

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018

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

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

10:00 A.M. Final Hearing For The Thomas #9 Watershed Drainage Improvement Project:

1
 RESOLUTION NO. 18-1135

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 15, 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 October 15, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 18-1136

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1017:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1017 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Buckeye Ranch	JFS Residential	22511607-5342	\$119,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1805012	BUCKEYE RANCH INC	RESIDENTIAL FOSTER & CARE 3RD AMENDMENT	22511607 - 5342	\$119,000.00
R1805297	BLUES AUTO SERVICE INC	REPAIR '15 FORD F-150	60111901 - 5370	\$ 6,217.93
R1805336	JD EQUIPMENT INC	JOHN DEERE GATOR AND SNOW PLOW	66211903 - 5450	\$ 21,762.54
R1805336	JD EQUIPMENT INC	JOHN DEERE GATOR AND SNOW PLOW	66211904 - 5450	\$ 21,762.54
R1805338	B L ANDERSON COMPANY INC	ABB DRIVES FOR ACWRF NON-POTABLE PUMPS	66611904 - 5450	\$ 9,669.00
R1805409	LIVE WELLNESS CENTER LTD	PASSS PSYCHOTHERAPY	22511607 - 5350	\$ 6,100.00
R1805425	I-CON SYSTEMS INC	STAINLESS STEEL MIRRORS	10011105 - 5201	\$ 9,999.75

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

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018

5

RESOLUTION NO. 18-1137

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Adult Court Services Department is requesting that Matt Proto attend a Supreme Court Specialized Docket Conference in Columbus, Ohio from October 11-12, 2018 at the cost of \$75.00 (fund number 25622303).

The Communications Department is requesting that Jane Hawes attend a Government Social Media Conference in Nashville, TN from April 1-4, 2019 at the cost of \$1,908.82 (fund number 1001139).

The Code Compliance Department is requesting that Joseph Amato, Ross Bigelow, Dave Diehl and Andrew Shorter attend a Sprinkler and Fire Alarm Systems Seminar in Worthington, Ohio on November 20, 2018 at no cost.

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

6

RESOLUTION NO. 18-1138

IN THE MATTER OF PROCLAIMING OCTOBER 21-27 AS TEEN DRIVER SAFETY WEEK IN DELAWARE COUNTY:

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

WHEREAS, the week of October 21-27, 2018, is National Teen Driver Safety Week; and

WHEREAS, the SAFE Teen Driver Safety Task Force recognizes this week as a way raise awareness about motor vehicle crashes being the leading cause of death for Delaware County teens age 15 to 19; and

WHEREAS, in Delaware County in 2017, 31% of all fatal car crashes and 40% of all serious injury car crashes involved young drivers; and

WHEREAS, in 2017, young drivers represented over 5% of licensed drivers yet were involved in 29% of the crashes that occurred in Delaware County; and

WHEREAS, in 2017, there was a total of 972 Delaware County Juvenile Traffic court cases with 41% resulting in speeding violations and 17% due to not providing assured clear distance; and

WHEREAS, teens are more likely than older drivers to underestimate dangerous situations or not be able to recognize hazardous situations; and

WHEREAS, the Graduated Driver Licensing Law has been implemented in Ohio to reduce motor vehicle crashes among teen drivers. Studies have shown decreases in teen crash rates and crash-related fatality rates following enactment of the Graduated Driver Licensing Law; and

WHEREAS, nearly 75% of parents are uninformed about the Ohio Graduated Driver Licensing Law, which is designed to limit high risk driving situations for teen drivers and to increase adult supervision;

NOW, THEREFORE, WE, the Delaware County Board of Commissioners, do hereby proclaim the week of October 21-27, 2018, as Teen Driver Safety Week, and call upon the people of Delaware County to observe this week by serving as good driver role models on all of our county roadways.

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

7

RESOLUTION NO. 18-1139

IN THE MATTER OF GRANTING THE PETITION TO VACATE THE DRAINAGE IMPROVEMENTS FOR THE FROG HOLLOW SUBDIVISION:

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

WHEREAS, on October 13, 2014, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 14-1170, approving a ditch maintenance petition and the ditch maintenance assessments for Frog Hollow Subdivision; and

WHEREAS, on September 19, 2018, a Drainage Vacation Petition was filed with the Board, requesting

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018

vacation of the drainage improvements approved in Resolution No. 14-1170; and

WHEREAS, the petitioners represent 100% of the owners currently assessed for and benefiting from the drainage improvements to be vacated and have waived their rights to a viewing and public hearings; and

WHEREAS, the Delaware County Engineer and the Delaware Soil & Water Conservation District jointly recommend granting the Drainage Vacation Petition;

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

Section 1. The Board hereby grants the Drainage Vacation Petition, having found and determined that the vacation satisfies all statutory criteria, pursuant to Chapter 6131 of the Revised Code.

Section 2. The Board hereby orders the refund of any collected and unexpended balance of annual maintenance assessments for the drainage improvements vacated herein.

Section 3. The Board hereby orders that all maintenance for the drainage improvements vacated herein shall cease and that the easements for the purpose of constructing, operating and/or maintaining storm sewers, culverts, storm water drainage swales, retention/detention basins and/or other storm water drainage facilities, including ingress and egress thereto, shall also be vacated.

Section 4. The Clerk of the Board shall cause this Resolution to be recorded in the Office of the Delaware County Recorder.

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

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

8
RESOLUTION NO. 18-1140

IN THE MATTER OF VACATING DRAINAGE EASEMENTS ON, OVER, AND ACROSS LOT 550, FROG HOLLOW SUBDIVISION:

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

WHEREAS, the Delaware County Engineer has received a request from Gregory A. and Ronda L. Lyman, the owners of Lot 550 in Frog Hollow Subdivision, Harlem Township, to vacate certain drainage easements as recorded on the Frog Hollow Subdivision plat (Book 1315, Pages 1077–1078; PC 4, Slides 38–38B) and in OR 1331, Page 1006–1009, being on, over and across said Lot 550; and

WHEREAS, the Delaware County Engineer has determined that the easements are not required and that vacating the easements will allow the owners to develop the property without encroaching into the Drainage Easements; and

WHEREAS, the Delaware County Engineer recommends vacating the Drainage Easements as described below and to include a marginal reference on the Plat of Record in Book 1315, Page 1078, and Plat Cabinet 4, Slide 38B, of this action to vacate these easements;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves vacating the forty foot (40') Drainage Easements on Lot 550 as depicted on the Frog Hollow Subdivision plat (Book 1315, Pages 1077–1078; PC 4, Slides 38–38B) and the Drainage Easement granted to the Board of Commissioners of Delaware County, Ohio and recorded in OR 1331, Page 1006–1009;

BE IT FURTHER RESOLVED that the Clerk of the Board shall cause this Resolution to be recorded in the Office of the Delaware County Recorder.

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

9
RESOLUTION NO. 18-1141

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR MAPLE GLEN:

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018**

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Maple Glen;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Maple Glen:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 18th day of October 2018, by and between **Highland Africa, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Maple Glen** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvements Plan for Maple Glen**, dated **September 12, 2018**, and approved by the County on **October 15, 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 **14** 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 (**\$166,223.10**) 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 **Maple Glen**.

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 Sewer Improvements for Maple Glen (\$5,817.80)**. 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 Improvements for Maple Glen (\$14,128.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018**

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 Improvements for Maple Glen** 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:

- (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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018**

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 Mrs. Lewis Aye Mr. Benton Aye

11

RESOLUTION NO. 18-1142

IN THE MATTER OF AWARDING THE BID TO AND APPROVING A CONTRACT WITH PETERSON CONSTRUCTION COMPANY FOR THE ALUM CREEK WATER RECLAMATION FACILITY PROCESS IMPROVEMENTS UPGRADE:

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

WHEREAS, sealed bids for the Alum Creek Water Reclamation Facility Process Improvements Upgrade were received by the County of Delaware, Ohio at the Office of the Sanitary Engineer at 10:00 o'clock a.m. local time, September 14, 2018; and

WHEREAS, four (4) bids were received, with Peterson Construction Company submitting the lowest and best bid; and

WHEREAS, the Sanitary Engineer recommends awarding the bid to and approving a contract with Peterson Construction Company

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

Section 1. The bid for the Alum Creek Water Reclamation Facility Process Improvements Upgrade is hereby awarded to Peterson Construction Company. The Sanitary Engineer shall prepare the necessary Notice of Award and submit to the Contractor for execution.

Section 2. The following agreement with Peterson Construction Company is hereby approved:

SECTION 00520

DELAWARE COUNTY REGIONAL SEWER DISTRICT

ALUM CREEK WATER RECLAMATION FACILITY
PROCESS IMPROVEMENTS UPGRADE

AGREEMENT

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018**

THIS AGREEMENT is by and between the Delaware County Board of Commissioners, Delaware County, Ohio 101 North Sandusky Street Delaware, Ohio 43015 (hereinafter called Owner) and Peterson Construction Company, 18817 S.R. 501 N., Wapakoneta, Ohio 45895 (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall at its own cost and expense furnish all labor, services, tools, materials, equipment, and incidentals necessary to complete all Work as specified or indicated in the Contract Documents to construct the Alum Creek Water Reclamation Facility Process Improvements Upgrade. The Work is generally described in Section 01110, Summary of Work of the General Requirements.

ARTICLE 2 – PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
1. Demolition of existing aeration tank mixing equipment and appurtenances. Installation of new aeration tank mixing equipment, appurtenances, material, and concrete access walkways
 2. Demolition of existing process air piping, valve, and appurtenances located in valve vaults associated with individual aeration tank passes. Installation of new process air piping, valves, appurtenances, and material for process aeration control.
 3. Demolition of existing process air piping, valves, and appurtenances associated with individual process aeration drop legs. Installation of new process air piping, valves, appurtenances, and material.
 4. Installation of electric actuator, appurtenances, and material on aeration blower inlet valve.
 5. Modifications to the existing blower building louvers.
 6. Demolition of existing process air piping, valves, and appurtenances associated with solids holding tanks. Installation of new process air piping, diffusers, valves, appurtenances, and material.
 7. Electrical and instrumentation improvements required for the incorporation of new Work.
 8. Replacement of existing SCADA system with new hardware, software, programming, and configuration.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Hazen and Sawyer, 150 E. Campus View Blvd, Suite 133, Columbus, OH 43235 (hereinafter called Engineer), which is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Payment
- A. The Work shall be substantially completed within 455 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 485 days from the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
- A. Owner and Contractor recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss, apart from the costs described in Paragraph 4.04.A, if the Work is not substantially completed within the time specified in Paragraph 4.02.A for Substantial Completion, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion (adjusted for changes thereof, if any, made in accordance with Article 11 of the General Conditions) until the Work is substantially complete.
- 4.04 Special Damages

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018**

- A. In addition to the amount provided for liquidated damages, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed by Owner relative to the Work for each day that expires after the days specified in Paragraph 4.02.A for Substantial Completion (adjusted for changes thereof, if any, made in accordance with Article 11 of the General Conditions) until the Work is substantially complete.
 - B. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or proper extension thereof, if any, granted by Owner, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed by Owner relative to the Work for each day that expires after the time specified in Paragraph 4.02.A for Work to be completed and ready for final payment (adjusted for extensions thereof, if any, made in accordance with Article 11 of the General Conditions) until the Work is completed and ready for final payment.
- 4.05 Owner may deduct liquidated damages and special damages as determined by the provisions of this Article 4 from progress payments due Contractor under this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor, in current funds, for completion of the Work in accordance with the Contract Documents the prices stated in Contractor's Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
- A. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. Contractor's Applications for Payment will be due on the last day of each month, or as otherwise mutually agreed by Owner and Contractor, during performance of the Work as provided in Paragraph 6.02.A.1. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in the General Conditions. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than \$5,000.
 1. Progress payments will be made in accordance with Section 153.12 of the Ohio Revised Code except as noted below.
 2. Owner shall retain an amount in accordance with Sections 153.12, 153.13, 153.14, and 153.63 of the Ohio Revised Code, except as noted below. The retained funds will be paid 120 days from the Final Estimate or acceptance if the Contract has been faithfully performed.
 3. Retainage will be held at 8 percent of the labor cost up to 50 percent of the total value of the Contract.
 4. Retainage will be held at 8 percent of the materials cost delivered to the Site, but not installed. Once material is installed in correct location, the retained funds for materials will be paid in accordance with Ohio Revised Code.
 5. Certified payrolls shall be submitted with each pay estimate.
- 6.03 Final Payment:
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- A. All moneys not paid when due hereunder as allowed by the Ohio Revised Code and stated in the Agreement shall be deposited in a joint escrow account with the Owner and the Contractor required to co-sign for any withdrawals. The savings institution shall be selected by the Owner. The savings institutions

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018**

shall be an Ohio Banking Association organized and existing under the laws of the State of Ohio and acceptable to the Contractor. The type of account shall be selected by the Contractor. All interest and principal arising from moneys due the Contractor shall be paid to Contractor upon completion of the Contract in accordance with Section 153.13 of the Ohio Revised Code.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 As part of the inducement for Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to the Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable “technical data”, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable “technical data”.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 1. The cost, progress, and performance of the Work;
 2. The means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and;
 3. Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 The Contract Documents consist of the following:
- A. This Agreement
 - B. Contract Security.
 - C. Conditions of the Contract.
 - D. Specifications, as listed in the table of contents of the Project Manual.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018**

- E. The Drawings bound to the Project Manual, comprising a set entitled “Alum Creek Water Reclamation Facility Process Improvements Upgrade”, and including the following:
 - 1. Sheets number 1 through 63.
- F. Addenda consisting of Numbers ___1___ to ___2___, inclusive.
- G. The following, which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 - 1. Notice to Proceed.
 - 2. Work Change Directive(s)
 - 3. Change Order(s)
 - 4. Field Order(s)

9.02 The documents listed in Paragraph 9.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference. There are no Contract Documents other than those listed in this Article 9.

9.03 The Contract Documents may only be amended or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents, held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Waiver

- A. The waiver by the Owner of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation, or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the Owner which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor of any term, covenant, condition of this Agreement or of any applicable Law or Regulation.

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018

10.06 Contractor’s Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made to:
 - a. influence the bidding process or the execution of the Contract to the detriment of Owner,
 - b. establish Bid or Contract prices at artificial non-competitive levels, or
 - c. deprive Owner of the benefits of free and open competition.
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm directly or indirectly persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement on the day and year first written above.

This Agreement will be effective on October 18, 2018 (which is the Effective Date of the Agreement).

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

12

RESOLUTION NO. 18-1143

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR OHIO START PROGRAM GRANT FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Grant Name:	Ohio START (Sobriety, Treatment, and Reducing Trauma)
Source:	Victim of Crime Act (VOCA) funds
Grant Period:	October 2018 – September 2019
Grant Amount:	\$114,459.38
Local Match:	<u>\$ 38,153.14</u>
Total Grant Amount:	\$152,612.52

The Grant Ohio START (Sobriety, Treatment, and Reducing Trauma) is an intervention program that provides specialized victim services, such as intensive trauma counseling, to children who have suffered victimization with substance abuse of a parent being the primary risk factor. The program also assists parents of children referred to the program with their path to recovery from addiction.

For the matching funds JFS is currently working with Mental Health and Recovery Services Board pending Board approval, and agency in-kind contributions

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

13

RESOLUTION NO. 18-1144

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE RECORDS CENTER:

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

Transfer of Appropriations

From:	To:	
10011102-5319	10011103-5001	22,500.00
Commissioners General/Reimbursement	Records Center/Compensation	
10011102-5319	10011103-5101	3,000.00
Commissioners General/Reimbursement	Records Center/Health Insurance	

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018**

10011102-5319	10011103-5102	300.00
Commissioners General/Reimbursement	Records Center/Workers Comp	
10011102-5319	10011103-5120	3,700.00
Commissioners General/Reimbursement	Records Center/OPERS	
10011102-5319	10011103-5131	350.00
Commissioners General/Reimbursement	Records Center/Medicare	

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

15

RESOLUTION NO. 18-1145

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO PREPARE DRAFT RESOLUTIONS AND SEND ALL NECESSARY NOTICES RELATED TO EXEMPTIONS TO BE CONSIDERED PURSUANT TO R.C. 5709.78:

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

WHEREAS, Ohio Revised Code Sections 5709.77 to 5709.80 (collectively, the “TIF Statutes”) authorize the legislative authority of a county, by resolution, to declare the improvement to parcels of real property located within the unincorporated territory of the county to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a redevelopment tax equivalent fund for the deposit of the those service payments, and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, Ohio Revised Code Sections 5709.78 and 5709.83 require that notices of the proposed resolutions be delivered to the Boards of Education of the Olentangy Local School District and the Delaware Area Career Center;

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

Section 1. The County Administrator is hereby authorized to prepare draft resolutions and send all necessary notices related to the following exemptions to be considered pursuant to R.C. 5709.78: (a) OSU Medical-Home Road TIF; (b) Orange Road TIF; and (c) Evans Farm TIF.

Section 2. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

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

16

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports

17

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis
-Attended the People In Need annual meeting. They are doing a great job helping those in need.

Commissioner Benton
-Attended the People In Need annual meeting.
-Will be attending the Records Commission meeting tomorrow morning.

Commissioner Merrell
-Attended an awards ceremony at the Board of Elections for two poll workers. The PEO Red Carpet Carpet award, from the Secretary of State, was awarded to Larry Fraker and John Rybka.
-Received an email from Genoa Township asking our County Administrator Mike Frommer plus a commissioner attend a township meeting in November to talk about the EMS Master Plan. Commissioner Merrell suggested Commissioner Lewis attend the meeting since it was her home township. Commissioner Lewis would like to talk to a couple of the trustees before committing to attending a meeting.

14

RESOLUTION NO. 18-1146

10:00 A.M. FINAL HEARING FOR THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018**

PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Benton to open the hearing at 10:02 A.M.

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

14 continued

RESOLUTION NO. 18-1147

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

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

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

14 continued

RESOLUTION NO. 18-1148

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Benton to close the hearing at 11:04 A.M.

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

14 continued

**Thomas #9 Main Part
RESOLUTION NO. 18-1149**

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE MAIN PART OF THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

Whereas, on April 29, 2016, a Drainage Improvement Petition For The Thomas #9 Watershed Drainage Improvement Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on October 13, 2016 with Resolution #16-1038 found in favor of the improvement and directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules for The Thomas #9 Watershed Drainage Improvement Petition Project; and

Whereas, the Board on October 18, 2018, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Main Part of The Thomas #9 Watershed Drainage Improvement Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

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

The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

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

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018

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

14 continued

Thomas #9 Main Part

RESOLUTION NO. 18-1150

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE MAIN PART OF THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

Whereas, the Board on October 18, 2018, held a final public hearing and with resolution NO. 18-1149 found affirming order for The Main Part of the Thomas #9 Watershed Drainage Improvement Project; and

Whereas, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments.

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

The Board hereby approves The Main Part of The Thomas #9 Watershed Drainage Improvement Project assessments prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, and

FURTHER BE IT RESOLVED, That the Board fixes month-day-year as the date and time for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio, and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will up front the remaining cost of the Construction and Commissioners will no longer borrow the money.

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

14 continued

Lewis #130 Lateral

RESOLUTION NO. 18-1151

IN THE MATTER OF THE COMMISSIONERS SETTING ASIDE THE ORDER FOR AND DISMISSING THE LEWIS #130 LATERAL OF THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PROJECT DUE TO ONE OR MORE OF THE FOLLOWING REASONS: THE COST EXCEEDS THE BENEFITS OF THE PROJECT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve setting aside the order for and dismissing The Lewis #130 Lateral of the Thomas #9 Watershed Drainage Improvement Project due to one or more of the following reasons: the cost exceeds the benefits of the project; the project is not necessary or the project is not conducive to the public welfare.

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

14 continued

Lewis #130 Lateral

RESOLUTION NO. 18-1152

IN THE MATTER OF ORDERING THAT THE COSTS FOR THE PROCEEDINGS OF THE LEWIS #130 LATERAL OF THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PROJECT,

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018

INCLUDING THE COST INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE HEARING:

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

The Board of Commissioners of Delaware County, State of Ohio hereby orders that the costs for the proceedings of the Lewis #130 Lateral of the Thomas #9 Watershed Drainage Improvement Project, including the cost incurred by the Board of Commissioners, the County Engineer and the Delaware Soil and Water Conservation District in making surveys, plans, reports and schedules will be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing, and that the land owners shall be given the option to pay the cost in a single installment or over two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land in the watershed, to pay the cost incurred for the Thomas #9 Watershed Drainage Improvement Project, process. No interest shall be charged on the installments.

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

18

RESOLUTION NO. 18-1153

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment of a public employee or public official; for pending or imminent litigation.

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

RESOLUTION NO. 18-1154

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2018**

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners