

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 8, 2018

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

Present:  
Gary Merrell, President  
Barb Lewis, Vice President  
Jeff Benton, Commissioner

10:00 A.M. Reconvening Of Public Hearing For Consideration Of The Kingston Township #2017-1 Watershed Drainage Improvement Petition

**1**  
RESOLUTION NO. 18-228

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 5, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 5, 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              Aye              Mr. Benton              Aye

**2**  
PUBLIC COMMENT

**3**  
ELECTED OFFICIAL COMMENT

**4**  
RESOLUTION NO. 18-229

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0307:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0307 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>				
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R1802437	GRACEHAVEN INC	RESIDENTIAL CARE	22511607 - 5342	\$ 15,000.00
R1802517	KAMAN FLUID POWER LLC	PACKAGED AC DRIVES - LOWER SCIOTO	66611905 - 5450	\$ 12,880.00
R1802519	GRAYBAR ELECTRIC CO INC	LIGHTING FIXTURES - CARNEGIE BLDG	40111402 - 5228	\$ 8,556.72
R1802520	GRAYBAR ELECTRIC CO INC	LIGHTING FIXTURES - JAIL	40111402 - 5228	\$ 24,714.99
R1802532	MIRACLE METHOD OF COLUMBUS	REPAIR OF BATHROOM SHOWERS	10011105 - 5328	\$ 6,600.00
R1802543	PULSAIR SYSTEM INC	AIR COMPRESSOR FOR PULSAIR SYSTEM - NORTHSTAR	66211912 - 5450	\$ 19,125.00
R1802587	VASU COMMUNICATIONS INC	113 PORTABLE RADIOS AND ACCESSORIES	21411306 - 5260	\$258,979.64

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

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**5**

**RESOLUTION NO. 18-230**

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

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

The Emergency Medical Services department is requesting that Lt. Keith Gordon, Tim Alton, and Kyle Helfer attend an Ohio Health Update in Delaware, Ohio at no cost.

The Emergency Medical Services department is requesting that Lt. Jessica Murray and Seth Riddlebarger attend an Emergency Medical Operations in Anniston, Alabama from May 20-26, 2018 at no cost.

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

**6**

**RESOLUTION NO. 18-231**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR LIBERTY BLUFF SECTIONS 1 & 2:**

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

WHEREAS, on March 8, 2018, a Ditch Maintenance Petition for Liberty Bluff Sections 1 & 2 was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Liberty Bluffs Sections 1 & 2 off of Olentangy River Road in Liberty Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$629,720.63 for the benefit of the lots being created in this subdivision. 68 lots are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$9,260.60 per lot. An annual maintenance fee equal to 2% of this basis (\$185.21) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for Section 1 lots (39) in the amount of \$7,223.19 has been paid to Delaware County, receipt of which is hereby acknowledged.

Future Assessment to be paid at time of platting of Section 2 (29 lots) \$5,371.09

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

**7**

**RESOLUTION NO. 18-232**

**IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND PROVIDER MOHICAN YOUTH ACADEMY:**

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

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

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regulations; and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

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

**Second Amendment  
To  
Contract for the Provision of Child Placement  
and Related Services Between Mohican Youth Academy  
and Delaware County**

This Second Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 8<sup>th</sup> day of March, 2018 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and Mohican Youth Academy (hereinafter "Provider") whose address is 1012 ODNR Mohican 51, Perrysville, Ohio 44864 (hereinafter collectively the "Parties").

**WHEREAS**, the Parties entered into the Contract for the Provision of Child Placement and Related Services on May 31, 2017.

**WHEREAS**, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

**NOW THEREFORE**, the Parties agree as follows:

1. The Agency and Provider agree to amend the Agreement to add the following Provisions:
  - A. The maximum amount payable pursuant to this Contract shall be increased to one hundred six thousand dollars and no cents (\$106,000.00).

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of the Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

**8  
RESOLUTION NO. 18-233**

**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 PROVIDERS AND MOHICAN YOUTH ACADEMY:**

It was moved by Mrs. Lewis, seconded by Mr. Benton 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 addendum;

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

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
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<p><b>Tri- State Youth Authority dba Mohican Youth Academy</b> 1012 Odnr Mohican 51 Perrysville, Ohio 44864</p> <p><b>Amount: \$93,000.00</b></p> <p><b>This Agreement in effect from 04/05/2018-04/04/2019</b></p>	<p>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)</p>
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(A copy of this contract is available in the Commissioners’ Office until no longer of administrative value).

**Mohican Youth Academy**

**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 MOHICAN YOUTH ACADEMY (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 (15<sup>th</sup>) day of each month. The progress report 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.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date of the signature of the parties.

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

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**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
SCHOOLEY CALDWELL ASSOCIATES, INC. FOR ARCHITECTURAL AND ENGINEERING  
SERVICES FOR THE RENOVATION OF THE DELAWARE COUNTY HISTORIC COURTHOUSE:**

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

WHEREAS, the Director of Facilities recommends approval of an agreement with Schooley Caldwell Associates, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Schooley Caldwell Associates, Inc.:

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 8<sup>th</sup> day of March, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Schooley Caldwell Associates, Inc., 300 Marconi Boulevard, Columbus, Ohio 43215 ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide "Services," as further defined in Section 1.3, in connection with the following "Project":  
Delaware County Historic Courthouse Renovation
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
Services listed through conceptual design approval in the Proposal for Historic Courthouse Renovation, dated February 2, 2018 (attached hereto and referred to herein as "Exhibit A")

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities as the "Project Manager" and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.
- 4.2 For all Services described in Exhibit A, except "If Authorized" tasks, the lump sum fee shall be \$60,000.00.
- 4.3 For all Services identified in Exhibit A as "If Authorized" tasks, the tasks shall only be performed upon written Notice from the Project Manager. The total fee for all "If Authorized" tasks shall not exceed \$5,000.00.
- 4.4 Total compensation under this Agreement shall not exceed \$65,000.00 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in Exhibit A.

**5 NOTICES**

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- 5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

Project Manager:

Name: Jon Melvin, Director of Facilities  
 Address: 1405 US Highway 23 North  
 Delaware, OH 43015  
 Telephone: 740 833-2283  
 Email: jmelvin@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Melinda Shah, AIA  
 Address of Firm: 300 Marconi Boulevard  
 City, State, Zip: Columbus, Ohio 43215  
 Telephone: 614 628-0300  
 Email: mshah@schooleycaldwell.com

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Project Manager and on the calculated percentage of work performed to date in accordance with Exhibit A.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS**

- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) from the Project Manager and shall complete the Services no later than July 31, 2018.
- 7.2 Consultant shall not proceed with any “If Authorized” tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not take effect until approved in writing by both Parties.

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**10 OWNERSHIP**

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**13 INSURANCE**

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**14 MISCELLANEOUS TERMS AND CONDITIONS**

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers



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compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.



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

**10**

**RESOLUTION NO. 18-235**

**IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY SHERIFF'S OFFICE, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND CORRECTIONAL HEALTHCARE COMPANIES, INC. FOR INMATE HEALTH CARE SERVICES AT THE DELAWARE COUNTY JAIL:**

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the third amendment to the agreement with Correctional Healthcare Companies, Inc, for inmate health care services for the Delaware County Jail;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the third amendment to the agreement with Correctional Healthcare Companies, Inc, for inmate health care services for the Delaware County Jail:

**THIRD AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT DELAWARE COUNTY, OHIO**

This is the Third Amendment to the Agreement for Inmate Health Care Services at Delaware County, Ohio effective March 1, 2018 through June 30, 2018 (hereinafter "AGREEMENT") between Correctional Healthcare Companies, Inc, (hereinafter "CHC") and Delaware County, Ohio (hereinafter the "COUNTY").

WHEREAS, paragraph 9.0 of the AGREEMENT provides that the AGREEMENT may be renewed one additional three year period;

WHEREAS, the Parties wish to amend paragraph 9.0 of the AGREEMENT to allow for a temporary extension until June 30, 2018; and

WHEREAS, the parties desire to so renew the AGREEMENT and to amend it in accordance in herewith.

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the AGREEMENT shall be renewed for a term beginning March 1, 2018 through June 30, 2018

Except for the provisions amended by this document, all other provisions of the AGREEMENT shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

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

**11**

**RESOLUTION NO. 18-236**

**IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY; THE SHERIFF OF DELAWARE COUNTY AND RECOVERY AND PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. FOR INMATE OUTPATIENT TREATMENT SERVICES AT THE DELAWARE COUNTY JAIL:**

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of the Third Amendment to the Memorandum of Understanding with the Recovery And Prevention Resources Of Delaware And Morrow Counties, Inc. for services at the Delaware County Jail;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Third Amendment to the Memorandum of Understanding with the Recovery And Prevention Resources Of Delaware And Morrow Counties, Inc. for Inmate Outpatient Treatment services at the Delaware County Jail:

**THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING**

Delaware County Jail and Recovery & Prevention Resources

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This is the Third Amendment to the Memorandum of Understanding (hereinafter "MOU") for Inmate Outpatient Treatment Services at the Delaware County Jail effective January 1, 2018 through December 31, 2018 between Recovery & Prevention Resources of Delaware and Morrow Counties, Inc., (hereinafter "RPR") and Delaware County, Ohio (hereinafter the "County").

WHEREAS, section 3.1 of the MOU provides that the MOU may be renewed for three (3) additional one (1) year renewable periods, the third of which would commence on January 1, 2018 through December 31, 2018;

WHEREAS, the parties desire to so renew the MOU and to amend it in accordance in herewith.

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the MOU shall be renewed for an additional term of one (1) year commencing on January 1, 2018 and continuing to December 31, 2018, the MOU shall be amended as follows:

1. Section 3.1 of the MOU shall be deleted in its entirety and the following language shall be inserted in lieu thereof:

3.1 This MOU shall be effective from January 1, 2018 through December 31, 2018 with one (1) additional one (1) year renewable periods as annually approved by both Parties.

Except for the provisions amended by this document, all other provisions of the MOU shall remain in full force and effect and unchanged.

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

**12**

**RESOLUTION NO. 18-237**

**IN THE MATTER OF APPROVING DEVELOPMENT AGREEMENT AMONG THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, EVANS FARM LAND DEVELOPMENT COMPANY, LLC., AND THE EVANS FARM NCA RELATING TO COUNTY PUBLIC INFRASTRUCTURE IMPROVEMENTS:**

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

**DEVELOPMENT AGREEMENT**

**Dated March 8<sup>th</sup>, 2018**

**among**

**Board of County Commissioners of Delaware County, Ohio  
Evans Farm Land Development Company, LLC,  
and the Evans Farm NCA**

**Relating to**

**COUNTY PUBLIC INFRASTRUCTURE IMPROVEMENTS**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made among the Board of County Commissioners (the "Commissioners") of Delaware County, Ohio (the "County"), Evans Farm Land Development Company, LLC (the "Developer") an Ohio limited liability company, and Evans Farm NCA (the "Authority," and together with the Commissioners, the County, and the Developer, the "Parties") a new community authority established pursuant to Chapter 349 of the Ohio Revised Code, and under the following circumstances:

**RECITALS**

A. Evans Farm is a planned community, zoned to be developed as a first class new urbanism styled, walkable, residential development and town centers with commercial, retail, office, parks and open space to serve the surrounding community (the "Development") on approximately 1,159 acres identified on **Exhibit A** attached hereto (the "Site") within the boundaries of the Authority, including approximately 642 acres of residential, approximately 174 acres of commercial, office and retail, and approximately 343 acres of parks, greenspace and ballfields, of which the Developer currently owns approximately 137 acres of the Site and is in contract for the remaining portion of the Site.

B. The County, the Developer and the Authority desire that certain public infrastructure improvements be made adjacent to and around the Site, which, when completed, will benefit regional development within the County, the Authority and the Development, including those public infrastructure improvements identified on **Exhibit B** attached hereto (the "County Public Infrastructure Improvements"), which are anticipated to be required to be acquired, constructed and installed in future years in response to development needs within the County and the need for which, in whole or in part, is a result of the Development.

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C. The projected schedule for the acquisition, construction and installation of the County Public Infrastructure Improvements shall be tied to and determined by (1) annual traffic counts of the traffic from the Development, which annual traffic counts will be conducted by the Developer in cooperation with the County, identifying the numbers of vehicle trips generated by traffic from the Development, which trips will be manually counted each June beginning in June 2019, and the number of trips will trigger the need to acquire, construct and install the County Public Infrastructure Improvements as identified on **Exhibit B** attached hereto (the "Schedule of Completion Triggers of the County Public Infrastructure Improvements"), and (2) when the projected revenues (the "Development's Service Payments") from commercial tax increment financing (the "Commercial TIF") within the Development are actually available to finance at the time identified in C(1) above or reimburse the County or the Authority on an annual basis over time, as provided in an agreed upon tax increment financing schedule updated annually beginning in June of 2019, as identified on **Exhibit C** attached hereto (the "Commercial TIF Revenues and Projections").

D. The County agrees to consider creation of other commercial tax increment financing areas (the "Other Commercial TIFs") on commercial parcels within the "study area" identified in the approved Traffic Impact Study for Evans Farm prepared by American Structurepoint on behalf of the Developer, dated August 18, 2016, completed for the Development (the "Other Development Impact Area") and to consider contributing revenues from the Other Commercial TIFs (the "Other Development's Service Payments," and, to the extent contributed, together with the Development's Service Payments, the "Service Payments") as an additional source of revenue to pay for the Costs of the County Public Infrastructure Improvements.

E. The County, the Authority and the Developer agree that the Costs (as defined hereinbelow) of the County Public Infrastructure Improvements identified as Developer and County projects, as identified on **Exhibit B** attached hereto, shall be financed, paid or reimbursed from the Service Payments and one mill of the Authority's ten mill community development charge (the "Charge"). The County, the Authority and the Developer agree that, subject to Paragraph F below, the Authority will be reimbursed for any use of the Charge to finance, pay or reimburse Costs of the County Public Infrastructure Improvements identified as Developer and County projects, as identified on **Exhibit B** attached hereto, from any excess Service Payments, but such reimbursement to the Authority will only occur for those amounts of the Charge used for County Public Infrastructure Improvements that are identified as both Developer and County projects as identified on **Exhibit B** attached hereto and shall not exceed, unless agreed to in writing by the County, the total amount of Eighteen Million Three Hundred Forty-Nine Thousand Eight Hundred Eight Dollars (\$18,349,808).

F. The County, the Authority and the Developer agree that reimbursement to the Authority for the Charge shall only occur once the County Public Infrastructure Improvements that are identified as both Developer and County projects, as identified on **Exhibit B** attached hereto, have been financed, paid or reimbursed and there exist excess Service Payments, whereupon the excess Service Payments will be used as follows: (1) fifty percent (50%) shall be used to reimburse the Authority for the Charge; and (2) fifty percent (50%) shall be used to finance, pay or reimburse Costs of the other County Public Infrastructure Improvements identified on **Exhibit D** attached hereto or any other public improvements benefiting the TIF district as determined in the County's sole discretion (collectively, the "Other County Public Infrastructure Improvements").

G. The County agrees to approve the Commercial TIF, subject to approval of the School Districts, as defined herein, pursuant to Ohio Revised Code Section 5709.78 to facilitate the development and financing of the County Public Infrastructure Improvements.

H. The County has approved the creation of the Authority to facilitate the development and financing of the Authority's public infrastructure improvements within and on the Site (the "Authority's On-Site Public Infrastructure Improvements"). Additionally, the Authority, as requested by the County, agrees to issue obligations of the Authority, including but not limited to bonds or notes (the "Bonds"), supported by the Service Payments from the Commercial TIF, one mill of the Charge, and from any other funds of the County, as the County determines, if any, to finance the acquisition, construction and installation of the County Public Infrastructure Improvements all as further described hereinbelow.

I. The County and the Authority agree that the acquisition, construction and installation of the County Public Infrastructure Improvements will confer substantial benefits, including additional residential units, commercial and retail development, jobs and revenue, upon the County and the Authority and their constituents, while encouraging significant development within the County and the Authority and in the Other Development Impact Area.

J. If the County requests the Authority to acquire, construct and install the County Public Infrastructure Improvements and finance such improvements, as provided herein, the Authority, acting through the Developer as its agent, will construct or cause to be constructed such County Public Infrastructure Improvements and Other County Public Infrastructure Improvements, if any, that benefit the Development.

K. The County, the Authority and the Developer agree that the acceptance of this Agreement includes the acceptance and support of the Evans Farm new urbanism community presented in the Evans Farm Development Plans and Development Texts approved by the Board of Trustee of Orange Township, Ohio, the Orange Township Zoning Commission, the Board of Trustees of Berlin Township, Ohio, the Berlin Township Zoning Commission, and the Delaware County Regional Planning Commission, which includes the acceptance and support of the various urban-oriented land uses, and street and development standards approved by these jurisdictions and commissions.

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L. The Parties to this Agreement are authorized to enter into this Agreement pursuant to the authority in Sections 9.482, 349.06(I), and 349.06(S) of the Ohio Revised Code.

M. The Board of Trustees of the Authority passed Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2018, authorizing the Chairperson or Vice-Chairperson of the Authority to enter into this Agreement on the Authority's behalf.

N. The Commissioners passed Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2018, authorizing the County to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Funding and Construction of County Public Infrastructure Improvements**

The County Public Infrastructure Improvements identified as Developer and County improvements on **Exhibit B** shall be financed and constructed by the County, but the County may, as directed by the Commissioners, request the Authority to issue Bonds for the Costs of the acquisition, construction and installation of the County Public Infrastructure Improvements, and the Authority shall issue the Bonds upon request. If the County requests the Authority to issue Bonds, the County will assign the Service Payments to the Authority, so that the Bonds will be secured by the Service Payments and such Service Payments will be used to pay the principal and interest on the Bonds. The County or the Authority shall be entitled to reimbursement for their respective costs of acquisition, construction, management costs, costs associated with the engineering, design, acquisition costs for rights-of-way, easements or the acquisition of other property rights, permitting, bond financing reserves and such other related costs and financing costs, as that term is defined in Ohio Revised Code Section 133.01, together with interest thereon for the County Public Infrastructure Improvements, with the estimate of those costs as shown on **Exhibit B**, (the "Costs"), which Costs will be updated annually for more specific estimates, from the following sources:

- 1.1 Commercial TIF. The Commissioners agree to authorize the Commercial TIF as (a) an exemption from real property taxation of 75% of the improvements (as defined in Revised Code Section 5709.78(A)) attributable to the commercial portions of the Development and, if approved, the Other Development Impact Area for a period of not less than twenty (20) years and up to thirty (30) years per parcel exempted and require the owners of the properties so exempted to make annual Service Payments to the County in lieu of taxes in an amount equal to the real property taxes that would have otherwise been paid but for the Commercial TIF. The County will enter into compensation agreements with the Olentangy Local School District, Delaware and Franklin Counties, Ohio (the "Olentangy School District") and the Delaware Area Career Center (the "Career Center," and together with the Olentangy School District, the "School Districts"). The County will approve special assessments, to the extent feasible and consistent with existing laws and regulations, on parcels identified by the Developer, if any, to help secure the issuance of TIF bonds or notes.
- 1.2 Contribution by the County and the Authority. If the County has requested the Authority to issue Bonds to pay the Costs of the County's Public Infrastructure Improvements, identified as Developer and County projects, as identified on **Exhibit B**, said annual Service Payments shall be contributed by the County to the Authority and shall be utilized exclusively (i) to reimburse the Authority for its Costs incurred in connection with the financing of the County Public Infrastructure Improvements identified as Developer and County projects, as identified on **Exhibit B**, and (ii) to pay the principal and interest on the Bonds of the Authority issued to pay the Costs of the County Public Infrastructure Improvements identified as Developer and County projects, as identified on **Exhibit B**. In addition to the Service Payments, the Commissioners may determine to use other sources of revenue of the County to support the payment of the principal and interest on the Bonds, including but not limited to the use of County "non-tax" revenues to replenish a reserve fund to support the issuance of the Bonds, and the Authority agrees to pledge one mill of the Charge to support the Bonds.
- 1.3 Reimbursement of the Authority and Use of Excess Service Payments. The County, the Authority and the Developer agree that the Authority will be reimbursed for any use of the Authority's Charge to finance, pay or reimburse Costs of the County Public Infrastructure Improvements from any excess Service Payments, but such reimbursement to the Authority will occur (1) only for those amounts of the Charge used for County Public Infrastructure Improvements that are identified as joint Developer and County projects as identified on **Exhibit B** attached hereto, and (2) only once the County Public Infrastructure Improvements that are identified as joint Developer and County projects, as identified on **Exhibit B** attached hereto, have been financed, paid or reimbursed. Any excess Service Payments will be used as follows: (1) fifty percent (50%) shall be used to reimburse the Authority for the Charge; and (2) fifty percent (50%) shall be used to finance, pay or reimburse Costs of the Other County Public Infrastructure Improvements. The reimbursement to the Authority for the use of the Charge shall not exceed, unless agreed to in writing by the County, the total amount of Eighteen Million Three Hundred Forty-Nine Thousand Eight Hundred Eight Dollars (\$18,349,808), whereupon one hundred percent (100%) of any remaining Service Payments shall be used to finance, pay, or reimburse Costs of the Other County Public Infrastructure Improvements.

**2. Developer Obligations**

The Developer shall cooperate with the County and the Authority to facilitate the acquisition, construction and installation of the County Public Infrastructure Improvements; provided, however, that the Commercial TIF has

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been approved by the County.

Except as may be required by a separate agreement between the County and the Developer, the Developer shall not be required to post any surety, letter of credit or bond or otherwise pay for any such instruments for any County Public Infrastructure Improvements, Other County Public Infrastructure Improvements, Authority's On-Site Public Infrastructure Improvements, or any other public infrastructure improvements located on or off of the Site.

The Developer shall acquire, install and construct or cause to be constructed the County Public Infrastructure Improvements identified as Developer projects, as identified on **Exhibit B** attached hereto, at its sole cost and expense, and the Developer will seek payment of, or reimbursement of, or financing of (through Bonds issued by the Authority) such Costs, from the Charge collected by the Authority. When the Developer seeks such aforementioned financing, payment or reimbursement then the amounts paid or advanced by the Developer will be financed and/or reimbursed by the Authority, with interest at market rates, to the Developer from the Charge as a reimbursement or payment of the Costs of the County Public Infrastructure Improvements identified as Developer projects, as identified on **Exhibit B** attached hereto. Amounts paid or advanced by the Developer will be reimbursed with the proceeds of the Authority's Bonds.

The Developer shall, as agent of the Authority, acquire, install and construct or cause to be constructed the Authority's On-Site Public Infrastructure Improvements and the Developer will seek payment of, or reimbursement of, or financing of (through Bonds issued by the Authority), the Costs of the Authority's On-Site Public Infrastructure Improvements from the Charge collected by the Authority. Amounts paid or advanced by the Developer will be reimbursed by the Authority to the Developer from the Charge as a reimbursement of the Costs of the Authority's On-Site Public Infrastructure Improvements. Amounts paid or advanced by the Developer may also be reimbursed with the proceeds of the Authority's Bonds.

### **3. County Obligation to Cooperate**

- 3.1 The County shall cooperate with the Authority and the Developer, to the extent feasible and consistent with existing laws and regulations, to facilitate the acquisition, construction and installation of the County Public Infrastructure Improvements. The County agrees to cooperate with the Authority and the Developer, to the extent feasible and consistent with existing laws and regulations, to provide necessary approvals as soon as may be reasonably practicable and to promptly consider the requests of the Authority and the Developer in connection with the Development and the Authority's On-Site Public Infrastructure Improvements. In addition, the County agrees to cooperate with the Authority and the Developer to the extent necessary (including, but not limited to signing an exemption certificate) to ensure that the materials incorporated into County Public Infrastructure Improvements, Other County Public Infrastructure Improvements and the Authority's On-Site Public Infrastructure Improvements are exempt from Ohio sales taxes. The County will also consider supporting capital lease sales tax exemption projects through the Delaware County Finance Authority on commercial projects within the Development.
- 3.2. The County will use reasonable efforts, to the extent not prohibited by then-existing law, to secure funding, including, but not limited to, through obtaining revenue from the Other Commercial TIFs and special assessments from other development projects in the vicinity of the Development, including but not limited to the Other Development Impact Area, to mitigate the traffic impacts and other impacts of those other development projects within the Other Development Impact Area.

### **4. Authority Obligation to Cooperate**

The Authority shall cooperate with the County and the Developer to facilitate the acquisition, construction and installation of the County Public Infrastructure Improvements. The Authority shall cooperate with the County and the Developer to facilitate the acquisition, construction and installation of the County Public Infrastructure Improvements; provided, however, that the Commercial TIF has been approved by the County.

The Authority shall, through the Developer as its agent, acquire, install and construct or cause to be constructed the Authority's On-Site Public Infrastructure Improvements and the Authority shall provide payment to the Developer for the (1) Costs of the Authority's On-Site Public Infrastructure Improvements, (2) the Costs of the County Public Infrastructure Improvements identified as Developer Improvements, as identified on **Exhibit B** attached hereto, and (3) the Costs of the Other County Public Infrastructure Improvements, as identified on **Exhibit D** attached hereto, for such amounts as the Authority may finance through issuance of Bonds or reimburse from revenues of the Charge. Amounts paid or advanced by the Developer will be reimbursed by the Authority from the Charge as a reimbursement of the Costs of the Authority's On-Site Public Infrastructure Improvements. Amounts paid or advanced by the Developer may be reimbursed with the proceeds of the Authority's Bonds. The Authority and the Developer may enter into additional agreements, if necessary, associated with any Bonds issued by the Authority associated with the On-Site Public Infrastructure Improvements.

The Developer shall provide any necessary information as to the On-Site Public Infrastructure Improvements and representations as to the accuracy of that information, as the Authority may reasonably require in the Authority's efforts to market and sell the Bonds associated with the On-Site Public Infrastructure Improvements, including, but not limited to, providing descriptions of the On-Site Public Infrastructure Improvements, the Development, Site and the Developer for inclusion in any preliminary and final official statements or other disclosure documents and participating in discussions with and providing information to any rating agencies from which a rating on any Authority Bonds is

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requested. Notwithstanding the foregoing, the Authority and the Developer hereby agree that if the Authority and the Developer agree to have Bonds issued to finance the Costs of the On-Site Public Infrastructure Improvements by a governmental entity other than the Authority, nothing herein shall prohibit such debt from being issued by a governmental entity other than the Authority.

The Authority will support capital lease sales tax exemption projects on commercial projects within the Development.

**6. Termination**

In the event the Developer provides written notice to the County and the Authority of its intent not to proceed with the Development, the County may, in its discretion, terminate or suspend the application of this Agreement pending the resolution of any issues. This Agreement shall otherwise only be terminable by the Parties for cause upon written notice of a breach of this Agreement that remains uncured for thirty (30) days after written notice thereof, unless the Parties otherwise agree in writing to extend such period or agree in writing to a resolution of such breach.

**7. General Provisions**

7.1 Entire Agreement. This Agreement constitutes the entire and integrated agreement between the Parties insofar as it relates to the funding of the County Public Infrastructure Improvements. Any change to the provisions of this Agreement shall be made by written amendment executed by all of the Parties.

7.2 Notices. All notices to be given under this Agreement shall be in writing and mailed by certified mail to:

IF TO THE COUNTY:

Delaware County  
101 N. Sandusky Street,  
Delaware, Ohio 43015  
Attention: Administrator

IF TO THE DEVELOPER:

Evans Farm Land Development Company, LLC  
1550 Lewis Center Road, Suite B  
Lewis Center, Ohio  
Attention: Daniel W. Griffin, Manager

WITH A COPY TO:

Frost Brown Todd LLC  
10 West Broad Street, Suite 2300  
Columbus, Ohio 43215  
Attention: Emmett M. Kelly

IF TO THE AUTHORITY:

Evans Farm NCA  
1550 Lewis Center Road, Suite B  
Lewis Center, Ohio  
Attention: J. Anthony Eyerman, Chair

WITH A COPY TO:

Delaware County  
101 N. Sandusky Street,  
Delaware, Ohio 43015  
Attention: Administrator

7.3 Governing Law. This Agreement will be construed and interpreted and the rights of the Parties determined under the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Delaware County, Ohio, and Authority, County and Developer hereby irrevocably consent to such jurisdiction.

7.4 Authorization. Any person executing this Agreement in a representative capacity warrants that he or she has been duly authorized by his or her party to execute this Agreement on such party's behalf.

7.5 Enforceability. Each obligation of the County or Authority required to be undertaken pursuant to this Agreement is binding upon the County or Authority and upon each officer or employee thereof as may have from time to time the authority under law to take any action on behalf of the County or Authority which may be necessary to perform all or any part of that obligation, as a duty of the County or Authority and of each of those officers and employees resulting from an office, trust, or station within the meaning of Section 2731.01, Ohio Revised Code, providing for enforcement by writ of mandamus.

7.6 Counterparts.  
This Agreement may be executed in any number of counterparts, each of which shall be regarded as an

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original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date written below.

**Delaware County, Ohio**

By: \_\_\_\_\_  
Gary Merrell, President of the Board of County Commissioners  
Pursuant to Resolution No. 11-137 and  
Resolution No. 18- \_\_\_\_\_

Date: \_\_\_\_\_

**Evans Farm NCA**

By: \_\_\_\_\_  
J. Anthony Eyerman, Chair

By: \_\_\_\_\_  
Robert Riley, Vice-Chair

Date: \_\_\_\_\_

**Evans Farm Land Development Company, LLC  
an Ohio limited liability company**

By: \_\_\_\_\_  
Daniel W. Griffin, Manager

Date: \_\_\_\_\_

**FISCAL OFFICER’S CERTIFICATE-COUNTY**

The undersigned Fiscal Officer of the County of Delaware Ohio, under the foregoing Agreement hereby certifies that the moneys required to meet the obligations of the County during the year 2018 under that Agreement have been lawfully appropriated by the Board of Commissioners for such purposes and are in the Treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

**Dated:** \_\_\_\_\_  
**Auditor**  
**County of Delaware, Ohio**

**FISCAL OFFICER’S CERTIFICATE - AUTHORITY**

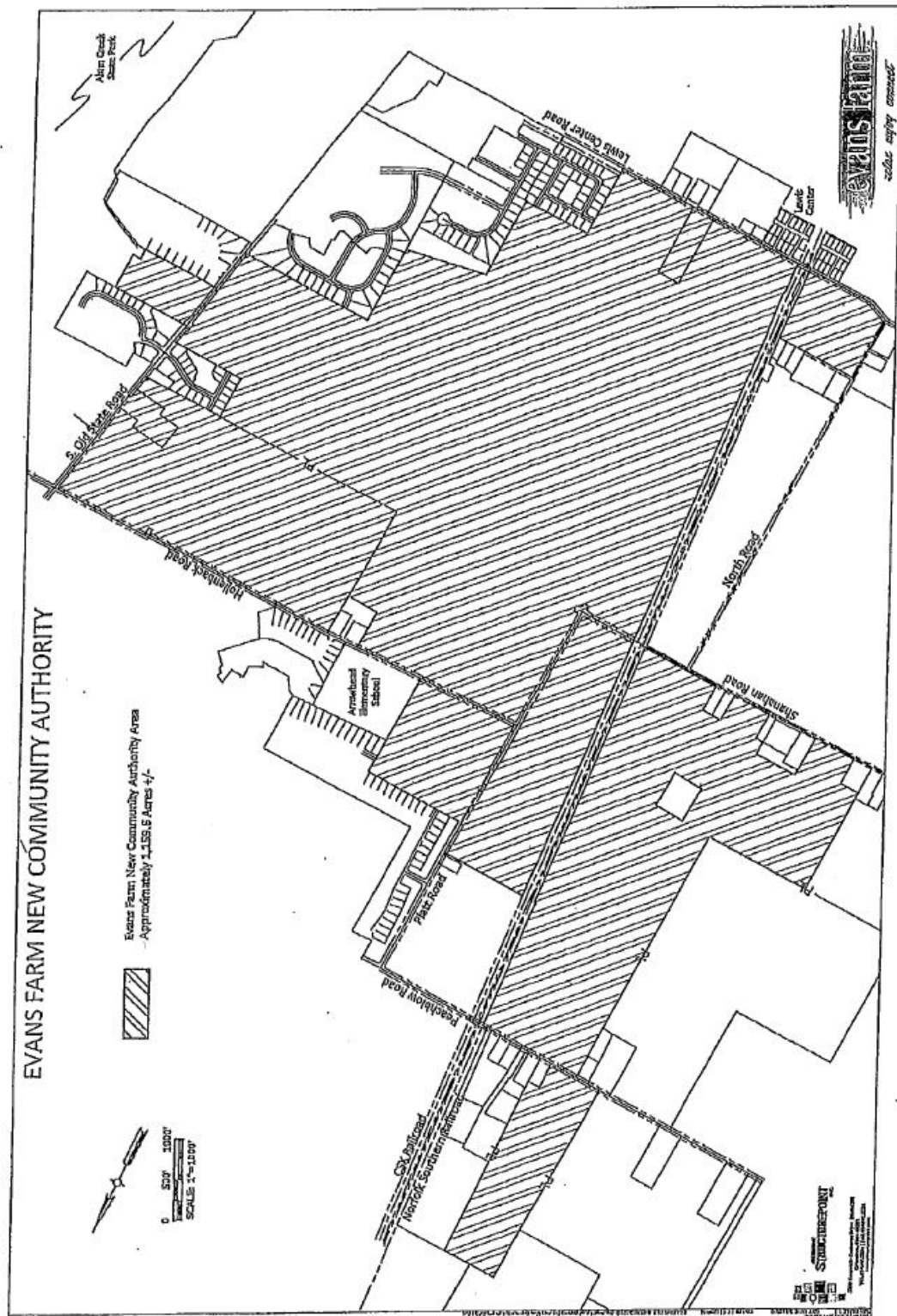
The undersigned Fiscal Officer of Evans Farm NCA, Delaware County, Ohio, under the foregoing Agreement hereby certifies that the moneys required to meet the obligations of the Authority during the year 2018 under that Agreement have been lawfully appropriated by the Board of Trustees for such purposes and are in the Treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

**Dated:** \_\_\_\_\_  
**Treasurer**  
**Evans Farm NCA**  
**Delaware County, Ohio**

**EXHIBIT A**  
**SITE**



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**EXHIBIT B**

**COUNTY PUBLIC INFRASTRUCTURE IMPROVEMENTS  
(PROJECT)**

and

**COSTS  
(PROJECT COSTS 2018 DOLLARS)**

and

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SCHEDULE OF COMPLETION TRIGGERS OF THE COUNTY PUBLIC INFRASTRUCTURE  
IMPROVEMENTS  
(TRIGGER)

Exhibit B  
Required Off-Site Traffic Impact Mitigation Projects<sup>1</sup>

TIS Reference <sup>2</sup>	Title	General Description of Work	2018 Estimated Total Project Cost	Estimated Construction Year <sup>3</sup>	Escalated Cost	Requirement for Developer to Construct or Contribute Funds <sup>4,5</sup>	Developer Share	Estimated Developer Cost (2018 Dollars)	Estimated Developer Cost Escalated to Estimated Year Paid	County Share	Estimated County Cost (Escalated)
Pg. 12 #12, Pg. 18 #11	Lewis Center Road Widening, Part 1	Widen to 3 lanes along frontage of Section 1 and add turn lanes and traffic signal at Evans Farm Drive.	\$1,000,000.00	2018	\$1,000,000.00	Build with Section 1	100% Construct and pay 100% of actual costs.	\$1,000,000	\$1,000,000	None	\$0
Pg. 13 #27	Lewis Center Road RIRO East	Construct right in, right out intersection on Lewis Center Road, east of Evans Farm Drive	\$150,000.00	2018	\$150,000.00	Build with any commercial development east of Evans Farm Drive	100% Construct and pay 100% of actual costs.	\$150,000	\$150,000	None	\$0
Pg. 18 #13	South Old State at Street B	Construct Street B and add northbound and southbound left turn lanes at proposed intersection with South Old State Road.	\$750,000.00	2021	\$818,548	When Road B connects to Old State and total Development daily trips exceed 16,500	100% Construct and pay 100% of actual costs.	\$750,000	\$819,245	None	\$0
Pg. 21	South Old State, Part 1 (South of Lewis Center Rd)	Widen to 5 lanes south from Lewis Center Road to Orange Road	\$5,600,000.00	2024	\$11,462,907	Total Development daily trips exceed 22,000	33 1/3% Contribute \$3,200,000 + 3% per year. County to construct.	\$3,200,000	\$3,820,954	Balance of project cost	\$7,641,959
Pg. 18 #4,11,12, Pg. 21	Lewis Center Road Widening, Part 2	Widen to 5 lanes from Home Rd roundabout east to Old State Road. Widen to 3 lanes west of Home Road roundabout to CSX/NFS and add 1 slip lane to Home Road Extension between Lewis Center Road and CSX/NFS railroad bridge.	\$9,600,000.00	2027	\$12,525,823	Total Development daily trips exceed 29,700	66 2/3% Contribute \$6,400,000 + 3% per year. County to construct.	\$6,400,000	\$8,350,548	Balance of project cost	\$4,175,274
Pg. 19 #24, Pg. 21	South Old State Road, Part 2 (North of Lewis Center Rd)	Widen to 5 lanes from Lewis Center Road to Hollenback Road, add traffic signal at Manners Cove	\$5,900,000.00	2030	\$14,115,033	Total Development daily trips exceed 20,700	33 1/3% Contribute \$3,300,000 + 3% per year. County to construct.	\$3,300,000	\$4,705,010	Balance of project cost	\$9,410,022
Pg. 18 #9, Pg. 21	Shannah Road Widening; US23 and Shannah Road;	Widen Shannah Road to 3 lanes from US 23 to Platt Road, add traffic signal at North Road	\$3,100,000.00	2030	\$4,419,859	Total Development daily trips exceed 29,700	33 1/3% Contribute \$900,000 + 3% per year. County to construct.	\$1,033,333	\$1,473,296	Balance of project cost	\$2,946,573
Pg. 18 #2,3,6	US 23 & Glenn Pkwy, S. Old State & Peachblow	Improve intersections of US 23/Shannah, US 23/Glenn Pkwy, South Old State/Peachblow as noted in TIS	\$900,000.00	2033	\$1,246,374	Total Development daily trips exceed 33,000 and Development north of Hollenback or Shannah Road	100% Construct and pay 100% of actual costs.	\$900,000	\$1,246,374	None	\$0
Pg. 18 #5, Pg. 19 #15,24,23	Hollenback Rd Widening	Widen Hollenback Road to 3 lanes between Platt Road and Old State Road, and add turn lanes and traffic signal at Old State	\$1,800,000.00	2033	\$2,804,341	Development during and accessing Hollenback Road	100% Construct and pay 100% of actual costs.	\$1,800,000	\$2,804,341	None	\$0
			<b>\$36,700,000.00</b>		<b>\$48,543,877</b>			<b>\$16,433,333</b>	<b>\$24,370,869</b>		<b>\$24,173,808</b>

- Notes:**
- This list includes traffic mitigation projects that are not wholly contained within the platted territory and/or are located on existing roads. The list shall be amended with any future amendments to the Evans Farm Traffic Impact Study (TIS) dated July 20, 2016, incorporated by reference.
  - Page and intersection # shown in TIS.
  - Estimated construction year is provided for estimating cost escalation only and shall not affect the required contribution amount or requirement to construct improvements.
  - Cost escalation for cash contribution shall be based on an annually compounded rate of 3% for the number of years elapsed between 2018 and the year the deposit is made with the County.
  - Number of peak hour trips (T) shall be as calculated using ITE Trip Generation Manual methodology. Estimates are based on planned buildout schedule using the following formulas for the number of building units (X):

ITE Land Use Code	Description	AM Peak		PM Peak		Daily		Exit	Entry	Rate	Exit	Entry	Rate	Exit	Entry	
		Rate	Exit	Rate	Exit	Rate	Exit									Rate
450	Warehousing	$\ln(T)=0.55*\ln(X)+1.88$	0.78	0.22	$\ln(T)=0.64*\ln(X)+1.14$	0.27	0.73	$\ln(T)=0.66*\ln(X)+2.24$	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
210	Single-Family Detached Housing	$0.7(X)+9.74$	0.25	0.75	$\ln(T)=0.9*\ln(X)+0.51$	0.63	0.37	$\ln(T)=0.92*\ln(X)+2.72$	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
230	Residential Condominium/Townhouse	$\ln(T)=0.8*\ln(X)+0.26$	0.17	0.83	$\ln(T)=0.82*\ln(X)+0.32$	0.68	0.32	$\ln(T)=0.87*\ln(X)+2.46$	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
231	Low-Rise Residential Condominium	$\ln(T)=0.9*\ln(X)+0.07$	0.19	0.81	$\ln(T)=0.9*\ln(X)+0.07$	0.59	0.41	$\ln(T)=0.9*\ln(X)+0.07$	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
412	County Park	0.02(X)	0.61	0.39	0.09(X)	0.61	0.39	2.28(X)	0.61	0.39	2.28(X)	0.61	0.39	2.28(X)	0.61	0.39
495	Recreational Community Center	2.05(X)	0.66	0.34	2.74(X)	0.49	0.51	33.82(X)	0.50	0.50	33.82(X)	0.50	0.50	33.82(X)	0.50	0.50
520	Elementary School	5.2(X)	0.56	0.44	1.21(X)	0.45	0.55	15.43(X)	0.50	0.50	15.43(X)	0.50	0.50	15.43(X)	0.50	0.50
530	High School	3.06(X)	0.71	0.29	0.97(X)	0.53	0.47	12.89(X)	0.50	0.50	12.89(X)	0.50	0.50	12.89(X)	0.50	0.50
560	Church	0.56(X)	0.64	0.36	0.55(X)	0.45	0.55	9.11(X)	0.50	0.50	9.11(X)	0.50	0.50	9.11(X)	0.50	0.50
710	General Office Building	$\ln(T)=0.8*\ln(X)+1.57$	0.88	0.12	$\ln(T)=1.12*\ln(X)+78.45$	0.17	0.83	$\ln(T)=0.76*\ln(X)+3.68$	0.50	0.50	$\ln(T)=0.76*\ln(X)+3.68$	0.50	0.50	$\ln(T)=0.76*\ln(X)+3.68$	0.50	0.50
820	Shopping Center	$\ln(T)=0.61*\ln(X)+2.24$	0.63	0.37	$\ln(T)=0.67*\ln(X)+3.31$	0.48	0.52	$\ln(T)=0.65*\ln(X)+5.83$	0.50	0.50	$\ln(T)=0.65*\ln(X)+5.83$	0.50	0.50	$\ln(T)=0.65*\ln(X)+5.83$	0.50	0.50
850	Supermarket	3.4(X)	0.62	0.38	$\ln(T)=0.74*\ln(X)+3.25$	0.51	0.49	66.95(X)+1391.26	0.50	0.50	66.95(X)+1391.26	0.50	0.50	66.95(X)+1391.26	0.50	0.50
931	Quality Restaurant	0.81(X)	0.75	0.25	7.49(X)	0.68	0.32	89.95(X)	0.50	0.50	89.95(X)	0.50	0.50	89.95(X)	0.50	0.50
932	High-Turnover	10.81(X)	0.56	0.44	9.85(X)	0.59	0.41	127.15(X)	0.50	0.50	127.15(X)	0.50	0.50	127.15(X)	0.50	0.50
934	Fast-Food w/Drive-Thru	45.42(X)	0.51	0.49	32.65(X)	0.52	0.48	496.12(X)	0.50	0.50	496.12(X)	0.50	0.50	496.12(X)	0.50	0.50

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*Evans Farm Project*

*30-Year Rolling Commercial 75% TIF*

*Exhibit C - TIF Revenue Projections*

Assessment Year	Year Taxes Due	Orange Township Commercial TIF Revenue	Berlin Township Commercial TIF Revenue	Total Commercial TIF Revenue
2019	2020	297,580	0	297,580
2020	2021	727,411	0	727,411
2021	2022	868,906	0	868,906
2022	2023	1,195,650	0	1,195,650
2023	2024	1,588,034	0	1,588,034
2024	2025	1,924,654	0	1,924,654
2025	2026	2,316,383	0	2,316,383
2026	2027	2,790,203	0	2,790,203
2027	2028	2,944,920	50,184	2,995,105
2028	2029	2,944,920	228,464	3,173,384
2029	2030	2,944,920	435,268	3,380,188
2030	2031	2,944,920	618,936	3,563,856
2031	2032	2,944,920	672,200	3,617,120
2032	2033	2,944,920	861,419	3,806,339
2033	2034	2,944,920	1,053,477	3,998,397
2034	2035	2,944,920	1,377,925	4,322,845
2035	2036	2,944,920	1,688,852	4,633,772
2036	2037	2,944,920	1,832,302	4,777,222
2037	2038	2,944,920	1,977,904	4,922,825
2038	2039	2,944,920	2,125,690	5,070,611
2039	2040	2,944,920	2,365,695	5,310,615
2040	2041	2,944,920	2,609,300	5,554,220
2041	2042	2,944,920	2,609,300	5,554,220
2042	2043	2,944,920	2,609,300	5,554,220
2043	2044	2,944,920	2,609,300	5,554,220
2044	2045	2,944,920	2,609,300	5,554,220
2045	2046	2,944,920	2,609,300	5,554,220
2046	2047	2,944,920	2,609,300	5,554,220
2047	2048	2,944,920	2,609,300	5,554,220
2048	2049	2,944,920	2,609,300	5,554,220
2049	2050	2,647,341	2,609,300	5,256,641
2050	2051	2,217,510	2,609,300	4,826,810
2051	2052	2,076,014	2,609,300	4,685,314
2052	2053	1,749,270	2,609,300	4,358,570
2053	2054	1,356,886	2,609,300	3,966,186
2054	2055	1,020,266	2,609,300	3,629,566
2055	2056	628,538	2,609,300	3,237,838
2056	2057	154,718	2,609,300	2,764,017
2057	2058	0	2,559,116	2,559,116
2058	2059	0	2,380,836	2,380,836
2059	2060	0	2,174,032	2,174,032
2060	2061	0	1,990,364	1,990,364
2061	2062	0	1,937,100	1,937,100
2062	2063	0	1,747,881	1,747,881
2063	2064	0	1,555,823	1,555,823
2064	2065	0	1,231,375	1,231,375
2065	2066	0	920,448	920,448
2066	2067	0	776,998	776,998
2067	2068	0	631,396	631,396
2068	2069	0	483,610	483,610
2069	2070	0	243,605	243,605
<b>Total</b>		<b>\$88,347,609</b>	<b>\$78,278,998</b>	<b>\$166,626,607</b>



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**EXHIBIT D  
OTHER COUNTY PUBLIC INFRASTRUCTURE IMPROVEMENTS**

- Big Walnut/ I-71 Interchange
- Peachblow Pump Station, Gravity Sewer and Forcemain Improvements
- Lower Alum Creek Pump Station and Forcemain Improvements
- Shanahan Road vehicular bridge over the CSX/ NS RR corridor Orange Road grade separation/ bridge at the CSX/ NS RR
- Cheshire Road railroad grade separation
- Other County and Township transportation and sewer public improvements benefiting the TIF district as determined in the Delaware County Board of Commissioners’ sole discretion, including, but not limited to, the following:
  - Improvements to Lackey Old State Road, South Old State Road, Cheshire Road, Peachblow Road, Piatt Road, North Road, Lewis Center Road, and Africa Road (other than those improvements identified in the Evans Farm TIS); and
  - County and Township Bridge and Culvert Projects in Berlin and Orange Townships

This Exhibit D contains projects that the County may, but is not required to, elect to fund with the excess TIF Service Payments assigned to the County. However, inclusion of a project in this Exhibit D neither obligates the County to construct or finance the project, nor evidence the County’s intent to direct TIF funds or any other funds to these projects. Furthermore, this list is not all inclusive, and the County reserves the right to determine, in its sole discretion, to use the TIF funds for other projects not listed herein that benefit the TIF district.

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

**14**

**ADMINISTRATOR REPORTS**

No administrators present at today’s meeting.

**15**

**COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Lewis

- Attended the Developmental Disabilities Lifetime of Giving Awards along with fellow Commissioners
- Attended the NaCO Legislative meeting in Washington, D.C.

Commissioner Benton

- Commissioner Merrell gave the closing remarks at the Developmental Disabilities Lifetime of Giving Awards and did a great job.
- There are some interesting Legislative initiatives that are taking shape. Some of the Western Ohio Commissioners are looking into not having their Board of Elections and Indigent Defense funds come out of their general budgets, rather have the State take them over.

Commissioner Merrell

- Concerning the Developmental Disabilities Lifetime of Giving Awards, the county should be proud to have so many recognized for their service.
- Will be attending a MORPC Policy meeting today
- Will be attending a Health Department Advisory Committee meeting this evening.

**RECESSED AT 9:53 AM/RECONVENED AT 10:00 AM  
(Mrs. Lewis did not return to the Session Room)**

**13**

**RESOLUTION NO. 18-238**

**10:00A.M. RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF THE KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY MARIBETH MELUCH AND OTHERS:**

It was moved by Mr. Benton, seconded by Mr. Merrell to reconvene the hearing at 10:00 A.M..

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

**13 continued**

**RESOLUTION NO. 18-239**

**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**

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**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                      Mr. Merrell              Aye              Mr. Benton              Aye              Mrs. Lewis              Recused

**13 continued**

**RESOLUTION NO. 18-240**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY MARIBETH MELUCH AND OTHERS:**

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 10:55 A.M..

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

**13 continued**

**RESOLUTION NO. 18-241**

**IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PETITION:**

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

Whereas, on September 1, 2017, a Drainage Improvement Petition to The Kingston Township #2017-1 Watershed was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on November 20, 2017, conducted a view of the proposed improvements; and

Whereas, the Board on February 22, 2018, immediately continued the advertised public hearing to March 8, 2018 to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Kingston Township #2017-1 Watershed Drainage Improvement; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ Zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed The Kingston Township #2017-1 Watershed Drainage Improvement. The Board hereby fixes February 22, 2020 as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE KINGSTON TOWNSHIP #2017-1 DRAINAGE IMPROVEMENT PROJECT 40311463.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

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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