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

1
RESOLUTION NO. 18-768

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 9, 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 July 9, 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. 18-769

IN THE MATTER OF RECOGNIZING JULY 15-21, 2018 AS PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK:

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

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community-corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community-corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community-corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community-corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community-corrections professionals promote prevention, intervention and advocacy; and

WHEREAS, community-corrections professionals provide services, support, and protection for victims; and

WHEREAS, community-corrections professionals advocate community and restorative justice; and

WHEREAS, community-corrections professionals are a true Force for Positive Change in their communities, and;

NOW, THEREFORE, BE IT RESOLVED that The Board of Commissioners, Delaware County, Ohio, do hereby proclaim July 15-21, 2018 as:

Pretrial, Probation, and Parole Supervision Week

and we encourage all citizens to honor these community-corrections professionals and to recognize their achievements.

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

5
RESOLUTION NO. 18-770

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0711 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0711:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0711, memo transfers in batch numbers MTAPR0711 and Purchase Orders as listed below:

Vendor	Description	Account	Amount
PO' Increase			
Tri-Rivers	Job and Family Training Program	22311611-5348	$ 8,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R1804189	MONTROSE GROUP LLC,THE	SERVICES FOR ECONOMIC DEVELOPMENT AND DELAWARE	21011113 - 5301	$35,000.00
R1804277	DUDE SOLUTIONS INC	ANNUAL SUBSCRIPTION - ASSET ESSENTIALS	66211901 - 5320	$12,200.00
R1804292	OFFICE CITY EXPRESS INC	FURNITURE - COMMON PLEAS COURT	40111402 - 5201	$ 6,545.88
R1804294	OFFICE CITY EXPRESS INC	FURNITURE - DOMESTIC RELATIONS	40111402 - 5201	$ 5,370.58
R1804294	OFFICE CITY EXPRESS INC	FURNITURE - DOMESTIC RELATIONS	40111402 - 5260	$ 3,898.00
R1804295	MIRACLE METHOD OF COLUMBUS	CONCRETE SEALER - COURTHOUSE GARAGE	40111402 - 5328	$ 7,555.00
R1804297	MIKES ROOFING INC	ROOF - STATION 2	40111402 - 5328	$20,940.00
R1804298	MIKES ROOFING INC	ROOF - STATION 5	40111402 - 5328	$20,940.00
R1804299	BKM CONSTRUCTION LLC	CATCH BASIN & CURB INSTALL - JAIL	40111402 - 5328	$10,122.80
R1804300	KURGUZ PAVING INC	ASPHALT & CATCH BASIN REPAIRS - STATION 2	40111402 - 5328	$23,788.00
R1804304	HILLS BLACKTOP INC	ASPHALT REPAIRS - STATION 9	40111402 - 5328	$ 7,563.00

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

6
RESOLUTION NO. 18-771

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Human Resources is requesting that Linda Dodds and Matt Brown attend a Cornerstone Enhancement-software training in Columbus, Ohio on July 17, 2018 at no cost.

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

7
RESOLUTION NO. 18-772

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM BURGERIM OHO, LLC (DBA BURGERIM) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that a new liquor license request from Burgerim Ohio, LLC (DBA Burgerim) located at 29 Neverland Drive, Lewis Center, OH 43035;

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

8
RESOLUTION NO. 18-773

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE HIDDEN SPRINGS CONDOMINIUM DRAINAGE MAINTENANCE IMPROVEMENT PETITION FILED BY THE HIDDEN SPRINGS CONDO ASSOCIATION AND OTHERS:

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

WHEREAS, on May 18, 2018, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by members of the Hidden Springs Condo Association and Others to:

1. To repair, replace, or alter the existing improvement as required and to maintain these improvements per the recorded and associated engineering design plan (Exhibits attached are from original filing of declaration Documents, A, B, E, F and amendment Six).

2. In Delaware County, Orange Township, in Hidden Springs Condominium recorded covenants, easements, restriction assessments and assessments for liens and generally following the existing course and terrain of the improvement shown on Exhibits attached are form original filing of declaration Documents, A, B, E, F and amendment Six.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday August 20, 2018 at 1:30P.M.**, in the vicinity of the intersection of intersection of Spring Valley Drive and Crane's Crossing, Lewis Center, Ohio 43035, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, that **Thursday October 25, 2018 at 10:00A.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

9
RESOLUTION NO. 18-774

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE ORANGE VILLAGE CENTRE DRAINAGE MAINTENANCE IMPROVEMENT PETITION FILED BY THE ORANGE VILLAGE CENTRE PARK ASSOCIATION AND OTHERS:

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

WHEREAS, on May 18, 2018, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by members of the Orange Village Centre Park Association and Others to:

1. To repair, replace, or alter the existing improvement as required and to maintain these improvements per the recorded and associated engineering design plan Exhibits A and D.

2. In Delaware County, Orange Township, in Orange Village Centre recorded covenants, easements, restriction assessments, and assessments for liens and generally following the existing course and terrain of the improvement shown on Exhibits A and D.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary

reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday August 20, 2018 at 1:45P.M.**, in the vicinity of 499 Spring Valley Drive Lewis Center, Ohio 43035, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, that **Thursday October 25, 2018 at 10:15A.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

10
RESOLUTION NO. 18-775

IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE KINGSTON TOWNSHIP WATERSHED #2017-2 DRAINAGE IMPROVEMENT PETITION FILED BY DAVE SMITH AND OTHERS:

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Dave Smith, and Others, filed a petition with the Clerk of the Board of Commissioners on January 26, 2018, in favor of certain improvements to the Kingston Township #2017-2 Drainage Improvement Watershed (the "Petition"); and

WHEREAS, Joan L. Adkins, Trustee, was not a petitioner; and

WHEREAS, on July 3, 2018, before the end of the first hearing on the petition, Joan L. Adkins, Trustee, filed an Application for Amendment of the Petition to include her parcels of land, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, Joan L. Adkins, Trustee, (mailing address of 260 CO 218 Marengo, Ohio 43334) was listed in the Petition as an owner of land that will be benefited or damaged by the completion of the proposed improvement; and

WHEREAS, the Board of Commissioners had, on April 23, 2018, held a view of the proposed improvements; and said viewing would have included area in the Application for Amendment; and

WHEREAS, no further view of the petitioned for improvements is necessary under section 6131.10 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners has complied with the notice requirements in section 6131.07 of the Ohio Revised Code; and

WHEREAS, no additional owners of land will be benefited or damaged by allowing the Application for Amendment;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Application for Amendment of the Petition for the Kingston Township #2017-2 Drainage Improvement Watershed ("the Petition") is hereby allowed, pursuant to section 6131.05 of the Ohio Revised Code.

Section 2. The Petition shall be amended to specifically include, but not be limited to, Joan L. Adkins, Trustee, (mailing address of 260 CO 218 Marengo, Ohio 43334).

Section 3. This Amendment does not require additional notice under section 6131.07 of the Ohio Revised Code and does not require an additional view under section 6131.10 of the Ohio Revised Code.

(Application is available in the Commissioner's Office until no longer of Administrative Value).

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

11
RESOLUTION NO. 18-776

IN THE MATTER OF APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND SUMMIT FOOD SERVICE, LLC (FORMERLY KNOWN AS ABL MANAGEMENT, INC.) FOR PRIVATIZATION OF THE KITCHEN AT THE DELAWARE COUNTY JAIL:

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

Whereas, the Sheriff and Sheriff's Office Staff recommend approval of a second amendment to the contract with Summit Food Service, LLC (Formerly Known As ABL Management, Inc.);

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the second amendment to the agreement with Summit Food Service, LLC (Formerly Known As ABL Management, Inc.) for privatization of the kitchen at the Delaware County Jail:

Second Amendment to the Contract between Delaware County and ABL Management, Inc. now known as Summit

The parties mutually agree to renew the contract providing food service to the Delaware County Jail approved by Resolution No. 15-726 on June 15, 2015.

Amended Terms:

The parties agree to renew this contract for the period from July 1, 2018 through December 31, 2018.

The parties agree that there will be a 2.7% increase per meal for the period from July 1, 2018 through December 31, 2018.

All remaining provisions of the Agreement shall continue in full force and effect unless specifically amended here.

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

12
RESOLUTION NO. 18-777

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER AGREEMENTS FOR THE PINES SECTION 1 PHASE A AND THE PINES SECTION 1 PHASE B:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider Agreements for The Pines Section 1 Phase A and The Pines Section 1 Phase B;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the following Sanitary Sewer Subdivider Agreements for The Pines Section 1 Phase A and The Pines Section 1 Phase B.

The Pines Section 1 Phase A

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 12th day of July 2018, by and between **M/I Homes of Central Ohio, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by **The Pines Section 1 Phase A** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan for The Pines, Section 1 Phase A & B**, dated **April 20, 2018,** and approved by the County on **May 21, 2018,** all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **54** 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. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For on-site improvements the following options for financial warranty apply:

OPTIONS:

(1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction **($1,634,000.00)** which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

(2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

Initials _____ Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvement Plan for The Pines, Section 1 Phase A**.

SECTION IV: TAP CREDIT

Upon completion of construction and acceptance of the Improvements, the Subdivider shall be granted tap credits per County policy in the total amount of $516,497. The Subdivider and the County mutually acknowledge that this grant of tap credits is intended to establish the reasonable charge for the Subdivider to connect to the County's sanitary facilities, pursuant to R.C. 6117.02, in consideration of the Subdivider's private investment in the sanitary facilities, such charge being a special exception to the established charge. The total dollar amount of the credit can be used as a tap credit for current base capacity fees and/or surcharge capacity fees within developments owned by the Subdivider located within Berlin Township.

SECTION V: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements (designed for site only) for plan review of **Sanitary Sewer Improvement Plan for The Pines, Section 1 Phase A ($39,088.00).** The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements (designed for site only) for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan for The Pines, Section 1 Phase A ($94,928.00).** 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 records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of $75.00 per hour and for the camera truck at $150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvement Plan for The Pines, Section 1 Phase A** as required by the County.

SECTION VI: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all

of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VII: EASEMENTS

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

SECTION VIII: COMPLETION OF CONSTRUCTION

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

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

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

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and

requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

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

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION IX: SIGNATURES

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

The Pines Section 1 Phase B

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 12th day of July 2018, by and between **M/I Homes of Central Ohio, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by **The Pines Section 1 Phase B** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan for The Pines, Section 1 Phase A & B**, dated **April 20, 2018,** and approved by the County on **May 21, 2018,** all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **33** 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. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For on-site improvements the following options for financial warranty apply:

OPTIONS:

(1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction **($219,000.00)** which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
(2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

Initials _____ Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other

approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvement Plan for The Pines, Section 1 Phase B**.

SECTION IV: TAP CREDIT

Upon completion of construction and acceptance of the Improvements, the Subdivider shall be granted tap credits per County policy in the total amount of $64,584. The Subdivider and the County mutually acknowledge that this grant of tap credits is intended to establish the reasonable charge for the Subdivider to connect to the County's sanitary facilities, pursuant to R.C. 6117.02, in consideration of the Subdivider's private investment in the sanitary facilities, such charge being a special exception to the established charge. The total dollar amount of the credit can be used as a tap credit for current base capacity fees and/or surcharge capacity fees within developments owned by the Subdivider located within Berlin Township.

SECTION V: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements (designed for site only) for plan review of **Sanitary Sewer Improvement Plan for The Pines, Section 1 Phase B ($5,385.00).** The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements (designed for site only) for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan for The Pines, Section 1 Phase B ($13,077.00).** 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 records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of $75.00 per hour and for the camera truck at $150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvement Plan for The Pines, Section 1 Phase B** as required by the County.

SECTION VI: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges

and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VII: EASEMENTS

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

SECTION VIII: COMPLETION OF CONSTRUCTION

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

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

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

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

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

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION IX: SIGNATURES

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

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

13
RESOLUTION NO. 18-778

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the "Board") may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a "public purpose" and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board's determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, the Regional Sewer District routinely hosts meetings that are attended by members of the public and visiting officials from other jurisdictions or organizations; and

WHEREAS, in accordance with OSHA 1926.51, the Delaware County Regional Sewer District shall provide bottled drinking water for Regional Sewer District employees to maintain proper hydration while working on projects and emergency events away from District occupied buildings; and

WHEREAS, the Sewer District is requesting $2,000.00 to purchase employee bottled drinking water for emergency events and projects away from Sewer District occupied buildings and bottled water for on-site public meetings; and

WHEREAS, the Sanitary Engineer recommends authorization to use Delaware County funds to pay for water during these situations;

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

Section 1. The Board hereby declares that the provision of bottled drinking water for the following purpose and amount constitutes a public purpose:

66211901-5294	Sewer Revenue Fund	$2,000.00	Bottled Water during emergency events and projects away from Sewer District occupied buildings and Sewer District on-site public meetings

Section 2. The Board hereby authorizes the purchase of bottled drinking water in accordance with Section 1 of this Resolution for the current fiscal year, subject to the ordinary approval of a purchase order, submission of complete and accurate receipts, invoices, and any other supporting documentation required by the County Auditor, and approval of the voucher by the Board.

Section 3. This Resolution shall take effect immediately upon adoption.

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

14
RESOLUTION NO. 18-779

IN THE MATTER OF APPROVING THE PROJECT GRANT AGREEMENT BETWEEN THE OHIO PUBLIC WORKS COMMISSION (OPWC) AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY (BOARD) FOR THE PROJECT KNOWN AS DEL-TR 99-1.79, PIATT ROAD EXTENSION PROJECT AND AUTHORIZING COMMISSIONER JEFF BENTON TO EXECUTE SAID AGREEMENT ALONG WITH APPROVING DISBURSEMENTS MADE AS A RESULT OF THIS AGREEMENT:

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

WHEREAS, on June 2, 2016, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 16-543 establishing a new road to be known as an extension of Piatt Road (Township Road 99); and

WHEREAS, on September 17, 2017, the Board adopted Resolution No. 17-992 authorizing the submission of an application for funding assistance to the Ohio Public Works Commission ("OPWC") for improvements to said extension; and

WHEREAS, the application for funding assistance was approved subject to the approval of a project grant agreement with the OPWC; and

WHEREAS, Resolution No. 17-992, authorized Commissioner Jeff Benton to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance;

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

Section 1: The Board approves the project grant agreement (copy available for review at the Commissioners' Office until no longer of administrative value) with OPWC for the project known as DEL-TR 99-1.79, Piatt Road Extension Project, further known as OPWC Project No. CQ22V.

Section 2: Commissioner Jeff Benton is authorized to execute the agreement with OPWC for the project known as DEL-TR 99-1.79, Piatt Road Extension Project, OPWC Project No. CQ22V, and to sign any disbursements made as a result of this agreement.

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

15
RESOLUTION NO. 18-780

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND STRAWSER PAVING COMPANY FOR THE PROJECT KNOWN AS DEL-TR 99-1.79, PIATT ROAD EXTENSION:

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

DEL-TR 99-1.79, Piatt Road Extension
Bid Opening of June 26, 2018

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Strawser Paving Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Strawser Paving Company for the project known as DEL-TR 99-1.79, Piatt Road Extension;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby awards a bid and approves a contract between the Delaware County Commissioners and Strawser Paving Company for the project known as Del-TR 99-1.79, Piatt Road Extension:

CONTRACT

THIS AGREEMENT is made this 12th day of July, 2018 by and between **Strawser Paving Company, 1595 Frank Road, Columbus, Ohio 43223**, 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-TR 99-1.79, Piatt Road Extension Project",** and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

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 ***Three Million Two Hundred Seventy-Four Thousand Four Hundred Eighty-Nine Dollars and Fifteen Cents ($3,274,489.15)*** 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.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

16
ADMINISTRATOR REPORTS
Mike Frommer, County Administrator
-Attended the Finance Authority meeting last night. They have a lot of projects happening.
-The Project Oasis has made the national news. This past week Bob Lamb and members of Del-Co Water, ODOT and Berkshire Township met with the developers.

17
COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis
-Attended the Family and Children First Council meeting yesterday.

Commissioner Benton
-SourcePoint has announced the opening of Ashley Café, a lunch location for the community of Ashley.
-Will be attending the swearing in ceremony of Chief Chris Kovach today at BST&G Fire House.
-Will be attending MORPC this afternoon.
-Would like to congratulate Auditor George Kaitsa for winning the award for Auditor with Distinction this year. He and his staff (Jane Tinker and Dawn Hall) do a very good job getting the county ready for the audit.

Commissioner Merrell
-Attended the BIA's meeting yesterday. Engineer Chris Bauserman and County Administrator Mike Frommer presented information about Delaware County's TID.
-Will be meeting with Mr. Knox from Senator Portman's office in regards to the importance of the Big Walnut interchange project.

18
RESOLUTION NO. 18-781

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING:

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

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 employment, compensation of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 18-782

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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners