to pay the cost of inspection for **Sunset Point Subdivision** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in

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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 **Sunset Point Subdivision** 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

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described herein and accept and assume operations and maintenance of the Improvements.

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

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

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

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

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

SECTION VIII: SIGNATURES

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

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

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RESOLUTION NO. 17-321

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENTS AGREEMENT FOR THE 176 & 178 WEST OLENTANGY STREET PROJECT:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Improvements Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Improvements Agreement for the 176 & 178 West Olentangy Street Project.

SANITARY SEWER IMPROVEMENTS AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 3rd day of April 2017, by and between **Powell New Development Ohio, LLC**, hereinafter called "Developer", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") of Delaware County, Ohio. This Agreement is governed by the following considerations and conditions, to wit:

The Developer 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 **Private Site Development for W Olentangy Street Project 176 & 178 W. Olentangy Street**, dated **October 15, 2016**, and approved by the County on **October 31, 2016**, all of which are a part of this Agreement. The Developer shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

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Capacity reservation is considered non-applicable to this agreement as the work for this project involves only the extension of utilities. Future connections to the sanitary sewer shall be evaluated by the Sanitary Engineer's Office upon such time that the Developer (or other future applicant) requests a specific use for the site and submits a Commercial Tap Fee Application.

SECTION III: FINANCIAL WARRANTY

The Developer shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction of Delaware County sewer (**\$89,960.00**) remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Developer 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 Developer 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 **Private Site Development for W Olentangy Street Project 176 & 178 W. Olentangy Street**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Developer 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 **Private Site Development for W Olentangy Street Project 176 & 178 W. Olentangy Street (\$3,148.60)**. The Developer shall also deposit with the Delaware County Sanitary Engineer the sum of **\$7,650.00** estimated to be necessary to pay the cost of inspection for **176 & 178 W Olentangy Street** 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 Developer 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 Developer 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 Developer 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 Developer shall pay the cost of any third party inspection services for **Private Site Development for W Olentangy Street Project 176 & 178 W. Olentangy Street** 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 Developer 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 Developer, 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 Developer, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Developer 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 Developer when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Developer must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Developer 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 Developer 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

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shall be subject to the approval of the Delaware County Sanitary Engineer.

The Developer 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 Developer shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Developer shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Developer and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Developer 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 Developer. 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 Developer 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 Developer 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 Developer become unable to carry out the provisions of this Agreement, the Developer'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 Developer, 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 Developer or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- Last Friday, Business First held a gathering at the Blackwing Shooting Center
- This afternoon, Commissioner Lewis and I will be speaking with Franklin County Commissioner Marilyn Brown and their administrator Ken Wilson to see how we can participate in the NACo Conference in July of this year
- Delaware County JFS received a Certificate of Recognition for Excellence in Claims Management from the Ohio Department of Job and Family Services for their increase in S.N.A.P. Benefit Recovery in 2017

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- No reports

Commissioner Merrell

- Regional Planning was held last Thursday. Thought the meeting went very well
- Attended the Vietnam Veterans' Event yesterday on the Courthouse lawn

Commissioner Benton

- Participated in the Friday legislative phone call last week
- Met with Lee Bodnar (Orange Township Administrator). He is doing a nice job
- Attended the ODOT District 6 Open House last Friday
- MORPC will have an Open House tomorrow
- Has been asked to participate in the Downtown Parking Advocacy Group
- Major League Baseball starts today
- NCAA will hold its championship game tonight
- The Master's Tournament will start later this week

14

RESOLUTION NO. 17-322

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 10:00 AM.

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

RESOLUTION NO. 17-323

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:37 AM.

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

There being no further business, the meeting adjourned.

1:00PM WORK SESSION

Michael Frommer, Director Sanitary Engineering and Development

- Discussion Of The Results Of The Biosolids RFP**
- Tartan Fields and Scioto Reserve Evaluation Results**
- Sewer Master Plan Update**

Gary Merrell

Barb Lewis

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 3, 2017

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners