

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 5, 2017**

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**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. 17-1029**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 2, 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 October 2, 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              Aye

**2  
PUBLIC COMMENT**

**3  
ELECTED OFFICIAL COMMENT**

**4  
SEAN MILLER, DELAWARE COUNTY EMERGENCY MANAGEMENT  
-UPDATES ON DELAWARE COUNTY EMERGENCY MANAGEMENT**

**5  
RESOLUTION NO. 17-1030**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1004:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1004 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
P1700844 Delaware County Ag	Hotel Bed Tax	29911190-5380	\$50,000.00

<b>PR</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
<b>Number</b>				

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

**6  
RESOLUTION NO. 17-1031**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Emergency Medical Services Department is requesting that Lt. Jen Ransom and Shelley Gannon attend a Crisis Intervention Team training in Delaware, Ohio from October 23-26, 2017 at no cost.

The Economic Development Department is requesting that Jenna Jackson attend an Ohio Economic Development Association Annual Seminar in Columbus, Ohio October 18, 2017; at the cost of \$360.08 (fund number 21011113).

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

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**RESOLUTION NO. 17-1032**

**IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF A LOCAL SPONSOR APPLICATION TO THE OHIO DEPARTMENT OF AGRICULTURE OFFICE OF FARMLAND PRESERVATION:**

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

WHEREAS, the Ohio Department of Agriculture Office of Farmland Preservation offers matching grants for the acquisition of farmland preservation easements through local sponsors; and

WHEREAS, the Delaware County Board of Commissioners, in cooperation with the Delaware Soil and Water Conservation District, wishes to submit an application for Delaware County to serve as a local sponsor for the program; and

WHEREAS, the Delaware County Board of Commissioners, as a matter of policy, plans to request approval of a modified scoring system that reflects the need for Delaware County to establish a proper balance between farmland preservation and the obligation to obtain future easements for the County's sanitary sewer system.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the County Administrator to complete a local sponsor application to the Ohio Department of Agriculture Office of Farmland Preservation and authorizes the President of the Board to sign and submit this application.

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

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**RESOLUTION NO. 17-1033**

**IN THE MATTER OF APPROVING THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE SANDUSKY STREET COURTHOUSE AND RELATED PARKING FACILITY:**

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

Whereas, the Board of County Commissioners has previously executed a contract with Lend Lease (US) Construction Inc. to complete the project known as the Sandusky Street Courthouse and Related Parking Facility; and

Whereas, Section 9.8 of Document A201 of the Contract Documents requires that, when the work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion to establish the date of substantial completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate; and

Whereas, the County staff and the Architect have inspected the work per the contract documents and have determined that the work is substantially complete; and

Whereas, the Director of Facilities recommends that the Board of Commissioners approve the Certificate of Substantial Completion for the project known as the Sandusky Street Courthouse and Related Parking Facility;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Delaware County, State of Ohio, approves and authorizes the execution of the Certificate of Substantial Completion for the project known as the Sandusky Street Courthouse and Related Parking Facility, as follows:

**AIA Document G704™ - 2000  
Certificate of Substantial Completion**

PROJECT:  
(Name and address)  
Delaware County Board of Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43051-1732  
Telephone Number 740.833.2104

TO OWNER:  
(Name and address)  
Delaware County Board of Commissioners

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101 North Sandusky Street  
Delaware OH 43051-1732

PROJECT NUMBER:  
CONTRACT FOR: General Construction  
CONTRACT DATE:

TO CONTRACTOR:  
(Name and address)  
Lend Lease  
92 N. Sandusky St.  
Suite 200  
Delaware, OH 43051

OWNER:  
ARCHITECT:  
CONTRACTOR:  
FIELD:  
OTHER:

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE  
SHALL INCLUDE:

See attached Punch List of items that need to be finished or corrected for Level 300 (688 items) and Level 400 (957 items). A Punch List will be generated for Levels 100, 200, 500, each Stair, and the exterior of the building. Those Punch Lists will be distributed to Contractor and Owner by the Architect as each is written up.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

<b>Warranty</b>	<b>Date of Commencement</b>
	9-15-17
<u>Silling Associates, Inc.</u>	<u>9-15-2017</u>
ARCHITECT	DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$There is not a total cost at this time since all of the Punch Lists have not been completed yet.

The Contractor will complete or correct the Work on the list of items attached hereto within Sixty (60) days from the above date of Substantial Completion.

<u>Lend Lease</u>	_____	_____
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 p.m. (time) on 9.15.17 (date).

Delaware County Board of <u>Commissioners</u>	_____	_____
OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:  
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

The Owner shall be responsible for property insurance, security, maintenance, heat, utilities, and damage to the Work. Contractor shall be responsible for correcting all items on attached Punch Lists, all items on Punch Lists yet to be distributed, and any damage done by Contractor while working on completion of the Punch Lists.

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

10

RESOLUTION NO. 17-1034

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR CREEKSIDE INDUSTRIAL PARK:

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 Creekside Industrial Park.

SUBDIVIDER’S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 5<sup>th</sup> day of October 2017, by and between **HIGHDEV II, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Creekside Industrial Park** 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 **Creekside Industrial Park Sanitary Sewer Improvement Plans**, dated **May 26, 2015**, and approved by the County on **June 4, 2015**, 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 **0** 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 (**\$219,840.00**) 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 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 **Creekside Industrial Park**.

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

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plan review of **Creekside Industrial Park (\$7,694.40)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$18,675.00** estimated to be necessary to pay the cost of inspection for **Creekside Industrial Park** 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 **Creekside Industrial Park** 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.

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**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              Mrs. Lewis              Aye              Mr. Benton              Aye

**11**

**RESOLUTION NO. 17-1035**

**IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:**

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

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

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following property listed below be sold in the manner prescribed in Resolution 12-79 and the disposal or salvage of property that has no value. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number/Asset Number</u>
Granular Sand		
06150 Laminated Wood Roof Deck	Disdero Lumber	
Scioto Reserve UV Modules & Control Panels	IDI	
Power Washer	Ryobi/Honda Motor	
2" Trash Pump	Pacer	SE2UL E5HOC
Scioto Reserve Chemical Tote		

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

**12**

**RESOLUTION NO. 17-1036**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS:**

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

**Supplemental Appropriation**

10011102-5801	Commissioner General/Misc Cash Transfer	1,897,526.00
24820101-5801	Title Administration/Misc Cash Transfer	500,000.00
40411414-5260	Courts Building/Inventoried Equipment	14,900.00
40411414-5450	Courts Building/Capital Equipment	1,961,188.00

**Transfer of Funds**

<b>From</b>	<b>To</b>	
24820101-5801	10011102-4601	500,000.00
Title Administration/Misc Cash Transfer	Commissioner General/Interfund Revenue	
10011102-5801	40411414-4601	2,397,526.00
Commissioner General/Misc Cash Transfer	Courts Building/Interfund Revenue	

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

**13**

**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator

- Attended the 911 Board Meeting yesterday. They are preparing to present their budget to the commissioners.
- Will be doing a meet and greet with members of Chase Bank today.
- Congrats to Dawn Huston for celebrating 25 years with the County.

**14**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell

- Will be attending the MORPC Executive Committee meeting today.

Commissioner Lewis

- Attended the Delaware Foundation's "Evening of Generosity" last night.

Commissioner Benton

- Go Indians!!

**15**

**RESOLUTION NO. 17-1037**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR COLLECTIVE BARGAINING:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 9:47 AM.

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

**RESOLUTION NO. 17-1038**

**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 10:28 AM.

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

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners