

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 26, 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. 17-667

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 22, 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 June 22, 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. 17-668

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0623:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0623 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
DATA	Job and Family Client Transportation	22411601-5355	\$14,000.00
XYLEM	Equipment and Parts Sewer District	66211903-5201	\$20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1704045	GUIDE STUDIO INC	BRANDING PROJECT	10011139 - 5301	\$5,100.00
R1704081	MICROMAN INC	NEW COURTHOUSE - NETWORK EQUIPMENT	40411414 - 5450	\$248,756.50
R1704074	TRI-STATE TOOL & HOIST INC	PORTABLE GANTRY FOR MAINTENANCE DEPARTMENT FOR WATER RECLAMATION	66211903 - 5450	\$10,068.00
R1704074	TRI-STATE TOOL & HOIST INC	PORTABLE GANTRY FOR MAINTENANCE DEPARTMENT FOR WATER RECLAMATION	66211904 - 5450	\$10,068.00
R1703765	MOHICAN YOUTH ACADEMY	RESIDENTIAL TREATMENT	2251160-7 5342	\$15,000.00

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

5
RESOLUTION NO. 17-669

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Laurie Winbigler attend an Addiction Studies Institute class in Columbus, Ohio from August 2-4, 2017 at the cost of \$309.00 (fund number 25622303).

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 26, 2017**

The Juvenile Court is requesting that Judge Hejmanowski attend a National Council of Juvenile and Family Court Judges Conference in Washington, D.C. from July 16-17, 2017 at the cost of \$1994.53 (fund number 27826325).

The Probate Court is requesting that Magistrate Kaiser attend a National Guardianship Association Fall Education Conference in Colorado Springs, Colorado from October 13-17, 2017 at the cost of \$2326.69.

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

**6
RESOLUTION NO. 17-670**

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 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
U17-083	Wow	Greenlawn Drive	Directional Bore
U17-084	Fibertech	South Old State Road	Lower existing ducts

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

**7
RESOLUTION NO. 17-671**

IN THE MATTER OF APPROVING A DEED OF EASEMENT FOR SANITARY SEWER PURPOSES TO THE DELAWARE COUNTY FINANCE AUTHORITY BOARD OF DIRECTORS:

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

WHEREAS, pursuant to sections 307.09 and 307.10 of the Revised Code, a board of county commissioners may grant easements to other political subdivisions of the state; and

WHEREAS, the Delaware County Sanitary Engineer recommends granting an easement for sanitary sewer purposes to the Delaware County Finance Authority Board of Directors for it to assign in furtherance of the public purpose of encouraging connection to centralized sanitary sewer;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the President of the Board to execute, the following deed of easement:

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **The Delaware County Board of Commissioners**, hereinafter called "Grantor", for and in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by **the Delaware County Finance Authority Board of Directors**, hereinafter called "Grantee", receipt of which is hereby acknowledged, hereby grants to Grantee, its successors and assigns forever, a permanent easement in, through, over and under the following described real estate for the purpose of constructing, operating, installing, maintaining, removing, or replacing sanitary sewer lines. The total width of the described easement may fall only in part on the Grantor's property and all sidelines are extended to intersect the property lines, and centered on the improving structure to be constructed. All bearings are based on an assumed reference bearing. The information shown is based on available records.

Situated in the State of Ohio, County of Delaware, Liberty Township, and more particularly described in the attached exhibit, made a part hereof.

Grantor, their heirs and assigns, hereby releases Grantee from any further claims for compensation or claims for damages resulting from this grant or the construction of said utility, except that Grantee and contactors for the Grantee shall not be released from liability for damages caused by their negligence.

The Grantee, as soon as practicable after construction of said utility and all subsequent alterations and repairs thereto, shall cause all affected property of Grantor to be restored to its original condition as nearly as is reasonably possible. This covenant to run with the land.

The rights granted herein shall not be construed to interfere with or restrict the use of the premises with respect to the construction and maintenance of the property improvements along and over the premises herein described as

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 26, 2017

long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said utility, or ingress and egress to or over the easement area. This easement, however, shall not be construed as giving to Grantee any right of ingress and egress to or over the remainder of said premises owned by Grantor.

Prior Instrument Reference: Deed Book 580, Page 122 of the Official Records of Delaware County, Ohio.

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

8
RESOLUTION NO. 17-672

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR THE GLADE AT HIGHLAND LAKES SECTION 2:

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 Subdivider’s Agreement for The Glade at Highland Lakes Section 2:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 26th day of June, 2017, by and between **Edwards Land Development Company**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Glade at Highland Lakes 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 **Section 2** of the **Sanitary Sewer Improvement Plans for The Glade at Highland Lakes Section 1 & 2**, dated **August 9th, 2016**, and approved by the County on **August 18th, 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 **20** single family residential equivalent connections approved with this Agreement (3 connections from Section 2 shall be served by the Section 1 Sanitary Sewer Improvements: lots T23, T44 and T45 as shown on the approved sanitary sewer improvement plans). 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 (**\$101,375.00**) 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 ___ 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

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 26, 2017**

for **The Glade at Highland Lakes 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 **The Glade at Highland Lakes Section 2 (\$3,548.13)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$8,625.00** estimated to be necessary to pay the cost of inspection for **The Glade at Highland Lakes 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 **The Glade at Highland Lakes 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 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

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 26, 2017**

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

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

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

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

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

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

SECTION VIII: SIGNATURES

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

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

Other Business

RESOLUTION NO. 17-673

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR CODE COMPLIANCE:

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

Transfer of Appropriation

From	To	
10011301-5001	10011301-5301	75,000.00
Code Compliance/Compensation	Code Compliance/Contracted Professional Serv.	

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

9

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator
-Attended a COTA meeting on Thursday. They are talking about the Next Gen Study and what areas that will include. It is said to include the 23 Corridor.

10

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Last chance to talk about the Medicare/Medicaid sales tax cut. A letter to the editor of the Dispatch was written outlining the effects the cuts would have to five counties.

Commissioner Lewis
-No reports

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 26, 2017

Commissioner Benton

-Attended the Veteran’s Docket introduction at Judge Hemmeter’s courtroom on Thursday. 15 counties currently have Veteran’s Dockets, some are a mix of Common Pleas and Municipal Courts.

-The Investment Report was released by the Treasurer. Yields are up 1.28%. That is good news.

11

RESOLUTION NO. 17-674

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 9:50 AM.

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

RESOLUTION NO. 17-675

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 10:02 AM.

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

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

Jenna Jackson, Economic Development Coordinator
-Update On The Delaware County Trail Committee

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners