

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 27, 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

Absent:

Jeff Benton, Commissioner

1

RESOLUTION NO. 18-926

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 23, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 23, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

2

PUBLIC COMMENT

3

ELECTED OFFICIAL COMMENT

4

RESOLUTION NO. 18-927

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0824 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0824:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0824, memo transfers in batch numbers MTAPR0824 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PR Number	Vendor Name	Line Description	Line Account Amount
R1804804	BUCKEYE POWER SALES CO INC	GENERATOR EMS1	40111402 - \$5,269.00 5450

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

5

RESOLUTION NO. 18-928

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The DATA department is requesting that Ronald Clayton attend an Adobe Max Conference in Los Angeles, California from October 15-17, 2018 at the cost of \$3,276.60.

The Regional Sewer District is requesting that Kelly Thiel attend a Research Workshop at the One Water Conference at the Greater Columbus Convention Center in Columbus, Ohio on August 27, 2018 at a total cost

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of \$95.00 from fund 66211902.

The Regional Sewer District is requesting that Erik McPeck attend a Water Environment Federation Technical Exhibition Conference (WEFTEC) in New Orleans, LA from September 29 – October 3, 2018 at an additional cost of \$500.00 from fund 66211902.

The Child Support Enforcement Agency is requesting that Tanya Kidd attend an OCDA Partner’s Summit in Columbus, Ohio from August 27-28, 2018 at the cost of \$100.00 (fund number 23711630).

The Administrative Services Department is requesting that Pam Sonagere, Dana Bushong and Dawn Huston attend an OHPELRA Public Safety & Human Recourses class in Columbus, Ohio on August 29, 2018 at the cost of \$597.00 (fund number 10011108).

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

**6
RESOLUTION NO. 18-929**

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF JULY 2018:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to accept the Treasurer’s Report for the month of July 2018.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

**7
RESOLUTION NO. 18-930**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY (EMA):

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

Whereas, the Director of Delaware County EMA recommends approval of Supplemental Appropriations; and

Whereas, Delaware County EMA has received additional Hazardous Materials Emergency Preparedness (HMEP) Grant funding from the Ohio Emergency Management Agency for Hazardous Materials training for area fire departments; and

Whereas, the local match will be provided by the Delaware Area Response Team;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve Supplemental Appropriations for Delaware County EMA:

Supplemental Appropriations	Amount
21581307-5365 2016-2018 HMEP TRAINING GRANT/GRANT RELATED SERVICES	\$6,000.00

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

**8
RESOLUTION NO. 18-931**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE SHERIFF’S OFFICE:

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

Transfer of Appropriation	
From:	To:
10031301-5001 Sheriff – Deputies/Compensation	10031302-5345 Sheriff Prisoner Transport/Safety and Security Services
	\$15,000.00

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

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RESOLUTION NO. 18-932

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTATING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO REGARDING THE POSITION OF DELAWARE COUNTY SUBSTANCE ABUSE LIAISON:

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

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the following Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio Regarding the Position of Delaware County Substance Abuse Liaison;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approve the following Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio Regarding the Position of Delaware County Substance Abuse Liaison:

**Memorandum of Understating between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio Regarding the Position of Delaware County Substance Abuse Liaison
FY 2019**

Background:

The Sheriff of Delaware County Ohio, ("Sheriff"), and local agencies previously identified the need for an individual to serve as a Substance Abuse Liaison in Delaware County. The Delaware-Morrow Mental Health & Recovery Services Board ("Board") and Sheriff subsequently entered into Memorandum of Understanding for Boards’ fiscal years 2017 and 2018, wherein Board extended grants to sheriff for the employment of an individual to fill the full-time position of Substance Abuse Liaison. The Board and Sheriff, in cooperation with other local agencies, wish to continue funding to support the staffing and services to be provided by the Substance Abuse Liaison.

Now Therefore, the Parties Agree as Follows:

- Grant Award. Board makes a grant to Sheriff of Twenty Thousand Dollars (\$20,000) to be utilized for the employment of a qualified individual to hold the full-time position of Substance Abuse Liaison, as the position is set forth on the job title/position description attached hereto as Exhibit "A". Board's grant will be paid quarterly in \$5,000.00 installments, with the first payment to occur 30 days after the execution of the Agreement, continuing quarterly thereafter during the term of the MOU. Payments will be made following receipt of invoices from the Sheriff satisfactory to the Board.
- Obligations of the Parties. Sheriff is solely responsible for the selection, employment and compensation of the individual in the position of Substance Abuse Liaison. Services to be provided will be as generally set forth on Exhibit "A". The Board's sole obligation under this Memorandum is for payment of the above grant.
- Communication with Board. Sheriff agrees to provide information as Board may reasonably request to keep Board apprised of the overall scope of the services and important accomplishments of the liaison during the term of this Memorandum, including reporting outcomes data to Board quarterly in a format requested by Board.
- Memorandum Term. This Memorandum of Understanding shall be effective on July 1, 2018, and shall continue until June 30, 2019.

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

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RESOLUTION NO. 18-933

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR COMMON PLEAS COURT:

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

Supplemental Appropriation

27929208-5201	CP Mediation Fund/General Supplies	1,000.00
27929208-5301	CP Mediation Fund/Contracted Professional Services	15,000.00

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

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RESOLUTION NO. 18-934

**IN THE MATTER OF APPROVING AN AMENDMENT TO THE SANITARY SEWER
SUBDIVIDER’S AGREEMENT FOR EVANS FARM SECTION 1 ALUM CREEK WATER
RECLAMATION AREA:**

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

WHEREAS, the Board of County Commissioners approved the original Sanitary Sewer Subdivider’s Agreement for Evans Farm Section 1 Alum Creek Water Reclamation Area on January 30, 2017; and

WHEREAS, the Sanitary Engineer recommends approval of an amendment to the original agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the following Amendment to the Sanitary Sewer Subdivider’s Agreement for Evans Farm Section 1 Alum Creek Water Reclamation Area:

**AMENDMENT TO SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

SECTION I: INTRODUCTION

This Amendment to the Subdivider’s Agreement dated January 30, 2017, by and between **EVANS FARM LAND DEVELOPMENT COMPANY, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) is entered into on this 27th day of August, 2018. The Subdivider and the County hereby agree to amend the Subdivider’s Agreement as follows:

AMENDMENT

The first paragraph of SECTION V: CONSTRUCTION shall be deleted and replaced with the following:

All public improvement construction shall be performed no later than January 1, 2019. Extension of time may be granted if approved by the County Commissioners. Prior to completion and final acceptance of the IMPROVEMENTS, SUBDIVIDER may connect laterals to the sanitary sewer upstream of Manhole 28 until final completion is achieved, provided however the SUBDIVIDER and COUNTY mutually acknowledge and agree that such connections shall be at the SUBDIVIDER’s sole risk and expense. Prior to connection to the sanitary sewer, capacity charges and any surcharges shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer. Lot numbers 8512 through 8551, and 8585 only will be allowed to connect laterals to the sewer.

Regardless of any inspection by the COUNTY, the SUBDIVIDER shall be solely liable for any and all costs, expenses, and other liabilities arising from connection to sanitary sewers, and any damage resulting therefrom, until the IMPROVEMENTS have been accepted by the COUNTY and the maintenance period has expired. Only upon final acceptance shall the COUNTY assume any risk or liability for the operation of the sanitary sewers. In addition to any other indemnification obligation stated herein, the SUBDIVIDER shall specifically indemnify the COUNTY against and hold the COUNTY harmless from any damages, claims, judgments, costs, or liabilities of any kind arising from the operation or maintenance of the sanitary sewers as approved herein.

Prior to any lateral connections to the sanitary sewer, mechanical sewer plugs must be installed in the upstream and downstream sides of Manhole 28 (2 plugs in the manhole) to restrict any flow from being conveyed to the downstream sewer. The sewer plugs must be inspected during wet weather and in the event of failure the SUBDIVIDER is responsible for cleaning the downstream sewers. No occupancy of the homes being constructed will be allowed until the entire Section 1 – Alum Creek Water Reclamation Area sewers are completed, tested, and accepted in accordance with DCRSD policies. Mandrel pulls must be completed on all sewers upstream of Manhole 28 by September 31, 2018 and any sewers that fail the mandrel test must be repaired or replaced as required for acceptance. Prior to removing the plugs and final acceptance of the IMPROVEMENTS, the SUBDIVIDER shall cause the sewers upstream of Manhole 28 to be pumped down, cleaned, and closed-circuit televised. The videos must be provided to COUNTY for review and approval as part of the final inspection of the Improvements. Only upon final acceptance shall the COUNTY permit the plugs installed as specified herein to be removed.

REMAINING PROVISIONS

All other provisions of the Subdivider’s Agreement not amended herein shall remain in full force and effect. IN CONSIDERATION WHEREOF, the Parties have executed this Amendment as of the date stated above.

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

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RESOLUTION NO. 18-935

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENTS
FOR THE COTTAGES AT HYATTS AND CAPRI GARDENS – SKILLED CARE SANITARY MAIN**

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EXTENSION:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreements for The Cottages at Hyatts and Capri Gardens – Skilled Care Sanitary Main Extension;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the following Sanitary Sewer Subdivider’s Agreements for The Cottages at Hyatts and Capri Gardens – Skilled Care Sanitary Main Extension:

The Cottages at Hyatts:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 27th day of August 2018, by and between **Schottenstein Homes, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Sanitary Sewer Improvement Plan The Cottages at Hyatts** and its corresponding Subdivision Plat or condominium amendments on said development parcel 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 The Cottages at Hyatts**, dated **June 13, 2018**, and approved by the County on **August 16, 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 **57** 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 (**\$205,046.00**) 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 **The Cottages at Hyatts**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware

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County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvement Plan The Cottages at Hyatts (\$7,176.61)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan The Cottages at Hyatts (\$17,428.00)**. 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 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 The Cottages at Hyatts** as required by the County.

SECTION V: CONSTRUCTION

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

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

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

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

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

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all

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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 VIII: SIGNATURES

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

Capri Gardens – Skilled Care Sanitary Main Extension:

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

SECTION I: INTRODUCTION

This Agreement is entered into on this 27th day of August 2018, by and between **H&D Holding Co., Inc.**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), 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 **Capri Gardens – Skilled Care Sanitary Main Extension**, dated **June 25, 2018**, and approved by the County on **July 26, 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 **21.57** single family residential equivalent connections approved with this Agreement per the Commercial Tap Fee letter dated March 6, 2018. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing.

SECTION III: FINANCIAL WARRANTY

The Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$84,691.00**) which is acceptable to the County

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Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

The Subdivider shall within thirty (30) days following completion of construction, 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 **Capri Gardens**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Capri Gardens – Skilled Care Sanitary Main Extension (\$2,964.19)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Capri Gardens (\$7,198.00)**. 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 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 **Capri Gardens** as required by the County.

SECTION V: CONSTRUCTION

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

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

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

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

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

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

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 VIII: SIGNATURES

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

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

**13
RESOLUTION NO. 18-936**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR COTTAGES AT
NORTHLAKE WOODS SOUTH AND NORTHLAKE SUMMIT 1-B:**

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

WHEREAS, the construction of new sanitary sewers at the Cottages at Northlake Woods South and Northlake Summit 1-B have been completed to meet Delaware County Sewer District requirements; and

WHEREAS, the Sewer District has received the necessary items required by the Subdivider’s Agreements; and

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WHEREAS, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Cottages At Northlake Woods South	1140' of 8- inch sewer	\$76,209.00
	4 each- manholes	\$14,436.00
Northlake Summit 1-B	1140' of 8- inch sewer	\$146,884.00
	6 each-manholes	\$ 17,952.00

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider's agreements for the five-year maintenance period for the above sanitary sewer improvements.

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

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RESOLUTION NO. 18-937

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR BERLIN MANOR SECTION 1 & FUTURE SECTIONS 2 & 3:

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

WHEREAS, on August 27, 2018, a Ditch Maintenance Petition for Berlin Manor Section 1 & Future Sections 2 & 3 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 Berlin Manor Section 1 & Future Sections 2 & 3 located off of Cheshire Road in Berlin 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 \$868,995.72 for the benefit of the lots being created in this subdivision. 95 lots are being created in these plats 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 \$9,147.32 per lot. An annual maintenance fee equal to 2% of this basis (\$182.95) 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 all the lots in Section 1 in the amount of \$6,220.30 has been paid to Delaware County, receipt of which is hereby acknowledged.

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Future Assessments to be paid at time of platting of each section:
 Section 1 (34 lots) - \$6,220.30
 Section 2 (21 lots) - \$3,841.95
 Section 3 (40 lots) - \$7,317.66

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

15
RESOLUTION NO. 18-938

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

Whereas, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now, Therefore, Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U18-111	Spectrum	Sawmill Road	Place cable in ROW
U18-112	Consolidated Electric	Penn Road	Install fiber optic in ROW
U18-113	Consolidated Electric	Newhouse Road	Install new cable on existing pole Install Gas Main
U18-114	Columbia Gas	Summerwood Lakes 2	Road bore
U18-115	Consolidated Electric	Liberty Road	Install Gas Main
U18-116	Columbia Gas	Seldom Seen Road	

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

16
RESOLUTION NO. 18-939

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENT FOR FOURWINDS DRIVE NORTH:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Fourwinds Drive North;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve the Owner’s Agreement for Fourwinds Drive North.

OWNER’S AGREEMENT
PROJECT NUMBER: #8006

THIS AGREEMENT, executed on this 27th day of August, 2018 between **BROOKDOC INVESTMENTS, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Fourwinds Drive North**, further identified as Project Number 8006 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

- Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
- Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

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RESOLUTION NO. 18-940

IN THE MATTER OF ACCEPTING ROAD, APPROVING RECOMMENDED SPEED LIMIT, AND ESTABLISHING STOP CONDITIONS FOR OLENTANGY HIGH SCHOOL NUMBER 4:

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

Whereas, the Engineer has reviewed the Roadway construction of the Road within Olentangy High School Number 4 (“Subdivision”) and finds it to be constructed in accordance with the approved plans; and

Whereas, the Engineer recommends that the following Roadway within the Subdivision be accepted into the public system.

- An addition of 0.21 mile to Township Road Number 99, Piatt Road; and

Whereas, the Engineer also recommends that a 45 mile per hour speed limit be established throughout the Subdivision; and

Whereas, the Engineer also requests that stop conditions be established at the following intersection within the Subdivision:

- On Township Road Number 99, Piatt Road, at its intersection with County Road Number 91, Berlin Station Road;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the road, approves speed limit, and establishes stop conditions in accordance with the Engineer’s recommendations stated herein.

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

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RESOLUTION NO. 18-941

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation

42011438-5410	Capital Improvements Reserve/Building and Improvements	188,600.00
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Vote on Motion Mr. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

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ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator

-Last Friday was able to attend the CORSA Annual Meeting with Cindi Blair. At the meeting CORSA informed us that we would be getting a dividend check.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

-No reports.

Commissioner Merrell

-No reports.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

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Jeff Benton

Jennifer Walraven, Clerk to the Commissioners