

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2017

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

Present:
Gary Merrell, Vice President
Barb Lewis, Commissioner

Absent:
Jeff Benton, President

1
RESOLUTION NO. 17-457

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 1, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 1, 2017; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-458

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0503:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0503 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Ultimate Care	In Home Respite Care (Job and Family Program)	22511607-5348	\$ 25,000.00
Trident Security	County Security Services	10011102-5301	\$200,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1703433	KONESCRANES INC	CRANE AND HOIST REPAIRS SEWER DISTRICT	66211903 - 5328	\$13,424.00

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
Voucher			
Trident Security	County Security Services	10011102-5301	\$12,780.10

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

5
RESOLUTION NO. 17-459

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Code Compliance Department is requesting that Ric Irvine, Dave Diehl, Greg Miller, Bill Johnson, Duane Matlack, and Fred Fowler attend a Building Science for Building Officials Seminar in Reynoldsburg, Ohio May

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2017

10, 2017; at no cost.

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

6

RESOLUTION NO. 17-460

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR JUVENILE COURT:

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

Transfer of Appropriation

From	To	
27426314-5001 Crime Victims CASA/Compensation	27426314-5201 Crime Victims CASA/General Supplies	4,860.00
26726323-5001 Juvenile Care & Custody Reclaim/Compensation	26726323-5301 Juvenile Care & Custody Reclaim/Contracted Professional Services	5,000.00

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

7

RESOLUTION NO. 17-461

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR SERVICES OF A PSYCHOLOGIST BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY JUVENILE COURT, AND PAUL WARRICK-SCHKOLNIK, PH.D., LLC.:

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

Whereas, the County Juvenile Court recommends approval of The First Amendment To The Contract For Services Of A Psychologist Between The Board Of Delaware County Commissioners, The Delaware County Juvenile Court, And Paul Warrick-Schkolnik, Ph.D., Llc.;

Therefore Be It Resolved, That The Delaware County Board Of Commissioners Approve The First Amendment To The Contract For Services Of A Psychologist Between The Board Of Delaware County Commissioners, The Delaware County Juvenile Court, And Paul Warrick-Schkolnik, Ph.D., Llc.:

FIRST AMENDMENT TO THE CONTRACT FOR SERVICES OF A PSYCHOLOGIST BETWEEN THE DELAWARE COUNTY JUVENILE COURT AND PAUL WARRICK-SCHKOLNIK, PH.D., LLC.

This First Amendment to the Contract for Services of a Psychologist Between the Delaware County Juvenile Court and Paul Warrick-Schkolnik, Ph.D., LLC (“First Amendment”) is entered into this 4th day of May, 2017 by and between the Delaware County, Ohio Juvenile Court (“Court”), whose principal place of business is 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 and Paul Warrick-Schkolnik, Ph.D., LLC., whose principal place of business is 342 Harrogate Court, Westerville, Ohio 43082 (“Schkolnik”)(individually “Party” and collectively “Parties”).

WHEREAS, the Parties entered into a Contract for Services of a Psychologist Between the Delaware County Juvenile Court and Paul Warrick-Schkolnik, Ph.D., LLC effective March 15, 2016 (hereinafter “Contract”); and,

WHEREAS, the stated maximum amount payable pursuant to the Contract (“Contract Maximum”) is about to be exhausted; and,

WHEREAS, the Parties desire to increase the Contract Maximum.

NOW THEREFORE, the Parties agree to amend the Contract as follows:

1. **CONTRACT MAXIMUM.** The section of the Contract titled “Contract Maximum” shall be replaced in its entirety as follows:

“CONTRACT MAXIMUM:

The maximum amount payable pursuant to this Contract is Forty Thousand Dollars and Zero Cents (\$40,000.00). It is understood by the Parties that the actual amount paid may be less, based upon actual Services/Testimony provided.”

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2017

- 2. SIGNATURES. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf and is authorized to bind such principal.
- 3. CONFLICTS. In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.
- 4. OTHER TERMS OF CONTRACT UNCHANGED. All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

8
RESOLUTION NO. 17-462

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR SCIOTO RIDGE CROSSING SECTION 2:

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;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider's Agreement for Scioto Ridge Crossing Section 2.

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 4th day of May 2017, by and between **MI HOMES**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **SCIOTO RIDGE CROSSING SECTION 2** 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 **SCIOTO RIDGE CROSSING SECTION 2**, dated **3/27/2017**, and approved by the County on **4/10/2017**, 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 **58** single family residential equivalent connections approved with this Agreement, **25** of which connections will be connected in Section 2 and the remaining **33** to be connected with future sections. 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 (**\$207,690.00**) 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

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2017**

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 **SCIOTO RIDGE CROSSING SECTION 2**.

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 **SCIOTO RIDGE CROSSING SECTION 2 (\$7270.00)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$16,615.00** estimated to be necessary to pay the cost of inspection for **SCIOTO RIDGE CROSSING SECTION 2** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the 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 **SCIOTO RIDGE CROSSING SECTION 2** 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

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2017

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

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

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

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

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

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

SECTION VIII: SIGNATURES

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

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

9
RESOLUTION NO. 17-463

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR OLENTANGY FALLS SECTION 4 PHASE B:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for Olentangy Falls Section 4 Phase B for submittal to the Ohio EPA for their approval.

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

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 4, 2017

10

ADMINISTRATOR REPORTS

Dawn Huston, Assistant County Administrator/Director of Administrative Services
-No reports

11

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
-No reports

Commissioner Merrell
-No reports

Other Business:

The Assistant Prosecutor, Aric Hochstettler and Communication Manager, Jane Hawes, was seeking the direction of the Board in regard the RFP for the website-resign performance bond provision. It was the decision of the Board to keep the RFP as it is.

12

RESOLUTION NO. 17-464

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF AN APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 9:41 AM.

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

RESOLUTION NO. 17-465

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 Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Absent

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners