

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 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. 19-772

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 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 August 8, 2019; and

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

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-773

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0809:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0809 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R1904209	ENVIRONMENTAL COMFORT LLC	UPS MAINTENANCE AT TOWER SITE AND 9-1-1 CENTER	21411306 - 5325	\$13,483.17
R1904210	STEPHEN CAMPBELL & ASSOC INC	9-1-1 RECORDER MAINTENANCE	21711326 - 5325	\$10,200.00

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

4
RESOLUTION NO. 19-774

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 an additional \$5.00 for Jennifer Ransom's approved travel to the Ohio Health Forensic Symposium in Columbus, Ohio on August 7, 2019.

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

5
RESOLUTION NO. 19-775

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

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

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

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019**

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U19-129	Spectrum	S. Section Line Road	Place cable in ROW
U19-130	AEP	Harlem Road	Relocate facilities
U19-131	AT&T	Worthington Road	Directional bore
U19-132	Columbia Gas	Lewis Center Road	Place new gas main

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

6

RESOLUTION NO. 19-776

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, ANDREW WECKER, ESQ., ATTORNEY AT LAW, REQUESTING ANNEXATION OF 43.847 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Benton, seconded by Mr. Merrell to acknowledge that on August 5, 2019, the Clerk to the Board of Commissioners received a petition requesting annexation of 43.847 acres from Berlin Township to the City of Delaware.

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

7

RESOLUTION NO. 19-777

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS, AND THE BOARD OF EDUCATION OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR A TRUANCY OFFICER:

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

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the agreement between the Delaware County Juvenile Court; the Board of Delaware County Commissioners, and the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer:

2019-2020 AGREEMENT FOR TRUANCY OFFICER

This Agreement for Truancy Officer ("Agreement") is entered into this 12th day August 2019 by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court ("Court"), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "County"), and the Board of Education of the Educational Service Center of Central Ohio ("ESC"), an educational service center created pursuant to R.C. § 3313.01, whose principal place of business is located at 2080 Citygate Drive, Columbus, Ohio 43219 (individually "Party", collectively "Parties").

PREAMBLE

- A. WHEREAS, with the consent and approval of the judge of the juvenile court, R.C. §3321.15 allows a probation officer of the juvenile court to be designated as an educational service center attendance officer; and,
- B. WHEREAS, the compensation of a probation officer so designated shall be fixed and paid in the same manner as salaries of other probation officers of the juvenile court; and,
- C. WHEREAS, in addition to such compensation, the governing board of an educational service center may pay additional compensation to any probation officer designated as attendance officer; and,
- D. WHEREAS, the traveling expenses of a probation officer so designated as attendance officer, which would not be otherwise incurred as a probation officer, shall be paid by the educational service center

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019**

governing board; and,

E. WHEREAS, pursuant to R.C. § 3321.15, the Parties desire and the Court agrees to designate a full time probation officer of the Court as the ESC attendance officer and ESC agrees to assist the Court with funding such a position consistent with R.C. § 3321.15 and upon the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, conditions, and agreements of the Parties contained herein, it is agreed as follows:

1. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which a Court probation officer shall be designated as the ESC attendance officer and under which ESC shall provide funding for such position.

2. AUTHORITY

The Parties are authorized to enter this Agreement pursuant to, including, but not limited to, R.C. § 3321.15.

3. STATEMENT OF WORK

Pursuant to R.C. § 3321.15, with the consent and approval of the judge of the Court, the Court agrees to hire, appoint, and manage one (1) full-time probation officer of the Court to be designated and serve as the ESC attendance officer ("Officer") for the Big Walnut Local School District, Buckeye Valley Local Schools, and the Olentangy Local School District (collectively "Schools").

The Officer shall work under the direction of the ESC superintendent. It shall be the responsibility of the Officer to investigate the failure of children to attend and parents, guardians, and/or other responsible persons to cause a child's attendance at any of the Schools.

The Officer shall remain an employee of the Court. The compensation of the Officer, including salary and benefits, shall be fixed and paid in the same manner as compensation, including salary and benefits, of other probation officers of the Court. The County shall provide office space, a desk, telephone, computer, access to the internet, access to a copier, and standard office supplies for the Officer.

ESC shall address all performance issues and/or concerns regarding the Officer to the Court and not directly to the Officer. The Court may, if it determines appropriate, then address such issues with the Officer.

The Court shall have and retain exclusive authority over and control of all discipline matters and/or termination of the Officer.

4. COMPENSATION FOR SERVICES

In exchange for the Court hiring, appointing, and managing an Officer pursuant to the terms and conditions of this Agreement, ESC shall pay to the Court, not to exceed, the following amount for the compensation of the Officer, including salary and benefits:

\$71,631.00

The above amount shall be payable to the Court on or before October 31, 2019. It is understood by the Parties that the actual amount paid may be less, based upon actual compensation (salary and benefits) paid to or on behalf of the Officer. The Court shall invoice ESC for the compensation of the Officer no less than thirty (30) days prior to the payment date stated above. ESC shall submit payment in-full to the Court by no later than the date stated above.

The traveling expenses of the Officer as attendance officer, which would not otherwise be incurred as a probation officer, shall be in addition to the above amount for compensation and shall be paid to the Court out of the educational service center governing board fund. The Court shall submit invoices to ESC for traveling expenses as incurred by the Officer, but no more frequently than once per month. ESC shall have thirty (30) days to pay any such invoices.

The Parties agree that the Board, the Court, and Delaware County, Ohio have no financial obligation to ESC or otherwise in connection with this Agreement.

5. TERM

This Agreement shall be effective July 1, 2019 through June 30, 2020.

6. RENEWAL

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019**

Upon written agreement of the Parties, this Agreement may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing signed by the Parties.

7. TERMINATION

This Agreement may be terminated as follows:

A. Convenience:

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

or

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except:

- ESC shall pay and the Court shall be entitled to receive compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- If ESC has already paid the Court pursuant to this Agreement, the Court shall refund to ESC, not to exceed the total amount received from ESC for the services of the Officer, the amount received less any compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- ESC shall pay and the Court shall be entitled to receive any traveling expenses incurred by the Officer as attendance officer, which would not otherwise have been incurred as a probation officer, through the effective date of termination.

If the Agreement is terminated pursuant to this Section, the Parties shall have no cause of action against the other Party, except for a cause of action for non-payment for the services and traveling expenses rendered or incurred by the Officer through the effective date of termination.

Notwithstanding, the Parties, without limitation, retain and reserve and may exercise any available administrative, contractual, equitable or legal actions or remedies.

8. SEPARATION FROM EMPLOYMENT OR CEASING TO SERVE AS OFFICER

If for any reason during the term of this Agreement, the Officer separates from employment with the Court or otherwise ceases to service as the Officer, the Parties shall meet and decide whether to appoint a replacement and continue with this Agreement or whether to terminate this Agreement consistent with the termination provisions of this Agreement. The Court shall have sole authority to determine any replacement.

9. WAIVER

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default of this Agreement is not and shall not be interpreted as a waiver of any such subsequent occurrences. If either Party fails to perform an obligation(s) under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

10. NO FUTURE COMMITMENT

This Agreement shall not constitute a binding commitment or agreement by the Court to continue this arrangement or the employment of the Officer either during or beyond the term of this Agreement or any termination of this Agreement.

11. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019**

omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers resulting from the performance of this Agreement.

12. AMENDMENTS

This Agreement may only be amended in writing with the signed mutual consent and agreement of the Parties.

13. NON-DISCRIMINATION

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

A. The Parties shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.

B. The Parties shall not in any way or manner discriminate against any employee, applicant for employment, or person on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

14. ACCESSIBILITY

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

A. The Parties shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped.

B. The Parties shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

15. DRUG FREE ENVIRONMENT

The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

16. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

ESC, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

17. COURT AND COUNTY POLICIES

The Officer shall be bound by, conform to, comply with, and abide by all current applicable Court policies ("Court Policy") and Delaware County policies ("County Policy"). The County may, in its sole discretion, discipline the Officer, including up to termination, and may, not withstanding any other provision of this Agreement, immediately terminate this Agreement, subject to the surviving rights and obligations listed in subsection 7, for failure of the Officer to comply with Court Policy and/or County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware,olu1s/index.php/policies>. Copies of Court Policy are available upon request. The Court and/or County reserve the authority to change, supplement, amend, replace, enact, repeal, and/or rescind Court Policy and/or County Policy at any time, for any reason, and without notice.

18. NOTICES

All notices, consents, and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Court and Board:

Karen Wadkins
Fiscal Coordinator
Delaware County Juvenile Court
145 North Union Street, Ground Floor

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019

Delaware, Ohio 43015

Facsimile: (740) 833-2599
Email: kwadkins@co.delaware.oh.us

Tom Goodney
Superintendent
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, Ohio 43219

Facsimile: 614-445-3767
Email: tom.goodney@escoco.org

19. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

20. ASSIGNMENT

This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred.

21. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

22. DRAFTING

This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

23. HEADINGS

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

25. COUNTERPARTS

This Agreement may be executed in counterparts.

26. SIGNATURES

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Board of Education
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, Ohio 43219

Tom Goodney Superintendent

ESC approved this Agreement and authorized Superintendent, Tom Goodney, to sign this Agreement pursuant to Resolution No:-----

ESC TREASURER'S CERTIFICATION (RC 5705.41(D)):

As required by R.C. § 5705.41(D), the Treasurer of the Educational Service Center of Central Ohio (ESC) shall certify that the funds required to meet the obligation set forth in this Agreement for Truancy Officer have been lawfully appropriated for such purpose and are in the ESC treasury or in the process of collection, free

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019

from any other encumbrances.

COUNTY:

Board of Commissioners, Delaware County, Ohio
101 North Sandusky Street Delaware, Ohio 43015
Phone: (740) 833-2100
Fax: (740) 833-2099

Juvenile Court Delaware County, Ohio
145 North Union Street, Ground Floor Delaware, Ohio 43105
Phone: (740) 833-2600
Fax: (740) 833-2599

Delaware County Prosecuting Attorney

NO COUNTY AUDITOR'S CERTIFICATION REQUIRED (RC 5705.41(D)):

This Agreement does not require the expenditure of Delaware County moneys/funds. No Fiscal Officer's Certification (County Auditor's Certification) is required.

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

8
RESOLUTION NO. 19-778


IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH FRONTIER COMMUNICATIONS OF AMERICA, INC. FOR TELEPHONE SERVICES:

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

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and Frontier Communications of America, Inc., for telephone services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following agreement with Frontier Communications of America, Inc. for telephone services:

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019

	BUSINESS LOCAL & LD SERVICES SCHEDULE Frontier Confidential
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This is Schedule Number S-0000220139 to the Frontier Services Agreement dated 03/10/2017 ("FSA") by and between COUNTY OF DELAWARE ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: 10 COURT ST **Schedule Date:** 08/01/2019
 City, State, Zip: DELAWARE, Ohio, 43015-1279 **Service Term:** 36

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs	600	\$0	\$90
ISDN PRI	4	\$0	\$1,476
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc. _____ <i>Frontier's Signature:</i> _____ Printed Name: _____ Title: _____ Date: _____	COUNTY OF DELAWARE _____ <i>Customer's Signature:</i> _____ Printed Name: _____ Title: _____ Date: _____
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Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

9
RESOLUTION NO. 19-779

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR LIBERTY TRACE SECTION 2 PHASE 1:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Liberty Trace Section 2 Phase 1;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Liberty Trace Section 2 Phase 1:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019**

This Agreement is entered into on this 12th day of August 2019, by and between **PULTE HOMES OF OHIO, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **LIBERTY TRACE SECTION 2 PHASE 1** 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 **LIBERTY TRACE SECTION 2**, dated **May 3, 2016**, and approved by the County on **August 25, 2016**, 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 **24** 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. Capacity is not guaranteed until the final Subdivision Plat is recorded. 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 (**\$209,486.24**) 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 of each Section/Phase/Part, 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 for that Section/Phase/Part.

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 **LIBERTY TRACE SECTION 2 PHASE 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 **LIBERTY TRACE SECTION 2 PHASE 1 (\$7,332.00)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$17,806.00** estimated to be necessary to pay the cost of inspection for **LIBERTY TRACE SECTION 2 PHASE 1** by the Delaware County Sanitary Engineer. 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 accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Subdivider less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **LIBERTY TRACE SECTION 2 PHASE 1** as required by the County.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019**

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 paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format. If each or any Section/Phase/Part is accepted separately, Subdivider agrees to provide as built drawings for each Section/Phase/Part as requested and one complete set of as built drawings for the **LIBERTY TRACE SECTION 2** with the last final acceptance.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019**

10011102-5801	42011438-4601	639,089.54
Commissioners General/Misc. Cash Transfers	Capital Improvements Reserve/Interfund Revenues	

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

13

ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
-No reports.

14

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Will be attending a Land Bank meeting on Wednesday afternoon.
-The guest speaker today at Rotary will be Mike Frommer.

Commissioner Benton
-The Cleveland Indians are in first place in the AL.

Commissioner Lewis
-Barb Benton was given an award from The American Society of Association Executives for exceptional leadership.

15

RESOLUTION NO. 19-783

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; DISMISSAL 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; dismissal of a public employee or public official.

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

RESOLUTION NO. 19-784

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

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 12, 2019**

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners