

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2019

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

Present:
Jeff Benton, Vice President
Gary Merrell, Commissioner

Absent:
Barb Lewis, President

9:45 A.M. Public Hearing, Under Chapter 349 Of The Revised Code, On Applications To Add Certain Parcels Of Real Property To The Concord/Scioto Community Authority District And To Amend The Petition For Establishment Of The Concord/Scioto Community Authority As A New Community Authority

1
RESOLUTION NO. 19-855

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 26, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 26, 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. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-856

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS RECOGNIZING AND CONGRATULATING THE DELAWARE COUNTY CULTURAL ARTS CENTER ON THE OCCASION OF THE ORGANIZATION'S 30TH ANNIVERSARY:

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

WHEREAS, the Delaware County Board of Commissioners is proud to recognize and congratulate the Delaware County Cultural Arts Center on the occasion of this outstanding organization's 30th Anniversary; and

WHEREAS, the Delaware County Cultural Arts Center is equally well known as and loved for its home in The Arts Castle, an iconic community landmark built in 1854 as the home of George and Elizabeth Campbell, and featuring locally quarried blue limestone and architectural details of the Romanesque and Norman Revival periods; and

WHEREAS, The Arts Castle was established with the mission to nurture the creative energies of the residents of Delaware County and surrounding areas by offering full access to a variety of multi-arts experiences including classes, workshops, performances, exhibitions and special events; and

WHEREAS, classes and programming were first offered to the community 30 years ago in 1989;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby honors and congratulates The Arts Castle for its leadership role in nurturing the cultural vibrancy of Delaware County.

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

4
RESOLUTION NO. 19-857

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IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0904 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0904:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0904, memo transfers in batch numbers MTAPR0904 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
CSEA/Commissioners	INDIRECT COST	23711630-5380	\$ 10,000.00
CSEA/Commissioners	INDIRECT COST	23711630-5335	\$ 12,000.00
MT Consultants	Amend 19-842 Alum Creek PS	66711900-5410	\$ 130,563.84
Home Depot	Water Reclamation supplies	66211900-5201	\$ 5,000.00
McNaughton	Water Reclamation supplies	66211900-5201	\$ 500.00
EMT Trans	Job and Family Program	22411601-5348	\$ 16,000.00
Trane	Facilities Department	10011105-5328	\$ 4,600.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1904226	DECKER	CDBG PY18 BERLIN ADA	23011703 -	\$49,400.00
	CONSTRUCTION CO	SIDEWALK IMPROVEMENTS	5365	
R1904471	FASTENAL CO	EQUIPMENT PARTS FOR	66211900 -	\$449.51
		GANTRY	5228	
R1904471	FASTENAL CO	ALUM GANTRY 4K LB	66211900 -	\$4,782.99
			5260	

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

**5
RESOLUTION NO. 19-858**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Communications Department is requesting that Jennifer Keck, Director Brandt and a Telecommunicator attend the Ohio 9-1-1 Symposium in Columbus, Ohio on September 18, 2019 at no cost.

The Emergency Communications Department is requesting that Karla Jacobs, Kaylyn Headings, Tricia McMunn, Kimberly Romero-Curren and Director Brandt attend a Warrior Within class in Delaware, Ohio on October 5, 2019 at no cost.

The Emergency Communications Department is requesting that Karla Jacobs and Jen Cochran attend A Day with Dan Nevins in Westerville, Ohio on October 6, 2019 at the cost of \$500.00 (fund number 21411306).

The Emergency Communications Department is requesting that Kathleen Parker and Kathy Didyk attend a Is the Caller the Killer class in Columbus, Ohio on October 7, 2019 at the cost of \$140.00 (fund number 21411306).

The Juvenile Court is requesting that Teresa Tackett attend a National Guardianship Conference in Lexington, KY from October 12-15, 2019 at the cost of \$1965.00 (fund number 27826325).

The EMS Department is requesting that Jen Ransom and Shelly Gannon attend a Live Cadaver Lab in Columbus, Ohio on September 25, 2019 at no cost.

The EMS Department is requesting that Jen Ransom attend a Warrior Within training in Delaware, Ohio on October 5, 2019 at no cost.

The Facilities Department is requesting that Dave Ferguson and Joel Gruber attend the 2019 Farm Science Review in London, Ohio September 19, 2019; at the cost of \$14.00 (fund number 10011105).

The Economic Development Department is requesting that Bob Lamb and Rob Platte attend a CDFA National Economic Development Conference in Tampa, Florida from November 5-9, 2019 at the cost of \$4,225.00 (fund number 21011139).

The Emergency Communications Department is requesting that Jen Keck and Matthew Fletcher attend a First Line Supervisor Seminar in Minerva, Ohio on November 8, 2019 at the cost of \$443.20 (fund number 21411306).

The Adult Court Services Department is requesting that Tamar Fowler and Mike Jureko attend an Ohio Justice Alliance for Community Corrections Conference in Columbus, Ohio from October 10-11, 2019 at the cost of

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\$500.00 (fund number 25622303).

The Code Compliance Department is requesting that Joseph Amato and Andrew Shorter attend an Ohio Design Professional & Code Analysts Ohio Building Code Course in Columbus, Ohio on September 11, 2019 at the cost of \$100.00 (fund number 10011301).

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

**6
RESOLUTION NO. 19-859**

IN THE MATTER OF GRANTING 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. Merrell, seconded by Mr. Benton to approve the following resolution:

WHEREAS, on August 5, 2019, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Andrew Wecker Esq., Attorney At Law , agent for the petitioners, requesting annexation of 43.847 acres, more or less, from Berlin Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Berlin;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 43.847 acres, more or less, from Berlin Township to the City of Delaware.

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

**7
RESOLUTION NO. 19-860**

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF JULY 2019:

It was moved by Mr. Merrell, seconded by Mr. Benton to accept the Treasurer’s Report for the month of July 2019.

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

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

**8
RESOLUTION NO. 19-861**

IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE WATSON-FORD #25 WATERSHED DRAINAGE IMPROVEMENT PETITION:

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Subhajit and Jennifer L. Datta and Others filed a petition with the Clerk of the Board of Commissioners on August 2, 2019, in favor of certain improvements to the Watson-Ford #25 watershed Drainage Improvement (the “Petition”); and

WHEREAS, Eric Sainey was not a petitioner; and

WHEREAS, on August 29, 2019, before the end of the first hearing on the petition, Eric Sainey filed an Application for Amendment of the Petition to include 3510 Clark Shaw Road, Powell, Ohio 43065, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, Eric Sainey, 73510 Clark Shaw Road, Powell, Ohio 43065, was listed in the Petition as an owner of land that will be benefited or damaged by the completion of the proposed improvement; and

WHEREAS, the Board of Commissioners has complied with the notice requirements in section 6131.07 of the Ohio Revised Code; and

WHEREAS, no additional owners of land will be benefited or damaged by allowing the Application for

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Total VOCA Grant Amount:	\$ 220,380.87
Grant #	2020 VOCA/SVAA
Source:	SVAA- Ohio Attorney General
Grant Period:	October 1, 2019 – September 30, 2020
State Grant Requested Amount:	\$ 2,106.01
Local Match:	<u>0.00</u>
Total SVAA Grant Amount:	\$ 2,106.00
Total Grant Amount:	\$ 222,986.87

The authorization of us to apply for this grant allows us to continue to employ our Victim Services Director, Victim Services Assistant and Civil Protection Order Specialist. Without these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

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

**11
RESOLUTION NO. 19-864**

IN THE MATTER OF ACCEPTING THE AWARD OF THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION SUBSIDY GRANT AGREEMENT FOR DELAWARE COUNTY ADULT PROBATION DEPARTMENT:

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

WHEREAS, the Delaware County Adult Court Services has been awarded the Subsidy Probation Funding Grant; and

WHEREAS, the Grant will provide funding for one Probation Officer; and

WHEREAS, a local match is not required for the Subsidy Grant; and

WHEREAS, Commissioner Lewis, as President of the Board of County Commissioners (the “Board”), is listed as the designated official for Delaware County for the Subsidy Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Subsidy Grant reporting requirements by maintaining Commissioner Lewis as the designated official;

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

Section 1. The Board hereby accepts the award of the Subsidy Grant as follows:

Grant #	407
Source:	Ohio Department of Rehabilitation and Correction
Grant Period:	July 1, 2019 to June 30, 2021
Federal Grant Amount:	\$150,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$150,000.00

Section 2. The Board hereby authorizes Commissioner Lewis, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

**12
RESOLUTION NO. 19-865**

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF A GRANT FOR DEPARTMENT OF YOUTH SERVICES - RECLAIM GRANT FOR THE DELAWARE COUNTY PROBATE/JUVENILE COURT:

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

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Grant # DYS - RECLAIM
 Source: Department of Youth Services
 Grant Period: 07/01/2019 – 06/30/2020

Grant Amount (RECLAIM): \$307,833.34
 Grant Amount (BASE): \$238,726.00
 Grant Amount (Competitive): \$94,220.00
 Local Cash Match: \$0.00
 Total Grant Amount: \$640,779.34

The DYS RECLAIM funding currently supports three departments of the Court; family advocates, intake/diversion, and probation. At this time, the restructuring of the DYS funded programs, moving all of them to evidence based practices and requiring quality assurance measures, has been completed. The amount of this funding is based on a base allocation and a variable allocation determined by the number of DYS bed days used by the Delaware County Juvenile Court.

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

13

RESOLUTION NO. 19-866

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF GRANT FOR DEPARTMENT OF YOUTH SERVICES – COMPETITIVE RECLAIM GRANT FOR THE DELAWARE COUNTY PROBATE/JUVENILE COURT:

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

Grant # DYS – COMPETITIVE RECLAIM FY2020
 Source: Department of Youth Services
 Grant Period: 07/01/2019 – 06/30/2020

Grant Amount (Competitive): \$150,000.00
 Local Cash Match: \$0.00
 Total Grant Amount: \$150,000.00

This proposal is to fund a new community-based assessment center located in the Willis Educational Center. This assessment center will be a service of the Delaware County Juvenile Court in collaboration with the Delaware City Schools, Delaware/Morrow Mental Health and Recovery Services Board, the United Way of Delaware County, Delaware County Job and Family Services, and Syntero. The purposes of the assessment center are to limit the use of secure detention, to prevent out-of-home placement of kids who are at-risk of placement due to family instability, to identify youth at-risk of Court involvement earlier and provide supports to youth and families sooner, and to serve more youth and families outside of the Court system to avoid further penetration into the system.

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

14

RESOLUTION NO. 19-867

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY AND APPROVING A SUPPLEMENTAL APPROPRIATION FOR PROBATE/JUVENILE COURT:

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

New Organization Key

26782614 Assessment Center

Supplemental Appropriation

26782614-5001	Assessment Center/Compensation	\$19,200.00
26782614-5101	Assessment Center/Health Insurance	\$5,892.00
26782614-5102	Assessment Center/Workers Comp	\$192.00
26782614-5120	Assessment Center/OPERS	\$2,688.00
26782614-5131	Assessment Center/Medicare	\$274.00
26782614-5305	Assessment Center/Training	\$2,150.00

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

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RESOLUTION NO. 19-868

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE

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DELAWARE COUNTY BOARD OF COMMISSIONERS AND WRIST ENGINEERING COMPANY
FOR PLAN REVIEW SERVICES:

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

WHEREAS, the Supervisor of Code Compliance recommends approval of the following Amendment;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Amendment with the Wrist Engineering Company for plan review services:

AMENDMENT NO. 2 TO PLAN REVIEW SERVICES AGREEMENT

This Amendment No. 2 to the Original Agreement dated January 24, 2019, is made and entered into this 5th day of September, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Wrist Engineering Company with offices at 10346 Wilkins Road, Newark, Ohio, 43055 (“Contractor”).

ARTICLE 1 – AMENDMENT

In accordance with Section IV. L. of the Original Agreement, the Parties mutually agree to amend the Original Agreement by replacing existing **Section III, B. – Payment** with the following:
Total payments pursuant to this Agreement shall not exceed \$49,999.99.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

BE IT FURTHER RESOLVED that the Board of County Commissioners approves a purchase order increase in the amount of \$25,000 to increase the existing purchase order to \$49,999.99 from org key 10011301 – 5301.

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

16

RESOLUTION NO. 19-869

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE
DELAWARE COUNTY BOARD OF COMMISSIONERS AND TOOLE AND ASSOCIATES FOR
INSPECTION AND PLAN REVIEW SERVICES:

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

WHEREAS, the Supervisor of Code Compliance recommends approval of the following Amendment;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Amendment with Toole and Associates for inspection and plan review services:

AMENDMENT NO. 2 TO INSPECTION AND PLAN REVIEW SERVICES AGREEMENT

This Amendment No. 2 to the Original Agreement dated May 15, 2019, is made and entered into this 5th day of September, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Toole and Associates, with offices at 454 East Main Street, Suite 236, Columbus, Ohio, 43215 (“Contractor”).

ARTICLE 1 – AMENDMENT

In accordance with Section IV.L. of the Original Agreement, the Parties mutually agree to amend the Original Agreement by replacing existing Section III.B. with the following:

The maximum compensation to be paid to Contractor for services provided under this Agreement shall not exceed \$40,000.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

BE IT FURTHER RESOLVED that the Board of County Commissioners approves a purchase order increase in the amount of \$15,000.01 to increase the existing purchase order to \$40,000 from org key 10011301 – 5301.

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

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RESOLUTION NO. 19-870

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR GRAND POINTE AT NORTH ORANGE:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval:

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Grand Pointe at North Orange;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Grand Pointe at North Orange for submittal to the Ohio EPA for their approval.

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

18

RESOLUTION NO. 19-871

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER AGREEMENTS FOR CARRIAGE COVE, GRAND POINTE AT NORTH ORANGE, AND MORRIS STATION:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider Agreements for Carriage Cove, Grand Pointe at North Orange, and Morris Station;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider Agreements for Carriage Cove, Grand Pointe at North Orange, and Morris Station:

CARRIAGE COVE:

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

SECTION I: INTRODUCTION

This Agreement is entered into on this 5TH day of September 2019, by and between **Romanelli & Hughes**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Carriage Cove** Subdivision Plat or condominium amendments on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan Carriage Cove**, dated **July 2, 2019**, and approved by the County on **July 18, 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 **11** 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 (**\$42,800.00**) 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

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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 **Sanitary Sewer Improvement Plan Carriage Cove**.

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 Improvement Plan Carriage Cove (\$1,498.00)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan Carriage Cove (\$3,638.00)**. 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 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 Carriage Cove** 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

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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 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.

GRAND POINTE AT NORTH ORANGE:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 5th day of September 2019, by and between **Grand Communities, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Grand Pointe at North**

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Orange 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 **Grand Pointe at North Orange**, dated **July 9, 2019**, and approved by the County on 9/5/19, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **35** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

For on-site improvements the following options for financial warranty apply:

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$306,108.00**) 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 **Grand Pointe at North Orange**.

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 **Grand Pointe at North Orange (\$10,713.78)**. 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 **Grand Pointe at North Orange (\$26,019.18)**. 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 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 **Grand Pointe at North Orange** 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

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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.
- (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

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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.

MORRIS STATION:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 5TH day of September 2019, by and between **Romanelli & Hughes**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Final Subdivision Plat for Morris Station** Subdivision Plat or condominium amendments on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan Morris Station**, dated **July 30, 2019**, and approved by the County on **August 12, 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 **21** 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 (**\$113,900.00**) 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

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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 Improvement Plan Morris Station**.

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 Improvement Plan Morris Station (\$3,986.50)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan Morris Station (\$9,681.50)**. 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 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 Morris Station** 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

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before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

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

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

19

RESOLUTION NO. 19-872

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE PARK AT SELDOM SEEN, PHASE 1:

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

WHEREAS, the construction of new sanitary sewers at the The Park At Seldom Seen, Phase 1 have been completed to meet Delaware County Sewer District requirements; and

WHEREAS, the Sewer District has received the necessary items required by the Subdivider's Agreement; and

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

The Park At Seldom Seen, Phase 1

41 linear feet of 8-inch PVC sanitary sewer mainline	\$2,070 .50
76 linear feet of 6-inch diameter PVC laterals	\$2,521.68
1 sanitary manhole	\$5,690 .91
Ancillary items	\$20,569.03

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Items below are owned by the City of Powell

Private sanitary grinder pump station	\$10,721.62
Private 11/4-inch diameter sanitary force main	\$15,557.07
1 private sanitary manhole	\$5,690.91
1 private sanitary cleanout	<u>\$444.98</u>
Total	\$63,266.70

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

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

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

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

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

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RESOLUTION NO. 19-873

IN THE MATTER OF CONSENTING TO A RELEASE AND TERMINATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES BY GREIF PACKAGING, LLC:

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

WHEREAS, the Economic Development Director recommends that the Board of County Commissioners consent to a Release and Termination of Covenants and Conditions Relative to Service Payments in Lieu of Taxes by Greif Packaging, LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby consents to the following Release and Termination of Covenants and Conditions Relative to Service Payments in Lieu of Taxes, acknowledges that the TIF Agreement has expired and no further obligations remain thereunder upon any party, and authorizes the President of the Board to execute the Release on its behalf:

**RELEASE AND TERMINATION OF COVENANTS AND
CONDITIONS RELATIVE TO SERVICE PAYMENT IN LIEU OF TAXES**

This Release and Termination of Covenants and Conditions Relative to Service Payments in Lieu of Taxes (the “Release”), made this 9th day of September, 2019, by Greif Packaging LLC, a Delaware limited liability company (“Declarant”), successor in interest to Greif Bros. Corp. of Ohio, Inc., and consented to by the Board of County Commissioners of the County of Delaware, Ohio (“County”).

STATEMENT OF THE RELEASE

Declarant’s predecessor in interest made a Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes (“Pilot Declaration”), filed for record on March 30, 2000, at O.R. Book 26, page 2620 of the Delaware County Recorder’s Office, and further amended and restated the Pilot Declaration by a First Amended and Restated Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes (“Amended Pilot Declaration”), filed for record on October 30, 2002, at O.R. Book 260, page 956 of the Delaware County Recorder’s Office, in order to make certain assurances and undertakings for the benefit of the County which were required under a Tax Increment Financing Agreement (“TIF Agreement”). All assurances and undertakings required under the TIF Agreement have been satisfied and the TIF Agreement has expired without further liability to any party. Therefore, Declarant, with the consent of the County, intends to release and terminate the Pilot Declaration and Amended Pilot Declaration.

NOW, THEREFORE, The Declarant under the Pilot Declaration and Amended Pilot Declaration, hereby declares as follows:

- 1) The Pilot Declaration and Amended Pilot Declaration are hereby released and terminated, and are of no further force and effect.
- 2) The Delaware, Ohio, County Recorder may, by marginal notation, refer to this Release on the Pilot Declaration and Amended Pilot Declaration to document their release and termination.

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

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RESOLUTION NO. 19-874

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS (TIRC) FOR TAX YEAR 2018:

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

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Friday, August 23, 2019; and

WHEREAS, the Berlin Township TIRC reports that it currently does not have any Enterprise Zone or Community Reinvestment Area exemptions to review; and

WHEREAS, the Berlin and Liberty Townships TIRC found the P&D Builders/Ohio Corn Growers CRA exemption was in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Liberty Township TIRC found the State Automobile Mutual CRA exemption was in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Liberty Township TIRC also found the CitiCorp CRA exemption was in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Orange Township TIRC found the Menard, Inc. CRA exemption was in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Orange Township TIRC also found the MC MSB LLC CRA exemption was in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Orange Township TIRC also found the Olentangy Crossings TIF agreement in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Orange Township TIRC also found the Slate Ridge TIF agreement in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Village of Sunbury reports that it currently does not have any Enterprise Zone exemptions to review; and

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency;

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 hereby accepts the TIRCs’ recommendations as stated herein.

Section 2. The Board directs the Economic Development Coordinator to file all information required by the State of Ohio with the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRCs for their service.

Section 4. This Resolution shall take effect and be in force immediately after its passage.

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

22

RESOLUTION NO. 19-875

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES AND APPROVING TRANSFERS OF APPROPRIATIONS:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the “Board”) may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a “public purpose” and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

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WHEREAS, the Board’s determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, from time to time, it becomes necessary for the Board or county agencies to hold meetings during lunch, requiring meals to be provided for the participants; and

WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the Delaware County Sewer District occasionally requires personnel to report to work during emergencies without the ability to leave the premises for meals; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Deputy County Administrator recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

10011139-5294	Public Info/Community Relations	1,500.00	Refreshments for events hosted by County Commissioners
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Section 2. The Board hereby authorizes the purchase of coffee, meals, refreshments, and other amenities in accordance with Section 1 of this Resolution for the current fiscal year, subject to the ordinary approval of a purchase order, submission of complete and accurate receipts, invoices, and any other supporting documentation required by the County Auditor, and approval of the voucher by the Board.

Section 3. This Resolution shall take effect immediately upon adoption.

Section 4. The Board hereby approves the following transfers of appropriations:

Transfer of Appropriation

From:	To:	
10011139-5260 Public Info-Community Relation/Inventoried Tools	10011139-5294 Public Info-Community Relation/Food Supplies	1,000.00
10011139-5301 Public Info-Community Relation/Contracted Professional Services	10011139-5294 Public Info-Community Relation/Food Supplies	500.00

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

23

RESOLUTION NO. 19-876

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation

50411121-5375	BR Rd Imp US 23 Lewis Center Rd/Election and Settlement Services	534.85
50811125-5375	BR Sawmill Pkwy Ext TIF/Election and Settlement Services	117.15
52011138-5375	BR DI Scott-Dutcher/Election and Settlement Services	1.03
52311142-5375	BR DI Hardin/Election and Settlement Services	.50
52511144-5375	BR DI Winding Creek/Election and Settlement Services	18.59
52711146-5375	BR DI Havens/Election and Settlement Services	12.52
40311465-5301	Ruder East Baldinger App/Contracted Professional	8,100.00

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
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Services

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

24

RESOLUTION NO. 19-878

9:45 A.M. PUBLIC HEARING, UNDER CHAPTER 349 OF THE REVISED CODE, ON APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:00 A.M..

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

24 continued

RESOLUTION NO. 19-878

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 Mr. Merrell, 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 Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

24 continued

RESOLUTION NO. 19-879

IN THE MATTER OF CLOSING THE PUBLIC HEARING UNDER CHAPTER 349 OF THE REVISED CODE, ON APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY:

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 10:03 A.M..

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

24 continued

RESOLUTION NO. 19-880

RESOLUTION APPROVING THE APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Concord/Scioto Development, LLC, as developer of the Concord/Scioto Community Authority (the "Authority"), filed five (5) applications (the "Applications") on July 24, 2019, with the Board of County Commissioners of Delaware County, Ohio (the "Board") to add certain parcels of real property controlled by Concord/Scioto Development, LLC to the territory comprising the Authority (the "District") and to amend the petition (the "Petition") as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Applications were accepted by this Board by adoption of Resolution No. 19-762 on August 8, 2019; and

WHEREAS, this Board is the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on September 5, 2019, and pursuant to Section 349.03(A) of the Revised Code, the Board held a public hearing on the Applications after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code;

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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

Section 1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Ohio Revised Code.

Section 2. The Applications are hereby accepted and shall be recorded, along with this Resolution, in the Journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.

Section 3. The boundary of the District shall be amended to include the territory set forth in Exhibit A attached to this Resolution.

Section 4. This Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

EXHIBIT A

Carpenter's Mill

Situated in the City of Powell, Township of Liberty, County of Delaware, State of Ohio, being part of Farm Lots 8 and 5 in Section 2, Township 3, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerlines of Township Road 122 (Rutherford Road) and Township Road 125 (Steitz Road);

thence North 03° 00' 00" East, along the said centerline of Township Road 125, a distance of 972.26 feet to a P.K. Nail set, being the northwest corner of a 25 acre tract now or formerly owned by G.E. Miller, as described in Deed Book 323, Page 74, also being the TRUE POINT OF BEGINNING of the following described tract;

thence North 03° 00' 00" East, continuing along the said centerline of Township Road 125, a distance of 360.00 feet to a P.K. Nail set;

thence South 87° 00' 00" East, (passing an iron bar set at 30.00 feet) a total distance of 726.20 feet to an iron bar set, all iron bar set are set with a plastic cap marked "SLSS RS 6612".

thence North 03° 00' 00" East, (passing an iron bar set at 300.00 feet) a total distance of 346.97 feet to an iron bar set;

thence South 87° 00' 00" East, a distance of 1,603.49 feet to an iron bar set, being on the west line of a 51.244 acre tract now or formerly owned by Edward Coughlin, as described in Deed Book 471, Page 620;

thence South 03° 06' 16" West, along the said west line of the 51.244 acre tract, a distance of 736.59 feet to a stone found, being the northeast corner of the said 25 acre tract;

thence North 86° 16' 16" West, along the north line of the said 25 acre tract, (passing an iron bar set at 2,298.54 feet) a total distance of 2,328.54 feet to the TRUE POINT OF BEGINNING;

containing 32.807 acres, more or less being part of an original 70 acre tract as described in Deed Book 213, Page 264;

There being approximately 21.602 acres in said Farm Lot 8 and approximately 11.205 acres in said Farm Lot 5;

subject to all easements, restrictions and rights-of-way, if any, of record.

Surveyed by Frank Celio, Surveyor, Registration Number 6612 on August 30, 1994. Basis of bearings is assumed.

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Situated in the City of Powell, Township of Liberty, County of Delaware, State of Ohio, being part of Farm Lot 8 in Section 2, Township 3, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerlines of Township Road 122 (Rutherford Road) and Township Road 125 (Steitz Road),

thence North 03° 00' 00" East, along the said centerline of Township Road 125, a distance of 1,332.26 feet to a P.K. Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence North 03° 00' 00" East, continuing along the said centerline of Township Road 125, a distance of 300.00 feet to a P.K. Nail set;

thence South 87° 00' 00" East, (passing an iron bar set at 30.00 feet) a total distance of 726.20 feet to an iron bar set, all iron bars set are set with a plastic cap marked "SLSS RS 6612";

thence South 03° 00' 00" West, a distance of 300.00 feet to an iron bar set;

thence North 87° 00' 00" West, (passing an iron bar set at 696.20 feet) a total distance of 726.20 feet to the TRUE POINT OF BEGINNING;

containing 5.001 acres, more or less being part of an original 70 acre tract as described in Deed Book 213, Page 264,

subject to all easements, restrictions and rights-of-way, if any, of record.

Surveyed by Frank Celio, Surveyor, Registration Number 6612 on August 30, 1994. Basis of bearings is assumed.

Situated in the City of Powell, Township of Liberty, County of Delaware, State of Ohio, being part of Farm Lots 8 and 5 in Section 2, Township 3, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerlines of Township Road 122 (Rutherford Road) and Township Road 125 (Steitz Road);

thence North 03° 00' 00" East, along the said centerline of Township Road 125, a distance of 1,632.36 feet to a P.K. Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence North 03° 00' 00" East, continuing along the said centerline of Township Road 125, a distance of 663.88 feet to a P.K. Nail set, being the southwest corner of a 12.00 acre tract now or formerly owned by Evelee Strong, as described in Deed Book 403, Page 275;

thence South 86° 05' 23" East, along the south line of the said 12.00 acre tract, and along the south line of a 43.4 acre tract now or formerly owned by John Lane, as described as Tract One, Parcel 3 in Deed Book 323, Page 249, (passing an iron bar set at 30.00 feet) a total distance of 2,331.04 feet to an iron pipe found, being the southeast corner of the said 43.4 acre tract, also being on the west line of a 51.244 acre tract now or formerly owned by Edward Coughlin, as described in Deed Book 471, Page 620, all iron bars set are set with a plastic cap marked "SLSS RS 6612";

thence South 03° 06' 16" West, along the said west line of the 51.244 acre tract, a distance of 579.88 feet to an iron bar set;

thence North 87° 00' 00" West, a distance of 1,603.49 feet to an iron bar set;

thence South 03° 00' 00" West, a distance of 46.97 feet to an iron bar set;

thence North 87° 00' 00" West, (passing an iron bar set at 696.20 feet) a total distance of 726.20 feet to the TRUE POINT OF BEGINNING;

containing 32.794 acres, more or less being part of an original 70 acre tract s described in Deed Book 213, Page 264;

there being approximately 23.823 acres in said Farm Lot 8 and approximately 8.971 acres in said Farm Lot 5;

subject to all easements, restrictions and rights of way, if any, of record.

Surveyed by Frank Celio, Surveyor, Registration Number 6612 on August 30, 1994. Basis of bearings is assumed

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Civil & Environmental Consultants, Inc.

DESCRIPTION OF A 32.264 ACRES

Situated in the State of Ohio, County of Delaware, City of Powell, Farm Lot 10, Section 2, Township 3, Range 19, United States Military Lands, being part of that 38.726 acres described in deed to Timothy K. Shelly, of record in Official Record 774, Page 2636 through 2640, all being of record in the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

BEGINNING, at a stone found at the common corner of said 38.726 acres, that 1.888 acres described as the 7th Amendment of the Village at Scioto Reserve Condominium, of record in Official Record 594, Page 2168 and Lot 4730 as delineated on the subdivision plat of Liberty Village, of record in Plat Cabinet 3, Slide 639, same being in the line common to said Farm Lot 10 and Farm Lot 11;

Thence South 86°44'54" East, a distance of 1434.74 feet, passing an iron pin set at a distance of 1404.74 feet, with the line common to said 38.726 acres and said Liberty Village, to a mag nail set at the northeast corner of said 38.726 acres in the centerline of Steitz Road (60 feet wide - County Road 125);

Thence South 03°25'31" West, a distance of 1109.31 feet, with the centerline of Steitz Road and the east line of said 38.726 acres, to a mag nail set at the common corner of said 38.726 acres and that 5.001 acres described in deed to Timothy K. Shelly, of record in Official Record 781, Page 2874;

Thence North 87°05'54" West, a distance of 30.00 feet, with the line common to said 38.726 acres and said 5.001 acres, to an iron pin set in the west right of way line of said Steitz Road;

Thence North 03°25'31" East, a distance of 272.27 feet, with the west right of way line of said Steitz Road and parallel with and 30.00 feet west of the centerline of said Steitz Road, to an iron pin set;

Thence through said 38.726 acres the following courses:

North 86°44'54" West, a distance of 521.28 feet, passing an Iron pin set at a distance of 347.22 feet, to an iron pin set;

North 88°11'36" West, a distance of 56.78 feet, to an iron pin set;

South 72°54'56" West, a distance of 58.18 feet, to an iron pin set;

South 60°28'00" West, a distance of 77.11 feet, to an iron pin set;

South 70°40'36" West, a distance of 142.21 feet, to an iron pin set;

North 86°44'54" West, a distance of 99.39 feet, to an iron pin set;

South 29°08'43" West, a distance of 116.99 feet, to an iron pin set at the northwest corner of said 5.001 acres;

Thence continuing through said 38.726 acres the following courses:

North 51°40'15" West, a distance of 108.61 feet, to an iron pin set;

South 36°38'21" West, a distance of 203.91 feet, to an iron pin set;

South 02°54'06" West, a distance of 196.38 feet, to an iron pin set in the line common to said 38.726 acres and that 5.001 acres described in deed to Gary M. Clark and Tamara Osborn-Clark, of record in Official Record 1135, Page 2770, also being in the common line of Farm Lot 9 and 10;

Thence North 87°05'54" West, a distance of 222.19 feet, with the line common to said 38.726 acres and said 5.001 acres to a 5/8-inch rebar found at the common corner of said 38.726 acres and said 5.001 acres, also being in the east line of that 20.527 acres described in deed to Terry R. Imar and Pati Alexis Imar, of record in Official Record 591, Page 15;

S.R. 1A
Pg 234
DESCRIPTION FOR CLOSING ONLY
 EPC Approval Required
 Municipal Approval Required
Delaware County Engineer
3-20-18

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Thence North 03°12'50" East, a distance of 1366.04 feet, with the line common to said 38.726 acres and said 20.527 acres, to the **POINT OF TRUE BEGINNING**, containing 32.264 acres, more or less.

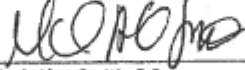
The above description is based on the bearing of South 03°25'31" West for the centerline of Steitz Road as established by GPS and processed by OPUS at the time of the survey.

All iron pins set are 5/8-inch rebar, 30 inches in length, with a yellow cap bearing the name "CEC INC".

The above description was prepared from deeds of record, existing surveys and an actual field survey performed under my direct supervision in November 2016.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

 3/20/2018
Mark Alan Smith, P.S. Date
Registered Surveyor No. 8232

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Meadows at Home Road

January 27, 2016

DESCRIPTION OF A 10.249 ACRE TRACT

Located in the Township of Concord, County of Delaware, State of Ohio, situated in Farm Lots 13 and 14, Section 2, Township 3, Range 19, United States Military Lands, being all of that 10.245 acre tract conveyed to Larry J. Swenson in O.R.V. 1045, Page 1319, said 10.249 acres (by Survey) being more particularly described as;

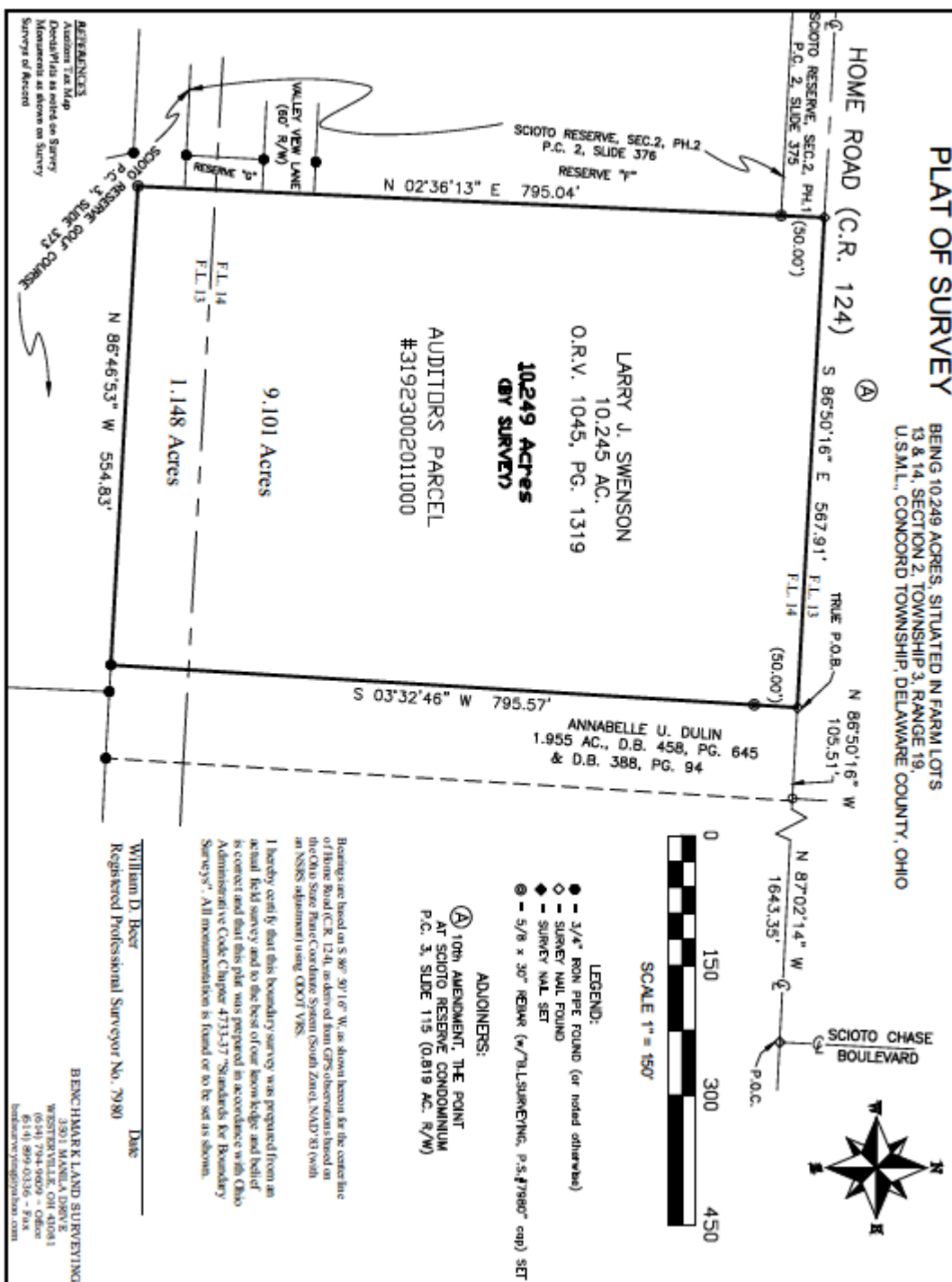
Commencing, for reference, at a survey nail found at the intersection of the centerlines of Home Road (C.R. 124) and Scioto Chase Boulevard; thence, North 87°02'14" West, with the centerline of said Home Road, a distance of 1643.35 feet to an angle point in said centerline; thence, North 86°50'16" West, with the centerline of said Home Road, with the northerly line of that 1.955 acre tract conveyed to Annabelle U. Dulin in D.B. 458, Page 645 and D.B. 388, Pg. 94 and with the southerly line of that 0.819 acre tract of land conveyed (for right-of-way purposes) in the "10th Amendment, The Point at Scioto Reserve Condominium", of record in Plat Cabinet 3, Slide 115, a distance of 105.51 feet to a survey nail set at the northwesterly corner of said 1.955 acres, the same being in the southerly line of said 0.819 acres, being the northeasterly corner of said 10.245 acres and being the TRUE PLACE OF BEGINNING;

Thence, from said TRUE PLACE OF BEGINNING, South 03°32'46" West, with the westerly line of said 1.955 acres and with the easterly line of said 10.245 acres, passing a rebar set at a distance of 50.00 feet, a total distance of 795.57 feet to a ¾-iron pipe found at the southwest corner of said 1.955 acres, the same being in the northerly line of the "Scioto Reserve Golf Course", a subdivision of record in Plat Cabinet 3, Slide 373 and being the southeasterly corner of said 10.245 acres;

Thence, North 86°46'53" West, with the northerly line of said Scioto Reserve Golf Course subdivision and with the southerly line of said 10.245 acres, a distance of 554.83 feet to a rebar set at the southwest corner of said 10.245 acres;

Thence, North 02°36'13" East, with an easterly line of said Scioto Reserve Golf Course subdivision, with an easterly line of Reserve "G", the easterly terminus of Valley View Lane (60' right-of-way), and an easterly line of Reserve "F", all being out of "Scioto Reserve, Section 2, Phase 2", a subdivision of record in Plat Cabinet 2, Slide 376 and with the westerly line of said 10.245 acres, passing a rebar set at a distance of 745.04 feet, a total distance of 795.04 feet to a survey nail set in the centerline of said Home Road, the same being the northwesterly corner of said 10.245 acres;

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Village at Clark Shaw Reserve

LEGAL DESCRIPTION
24.236 ACRES

Situated in the State of Ohio, County of Delaware, Township of Liberty, being in Farm Lots 38, Quarter Township 3, Township 4, Range 19 in the United States Military District, and also being part of the remainder of a 58.75 acre tract as conveyed to RKJ Judy LLC in Official Record 1495, page 895 as being further described as follows;

Commencing an iron pin set at the northeast corner of said Farm Lot 38, the southeast corner of Farm Lot 35, the southwest corner of Farm Lot 36, the northwest corner Farm Lot 37, being in the south line of a 9.958 acre tract (16WL) as conveyed to the Board of Delaware Commissioners in Official Record Number 1240, Page 1961, the north line of a 1.053 acre tract (15WL) as conveyed to the Board of Delaware Commissioners in Official Record Number 1082, Page 1248;

Thence with the south line of said Farm Lot 35, the north line of said Farm Lot 38, the south line of said 9.958 acre and the north line of said 1.053 acre tract, **N 86° 14' 52" W, 12.84 feet** to the northeast corner of the remainder of said 58.75 acre tract, an angle point in the south line of the remainder of a 30.000 acre tract as conveyed to Donald Scott Bauder and Kathy J. Bauder in Official Record 598, page 297, and being in the westerly right of way line of Sawmill Parkway (R/W Varies);

Thence with the east line of the remainder of said 58.75 acre tract, the west line of said 1.053 acre tract and the westerly right of way line of Sawmill Parkway, **S 14° 55' 55" W, 97.11 feet** to an iron pin set at the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence continuing with the east line of the remainder of said 58.75 acre tract, the west line of said 1.053 acre tract and the westerly right of way line of Sawmill Parkway the following three (3) courses:

1. **S 14° 55' 55" W, 149.54 feet** to an iron pin set;
2. **S 08° 45' 45" W, 255.24 feet** to an iron pin set;
3. **S 03° 15' 04" W, 628.35 feet** to an iron pin set;

Thence with the east line of the remainder of said 58.75 acre tract, the west line of said 1.053 acre tract, the west line of a 3.168 acre tract (8WD) as conveyed to the Board of Delaware County Commissioners in Official Record 840, Page 199 and the westerly right of way line of Sawmill Parkway, **S 03° 12' 33" W, 283.26 feet** to an iron pin set;

Thence with the east line of the remainder of said 58.75 acre tract, the west line of said 3.618 acre tract and the westerly right of way line of Sawmill Parkway, **S 40° 07' 01" W, 100.65 feet** to an iron pin set at the southeast corner of the remainder of said 58.75 acre tract and being in the northerly right of way line of Hyatts Road;

Thence with the south line of the remainder of said 58.75 acre tract, the west line of said 3.168 acre tract and the northerly right of way line of Hyatts Road, **N 86° 32' 40" W, 513.39 feet** to an iron pin set;

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Thence continuing with the south line of the remainder of said 58.75 acre tract, the west line of said 3.168 acre tract and the northerly right of way line of Hyatts Road, **S 03° 27' 20" W, 25.00 feet** to an iron pin set;

Thence across the remainder of said 58.75 acre tract the following fourteen (14) courses:

1. **N 86° 32' 40" W, 184.98 feet** to an iron pin set;
2. **N 03° 33' 24" E, 107.55 feet** to an iron pin set;
3. **N 86° 26' 57" W, 132.44 feet** to an iron pin set;
4. **N 03° 33' 03" E, 59.00 feet** to an iron pin set;
5. **N 01° 12' 46" W, 60.21 feet** to an iron pin set;
6. **N 03° 33' 03" E, 216.04 feet** to an iron pin set;
7. **S 86° 26' 57" E, 135.00 feet** to an iron pin set;
8. **N 03° 33' 03" E, 875.00 feet** to an iron pin set;
9. **S 86° 26' 57" E, 136.50 feet** to an iron pin set;
10. Along a curve to the right, a central angle of **90° 00' 00"**, a radius of **18.50 feet**, an arc length of **29.06 feet**, and chord bearing and distance of **S 41° 26' 57" E, 26.16 feet** to an iron pin set;
11. **S 03° 33' 03" W, 11.50 feet** to an iron pin set;
12. **S 86° 26' 57" E, 300.82 feet** to an iron pin set;
13. **N 03° 33' 03" E, 131.79 feet** to an iron pin set;
14. **S 86° 26' 57" E, 352.61 feet** to the **TRUE POINT OF BEGINNING**, containing **24.236 acres**, more or less.

The above description was prepared by Advanced Civil Design, Inc. and is based on existing records and an actual field survey by Advanced Civil Design in November of 2016. A drawing of the above description has been prepared and is a part hereof.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced 7661.

Bearings are based on the Ohio State Plane Coordinated System, North Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation that determines a portion of the centerline of Hyatts Road to be S 86° 32' 40" E.

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

ADVANCED CIVIL DESIGN, INC.

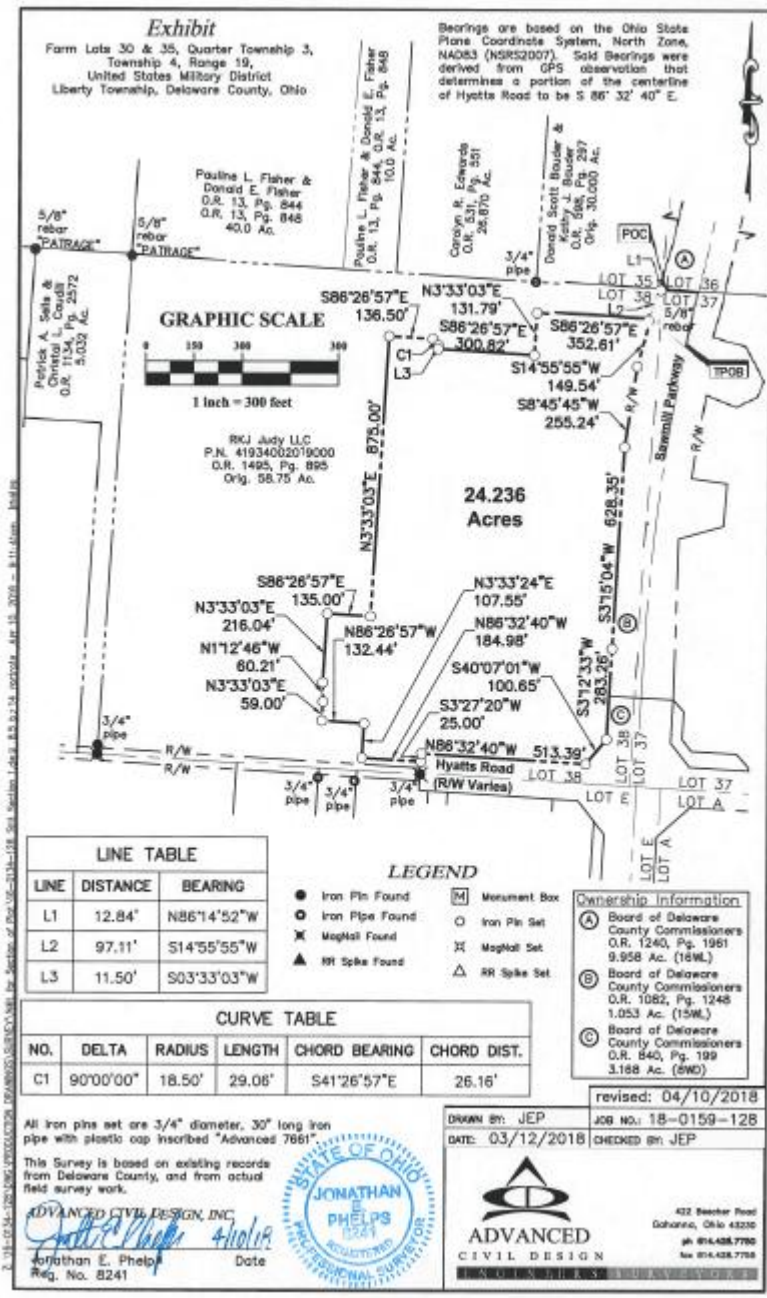
Jonathan E. Phelps 4/10/18
Jonathan E. Phelps
Registration Number 8241

DESCRIPTION FOR CLOSING ONLY
 RPC Approval Required
 Municipal Approval Required
Delaware County Engineer

4-10-18



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Heather Ridge

Zoning Description
38.4 +/- Acres
North of Hyatts Road
West of Sawmill Parkway

Situated in the State of Ohio, County of Delaware, Township of Concord, Farm Lot 39, Section 3, Township 4, Range 19, United States Military District and being all of a 30.00 acre tract of land conveyed to Roy K. Jackson and Judith M. Jackson, Trustees of record in Official Record 13, Page 89, all of a 6.00 acre tract of land conveyed to Metro Development, LLC of record in Official Record 1382, Page 1342 and being part of a 51.75 acre tract of land conveyed to Roy K. Jackson & Judith M. Jackson, Trustees of record in Official Record 13, Page 1086 and being more particularly described as follows:

Beginning, in the southerly line of said 51.75 acre tract of land, the same being in the southerly line of Farm Lot 39, the same being at the northwesterly corner of Farm Lot 21, the same being the northeasterly corner of Farm Lot 20, the same being in the easterly line of Concord Township, the same being in the westerly line of Liberty Township and being in the centerline of Hyatts Road;

Thence **N 86° 43' 48" W**, along a portion of the southerly line of said 51.75 acre tract of land, and the southerly line of said 30.00 acre tract of land and the southerly line of said 6.00 acre tract of land, the same being the southerly line of said Farm Lot 39, the same being the northerly line of said Farm Lot 20 and being along the centerline of said Hyatts Road, **1079.48 feet** to the southwest corner of said 6.00 acre tract of land;

Thence **N 03° 17' 51" E**, along the westerly line of said 6.00 acre tract of land, **1554.38 feet** to the northwesterly corner thereof, the same being the northerly line of said Farm Lot 39 and being the southerly line of Farm Lot 34;

Thence **S 86° 33' 10" E**, along the northerly line of said 30.00 acre tract of land, the northerly line of said 6.00 acre tract of land, a portion of the northerly line of said 51.75 acre tract of land, the same being the common line of said Farm Lot 39 and said Farm Lot 34, **1076.83 feet** to the easterly line of said Concord Township and the same being the westerly line of said Liberty Township;

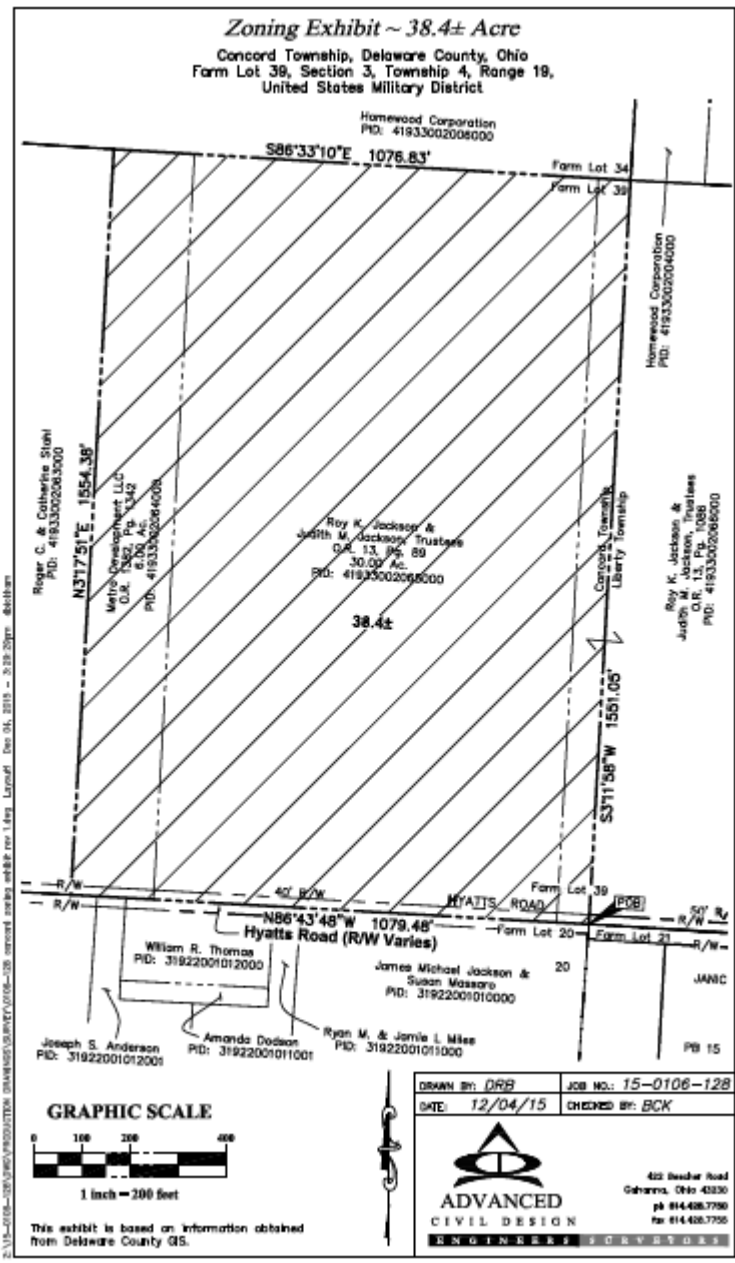
Thence **S 03° 11' 58" W**, across said 51.75 acre tract of land and the same being the common line of said Concord Township and Liberty Township, **1551.05 feet** to the **True Point of Beginning**.

Containing **38.4 +/- acres**, more or less. Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by Advanced Civil Design, Inc. on December 4, 2015 and is based on existing Delaware County Auditor's and Recorder's records.

This description is not to be used for the transfer of land.

ADVANCED CIVIL DESIGN, INC.

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Clark Shaw Reserve – Rockford

LEGAL DESCRIPTION
42.786 ACRES

Situated in the State of Ohio, County of Delaware, Township of Liberty, being in Farm Lots 35 and 38, Quarter Township 3, Township 4, Range 19 in the United States Military District, and also being part of the remainder of a 58.75 acre tract as conveyed to RKJ Judy LLC in Official Record 1495, page 895, part of a 40.0 acre tract and part of a 10.0 acre tract as both conveyed to Pauline L. Fisher and Donald E. Fisher in Official Record 13, Page 844 and Official Record 13, Page 848 as being further described as follows;

Commencing an iron pin set at the northeast corner of said Farm Lot 38, the southeast corner of Farm Lot 35, the southwest corner of Farm Lot 36, the northwest corner Farm Lot 37, being in the south line of a 9.958 acre tract (16WL) as conveyed to the Board of Delaware Commissioners in Official Record Number 1240, Page 1961, the north line of a 1.053 acre tract (15WL) as conveyed to the Board of Delaware Commissioners in Official Record Number 1082, Page 1248;

Thence with the south line of said Farm Lot 35, the north line of said Farm Lot 38, the south line of said 9.958 acre and the north line of said 1.053 acre tract, **N 86° 14' 52" W, 12.84 feet** to the northeast corner of the remainder of said 58.75 acre tract, an angle point in the south line of the remainder of a 30.000 acre tract as conveyed to Donald Scott Bauder and Kathy J. Bauder in Official Record 598, page 297, being in the westerly right of way line of Sawmill Parkway (R/W Varies) and also being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the east line of the remainder of said 58.75 acre tract, the west line of said 1.053 acre tract and the westerly right of way line of Sawmill Parkway, **S 14° 55' 55" W, 97.11 feet** to an iron pin set;

Thence across the remainder of said 58.75 acre tract the following fourteen (14) courses:

1. **N 86° 26' 57" W, 352.61 feet** to an iron pin set;
2. **S 03° 33' 03" W, 131.79 feet** to an iron pin set;
3. **N 86° 26' 57" W, 300.82 feet** to an iron pin set;
4. **N 03° 33' 03" E, 11.50 feet** to an iron pin set;
5. Along a curve to the left, having a central angle of **90° 00' 00"**, a radius of **18.50 feet**, an arc length of **29.06 feet**, and chord bearing and distance of **N 41° 26' 57" W, 26.16 feet** to an iron pin set;
6. **N 86° 26' 57" W, 136.50 feet** to an iron pin set;
7. **S 03° 33' 03" W, 875.00 feet** to an iron pin set;
8. **N 86° 26' 57" W, 135.00 feet** to an iron pin set;
9. **S 03° 33' 03" W, 216.04 feet** to an iron pin set;
10. **S 01° 12' 46" E, 60.21 feet** to an iron pin set;
11. **S 03° 33' 03" W, 59.00 feet** to an iron pin set;
12. **S 86° 26' 57" E, 132.44 feet** to an iron pin set;
13. **S 03° 33' 24" W, 107.55 feet** to an iron pin set;
14. **S 86° 32' 40" E, 184.98 feet** to an iron pin set in the west line of a 3.168 acre tract (8WD) as conveyed to the Board of Delaware County Commissioners in Official Record 840, Page 199 and the westerly right of way line of Sawmill Parkway;

DESCRIPTION FOR CLOSING ONLY
 RPC Approval Required
 Municipal Approval Required
 Delaware County Engineer

7.13.18

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Thence with the west line of said 3.168 acre tract, the westerly right of way line of Sawmill Parkway and the east line of the remainder of said 58.75 acre tract, **S 03° 27' 20" W, 40.00 feet** to a magnail set at angle point in the south line of said 58.75 acre tract and being in the centerline of Hyatts Road (R/W Varies);

Thence with the south line of the remainder of said 58.75 acre tract and the centerline of Hyatts Road, **N 86° 32' 40" W, 1008.38 feet** to a magnail set at the southwest corner of the remainder of said 58.75 acre tract and the southeast corner of a 5.032 acre tract as conveyed to Patrick A . Sells and Christal L. Caudill in Official Record 1134, Page 2572;

Thence with the west line of the remainder of said 58.75 acre tract and the east line of said 5.032 acre tract, **N 03° 37' 07" E, 1557.29 feet** to an iron pin set at the northwest corner of the remainder of said 58.75 acre tract, the northeast corner of said 5.032 acre tract, the southwest corner of said 40.0 acre tract, the southeast corner of a 48.89 acre tract as conveyed to Clarkshaw Reserve I LLC in Official Record 1553, Page 1306;

Thence across said 40.0 acre tract the following six (6) courses:

1. **N 52° 16' 33" E, 78.54 feet** to an iron pin set;
2. **N 01° 42' 57" E, 468.44 feet** to an iron pin set;
3. **S 86° 26' 57" E, 150.00 feet** to an iron pin set;
4. **N 03° 33' 03" E, 116.80 feet** to an iron pin set;
5. **S 86° 26' 57" E, 415.00 feet** to an iron pin set;
6. **N 03° 33' 03" E, 52.11 feet** to an iron pin set;

Thence across said 40.0 acre tract and said 10.0 acre tract, **S 86° 26' 57" E, 220.04 feet** to an iron pin set in the east line of said 10.0 acre tract and the west line of a 26.870 acre tract as conveyed to Carolyn R. Edwards in Official Record 531, Page 551;

Thence with the east line of said 10.0 acre tract and the west line of said 26.870 acre tract, **S 03° 38' 20" W, 689.60 feet** to an iron pin set at the southeast corner of said 10.0 acre tract and the southwest corner of said 26.870 acre tract and being in the north line of the remainder of said 58.75 acre tract;

Thence with the north line of the remainder of said 58.75 acre tract, the south line of said 26.870 acre tract and the south line of the remainder of said 30.000 acre tract, **S 86° 24' 09" E, 818.66 feet** to the **TRUE POINT OF BEGINNING**, containing **42.786 acres**, more or less.

The above description was prepared by Advanced Civil Design, Inc. and is based on existing records and an actual field survey by Advanced Civil Design in November of 2016. A drawing of the above description has been prepared and is a part hereof.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced 7661.

Bearings are based on the Ohio State Plane Coordinated System, North Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation that determines a portion of the centerline of Hyatts Road to be S 86° 32' 40" E.

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

ADVANCED CIVIL DESIGN, INC.



Jonathan E. Phelps 7/13/18
Jonathan E. Phelps
Registration Number 8241

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

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ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
-Will be attending the CEBCO rate renewal meeting.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Attended the Regional Planning meeting last Thursday.
-Our EMS department has received the CAAS (Commission on Accreditation of Ambulance Services) back.
-Will be attending the Arts Castle event this evening.
-The All Horse Parade will take place Sunday.
-Attended the Humane Society event (Around a Big Table)

Commissioner Benton
-The All Horse Parade will take place on Sunday at 3:00 P.M.
-Will be attending the CEBCO board meeting.
-Participated in a conference call yesterday with the CCAO Taxation and Finance committee. The two main topic were the State Auditor's Financial Health Indicator for counties and the Wayfair Decision which put into effect out of state sales tax effective September 1, 2019.
-The Little Brown Jog will take place on Sunday (10:00 A.M) at Liberty Park.
-Complimented Director Fishel on his newsletter.
-Congratulated the Delaware Pacers on their victory over the Buckeye Valley Barons.

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There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners