

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 10, 2018**

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

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

1
RESOLUTION NO. 18-971

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 6, 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 September 6, 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 Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-972

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0907:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0907 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Zashin and Rich	Legal Services EMS	10011303-5301	\$25,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1804935	BOUND TREE MEDICAL LLC	CPR MANIKINS	10011303 - 5260	\$6,394.36
R1804951	DITCH MAINTENANCE	HAVENS #503 START UP FEES	40311449 - 5328	\$9,500.00

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

5
RESOLUTION NO. 18-973

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Cory Smith and Jason Watts attend a Plant Operations and Lab Workshop in Lewis Center, OH on October 11, 2018 at a total cost of \$380.00 from fund 66211901.

The 911 Communication Director is recommending that Kathy Parker and Jen Keck attend an APCO Bulling and Negativity in the Communications Center Training in Columbus, Ohio September 21, 2018, the cost of \$428.40 (21411306)

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

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RESOLUTION NO. 18-974

IN THE MATTER OF APPROVING THE REQUEST FOR PROPOSALS AND SETTING DATE AND TIME FOR THE REQUEST FOR PROPOSALS FOR THE PROVISION OF FOOD SERVICES FOR THE DELAWARE COUNTY JAIL:

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

Whereas, the Delaware County Sheriff recommends the request for proposals, specifications and bid opening date and time for the provision of Food Services for the Delaware County Jail;

Now Therefore Be It Resolved, that the Board of Delaware County Commissioners approve the request for proposals, specifications and bid opening date and time for the provision of Food Services for the Delaware County Jail;

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the provision of food service for the Delaware County Jail. Proposals will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015, until **2:00 p.m. on Friday November 2, 2018**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) original and five (5) copies are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Sheriff's Office, 149 North Sandusky Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

Any proposal submitted shall be accompanied by bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00).

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

7

RESOLUTION NO. 18-975

IN THE MATTER OF APPROVING THE FIFTH EXTENSION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO, FOR A MENTAL HEALTH CLINICIAN:

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 the Fifth Extension of Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, for a Mental Health Clinician FY 2019;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approve the Fifth Extension of Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio for a Mental Health Clinician FY 2019:

Fifth Extension of Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, For a Mental Health Clinician FY 2019

This **Fifth Extension of Memorandum of Understanding** is entered into between the Delaware-Morrow Mental Health & Recovery Services Board (the "Board") and the Sheriff of Delaware County, Ohio (the "Sheriff").

Whereas, the parties previously entered into a Memorandum of Understanding ("MOU") effective March 10, 2014, regarding the securing and funding of a position for a mental health professional to provide mental health services to persons incarcerated at the Delaware County Jail, which MOU was

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extended for the period July 1, 2014 to June 30, 2015, for the period July 1, 2015 to June 30, 2016, for the period July 1, 2016 to June 30, 2017 and for the period July 1, 2017 to June 30, 2018.

Whereas, the parties desire to extend the MOU for an additional term of one year upon its expiration on June 30, 2018 upon the terms and conditions set forth herein.

Now Therefore, the parties agree:

- 1. Memorandum Term. The MOU is hereby extended following its expiration on June 30, 2018 for an additional term of one (1) year commencing on July 1, 2018 and continuing to June 30, 2019 (the Board's FY 2019). Attached hereto as Exhibit "A" and incorporated herein is a copy of the Memorandum of Understanding, effective March 10, 2014, including the Proposal for a Mental Health Clinician for Delaware County Jail.
2. Financial Contributions. The Board is responsible for making payment to Maryhaven in the amount of \$80,000, to cover the professional and administrative costs for the mental health professional position to be staffed by Maryhaven during the term of this extension. The Sheriff agrees to reimburse the Board for 20% of this cost in the amount of \$16,000. Attached hereto as Exhibit "B" is the Budget for the mental health professional position for FY 2019.
3. Obligations of the Parties. The parties agree to continue to provide the support and services as set forth in the MOU and such other services as they mutually agree will enhance the provision of mental health services at the Jail.
4. All Other Terms Remain in Effect. Except as modified herein, all terms and conditions of the MOU shall remain in full force during the period of this extension.

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

8 RESOLUTION NO. 18-976

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR MCDONALD'S, OLENTANGY CROSSING SOUTH SECTION 2:

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

WHEREAS, the construction of new sanitary sewers at the McDonald's, Olentangy Crossing South Section 2 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 Agreement; and

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

Table with 3 columns: Item description, Quantity, and Cost. McDonald's, Olentangy Crossing South Section 2, 115' of 8-inch sewer, \$54,714.41; 1- each manhole, \$ 3,857.00

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 agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

9 RESOLUTION NO. 18-977

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR SCIOTO RIDGE CROSSING SECTION 4:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Scioto Ridge Crossing Section 4;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Scioto Ridge Crossing Section 4:

SUBDIVIDER'S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 10th day of September 2018, by and between **M/I Homes, Inc.**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Sanitary Plan Scioto Ridge Crossing Section 4** Subdivision Plats 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 Plan Scioto Ridge Crossing Section 4**, dated **June 20, 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 **35** 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 (**\$125,200.00**) 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 Plan Scioto Ridge Crossing Section 4**.

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 **Sanitary Plan Scioto Ridge Crossing Section 4 (\$4,382.00)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Plan Scioto Ridge Crossing Section 4 (\$10,642.00)**. The

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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 Plan Scioto Ridge Crossing Section 4** 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 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:

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- (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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

10

RESOLUTION NO. 18-978

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE SUNBURY ROAD IMPROVEMENTS:

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

Supplemental Appropriation

29440437-5420	Sunbury Road Improvements/Road Constructions	\$34,551.85
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Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

11

RESOLUTION NO. 18-979

IN THE MATTER OF DECLARING THE INTENT TO ESTABLISH AND IMPROVE THE EXTENSION OF HOME ROAD EAST OF US 23 AND AUTHORIZING THE COUNTY ENGINEER TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, sections 5553.02 and 5555.02 of the Revised Code provide that the Delaware County Board of Commissioners (the "Board") may establish and make improvements to a public road in the county; and

WHEREAS, the County Engineer recommends that Home Road (County Road 124) should be extended from its eastern terminus at U.S. Route 23 (Columbus Pike) to intersect with Lewis Center Road (County Road 106) approximately 1000 feet east of the CSX and Norfolk Southern Railroads and that such road extension is necessary for the safety, convenience and welfare of the public; and

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WHEREAS, the Mid-Ohio Regional Planning Commission makes federal transportation funds available to local agencies for eligible transportation projects;

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

Section 1. The Board hereby declares its intention to establish and improve the extension of Home Road East of U.S. Route 23 (Columbus Pike) to intersect with Lewis Center Road (County Road 106) approximately 1000 feet east of the CSX and Norfolk Southern Railroads, and to conduct formal proceedings in this matter in accordance with section 5555.04 of the Revised Code at the time in which the County Engineer has completed the preliminary design and determined the proposed alignment for the roadway.

Section 2. The County Engineer is designated as the Project Manager and Administrator and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Project and to cooperate with the necessary agencies to facilitate development of the Project.

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

12

RESOLUTION NO. 18-980

IN THE MATTER OF DECLARING THE NEED FOR IMPROVEMENTS TO SUNBURY ROAD AND AUTHORIZING THE COUNTY ENGINEER TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, section 5555.022 of the Revised Code provides that the Delaware County Board of Commissioners (the "Board") may make improvements to a public road in the county by majority vote where no levies or special assessments are involved; and

WHEREAS, the County Engineer recommends that improvements to Sunbury Road (County Road 30) between Red Bank Road and Harrison Street (County Road 24) in Galena, including resurfacing, construction of paved shoulders and replacement of deficient guardrail and road signs, are necessary for the safety, convenience and welfare of the public; and

WHEREAS, the Mid-Ohio Regional Planning Commission makes federal transportation funds available to local agencies for eligible transportation projects; and

WHEREAS, section 315.15 of the Revised Code provides that the Board may enter into contracts with any person, firm, partnership, association or corporation to perform engineering services in the state for roadway engineering purpose;

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

Section 1. The Board hereby determines that improvements to Sunbury Road (County Road 30) between Red Bank Road and Harrison Street (County Road 24) in Galena are necessary for the safety, convenience and welfare of the public, and hereby declares that the Project known as DEL-CR30-3.90 shall be initiated for this purpose.

Section 2. The County Engineer is designated as the Project Manager and Administrator and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Project and to cooperate with the necessary agencies to facilitate development of the Project.

Section 3. The County Engineer is empowered on behalf of the Board to develop a scope of services, invite proposals from qualified engineering firms, to negotiate a fee with the most qualified firm, and to deliver to the Board, for its consideration, an agreement with said firm for preliminary engineering of the Project.

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

13

RESOLUTION NO. 18-981

IN THE MATTER OF DECLARING THE NECESSITY TO IMPROVE EAST POWELL ROAD FROM SOUTH OLD STATE ROAD TO BALE KENYON ROAD AND AUTHORIZING THE COUNTY ENGINEER TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, section 5555.022 of the Revised Code provides that a board of county commissioners may make improvements to a public road in the county by majority vote where no levies or special assessments are involved; and

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WHEREAS, the Delaware County Board of Commissioners (the “Board”) has previously undertaken Improvements to East Powell Road (County Road 14) from the intersection of Bale Kenyon Road to Worthington Road, referred to as “Phase 1” Improvements; and

WHEREAS, the County Engineer recommends making improvements to the remaining section of East Powell Road from South Old State Road to Bale Kenyon Road by widening, constructing curbs, gutters, storm sewers and other related improvements, to be referred to as “Phase 2” Improvements; and

WHEREAS, the City of Columbus is planning an extension of Lyra Drive to East Powell Road just west of Interstate 71, and additional improvements will be necessary at the proposed intersection; and

WHEREAS, the Mid-Ohio Regional Planning Commission makes federal transportation funds available to local agencies for eligible transportation projects;

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

Section 1. The Board hereby determines that improvements to East Powell Road (County Road 14) between South Old State Road and Bale Kenyon Road, and the Project referred to as DEL-CR14-1.23, East Powell Road Improvements, Phase 2, and that additional improvements to East Powell Road including construction of the proposed intersection with the proposed Lyra Drive Extension by the City of Columbus, are necessary for the safety, convenience and welfare of the public.

Section 2. The County Engineer is designated as the Project Manager and Administrator and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Project and to cooperate with the necessary agencies to facilitate development of the Project.

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

14

RESOLUTION NO. 18-982

IN THE MATTER OF REAFFIRMING THE NEED FOR IMPROVEMENTS TO RED BANK ROAD FOR THE UPDATED APPLICATION FOR FEDERAL HIGHWAY FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”), by Resolution No. 16-940, declared that Improvements to Red Bank Road, including resurfacing, construction of paved shoulders and replacement of deficient guardrail and road signs from Smothers Road to Gorsuch Road, are necessary for the safety, convenience and welfare of the public, and declared that the Improvement known as Red Bank Road (DEL-CR31-0.10) was to be initiated for this purpose; and

WHEREAS, the County Engineer is in the process of developing plans, specifications and estimates for said Improvement; and

WHEREAS, said Improvement received a funding commitment by the Mid-Ohio Regional Planning Commission (MORPC) for MORPC-attributable federal highway funding in 2017, and said Improvement is included the State Fiscal year (SFY) 2018-21 Transportation Improvement Program (TIP) with funding for construction after SFY 2021; and

WHEREAS, MORPC requires that sponsors of all previously approved projects submit updates during each application cycle, along with legislation by the sponsoring Local Public Agency (LPA) reaffirming the commitment of the LPA to proceed with the Improvement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio that it reaffirms that it intends to develop, construct and maintain the Improvement known as Red Bank Road Improvements (DEL-CR31-0.10) as stated in Resolution No.16-940.

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

15

RESOLUTION NO. 18-983

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE OWNER’S AGREEMENT FOR AFRICA ROAD WIDENING AT SYCAMORE TRAIL:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Africa Road Widening at

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Sycamore Trail;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Africa Road Widening at Sycamore Trail as follows:

**FIRST AMENDMENT TO THE OWNER’S AGREEMENT
FOR AFRICA ROAD IMPROVEMENTS AT SYCAMORE TRAIL**

THIS AMENDMENT to the OWNER’S AGREEMENT approved the 23rd day of July, 2018, attached hereto and by this reference made a part hereof, is approved this 10th day of September, 2018:

WHEREAS, the **OWNER** is required to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**; and

WHEREAS, the **COUNTY** is undertaking a resurfacing project on Africa Road within the limits of the proposed improvements, and wishes to undertake the **OWNER’S** required improvements as part of the resurfacing project, and the **OWNER** consents to the **COUNTY** undertaking the required improvements:

The Parties agree to modify the original agreement terms as follows:

- 1) The **COUNTY** will construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, or such reasonable modifications as the **COUNTY** may make to achieve a similar scope of work as contemplated by the **PLAN**, which is part of this **AGREEMENT**. The **COUNTY** will make a good faith effort to complete the improvements no later than September 15, 2018.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements. The **COUNTY’S** estimated cost of the improvements is **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)**. Upon completion of the improvements by the **COUNTY**, the **COUNTY** shall transmit to the **OWNER** an invoice listing the amount(s) due. The **OWNER** shall pay such amount(s) within 30 days of receipt of the invoice. Upon **COUNTY’S** receipt of all required payments by the **OWNER**, the **COUNTY** will release the **SUBDIVISION IMPROVEMENTS PERFORMANCE BOND**, Bond No. 0744778, in the sum of \$261,400.00, attached as part of the original **OWNER’S AGREEMENT**.
- 3) No change.
- 4) The **OWNER** has deposited inspection fees in the amount of **TWENTY-ONE THOUSAND DOLLARS (\$21,000)** per the original **OWNER’S AGREEMENT**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.

The terms listed herein shall supersede the original **OWNER’S AGREEMENT** terms. Terms 5 through 10, of the original **OWNER’S AGREEMENT** shall remain in full force and effect.

1) In consideration whereof, the **BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO** and the **OWNER** hereby approve this **FIRST AMENDMENT TO THE OWNER’S AGREEMENT**.

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

16

RESOLUTION NO. 18-984

IN THE MATTER OF APPROVING A DEVELOPER’S AGREEMENT FOR THE RAVINES OF THE OLENTANGY – CURVE ROAD CONTRIBUTION:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for The Ravines of The Olentangy – Curve Road Contribution;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for The Ravines of The Olentangy – Curve Road Contribution as follows:

DEVELOPER’S AGREEMENT

THIS AGREEMENT made and entered into this 10th day of September, 2018, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **COLTS RUN DEVELOPMENT LLC**, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as The Ravines of the Olentangy (the “Development”), which will include a new roadway access to Curve Road and contribute to the need for improvements to Curve Road or other roadways in the vicinity of the Development in Delaware Township, which shall be constructed by the **COUNTY or TOWNSHIP** (the “Improvements”).

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- 2) Upon execution of this **AGREEMENT**, the **OWNER** shall pay to the **COUNTY FOUR HUNDRED ELEVEN THOUSAND NINE HUNDRED DOLLARS (\$411,900)**, mutually agreed to be the **OWNER’S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Curve Road, or any other public roadway in the vicinity thereof, benefitting the Development. The **COUNTY** and the **OWNER** mutually agree that the financial contribution required in this paragraph shall be the **OWNER’S** total contribution toward the Improvements and that the **OWNER** shall have no further obligations for improvements to County or Township roads for the full build out of the Development.
- 3) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY’S** right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 4) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.
- 5) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 6) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

17

RESOLUTION NO. 18-985

IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING THE SURETY FOR HEATHERS AT GOLF VILLAGE SECTION 2:

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Heathers at Golf Village Section 2 (“Subdivision”) and finds them to be constructed in accordance with the approved plans; and

WHEREAS, the Engineer recommends that the following Roadways within the Subdivision be accepted into the public system:

- An addition of 0.06 mile to Township Road Number 1678, Pasture Ridge Drive
- An addition of 0.10 mile to Township Road Number 1679, Beechwood Drive
- An addition of 0.06 mile to Township Road Number 1681, Valley Oak Drive
- An addition of 0.07 mile to Township Road Number 1684, Emerald Ash Drive
- Prairie Knoll Drive, to be known as Township Road Number 1711
- Rocky Fork Drive, to be known as Township Road Number 1712

WHEREAS, the Engineer also recommends that a 25 mph speed limit be established throughout the Subdivision; and

WHEREAS, the Engineer also requests that stop conditions be established at the following intersections within the Subdivision:

- On Township Road Number 1681, at its intersection with Township Road Number 1679, Beechwood Drive
- On Township Road Number 1684, Emerald Ash Drive, at its intersection with Township Road Number 1679, Beechwood Drive
- On Township Road Number 1711, Prairie Knoll Drive, at its intersection with Township Road Number 1681, Valley Oak Drive
- On Township Road Number 1712, Rocky Fork Drive, at its intersections with Township Road Number 1678, Pasture Ridge Drive, and Township Road Number 1711, Prairie Knoll Drive

WHEREAS, the Engineer also requests approval to return the bond being held as maintenance surety to the owner, Pulte Homes of Ohio, LLC;

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 roads, approves speed

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limits, establishes stop conditions, and returns surety to the owner in accordance with the Engineer’s recommendations stated herein.

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

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RESOLUTION NO. 18-986

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR HOWARD FARMS SECTION 1, PHASE A AND HOWARD FARMS SECTION 1, PHASE B:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Howard Farms Section 1, Phase A and Howard Farms Section 1, Phase B;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Howard Farms Section 1, Phase A and Howard Farms Section 1, Phase B.

Howard Farms Section 1, Phase A

OWNER’S AGREEMENT
PROJECT NUMBER: 7004

THIS AGREEMENT, executed on this 10th day of September, 2018 between **HOMEWOOD CORPORATION**, hereinafter called **‘OWNER’** and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **HOWARD FARMS SECTION 1, PHASE A**, further identified as Project Number 7004 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:

1. 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.
2. 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.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY THOUSAND DOLLARS (\$60,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER’S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be

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done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto.**

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS.**

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER.** All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS,** as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer.**

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT.**

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$2,022,200
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 202,220
INSPECTION FEE DEPOSIT	\$ 60,000

Howard Farms Section 1, Phase B

OWNER'S AGREEMENT
PROJECT NUMBER: 8062

THIS AGREEMENT, executed on this 10th day of September, 2018 between **HOMEWOOD CORPORATION,** hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS),** for the project described as **HOWARD FARMS SECTION 1, PHASE B,** further identified as Project Number 8062 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:

1. 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.
2. 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.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto.** The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit SIXTEEN THOUSAND DOLLARS (\$16,000) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Delaware County Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$556,100
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 55,600
INSPECTION FEE DEPOSIT	\$ 16,000

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

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RESOLUTION NO. 18-987

IN THE MATTER OF APPROVING THE REMOVAL OF AN ACCESS RESTRICTION ON THE WALNUT GROVE ESTATES SUBDIVISION SECTION 2 PLAT:

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

WHEREAS, the plat for Walnut Grove Estates Section 2 Subdivision (the "Subdivision") was approved with an access restriction on Lot 7518, 5195 Worthington Road, Westerville, Ohio (the "Lot"); and

WHEREAS, as a result of said restriction, no vehicular access was permitted onto Worthington Road from the Lot without approval by the Delaware County Engineer (the "Engineer"); and

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WHEREAS, the owner of the Lot, Vincent Romanelli, has requested the Engineer remove said restriction and grant access from Worthington Road to the Lot; and

WHEREAS, the Engineer has agreed to remove said restriction and requests that the Board of Delaware County Commissioners (the "Board") approve the removal and authorize the addition of a marginal notation on the plat of the Subdivision recorded in Official Record 822, Pages 2860-2862, inclusive, in the Delaware County Recorder's Office, removing said restriction;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners hereby approves the removal of the access restriction on the Lot and authorizes the addition of a marginal notation to the plat for Walnut Grove Estates Section 2 Subdivision to memorialize the removal of the restriction on vehicular access from Lot 7518 onto Worthington Road;

BE IT FURTHER RESOLVED that the Clerk of the Board is directed to certify a copy of this Resolution to the Delaware County Recorder for recordation.

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

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RESOLUTION NO. 18-988

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

It was moved by Mrs. Lewis, seconded by Mr. Benton 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
U18-117	AEP	South Old 3 C Highway	Install, remove & replace poles
U18-118	Del-Co Water	Robins Road	Road bore & install waterline
U18-119	Del-Co Water	Green Cook Road	Road bore & install waterline
U18-120	Consolidated Electric	Penn Road	Install buried fiber optic cable
U18-121	Consolidated Electric	Russell Road	Install cable on existing pole
U18-122	Consolidated Electric	Penn Road	Install cable on existing pole
U18-123	Spectrum	Concord Road	Road bore
U18-124	Aspire Energy	Red Bank Road	Install gas main

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-The Annual Horse Parade was canceled for weather concerns.
-Attended the CEBCO renewal meeting on Friday.
-The President of Otterbein University will be here to visit today.
-The Land Bank meeting will be held tomorrow.
-The TID meeting scheduled for Wednesday morning has been canceled.
-The annual list of the Most Dangerous Intersections was released. The list did not include any county roads.

Commissioner Merrell
-Would like to thank Diane Winters for making the right call in canceling the All Horse Parade.

Commissioner Lewis
-Attended an Alpha Group event showcasing their covered gathering area that was partially funded by the Community Enhancement Grant.

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-This past Saturday had the privilege of speaking at the Fallen Heroes Memorial in Sunbury.

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RESOLUTION NO. 18-989

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; PROMOTION; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

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 appointment; employment; promotion; compensation of a public employee or public official; to consider the purchase of property for public purposes.

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

RESOLUTION NO. 18-990

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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners