

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 15, 2018

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

Present:
 Gary Merrell, President
 Jeff Benton, Commissioner

Absent:
 Barb Lewis, Vice President

9:45 AM Public Hearing To Consider The Approval And Adoption Of Amendments To The Subdivision Regulations Of Delaware County, Ohio Pursuant To The Ohio Revised Code Sections 711.10, 711.132, And 711.133

1
 RESOLUTION NO. 18-150

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 12, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 12, 2018; 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 Absent Mr. Benton Aye

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 18-151

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0214:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0214 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount
R1802164	OHIO TRANSMISSION & PUMP COMPANY	SUMP PUMPS FOR OECC	66211903 - 5260	\$5200.00
R1802195	NETCARE CORP PELTON	COMPETENCY EVALUATION SERVICES	10011202 - 5301	\$10,500
R1802208	ENVIRONMENTAL PRODUCTS	FILTER CELL ANGLES FOR ALUM CREEK	66211904 - 5201	\$5,820.00
R1802210	JWC ENVIRONMENTAL LLC	GRINDER ELECTRIC MOTORS AND SUPPLIES - LEATHERLIPS	66211903 - 5428	\$11,428.58
R1802212	C & C ELECTRIC MOTOR SERVICE LLC	RAW PUMP MOTORS	66211903 - 5260	\$8,684.00
R1802220	EPS	CAMERAS - ACS INTERVIEW ROOMS & PD OFFICE	40411414 - 5410	\$11,836.45

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

**5
RESOLUTION NO. 18-152**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Adult Court Services department is requesting that Scott Ritter attend a Sex Offender Supervision Office Bootcamp in Albuquerque, New Mexico from April 9-11, 2018 at the cost of \$1,535.40 (fund number 25622303).

The Economic Development Department is requesting that Jenna Jackson attend an OEDA 360 class in Columbus, OH on March 7, 2018 at the cost of \$119.00 (fund number 21011113).

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

**6
RESOLUTION NO. 18-153**

IN THE MATTER OF GRANTING ANNEXATION PETITION, FROM AGENT FOR THE PETITIONER, JACKSON B. REYNOLDS III, REQUESTING ANNEXATION OF 0.280 ACRES OF LAND IN CONCORD TOWNSHIP TO THE VILLAGE OF SHAWNEE HILLS:

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

Whereas, on January 16, 2018, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Jackson B. Reynolds III, agent for the petitioners, of 0.280 acres, more or less, from Concord Township to the Village of Shawnee Hills; and

Whereas, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the Village of Shawnee Hills or the Township of Concord;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 0.280 acres, more or less, in Concord Township to the Village of Shawnee Hills.

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

**7
RESOLUTION NO. 18-154**

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002 adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

That the Delaware County Board of Commissioners hereby authorizes the use of the Historic Courthouse Second Floor Courtroom to hold a memorial service by the Delaware County Bar Association for the late attorney Keith Boger on Thursday, March 1, 2018 at 4 p.m., with more than thirty participants.

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

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RESOLUTION NO. 18-155

IN THE MATTER ACCEPTING A GRANT FROM THE COLUMBUS FOUNDATION FROM THE JOHN E. PEYTON FAMILY FOUNDATION FOR THE DELAWARE COUNTY DOG SHELTER:

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

Whereas, the Columbus Foundation has authorized a grant of \$19,367 to the Delaware County Dog Shelter; and

Whereas, the grant will be used to support the veterinarian care of dogs;

Therefore Be It Resolved, that the Delaware County Board of Commissioners accept the grant.

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

9

RESOLUTION NO. 18-156

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND ADDENDUM BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDER THE VILLAGE NETWORK:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contract and addendums;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract and addendum for a Child Care Placement provider:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
The Village Network 2000 Noble Drive Wooster, Ohio 44691 Amount: \$155,000.00 This Agreement in effect from 04/01/2018-3/31/2019	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

The Village Network

**ADDENDUM TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (AGENCY)
AND THE VILLAGE NETWORK (PROVIDER)**

Whereas, Agency and Provider have entered into the attached Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement; and

Whereas, Agency and Provider have agreed to modify the Agreement to include the additional terms and conditions set forth herein; and

Whereas, the Parties agree that if any provision of this Addendum conflicts with the Agreement, this Addendum shall take precedence over the Agreement.

Article II. This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for two (2) additional, one (1) year terms not to exceed three (3) years.

Article V. B. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15th) day of each month. The progress report

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will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time that the Provider comes into compliance.

Article V.E. Provider agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.

Article V. Provider agrees to transfer copies of the child's records to the Agency within forty- eight (48) hours of the request. Copies of the records are to be submitted electronically via email as an attached, scanned pdf file(s) or via facsimile (fax).

Article V. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.

Article VIII. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent to the attention of Ms. Sandy Honigford, Assistant Director, Delaware County Department of Job and Family Services. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment.

Article XX.A. Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.

Article XX .D. Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

Article XX .F. The Delaware County Board of County Commissioners shall be listed as the Certificate Holder.

(A copy of this contract is available in the Commissioners' Office until no longer of administrative value).

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

10

RESOLUTION NO. 18-157

IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF TIPPING FEES AT THE SOLID WASTE TRANSFER STATION TO SUPPORT THE 2018 LITTER CONTROL CAMPAIGNS:

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

WHEREAS, the Board of County Commissioners of Delaware County owns the Delaware County Solid Waste Transfer Station; and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station tipping fees in support of litter control campaigns; and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, the Olentangy Watershed Clean Up, and the Scioto River Sweep; and

WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station tipping fees in support of these initiatives in past years;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive the Delaware County portion of the Solid Waste Transfer Station tipping fees in support of the aforementioned programs effective April 1, 2018 to June 30, 2018 for the Great American Clean Up, the Olentangy Watershed Clean Up in April 2018 and August 2018, and the Scioto River Sweep in September 2018.

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

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RESOLUTION NO. 18-158

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR COURTYARDS AT SOUTH SECTION LINE:

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It was moved by Mr. Benton, seconded by Mr. Merrell to accept the following Sanitary Subdivider's Agreement:

Whereas, the Sanitary Engineer recommends approval of the Sanitary Subdivider's Agreement for Courtyards at South Section Line;

Therefore, Be It Resolved, that the Board of Commissioners approves the Sanitary Subdivider's Agreement for Courtyards at South Section Line:

SUBDIVIDER'S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

THIS AGREEMENT supersedes the original agreement dated February 9, 2017, and is executed on this 15th day of February, 2018 by and between **EPCON COMMUNITIES** (hereinafter called "SUBDIVIDER"), and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio (hereinafter called "COUNTY" or "COUNTY COMMISSIONERS"), as evidenced by the **Courtyards at South Section Line Road Phase 1 & 2** plan, the **Courtyards at South Section Line Road Pump Station and Force Main** plan (hereafter referred to collectively as **Courtyards at South Section Line Road**), and the corresponding subdivision plat or condominium amendment on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

The SUBDIVIDER is to construct, install or otherwise make all public IMPROVEMENTS shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Courtyards at South Section Line Road** all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said IMPROVEMENTS.

SECTION II: CAPACITY

There are **67** 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(s) or Condominium Amendment(s) are recorded. If the final Subdivision Plat(s) or Condominium Amendment(s), along with corresponding sanitary sewer easements for the development are not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Prior to completion of the pump station and final acceptance of the improvements, SUBDIVIDER may connect laterals to the sanitary sewer so long as sanitary sewer plugs are in place to prevent any flow from reaching the pump station. It is prohibited to allow any flow to be discharged into the sanitary sewer until final acceptance of the sanitary sewers and pump station. Prior to connection to the sanitary sewer, capacity charges 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. Regardless of any inspection by the COUNTY, the SUBDIVIDER shall be solely liable for any failures of the sewer plugs and resulting damage until the IMPROVEMENTS have been accepted by the COUNTY and the maintenance period has expired. Only upon final acceptance shall the COUNTY permit the plugs installed as specified herein to be removed. The SUBDIVIDER agrees that no occupancy permit shall be issued until the IMPROVEMENTS have been accepted into public service. In addition to any other indemnification obligation stated herein, the SUBDIVIDER shall specifically indemnify the COUNTY against and hold the COUNTY harmless from any damages, claims, judgments, costs, or liabilities of any kind arising from the use of plugs as approved herein.

SECTION III: FINANCIAL WARRANTY

The SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$676,510.00**) 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.

The SUBDIVIDER shall within thirty (30) days following completion of construction of each Section/Phase/Part 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. Construction costs shall be separated for each individual Section/Phase/Part that is submitted for final acceptance.

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 public IMPROVEMENTS within this Subdivision.

SECTION IV: FEES

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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 (**\$23,675.00**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$54,120.00** estimated to be necessary to pay the cost of inspection 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 SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same 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 **Courtyards at South Section Line Road** as required by the County.

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.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within four (4) months 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 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 said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

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 the proposed sanitary sewer mains or service laterals 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 SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the 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 hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said 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 public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the

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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 by the 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 same.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE 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. 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 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 said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer 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.

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.

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 DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants 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 Absent

**13
RESOLUTION NO. 18-159**

IN THE MATTER OF RE-BIDDING THE PROJECT KNOWN AS 2018-19 MOWING CONTRACT SOUTH OF US 36:

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

WHEREAS, the Board approved by Resolution No. 18-20 the specifications and bid opening date and time for the project known as 2018-19 Roadside Mowing Contract (South); and

WHEREAS, no bids were received for the Contract;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

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**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, March 13, 2018, at which time they will be publicly received and read aloud, for the project known as:

2018-2019 Roadside Mowing (South) - Rebid

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices"

The prices of this contract shall be in effect from May 14, 2018 to December 31, 2019.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: February 23, 2018

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

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RESOLUTION NO. 18-160

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT FOR THE PROJECT KNOWN AS DEL-CR124-02-.75, HOME ROAD-TREE LAKE BOULEVARD TRAFFIC SIGNAL:

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

**DEL-CR124-02.75, Home Road-Tree Lake Boulevard Traffic Signal
Bid Opening of January 30, 2018**

Whereas, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Miller Cable Company, the low bidder for the project (copy of the bid tabulation has been submitted); and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Miller Cable Company for the project known as DEL-CR124-02.75, Home Road –Tree Lake boulevard Traffic Signal;

Now, Therefore, Be It Resolved, that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Contract:

CONTRACT

THIS AGREEMENT is made this 12th day of February, 2018 by and between **Miller Cable Company, 210 S. Broadway, Green Springs, Ohio 44836**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**DEL-CR124-02.75, Home Road-Tree Lake Boulevard Traffic Signal**", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

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The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Two Hundred Seventy-Nine Thousand Dollars (\$279,000.00)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

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RESOLUTION NO. 18-161

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

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

Supplemental Appropriation

29811182-5801	Medicaid Local Sales Tax Transition/Misc Cash Transfer	227,013.18
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Transfer of Appropriation

From	To	
10029203-5360	10029203-5001	20,000.00
Municipal Court/Court Related Service	Municipal Court/Compensation	
10026203-5360	10029203-5102	200.00
Municipal Court/Court Related Service	Municipal Court/Workers Compensation	
10029203-5360	10029203-5120	2,800.00
Municipal Court/Court Related Service	Municipal Court/County Share PERS	
10029203-5360	10029203-5131	290.00
Municipal Court/Court Related Service	Municipal Court/County Share Medicare	

Transfer of Funds

From	To	
29811182-5801	10011102-4601	227,013.18
Medicaid Local Sales Tax Transition/Misc Cash Transfer	Commissioner General/Interfund Revenue	

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-Will be attending a Central Ohio Youth Corrections meeting today.
-Will be attending our annual OSU Extension luncheon today.

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-This Saturday will be the annual Bishop Backers day. This is a partnership with the City of Delaware. There will be events all over town.

Commissioner Merrell

- Thank you to Mike Frommer for stepping up to take part in the Bishop Backers Day
- Attended a DKMM Meeting on Tuesday held here. Thought it went really well.
- There will be a joint meeting tonight at 7:00 at City Hall with the Commissioners and City Council.

15

RESOLUTION NO. 18-162

9:45A.M. DELAWARE COUNTY BOARD OF COMMISSIONERS' PUBLIC HEARING TO CONSIDER THE APPROVAL AND ADOPTION OF AMENDMENTS TO THE SUBDIVISION REGULATIONS OF DELAWARE COUNTY, OHIO PURSUANT TO THE OHIO REVISED CODE SECTIONS 711.10, 711.132, and 711.133:

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 9:47 A.M..

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

RESOLUTION NO. 18-163

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

RESOLUTION NO. 18-164

IN THE MATTER OF CLOSING THE DELAWARE COUNTY BOARD OF COMMISSIONERS' PUBLIC HEARING TO CONSIDER THE APPROVAL AND ADOPTION OF AMENDMENTS TO THE SUBDIVISION REGULATIONS OF DELAWARE COUNTY, OHIO PURSUANT TO THE OHIO REVISED CODE SECTIONS 711.10, 711.132, and 711.133:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 9:55 A.M..

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

RESOLUTION NO. 18-165

IN THE MATTER OF APPROVING AND ADOPTING AMENDMENTS TO THE SUBDIVISION REGULATIONS OF DELAWARE COUNTY, OHIO PURSUANT TO THE OHIO REVISED CODE SECTIONS 711.10, 711.132, and 711.133:

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

WHEREAS, The Delaware County Regional Planning Commission (hereinafter the "Commission") originally adopted Subdivision Regulations of Delaware County, Ohio on March 16, 1967 and subsequently amended those regulations on July 27, 1986, October 24, 1991, April 1, 1992, May 27, 1992, January 1, 1997, July 23, 1998, September 9, 1998, January 2, 2007, September 6, 2007, June 20, 2013, and October 27, 2016; and

WHEREAS, pursuant Ohio Revised Code Section 711.10 the Commission has authority to adopt general rules, of uniform application, governing plats and subdivisions of land falling within its jurisdiction, to secure and provide for the proper arrangement of streets or other highways in relation to existing or planned streets or highways or to the county or regional plan, for adequate and convenient open spaces for traffic, utilities, access of firefighting apparatus, recreation, light, and air, and for the avoidance of congestion of population. The rules may provide for their modification by the Commission in specific cases where unusual topographical and other exceptional conditions require the modification. In addition, the rules may require the board of health to review and comment on a plat before the Commission acts upon it and also may require proof of compliance with any applicable zoning resolutions, and with household sewage treatment rules adopted under Section 3718.02 of the Revised Code, as a basis for approval of a plat; and

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WHEREAS, the Commission held the required public hearings for the following Amendments to the Subdivision Regulations of Delaware County, Ohio:

- Amendment #1 Section 205.01 Final Plat Submission and Schedule;
- Amendment #2 Section 206.02 Final Plat Contents and Format

(the "Amendments"), pursuant to the Ohio Revised Code Sections 711.10, 711.132, and 711.133 (Subdivision Regulations of Delaware County, Ohio are available for review in the Delaware County Regional Planning Office and on web at www.dcrpc.org); and

WHEREAS, the Commission adopted the Amendments on November 30, 2017, to be effective upon approval and adoption by the Board of Commissioners of Delaware County, Ohio (hereinafter the "Board"); and

WHEREAS, the Board held a public hearing on the proposed Amendments on February 15, 2018.

NOW THEREFORE, BE IT RESOLVED BY THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. That said Amendments are hereby approved and adopted, effective immediately upon passage of this Resolution.

Section 2. That all formal deliberations and actions of the Board concerning the adoption of this Resolution were made in an open meeting of the Board.

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

RECESS UNTIL 2:00 PM/RECONVENE AT 2:02 PM

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RESOLUTION NO. 18-166

APPROVING THE FIFTH AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CONCORD/SCIOTO COMMUNITY AUTHORITY:

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

FIFTH AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL COOPERATION AGREEMENT

This Fifth Amendment to the Amended and Restated Intergovernmental Cooperation Agreement (the "Fifth Amendment") dated as of February 15, 2018, is by and between the CONCORD/SCIOTO COMMUNITY AUTHORITY, 470 Olde Worthington Road, Suite 100, Westerville, Ohio 43082, a new community authority organized and existing under Chapter 349 of the Ohio Revised Code (the "Authority"), and the COUNTY OF DELAWARE, OHIO, 101 North Sandusky Street, Delaware, Ohio 43015, a political subdivision duly organized and validly existing under and by virtue of the laws of the State of Ohio (the "County"), and amends the Amended and Restated Intergovernmental Cooperation Agreement (the "Agreement") between the Authority and the County dated October 1, 2013.

RECITALS:

WHEREAS, the Authority and the County have previously entered into the Agreement dated as of October 1, 2013, whereby the Authority has agreed, among other things, to design and construct, or cause to be designed and constructed, the O'Shaughnessy Pump Station; and

WHEREAS, the Authority and the County amended the Agreement by the First Amendment, dated December 2, 2013, to extend the timelines associated with the design and construction of the O'Shaughnessy Pump Station for the benefit of both the Authority and the County; and

WHEREAS, the Authority and the County amended the Agreement by the Second Amendment, dated May 28, 2015, to:

- (i) plan, design, and construct additional sanitary sewer improvements referred to in the Second Amendment as "Project #1" and "Project #2"; and
- (ii) adjust the timelines associated with the construction of the O'Shaughnessy Pump Station,

all as set forth in a certain Term Sheet agreed to by the County, the Authority, the Developer, and Donald R. Kenney; and

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WHEREAS, the Authority and the County amended the Agreement by the Third Amendment, dated June 23, 2016, in order to redefine certain infrastructure improvements known as Project #1 and Project #2 and define Project #3, which are referred collectively as the “Third Amendment Improvements;” and

WHEREAS, the Authority and the County amended the Agreement by the Fourth Amendment, dated November 16, 2017, in order to define “Project #4” and to provide for the County’s contribution toward the costs of Project #4; and

WHEREAS, the Authority and the County desire in this Fifth Amendment to amend the Agreement in order to revise the “Service Area” of the Agreement, and add to the scope of the Agreement certain territory serviced by the Tartan Fields wastewater treatment facility.

NOW, THEREFORE, in consideration of the foregoing and the promises of the parties hereto to be bound by the terms hereof and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Authority and the County agree to the foregoing and as follows:

Section I

Amendments to Section I.

Section I of the Agreement is hereby amended by adding the following definitions:

“Tartan Fields Service Area” means the area described in Fifth Amendment – Exhibit B, which is outside the Service Area and served by the Tartan Fields wastewater treatment facility, as such area may be expanded pursuant to Section V of this Agreement.

“Service Area Map” means the map describing the Service Area, which map is attached hereto as Fifth Amendment – Exhibit A, as such map may be amended pursuant to Section V of this Agreement.

Section I of the Agreement is hereby further amended by deleting the definition of “Service Area” and substituting the following:

“Service Area” means the area, described in the Service Area Map attached hereto, that will be served by the Improvements, as such area may be expanded pursuant to Section V of this Agreement.

Section II

Amendments to Section V.

Section V of the Agreement is hereby amended by deleting the existing language of Section V, as amended by the Third Amendment, in its entirety and substituting the following language in its place:

The County and the Authority agree to revise the Service Area Map effective as of this Fifth Amendment. The revised Service Area Map is attached hereto as Fifth Amendment – Exhibit A.

The County intends that the Treatment Facility, as it may be expanded by the Treatment Facility Expansion, will be the sole and exclusive wastewater treatment facility for the Service Area, and the County covenants that it shall not acquire, construct or install any other wastewater treatment facility, real property, lines, pumps, utility-related fixtures or other related fixtures and appurtenances serving the Service Area; provided, that the County may maintain any treatment plants or pump stations that existed at the time at which the Original Agreement was executed, but the County shall not expand the service area of any treatment plants or pump stations that existed at the time at which the Original Agreement was executed if such expansion would include service to territory within the Service Area. The preceding sentence shall remain in full force and effect until such time as the Treatment Facility, as it may be expanded by the Treatment Facility Expansion, has reached its full capacity, whereupon the County may acquire, construct or install other wastewater treatment facilities, real property, lines, pumps, utility-related fixtures or other related fixtures and appurtenances to serve the Service Area. Notwithstanding any other provision of this Agreement (except those provisions of this Agreement imposing requirements on property owners within the Service Area, the Tartan Fields Service Area, or regarding the ability of parcels to join or remain within the District), after obtaining the prior written consent of the Authority and without reducing the Service Area the County may (i) direct or redirect wastewater flow from pump stations, sanitary sewers, or force mains within the Service Area to be treated at County facilities other than the Treatment Facility and the Treatment Facility Expansion, if such direction or redirection is reasonably necessary to reserve capacity in the Treatment Facility (as expanded by the Treatment Facility Expansion), and (ii) expand the Service Area to include additional properties and direct or redirect wastewater flow from pump stations, sanitary sewers, or force mains outside of the Service Area serving such additional properties to be treated at the Treatment Facility and the Treatment Facility Expansion.

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The County may expand the Service Area and the Tartan Fields Service Area. The County and the Authority agree that the County shall expand the Service Area to cover any areas within the area depicted as "Owner's Choice" on the Service Area Map at the election of any property owner owning property outside of the Service Area but within the "Owner's Choice" area that desires to develop such property within such area and to receive sewer services from the Treatment Facility or any Supportive Improvements; provided, that any property owner so electing to receive sewer services from the Lower Scioto Water Reclamation Facility shall be subject to and shall pay both (i) the Surcharge for the Service Area in accordance with Section XIII hereof, and (ii) an additional surcharge in the amount of \$1,350 or such other amount as may be determined by the County from time to time. If the County expands the Service Area the County shall certify to the Authority an expanded Service Area Map to replace the map attached hereto as Fifth Amendment – Exhibit A. If the County expands the Tartan Fields Service Area the County shall certify to the Authority an expanded Tartan Fields Service Area map to replace the map attached hereto as Fifth Amendment – Exhibit B.

Except as otherwise expressly set forth in this Agreement, the County agrees to oppose any attempt by any entity to provide sanitary sewer service within the Service Area or the Tartan Fields Service Area, each as defined in this Agreement in such a manner as the County shall determine. Moreover, except as otherwise expressly set forth in this Agreement, the County shall not concede any rights it now has to provide sanitary sewer service to the Service Area or the Tartan Fields Service Area to any other sewer service provider without the express written consent of the Authority and the Developer. Other than the O'Shaughnessy Pump Station and other pump stations intended solely to convey wastewater to the Treatment Facility and approved by the Authority, the County shall not permit the construction of treatment plants or pump stations within the Service Area to provide wastewater treatment services by or on behalf of the County in addition to those treatment plants or pump stations that existed at the time at which the Original Agreement was executed, until such time as the Treatment Facility, as it may be expanded by the Treatment Facility Expansion, has reached its full capacity, and the County shall not expand the service area of any treatment plant or pump station if such expansion includes a portion of the Service Area. Notwithstanding the preceding sentence, after obtaining the prior written consent of the Authority and without reducing the Service Area, the County may (i) direct or redirect wastewater flow from pump stations, sanitary sewers, or force mains within the Service Area to be treated at County facilities other than the Treatment Facility and the Treatment Facility Expansion, if such direction or redirection is reasonably necessary to reserve capacity in the Treatment Facility (as expanded by the Treatment Facility Expansion), and (ii) expand the Service Area to include additional properties and direct or redirect wastewater flow from pump stations, sanitary sewers, or force mains outside of the Service Area serving such additional properties to be treated at the Treatment Facility and the Treatment Facility Expansion. In addition, the County shall not reduce the Service Area or the Tartan Fields Service Area or consent to the provision of wastewater treatment services in the Service Area by entities other than the County without the express written consent of the Authority and the Developer. This paragraph shall not bind the County with respect to territory within the Service Area or the Tartan Fields Service Area annexed pursuant to any procedure set forth in Chapter 709 of the Ohio Revised Code in which the County is not vested with the discretion to deny the petition for annexation.

There shall be two methods for properties within the Service Area or the Tartan Fields Service Area to receive and be assessed for the cost of sewer services, with the method to be chosen by the property owner.

The first method shall be for a property to join the District, which is governed by the Authority, and pay the Community Development Charge (as defined in Section XII herein), which Community Development Charge shall be in addition to, and not in lieu of, the normal sewer tap fees and any Surcharge required to be collected pursuant to this Agreement. Amounts received by the Authority under this first method shall be distributed in accordance with Section XII hereof. The Authority and the County agree that the Developer shall have the same rights to approve of the addition of territory to the District as are granted to the Developer under the Declaration and Ohio Revised Code Chapter 349. The Authority and the County agree that no amendments shall be made to the Authority's new community development program without the consent of the Developer. The County shall not authorize the creation of any new community authority within the Service Area or the Tartan Fields Service Area other than the Authority, and if any property owner within the Service Area or the Tartan Fields Service Area petitions to form a new community authority other than the Authority, the County shall require the petition to satisfy the conditions for a petition to amend the territory of the Authority before accepting the petition.

The second method shall be for a property owner to pay to the County, for each single family residential equivalent unit (as determined by the County pursuant to the applicable sewer rate and/or charge resolution then in effect) to be developed and at the time that a Subdivider's Agreement is approved for the site within which such single family residential equivalent unit is to be developed, in addition to, and not in lieu of, the normal sewer tap fees and any Surcharge required to be collected pursuant to this Agreement, the present value of a 2.0 millage charge assuming that such charge were imposed over a thirty-year period against the projected assessed value of such unit (the "Improvement Fee"), which Improvement Fee shall be in addition to, and not in lieu of, the normal sewer tap fees and any Surcharge required to be collected pursuant to this Agreement. For purposes of applying the second method, the present value of the Improvement Fee per single family residential equivalent unit shall be determined in each year according to the following table:

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<u>Year</u>	<u>Improvement Fee</u>
2018	\$7,416.73
2019	\$7,639.23
2020	\$7,868.40
2021	\$8,104.46
2022	\$8,347.59
2023	\$8,598.02
2024	\$8,855.96
2025	\$9,121.64
2026	\$9,395.29

For the year 2027 and each year thereafter, the present value of the Improvement Fee is equal to the present value of the charge for the preceding year multiplied by 1.03. The amount received by the County under this second method shall be used to reimburse the County for costs it incurs in funding the costs of the Improvements and will no longer be collected once all such costs (including interest on all unreimbursed costs at an annual rate of 5.0%, compounding annually) are reimbursed by amounts received by the County under this second method, pursuant to the surcharge described in Section XIII or paid to the County pursuant to Section XII.

Any buildings within the Service Area or the Tartan Fields Service Area already connected to County sanitary sewer, any single-family homes in the Service Area or the Tartan Fields Service Area existing as of the date of the Original Agreement, and any platted lots served by pump stations or treatment plants that existed at the time at which the Original Agreement was executed shall not be obligated to join the District and pay the Community Development Charge or to pay the Improvement Fee. Any single-family homes in the Service Area or the Tartan Fields Service Area existing as of the date of the Original Agreement and not connected to sewer shall pay a sewer tap fee and surcharge, if applicable, pursuant to the County’s sewer tap collection fee policy then in effect as of the date of the tap; provided, that:

- (i) any single-family homes in the Scioto Reserve development that have been added to the Service Area as a result of the Second Amendment shall pay a sewer tap fee and surcharge, if applicable, pursuant to the Amended and Restated Subdivider’s Agreement between the Scioto Reserve subdivider and the County;
- (ii) any single-family homes in the area identified in Authority Resolution No. 2013-05, adopted by the Board of Trustees of the Authority on August 30, 2013 and attached hereto as Exhibit E, shall not be obligated to join the District and pay the Community Development Charge or to pay the Improvement Fee but shall pay (A) a sewer tap fee to the subdivider of the Scioto Reserve development identified in the Amended and Restated Subdivider’s Agreement between the Scioto Reserve subdivider and the County, and (B) a surcharge to the County in the amount of \$1,500; and
- (iii) up to 34 single-family homes in the Tartan Fields Service Area and identified in the Amended and Restated Subdivider’s Agreement by and between NHG Development Group, Ltd., and the County, dated December 28, 2017, shall not be obligated to join the District and pay the Community Development Charge, pay the Improvement Fee, or pay a sewer tap fee to the County.

Notwithstanding anything in this Agreement to the contrary, the County shall fix at \$5,900 all sanitary sewer tap fees applicable within the properties owned or controlled by the Developer or its affiliates identified on the map attached to the Third Amendment – Exhibit E, and such sanitary sewer tap fees shall remain fixed for a period of twelve (12) years from the date of the Third Amendment, whereupon the County may set sanitary sewer tap fees pursuant to the County’s sewer tap collection fee policy then in effect as of the date of the tap.

Section III

Tartan Fields Service Area

Notwithstanding anything to the contrary, the Authority and the County agree that the Authority and the Developer shall have no responsibility to operate or maintain any sewer infrastructure or improvements in the Tartan Fields Service Area, including but not limited to the Tartan Fields wastewater treatment plant or any associated existing service lines, and the Authority and the Developer shall have no liability related to any such infrastructure or improvements. The County shall operate and maintain such improvements and infrastructure in a proper manner.

Section IV

Full Force and Effect of the Agreement

The Authority and the County agree that the Agreement remains in full force and effect, except as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment.

Section V

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Binding Effect; Assignment

The Authority and the County, for themselves, their successors, executors, administrators, and assigns, agree to the full performance of the covenants contained in this Fifth Amendment. The Authority may not assign this Fifth Amendment absent prior written consent of the County.

Section VI

Amendment; Consent

This Fifth Amendment may be amended by written instrument signed by both parties; provided, however, that no amendment shall be effective without the written consent of the Developer so long as the Developer is not in default under any Infrastructure Construction Agreement then in effect.

Section VII

Remaining Provisions

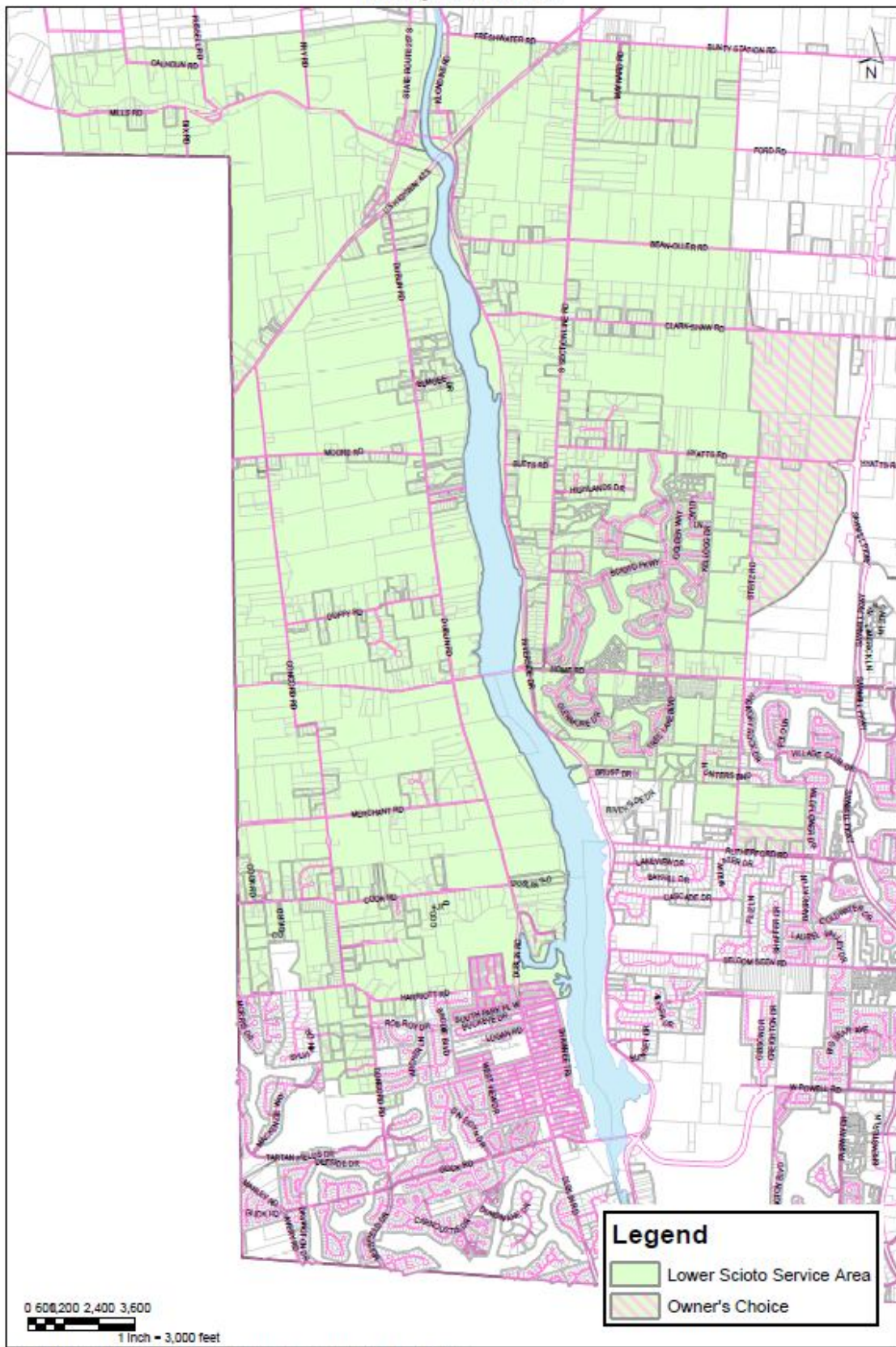
This Fifth Amendment shall be subject to all other provisions of the Agreement, which shall remain in full force and effect, unless specifically amended herein.

The County and the Authority have caused this Fifth Amendment to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**Fifth Amendment – Exhibit A
Service Area Map for
Lower Scioto Water Reclamation
Facility Service Area**

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Fifth Amendment - Exhibit "A"
 Exhibit "C" (Revised)
 Lower Scioto Water Reclamation
 Facility Service Area

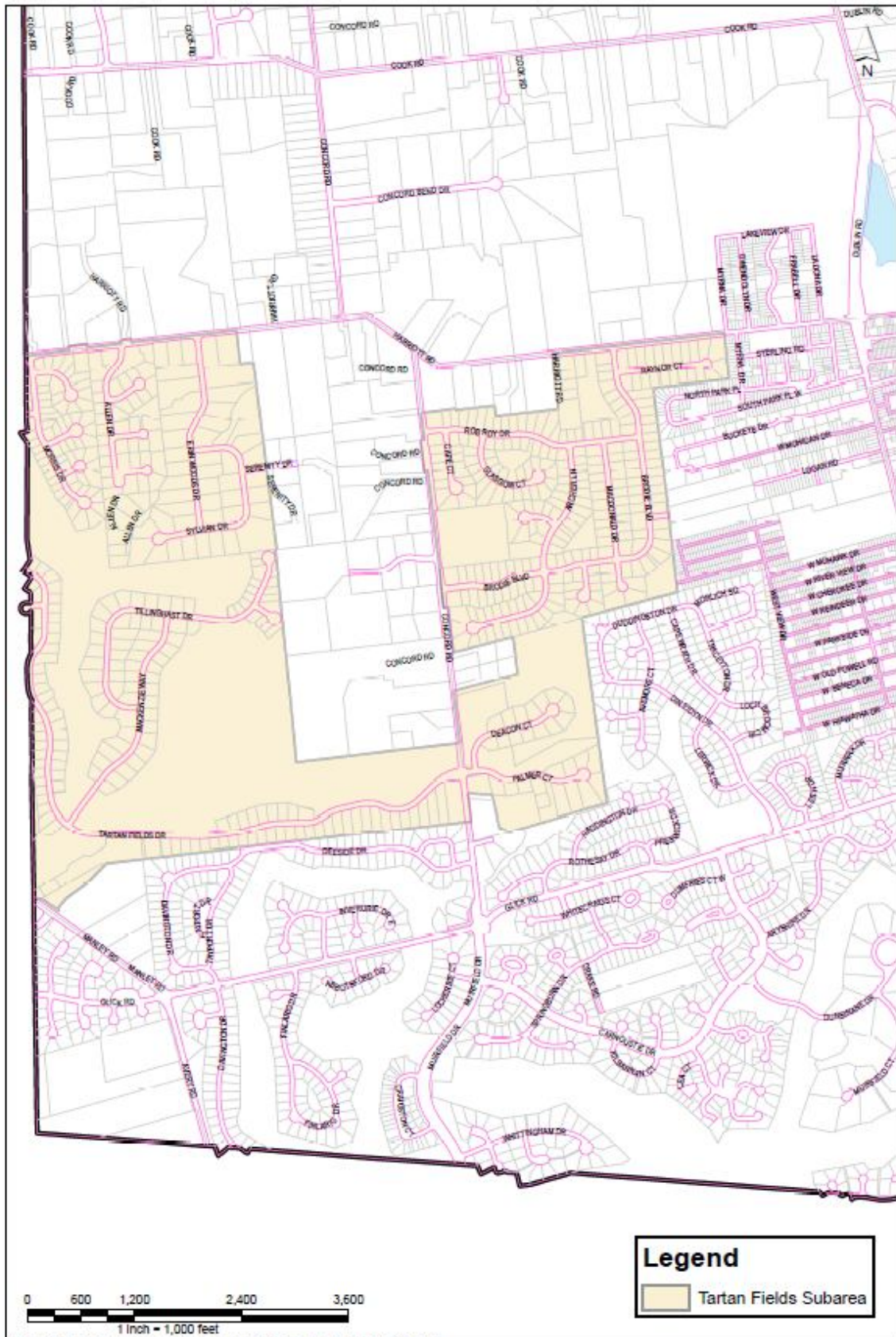


Fifth Amendment – Exhibit B
 Tartan Fields Service Area

The County and the Authority agree to update and replace this Exhibit B as lots are identified in the Tartan Fields Service Area, up to 34, that shall not be obligated to join the District, pay the Community Development Charge, pay the Improvement Fee, or pay a sewer tap fee to the County. The County and the Authority agree to continue to update and replace this Exhibit B until all 34 lots are identified.

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Fifth Amendment - Exhibit "B"



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

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RESOLUTION NO. 18-167

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

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

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WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of compensation of a public employee or public official.

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

RESOLUTION NO. 18-168

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners