

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 11, 2019

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

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

1
RESOLUTION NO. 19-652

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 8, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 8, 2019; 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
RESOLUTION NO. 19-653

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0710 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0710:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0710, memo transfers in batch numbers MTAPR0710 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1903504	BOARD OF DEVELOPMENTAL DISABILITIES	HELP ME GROW 07 2019-12 2019	70161606 - 5348	\$274,619.00
R1903731	POWER SOLUTIONS GROUP LTD	ARC FLASH STUDY	10011302 - 5301	\$49,999.00
R1903784	TREASURER,STATE OF OHIO	HYATTS ROAD PS AND FM PROJECT - PERMIT TO INSTALL	66711900 - 5410	\$15,100.00
R1903811	SOURCEPOINT	EMS SERVICE COORDINATION	10011303 - 5301	\$23,400.00

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

4
RESOLUTION NO. 19-654

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Captain Jen Cochran attend a Fire Service Behavioral Health class in Denver, Colorado from September 5-7, 2019 at the cost of \$900.00 (fund number 10011303).

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

Resolution No. 19-655 was not utilized.

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RESOLUTION NO. 19-656

IN THE MATTER OF RECOGNIZING SEPTEMBER 2019 AS PROSTATE CANCER AWARENESS MONTH:

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

WHEREAS, this year approximately 174,650 men will be diagnosed with prostate cancer in the United States alone every year – that’s one man every 3.2 minutes and roughly 31,620 die this year from the disease – which is 87 men everyday; and

WHEREAS, in Ohio an estimated 5,340 new cases of prostate cancer will be diagnosed and an estimated 1,130 deaths will occur in 2019; and

WHEREAS, Men with relatives – father, brother, son – with a history of prostate cancer are twice as likely to develop the disease; and

WHEREAS, Prostate cancer is most commonly diagnosed cancer in American Men and the second leading cause of cancer death behind lung and colon cancer; and

WHEREAS, Men who served in the military who have been exposed to chemicals and herbicides are at a higher risk for developing prostate cancer; and

WHEREAS, 1 in 9 men are diagnosed with prostate cancer in his lifetime. Overall, African American men are 1.7 times more likely to be diagnosed with—and 2.3 times more likely to die from—prostate cancer than white men; and

WHEREAS, Education regarding prostate cancer and early detection strategies is critical to saving lives, preserving, and protecting our families. The economic and social hardship it has on the families is huge; and

WHEREAS, Nearly 3 million men in the U.S. are living with a prostate cancer diagnosis; that number is estimated to climb to 4 million by 2024 as men in the baby boomer generation age; and

WHEREAS, all men are at risk for prostate cancer and The Delaware County Commissioners encourage the citizens of Delaware County to recognize the importance of prostate screenings.

NOW, THEREFORE, BE IT RESOLVED BY THE DELAWARE COUNTY COMMISSIONERS: That this Board recognizes September 2019 as Prostate Cancer Awareness month.

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

6

RESOLUTION NO. 19-657

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT CDBG HOUSING REVOLVING LOAN FUND (RLF) SEMI-ANNUAL REPORT TO THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

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

WHEREAS, the Ohio Development Services Agency has provided financial assistance to Delaware County through CDBG Housing RLF; and

WHEREAS, the Board of Commissioners is required to submit a semi-annual CDBG Housing RLF Report to the ODSA OCD;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners approves and authorizes the President of the Board to sign the CDBG Housing Semi-Annual Report for December 31, 2018 to June 30, 2019.

Section 2. The Board of Commissioners authorizes the submittal of CDBG Housing RLF Semi-Annual Report for the period of December 31, 2018 to June 30, 2019 to the Ohio Development Services Agency, Office of Community Development.

Section 3. The Economic Development Coordinator is directed to submit the Semi-Annual Reports to ODSA OCD.

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

7
RESOLUTION NO. 19-658

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (CDBG ED RLF) SEMI-ANNUAL REPORT TO THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

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

WHEREAS, the Ohio Development Services Agency provides financial assistance to Delaware County through the CDBG ED RLF; and

WHEREAS, the Board of Commissioners is required to submit a semi-annual CDBG ED RLF Report to the ODSA OCD;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners approves and authorizes the President of the Board to sign the CDBG ED RLF Semi-Annual Report for December 31, 2018 to June 30, 2019.

Section 2. The Board of Commissioners authorizes the submittal of CDBG ED RLF Semi-Annual Report for the period of December 31, 2018 to June 30, 2019 to the Ohio Development Services Agency, Office of Community Development.

Section 3. The Economic Development Coordinator is directed to submit the Semi-Annual Report to ODSA OCD.

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

8
RESOLUTION NO. 19-659

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER AGREEMENTS FOR THE HEATHERS AT GOLF VILLAGE SECTION 4 AND NORTHSTAR – GOLDWELL NEIGHBORHOOD SECTION 1:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider Agreements for The Heathers at Golf Village Section 4 and Northstar – Goldwell Neighborhood Section 1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider Agreements for The Heathers at Golf Village Section 4 and Northstar – Goldwell Neighborhood Section 1:

The Heathers at Golf Village Section 4

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 11th day of July 2019, by and between **Pulte Homes of Ohio**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Final Subdivision Plat for The Heathers at Golf Village Section 4** 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 for The Heathers at Golf Village Section 4**, dated **February 12, 2019**, and approved by the County on **May 16, 2019**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

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There are **20** 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 (**\$133,259.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____

Date _____

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvements for The Heathers at Golf Village 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 Sewer Improvements for The Heathers at Golf Village Section 4 (\$4,664.07)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight 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 The Heathers at Golf Village Section 4 (\$11,327.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvements for The Heathers at Golf Village 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.

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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 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

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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.

Northstar – Goldwell Neighborhood Section 1

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

SECTION I: INTRODUCTION

This Agreement is entered into on this 11th day of July 2019, by and between **Nationwide Realty Investors**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Northstar – Goldwell Neighborhood Section 1** 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 Sewer Improvement Plans for Northstar – Goldwell Neighborhood Section 1**, dated **April 18, 2019**, and approved by the County on **May 2, 2019**, 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 **50** 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

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 (**\$231,799.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____ Date _____

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Northstar – Goldwell Neighborhood Section 1**.

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 (**\$8,113.00**). The Subdivider shall also pay the Delaware County Sanitary Engineer eight percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plans for Northstar – Goldwell Neighborhood Section 1** (**\$19,703.00**). The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or

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constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight percent (8½%), the County may require, and the Subdivider shall pay additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvement Plan for Northstar – Goldwell Neighborhood Section 1** 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 Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

**9
RESOLUTION NO. 19-660**

**IN THE MATTER OF ADOPTING MARKET UPDATES FOR THE DELAWARE COUNTY
COMPENSATION MANAGEMENT SYSTEM FOR 2019:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 98-483, establishing the Delaware County Compensation Management System; and

WHEREAS, the Board consulted with Fishel Downey Albrecht and Riepenhoff, LLP, to perform a market review of the wage charts, which was completed and submitted to the Board; and

WHEREAS, the County Administrator, Deputy County Administrator, and Director of Business Operations and Financial Management jointly recommend amending the wage charts under the Delaware County Compensation Management System;

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

Section 1. The Board hereby approves amending the wage charts under the Delaware County Compensation Management System, effective July 13, 2019, as follows:

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PAT			
Level	Min	Max	Increment
1	\$ 12.93	\$ 17.45	Hourly
	\$ 26,884.00	\$ 36,293.40	Annually
2	\$ 14.58	\$ 19.68	Hourly
	\$ 30,316.00	\$ 40,926.60	Annually
3	\$ 16.33	\$ 22.05	Hourly
	\$ 33,966.40	\$ 45,854.64	Annually
4	\$ 17.44	\$ 23.54	Hourly
	\$ 36,264.80	\$ 48,957.48	Annually
5	\$ 20.14	\$ 27.19	Hourly
	\$ 41,893.28	\$ 56,555.93	Annually
6	\$ 23.27	\$ 31.41	Hourly
	\$ 48,391.20	\$ 65,328.12	Annually
7	\$ 24.23	\$ 32.72	Hourly
	\$ 50,406.72	\$ 68,049.07	Annually

Code Compliance			
Level	Min	Max	Increment
1	\$ 20.46	\$ 27.63	Hourly
	\$ 42,566.16	\$ 57,464.32	Annually
2	\$ 24.68	\$ 33.31	Hourly
	\$ 51,324.00	\$ 69,287.40	Annually
3	\$ 26.72	\$ 36.08	Hourly
	\$ 55,582.80	\$ 75,036.78	Annually
4	\$ 26.78	\$ 36.15	Hourly
	\$ 55,692.00	\$ 75,184.20	Annually
5	\$ 29.66	\$ 40.04	Hourly
	\$ 61,698.00	\$ 83,292.30	Annually
6	\$ 32.07	\$ 43.29	Hourly
	\$ 66,699.36	\$ 90,044.14	Annually
7	\$ 36.75	\$ 49.61	Hourly
	\$ 76,440.00	\$ 103,194.00	Annually

Enviornmental Services Engineers			
Level	Min	Max	Increment
1	\$ 26.92	\$ 36.34	Hourly
	\$ 55,994	\$ 75,591	Annual
2	\$ 32.69	\$ 44.13	Hourly
	\$ 67,995	\$ 91,794	Annual
3	\$ 36.78	\$ 49.65	Hourly
	\$ 76,502	\$ 103,272	Annual

SMTS			
Level	Min	Max	Increment
1	\$ 21.68	\$ 29.27	Hourly
	\$ 45,094	\$ 60,882	Annual
2	\$ 24.72	\$ 33.37	Hourly
	\$ 51,418	\$ 69,410	Annual
3	\$ 25.44	\$ 34.34	Hourly
	\$ 52,915	\$ 71,427	Annual
4	\$ 26.78	\$ 36.15	Hourly
	\$ 55,702	\$ 75,192	Annual
5	\$ 28.84	\$ 38.93	Hourly
	\$ 59,987	\$ 80,974	Annual
6	\$ 31.25	\$ 42.19	Hourly
	\$ 65,000	\$ 87,750	Annual
7	\$ 36.78	\$ 49.65	Hourly
	\$ 76,505	\$ 103,282	Annual

LTC			
Level	Min	Max	Increment
1	\$ 13.50	\$ 18.23	Hourly
	\$ 28,080	\$ 37,908	Annual
2	\$ 15.90	\$ 21.47	Hourly
	\$ 33,072	\$ 44,647	Annual
3	\$ 17.33	\$ 23.40	Hourly
	\$ 36,046	\$ 48,663	Annual
4	\$ 17.88	\$ 24.14	Hourly
	\$ 37,190	\$ 50,207	Annual
5	\$ 20.34	\$ 27.46	Hourly
	\$ 42,307	\$ 57,115	Annual
6	\$ 21.39	\$ 28.88	Hourly
	\$ 44,491	\$ 60,063	Annual

RSD			
Level	Min	Max	Increment
1	\$ 16.89	\$ 22.80	Hourly
	\$ 35,135.36	\$ 47,432.74	Annually
2	\$ 17.82	\$ 24.06	Hourly
	\$ 37,063.52	\$ 50,035.75	Annually
3	\$ 18.85	\$ 25.45	Hourly
	\$ 39,205.92	\$ 52,927.99	Annually
4	\$ 19.98	\$ 26.98	Hourly
	\$ 41,562.56	\$ 56,109.46	Annually
5	\$ 21.17	\$ 28.57	Hourly
	\$ 44,026.32	\$ 59,435.53	Annually
6	\$ 22.45	\$ 30.31	Hourly
	\$ 46,704.32	\$ 63,050.83	Annually

Executive			
Level	Min	Max	Increment
1	\$ 37.80	\$ 51.03	Hourly
	\$ 78,624	\$ 106,142	Annual
2	\$ 43.92	\$ 59.29	Hourly
	\$ 91,350	\$ 123,323	Annual
3	\$ 49.35	\$ 66.62	Hourly
	\$ 102,648	\$ 138,575	Annual
4	\$ 60.90	\$ 82.21	Hourly
	\$ 126,672	\$ 171,007	Annual

Section 2. The Board hereby directs the County Administrator and Deputy Administrator to consult with the Director of Business Operations and Financial Management, the Human Resources Manager, and the individual department directors to determine the employees that are affected by the amended wage charts approved herein.

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Section 3. In accordance with the Delaware County Compensation Management System, all wage scales have been adjusted accordingly based upon market data. Employees that have not completed their probationary period will be adjusted to no less than the minimum of their corresponding wage scale, provided that any resultant adjustment shall be in lieu of any increase pursuant to Resolution No. 18-1419, Section 1.b., upon the employee’s one year anniversary date and successful completion of the probationary period.

Section 4. The Board hereby authorizes the County Administrator to execute the associated pay adjustments for the employees affected by the amended wage charts approved herein.

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

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RESOLUTION NO. 19-661

**IN THE MATTER OF APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH
ATS AUTOMATION USA HOLDINGS 6, INC.:**

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

WHEREAS, the Delaware County Board of Commissioners adopted Resolution No. 17-997, authorizing the execution of a Community Reinvestment Area Agreement by and between the County and Highdev II, LLC, to confirm that the Owners within the Creekside Development will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the property; and

WHEREAS, Highdev II, LLC, intends to transfer a portion of the Creekside Development to ATS Automation USA Holdings 6, Inc., on July 12, 2019; and

WHEREAS, ATS Automation USA Holdings 6, Inc. wishes to obtain the benefits of the Community Reinvestment Area Agreement as successor of the property and has agreed to enter an Assignment and Assumption Agreement in accordance with the terms and conditions of the Community Reinvestment Area Agreement as approved in Resolution No. 17-997;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Assignment and Assumption agreement with ATS Automation USA Holdings 6, Inc.:

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between the County of Delaware (the “County”), a political subdivision of the State of Ohio; Highdev II, LLC, an Ohio limited liability company (the “Property Owner”) and ATS Automation USA Holdings 6, Inc., an Ohio corporation (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Property Owner and the County, made effective December 28, 2017 (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. 10-1050, adopted by the Board of County Commissioners of the County (the “Board”) on August 9, 2010, designated the area specified in the Resolution as the Orange Township Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, pursuant to Resolution No. 17-997 adopted on September 25, 2017, the Property Owner and the County entered into the CRA Agreement, effective December 28, 2017, concerning the development of a mixed use property with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain limited warranty deed dated as of July 12, 2019 (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on July 12, 2019 (the “Transfer Date”) to the interest of the Property Owner (or a successor to the Property Owner) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in

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the CRA Agreement as long as the Successor executes this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 4 ("Employee Positions"), Section 5 ("Provision of Information"), Section 7 ("Application for Exemption"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), Section 14 ("Non-Discriminatory Hiring"), Section 19 ("Validity"), Section 22 ("R.C. Section 9.66 Covenants"), Section 23 ("Annual Fee"), and Section 24 ("Notice of Vacancy").

2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect and releases the Property Owner from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Property Owner) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

ATS Automation USA Holdings 6, Inc.
425 Enterprise Drive
Lewis Center, OH 43035
Attn: Jeffrey Brennan

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of July 12, 2019.

COUNTY OF DELAWARE, OHIO

By: _____

Barb Lewis, President
Delaware County Board of Commissioners
Pursuant to Resolution No. 19-_____

APPROVED AS TO FORM:

Staff Attorney

PROPERTY OWNER

HIGHDEV II, LLC, an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

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SUCCESSOR

ATS Automation USA Holdings 6, Inc., an Ohio corporation

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF PROPERTY OWNER

The Property Owner (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Property Owner (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Property Owner as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Property Owner that are contained in the CRA Agreement.

HIGHDEV II, LLC, an Ohio limited liability company

By: _____

Print Name:

Title:

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement
(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property
(attached hereto)

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

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ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Attended the Age-Friendly event at SourcePoint.
-Will be attending the annual NACo conference in Las Vegas this weekend.

Commissioner Benton
-Attended the TID meeting yesterday. Some of the projects they are working on are the Home Road extension, the Piatt-Roloson Road extension, a Sawmill Road outpost for the Engineer's office and the North Road extension.
-Will be attending the Poll Worker Appreciation event today.
-Bob Horrock's retirement reception is today.
-The BIA Parade of Homes starts this Saturday, July 13th and runs through July 28th at Evan's Farm.

Commissioner Lewis
-Will be attending the Poll Worker Appreciation event today.
-Will be attending Bob Horrock's retirement reception today.
-The light at S. Galena and 3C is progressing.

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RESOLUTION NO. 19-662

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IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Benton, seconded by Mr. Merrell 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 of a public employee or public official.

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

RESOLUTION NO. 19-663

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners