

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 9, 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

8:30 A.M. Session

8:30 A.M. Reconvening Of Final Hearing For The Homestead At Scioto Reserve Section 1 Drainage Maintenance Improvement Petition Project

1:30 P.M. Viewing For The Proposed Vacation Of An Abandoned Portion Of Old East Powell Road

1
RESOLUTION NO. 19-881

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 5, 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 September 5, 2019; and

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

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

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

2
PUBLIC COMMENT

Bill Rietz: Invitation to the Commissioners for the Reception and Official Unveiling of the Rutherford B. Hayes Statue on October 4, 2019.

3
ERIC BURGESS, ASSISTANT CHIEF OF EMERGENCY MEDICAL SERVICES
Commission On Accreditation Of Ambulance Services

4
RESOLUTION NO. 19-882

8:30A.M. RECONVENING OF FINAL HEARING FOR THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE IMPROVEMENT PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Benton to reconvene the hearing at 8:45A.M..

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

4 continued
RESOLUTION NO. 19-883

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

4 continued

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RESOLUTION NO. 19-884

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE IMPROVEMENT PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 8:51A.M..

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

4 continued

RESOLUTION NO. 19-885

IN THE MATTER OF COMMISSIONERS AFFIRMING THE ORDER AND CONFIRMING THE ASSESSMENTS FOR THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on November 1, 2017, a Drainage Improvement Petition for The Homestead at Scioto Reserve Section 1 watershed was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Board on Thursday April 5, 2018 with Resolution NO.18-369 found in favor of the improvement and directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Homestead at Scioto Reserve Section 1 Drainage Maintenance Improvement Project; and

WHEREAS, the Board on August 22, 2019, opened a public hearing, and continued said hearing to September 9, 2019 to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Homestead at Scioto Reserve Section 1 Drainage Maintenance Improvement Project; and

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

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

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

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

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in section 6131.01 of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of section 6137.02 of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual Drainage Improvement maintenance assessments.

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

5

RESOLUTION NO. 19-886

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0906 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0906:

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It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0906, memo transfers in batch numbers MTAPR0906 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PNC Bank	Procurement Card Environmental Services	66211900-5200	\$15,000.00
B&K LEHNER EXCAVATING	Contracted Professional Services	40311465-5301	\$8,100.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1904492	PELTON ENVIRONMENTAL PRODUCTS	REPAIR ANGLES FOR OECC FILTER 4	66211900 - 5201	\$6,230.69

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

**6
RESOLUTION NO. 19-887**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Joyce Bowens and Lisa Thompson attend a How to Excel at Managing and Supervising people Training in Columbus Ohio November 7-8, 2019 at the cost of \$598.00 (fund number 23711630).

The Emergency Medical Service's Department is requesting that Lieutenant Julie Webb, Lieutenant Jessica Murray and Paramedic Seth Riddlebarger attend a Live Cadaver Lab in Columbus, Ohio on September 25, 2019 at no cost.

The Code Compliance Department is requesting that Duane Matlack and Joseph Amato attend a Central Ohio Code Officials Association International Building Code Seminar in Columbus, Ohio September 11, 2019; at no cost.

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

**7
RESOLUTION NO. 19-888**

IN THE MATTER OF RECOGNIZING THE WEEK OF SEPTEMBER 9-15, 2019 AS DIRECT SUPPORT PROFESSIONALS APPRECIATION WEEK:

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

WHEREAS, in September, people with disabilities, family members, and members of the disability community celebrate September 9-15, 2019 as Direct Support Professional (DSP) Appreciation Week; and

WHEREAS, DSPs are life changers who assist people in need of support to lead personally fulfilling lives by supporting them to work, live and play in their chosen community; and

WHEREAS, DSPs are a foundational element in the circle of support of which people with developmental disabilities and their families rely; and

WHEREAS, DSPs provide a broad range of individualized supports, including meal preparation, medication assistance, bathing, dressing, mobility, and other daily tasks; and

WHEREAS, an adequate workforce of high quality DSPs is necessary for Delaware County to meet the needs of people with disabilities; and

WHEREAS, through this week of awareness the disability community wishes to raise awareness and advocate for this important and needed profession; and

WHEREAS, the disability community also wishes to share their appreciation for the dedicated care and continuous support DSPs provide to people in Delaware County; and

THEREFORE, BE IT RESOLVED that the Delaware County Commissioners recognize the critical work of Direct Support Professionals and the contribution they make to our community by supporting Delaware residents to live their lives to the fullest; and

BE IT FURTHER RESOLVED that the Delaware County Commissioners designate the week of September 9-

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15, 2019 as Direct Support Professionals Appreciation Week.

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

8

RESOLUTION NO. 19-889

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND FIRST AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS SAFELY HOME INCORPORATED:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract and first amendment with Safely Home Incorporated;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract and first amendment with Safely Home Incorporated for Child Care Placement:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Safely Home Incorporated 121 Center Road Bedford, Ohio 44146 This Agreement in effect from 9/16/2019-6/30/2020	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND SAFELY HOME, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Safely Home, Inc. (“Provider”) (“First Amendment”) is entered into this September 9, 2019.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 09/16/19 through 06/30/20 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

A. Article II. This agreement shall have an initial service period of 09/16/19 through 06/30/20.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

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- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is sandy.honigford@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature

Date

Printed Name

Title

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- J. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- K. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

- A. Exhibits to Agreement.**
 - 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
 - 1. OPERS Independent Contractor/Worker Acknowledgement.
 - 2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.
- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.**
 - 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 - 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.
- F. Auditor’s Certification.** The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

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

**9
RESOLUTION NO. 19-890**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR

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LIBERTY SUMMIT:

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 Liberty Summit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Liberty Summit for submittal to the Ohio EPA for their approval.

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

10

RESOLUTION NO. 19-891

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR LIBERTY SUMMIT:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider Agreement for Liberty Summit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider Agreement for Liberty Summit:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 9TH day of September 2019, by and between **Liberty Summit, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Sanitary Sewer Improvements Plan for Liberty Summit** and the corresponding subdivision plat or condominium amendment 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 Improvements Plan for Liberty Summit**, dated **July 19, 2019**, and approved by the County on **September 9, 2019**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

The Subdivider may assign this Agreement, and its rights and obligations hereunder, upon providing written notice to the County and receiving written approval of the assignment from the County Administrator.

SECTION II: CAPACITY

There are **234** 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.

The Improvements include a connection for a clubhouse, which will require a Commercial Tap Fee Form be submitted to the County. The number of residential equivalent connections will be determined following submittal of this form.

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, or require its contractor to execute, bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$417,110.00**) 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 Improvements Plan for Liberty Summit**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvements Plan for Liberty Summit (\$14,599.00)**. 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 Improvements Plan for Liberty Summit (\$35,454.00)**. 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 Improvements Plan for Liberty Summit** 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

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use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder’s Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

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

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

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

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary 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

11

RESOLUTION NO. 19-892

IN THE MATTER OF ESTABLISHING THE DELAWARE COUNTY ROADWAY GRANT ASSISTANCE PROGRAM:

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

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 9, 2019**

WHEREAS, in an effort to encourage other local government partners in Delaware County to seek state and federal grants for roadway transportation projects and to offset the required local matching funds for such grants, the Delaware County Board of Commissioners (the "Board") has participated in the cost of transportation projects undertaken by local jurisdictions through a "Grant Enhancement Program," whereby Delaware County matches local contributions from political subdivisions within Delaware County which have legal responsibility for maintaining public roadways, on roadway improvement projects which receive state or federal funding, on a dollar-for-dollar basis up to a maximum of \$50,000, per political subdivision, per year; and

WHEREAS, the Board wishes to continue the support of, and cooperation with, local government partners in Delaware County through a new program to replace the Grant Enhancement Program named the Delaware County Roadway Grant Assistance Program, providing for additional funding toward eligible roadway infrastructure projects; and

WHEREAS, various sections of the Revised Code authorize such cooperation between local government jurisdictions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the Roadway Grant Assistance Program is hereby established pursuant to the following program guidelines:

**DELAWARE COUNTY
ROADWAY GRANT ASSISTANCE PROGRAM**

Program Guidelines

Effective January 1, 2020

Section 1. Authority

Various statutes within the Ohio Revised Code, including, without limitation, sections 9.482, 307.15, 715.02, and 5555.022, provide for the cooperation between political subdivisions of the state and provide for the granting of financial assistance between public agencies. By entering into agreement with any other political subdivision to participate in a roadway transportation project, the Board of County Commissioners of Delaware County (the "County") is exercising its power and authority to improve transportation infrastructure within the contracting jurisdiction.

Section 2. Eligible Political Subdivisions

Any political subdivision located, either in whole or in part, within Delaware County that maintains public roads and that has a majority of its total population residing in Delaware County is eligible for participation in the *Delaware County Roadway Grant Assistance Program* (the "Program") and is referred to herein as the Project Sponsor or Sponsor. The Delaware County Transportation Improvement District is not eligible for this Program.

Section 3. Eligible Projects

Any roadway infrastructure project by an eligible political subdivision that includes the construction, reconstruction, improvement, repair, replacement, alteration or resurfacing of public roads, bridges, culverts, storm sewers, drains, or other infrastructure located within existing or new public road right of way, and having an estimated useful life of at least seven (7) years, as determined by the County Engineer, is eligible for the Program.

Projects that are considered stand-alone trail or sidewalk construction projects for which the majority of the project cost involves the construction, repair, replacement, installation or alteration of trails, paths or sidewalks will not be eligible for the Program. Sponsors of such projects are encouraged to consider the County's *Trail Assistance Program*.

Projects which are considered to be routine roadway or street maintenance work, such as sealing, rejuvenation, sawing, repairing or similar work that results in a useful life less than seven (7) years, are not eligible for the Program.

Section 4. Eligible Project Expenses

Only the construction contract expenses of a project with minimum total contract amount of \$100,000 paid by an eligible political subdivision is eligible for grant funding under the Program. Preliminary engineering, acquisition of property, relocation of utilities, construction engineering, inspection, testing, legal or other professional expenses are not eligible for reimbursement.

Section 5. Funds Subject to Appropriation

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Any grants or loans provided under the Program will be paid from the Road and Bridge Projects Fund or any other fund authorized by law for such purpose, and shall be subject to annual appropriation by the County within the County Engineer’s budget.

Section 6. Grants

Program grants will be provided on a basis of Three Dollars (\$3.00) for every One Dollar (\$1.00) of eligible project expenses paid by the Project Sponsor, subject to a maximum amount of \$150,000 for any political subdivision in any calendar year.

Program grants will be paid in the form of a reimbursement of 75% of the eligible project expenses, up to a maximum of \$150,000, upon receipt of an acceptable invoice showing the amount(s) paid by the political subdivision toward the construction phase of the project.

Example 1: The Project Sponsor pays \$200,000 for the construction contract on an eligible transportation project and receives an \$800,000 grant from a state agency. The County will provide a Program grant of \$150,000 (75% of \$200,000).

The amount of the Program grant cannot exceed the amount of state or federal grant funding provided for the project, not including loans. The Program will not match non-financial (in-kind) contributions.

Example 2: The Project Sponsor pays \$200,000 for construction of an eligible transportation project and receives a \$100,000 grant from a state agency. The County will provide a Program Grant of \$100,000 (limited by the amount of the state grant).

Funding through the Program is available on a first come, first served basis, determined by the date in which the Board of County Commissioners approves a Grant Agreement or Cooperative Project Agreement for the Project.

Section 7. Administration

The County Engineer will administer the Program on behalf of the County and shall have authority to issue vouchers for payment to the County Auditor upon receipt of acceptable invoices for payment under the Program where a valid grant agreement is in place for the project, and shall have authority to make such reasonable changes or exceptions as are necessary to carry out the intent of this Program, subject to the amount of funding appropriated by the County.

Section 8. Procedures

1. **Initiating a Grant Request.** The Project Sponsor shall contact the County Engineer’s Office no later than May 1st for any grants to be requested in the following year. The request shall include the name of the Sponsor, name of the project, description of the project, the estimated amount of grant funds requested, and the estimated completion date of the project.
2. **Approval of Grant Agreement or Cooperative Agreement.** The Sponsor must submit a completed grant agreement or cooperative project agreement on form(s) provided by the County Engineer no later than August 15 for any grants requested in the following year.
3. **County Approval of Grant.** The County Commissioners will consider approval of grant agreements or cooperative project agreements during regular board meetings as requested by the County Engineer.
4. **Direct Payment Requests.** For grant agreements or cooperative project agreements issued for projects included in the County’s annual Road Improvement Program, the County will provide direct payment to the County’s contractor on behalf of the project sponsor when requested. The County will pay grants for all other projects on a reimbursement basis only.
5. **Reimbursement Requests.** Project Sponsor must submit the reimbursement request in the form of an invoice to the County Engineer and include any required documentation, including a copy of the approved grant agreement or cooperative project agreement and any supporting documentation of the Project Sponsor’s payment of construction phase expenses. Any Project Sponsor shall provide additional supporting documentation as requested by the Delaware County Auditor, and provision of such supporting documentation is a condition for approval of reimbursement.

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

**12
RESOLUTION NO. 19-893**

IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE MAINTENANCE EASEMENTS, AND CERTIFYING THE DRAINAGE MAINTENANCE

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
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ASSESSMENT COLLECTION PERCENTAGE FOR 2020 FOR THE FANCHER DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation Staff recommend finalizing the construction assessments, establishing the Drainage Maintenance Account, and approving the Drainage Maintenance Easements for the Fancher Drainage Improvement Project; and

WHEREAS, for the request to finalize the construction assessments (final schedule of assessments available in the Commissioners’ Office until no longer of administrative value), establish the Drainage Maintenance account for the referenced project, approve the Drainage Maintenance easements per Chapters 6131 and 6137 of the Revised Code, and certify the Drainage Maintenance assessment collection percentage for 2020, the following information may be used to initiate the account:

Name: Fancher
Account: 1903
Organization: 21911401
Amount: \$10,000
2020 Collection: 3.0%

Maintenance Easement Description: (Map available at Engineer’s Office)

Beginning at the road right-of-way for Fancher Road near the exit of the road culverts on 12150 Fancher Road (Delaware County Auditor Parcel ID #31634003014000) and extending to the Delaware County/Franklin County boundary on 6701 Miller Paul Road (Delaware County Auditor Parcel ID #31634003027000)

A to B:
25 feet right to top of bank
25 feet left of top of bank

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners establishes the Maintenance Account and approves the Maintenance Easements for the Fancher Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2020;

BE IT FURTHER RESOLVED that the Board of Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners’ Office until no longer of administrative value) when the interest rate of the bond for the borrowing of money is determined;

BE IT FURTHER RESOLVED that the Commissioners’ Office will supply to the Auditor’s Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with the interest rate of the installment. As the project’s final cost is less than the estimate, those property owners who paid in advance are due a refund as shown on the proposed final schedule of assessments.

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

13
RESOLUTION NO. 19-894

IN THE MATTER OF APPROVING THE PIPELINE RELOCATION AGREEMENT BY AND BETWEEN COLUMBIA GAS OF OHIO, INC. AND DELAWARE COUNTY FOR FREEMAN ROAD:

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

WHEREAS, the County Engineer recommends approving the Pipeline Relocation Agreement by and between Columbia Gas of Ohio, Inc. and Delaware County for Freeman Road;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve the Pipeline Relocation Agreement by and between Columbia Gas of Ohio, Inc. and Delaware County for Freeman Road as follows:

Pipeline Relocation Agreement

This Pipe Relocation Agreement (“Agreement”) is made as of the 5th of September, 2019, by and between Columbia Gas of Ohio, Inc., an Ohio corporation with offices at 3550 Johnny Appleseed Ct. Columbus, Ohio 43231, hereinafter referred to as “Columbia,” and Delaware County, whose address is 50 Channing St. Delaware, Ohio 43015, hereinafter referred to as “Requestor.” Columbia and Requestor are each a “Party” and collectively referred to as “the Parties.”

Witnesseth

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WHEREAS, Columbia owns and operates a 3 inch pipeline, located along the north side of Freeman Rd., in Delaware County, Ohio; and

WHEREAS, Requestor wishes to have a portion of the pipeline and any related pipeline facilities relocated in order to permit certain construction or other activity in the vicinity of said pipeline, and Columbia is willing to relocate a portion of the pipeline subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Requestor requests relocation of Columbia's pipeline and any related pipeline facilities as follows: Installing 80' -4" PMMP on the north side of Freeman Rd. Requestor shall pay one hundred percent (100%) of any and all direct and indirect costs associated with the pipeline relocation.

2. Requestor shall deposit the sum of **\$22,385.00** (the "Deposit") with Columbia, which sum is an estimated cost of relocating Columbia's pipeline. Said cost of relocation shall include any and all costs including, but not limited to, cost of right-of-way acquisition, permit fees, materials, contractor mobilization, and labor. Requestor acknowledges and agrees that the Deposit is based upon both the information available and circumstances known to Columbia as of the date of the execution of this Agreement. Requestor further agrees and acknowledges that the Deposit may be increased, pursuant to this Paragraph 2 and Paragraph 3 below. If Requestor cancels or postpones its contemplated construction project or other activity, Requestor shall reimburse Columbia for all costs (direct and indirect) expended or obligated at the time of cancellation or postponement, including costs which may have to be expended to restore the Requestor's, Columbia's or any third party's premises to their original condition, all such amounts to be deducted from the Deposit. Any such costs which exceed the Deposit shall be payable by Requestor immediately upon notice from Columbia. Notwithstanding any other provision of this Agreement, if the pipeline relocation is not completed within six months of the execution of this Agreement, Columbia reserves the right to increase the Deposit. Upon notice from Columbia, Requestor shall promptly pay such additional sum to Columbia. Columbia may retain the Deposit until the completion of the work contemplated under this Agreement. Unless otherwise required by law or order of any governmental body having jurisdiction over Columbia, Columbia shall not be required to pay interest, carrying charges, or any other amounts related to the Deposit.

3. Upon execution of this Agreement by both Parties and the receipt of the Deposit from Requestor, Columbia agrees to begin plans for said pipeline relocation. Columbia will physically relocate said pipeline and any related pipeline facilities as mutually agreed only when all necessary rights-of-way have been secured and all material is available. Columbia will not commence the relocation project until such time as such pipeline relocation work will not impair the operation of Columbia's gas distribution system or its service to its customers. Columbia is not responsible for any Requestor losses of any kind resulting from work delays or cancellation, or delay or refusal by a governmental entity to issue any necessary permit. This Agreement may be suspended, the Deposit amount may be increased by Columbia, or the terms of this Agreement renegotiated by Columbia, due to adverse digging or soil (e.g. ledge, hazardous materials, etc.) conditions, or delay or denial of necessary permits.

4. Upon Columbia's request, Requestor agrees to enter into a Right of Way Agreement with Columbia in which Requestor shall grant to Columbia all necessary easements or rights of way on property owned by Requestor at no cost to Columbia. Requestor shall also cooperate with and compensate Columbia for acquiring any necessary easements or rights of way on property owned by third parties that are not in a public street or way. Columbia shall not be obligated to undertake the pipeline relocation and this Agreement shall be terminated at the sole discretion of Columbia if: (i) Requestor fails to timely enter into the Right of Way Agreement with Columbia, referenced above; or (ii) Columbia is not able to obtain necessary third party easements or rights of way upon terms and conditions (including cost) agreeable to Columbia. In the event of such termination, Requestor shall be responsible for all costs expended by Columbia and/or which Columbia is obligated to expend in connection with the relocation project and the termination of such project. Any such costs which exceed the Deposit shall be payable by Requestor immediately upon notice from Columbia.

5. To the extent any portion of the pipeline relocation occurs on Requestor's property or property it or an affiliate controls, the Requestor at its own expense, shall (i) respond to reasonable requests of Columbia, its representatives and any governmental authorities or administrative agencies to provide all necessary information describing the physical characteristics of the property, including surveys, site elevations, legal and other required investigations and the like which it may have now or in the future; (ii) mark and identify for Columbia, the correct locations of all underground facilities (e.g., septic systems, sprinkler systems, water lines electric lines, propane tanks and lines, etc.) owned by the Requestor and/or others at or about the property; (iii) notify Columbia of any condition on or about the property which could affect the work contemplated hereunder; and (iv) cooperate with Columbia to obtain all necessary approvals, site plan reviews, permits, required for Columbia to carry out its work and obligations hereunder. Columbia shall not be obligated to undertake the pipeline relocation and this Agreement shall be terminated at the discretion of Columbia if Requestor fails to satisfy its obligations as set forth in this Section 5. In the event of such termination, Requestor shall be responsible for all costs expended by Columbia and/or which Columbia is obligated to expend in connection with the relocation project and the termination of such project. Any such costs which exceed the Deposit shall be payable by Requestor immediately upon notice from Columbia.

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6. Upon completion of said pipeline relocation, Columbia shall, within a reasonable time, submit to Requestor a statement showing the actual cost thereof. If the actual (direct and indirect) cost of said pipeline relocation is more than the amount of the Deposit, Requestor shall promptly pay the difference between the actual costs and the Deposit, to Columbia. Requestor will make such reimbursement payment to Columbia within thirty (30) days of receipt of the invoice. Late payments will bear interest at a rate of 1.0% a month, which equals an annual percentage rate of 12%. If the actual cost is less than the amount of the Deposit, Columbia shall promptly return to Requestor the difference between the Deposit and the actual costs.

7. All questions with respect to the interpretation and construction of this Agreement and the rights and liabilities of the Parties hereunder shall be determined in accordance with the applicable laws of Ohio without regard to the law of conflicts or any choice of law provisions that would direct the application of the laws of another jurisdiction. Any legal action or in any way related to or arising from this Agreement shall be brought and heard only in a court of competent jurisdiction located in Delaware County, Ohio. This Agreement contains the entire agreement between the Parties concerning the relocation work, and no modification of this Agreement will be binding unless approved in writing by both Parties. Requestor may not assign this Agreement without express written consent from Columbia. Such consent may be withheld by Columbia in its sole discretion. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. No provision of this Agreement shall be interpreted more or less favorably towards either Party because its counsel drafted all or a portion hereof.

Requestor represents and warrants that it has requisite authority to enter into this Agreement and that its representative signing this Agreement is authorized to bind and obligate the Requestor to the terms of this Agreement. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one instrument. Facsimile and pdf signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures.

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

14

RESOLUTION NO. 19-895

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE AND TIME FOR THE PROJECT KNOWN AS RUDER WEST DRAINAGE IMPROVEMENT PROJECT

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

WHEREAS, the County Engineer recommends approval of the Estimate, Bid Specifications and Bid Opening Date and Time for the Ruder West Drainage Improvement Project (the "Improvement"); and

WHEREAS, Resolution No. 19-208 (Main), Resolution No. 19-210 (Lateral "A1") and Resolution No. 19-213 (Lateral "A2") found in favor of the Improvement and affirmed the order for the Improvement; and

WHEREAS, Resolution No. 19-209 (Main), Resolution No. 19-211 (Lateral "A1") and Resolution No. 19-214 (Lateral "A2") confirmed the assessments, approved the payment schedule and ordered the letting of the contracts for the Improvement; and

WHEREAS, the County Engineer has prepared plans, specifications and estimates for the Improvement; and

WHEREAS, the County Engineer has estimated the construction cost of the Improvement to be \$180,172;

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

Section 1: The specifications, estimate, and bid opening date and time for the project known as Ruder West Drainage Improvement Project are hereby approved.

Section 2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Advertisement for Bids:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, October 1, 2019, at which time they will be publicly received and read aloud, for the project known as:

O.R.C. 6131 Drainage Improvement Project

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Ruder West Drainage Improvement Project

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

THE ENGINEER’S CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$180,172.00 PER O.R.C. 6131.40 NO BIDS SHALL BE ACCEPTED THAT EXCEEDS THE ENGINEER’S CONSTRUCTION ESTIMATE.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before December 6, 2019. The estimated commencement of work date is October 21, 2019.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
Septemeber 13, 2019

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

15

RESOLUTION NO. 19-896

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND MP DORY COMPANY FOR THE PROJECT KNOWN AS 2019 DELAWARE COUNTY TRAFFIC SIGNAL IMPROVEMENTS:

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

**2019 Delaware County Traffic Signal Improvements
Bid Opening of August 13, 2019**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to MP Dory Company, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and MP Dory Company for the project known as 2019 Delaware County Traffic Signal Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with MP Dory Company for the project known as 2019 Delaware County Traffic Signal Improvements.

CONTRACT

THIS AGREEMENT is made this 9th day of September, 2019 by and between **MP Dory Company**, hereinafter called the "Contractor" and the **Delaware County Commissioners**, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **"2019 Delaware County Traffic Signal Improvements"**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

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The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Eight Hundred Sixty-Seven Thousand Eight Hundred Three Dollars and Fifteen Cents (\$867,803.15)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

16

RESOLUTION NO. 19-897

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

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

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

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

Permit #	Applicant	Location	Type of Work
U19-139	Century Link	Creek Road	Place cable in ROW
U19-140	American Cell, LLC	Venture Dr.	Directional Bore
U19-141	Ohio Power Company	County Home Road	Place cable in ROW
U19-142	Ohio Power Company	Leonardsburg Road	Place cable in ROW
U19-143	Ohio Power Company	Leonardsburg Road	Place cable in ROW
U19-144	Ohio Power Company	County Home Road	Place cable in ROW
U19-145	Ohio Power Company	Leonardsburg Road	Place cable in ROW
U19-146	Team Fishel	Green Meadows Drive	Directional Bore
U19-147	Frontier	Burnt Pond Road	Place aerial cable
U19-148	Suburban Natural Gas	Courtyards at the Ravines	Lay gas main
U19-149	Suburban Natural Gas	Howard Farms Section 1A & 1B	Lay gas main

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Impressed by the quality of leadership here in Delaware County.
- The All Horse Parade was yesterday. The weather was good. Thank you to Diane Winters for all of her work to make this happen.
- Attended the Arts Castle 30 year celebration.
- There will be a TID meeting on Wednesday morning.
- There will be a Land Bank meeting on Wednesday afternoon.
- DKMM will meet tomorrow.

Commissioner Benton

- The Investment Committee will meet on Thursday morning.
- Attended the MORPC Executive Meeting on Thursday.
- Attended the CEBCO renewal meeting on Friday. They announce their new Director starting in January 2020 as Mike Kindell.

19

RESOLUTION NO. 19-898

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR COLLECTIVE BARGAINING:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; discipline of a public employee or public official and for collective bargaining.

Vote on Motion	Mrs. Lewis	Absent	Mr. Benton	Aye	Mr. Merrell	Aye
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RESOLUTION NO. 19-899

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Absent	Mr. Benton	Aye
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Recess 11:03 A.M. /Reconvene 1:30P.M.

IN THE FIELD:

1:30 P.M. VIEWING FOR CONSIDERATION OF THE PROPOSED VACATION OF AN ABANDONED PORTION OF OLD EAST POWELL ROAD

On Monday, September 9, 2019 at 1:30P.M. in the vicinity of 3745 Powell Road Lewis Center, Ohio 43035 The Delaware County Commissioners viewed the abandoned portion of Old East Powell Road with staff members from the Delaware County Engineer's Office.

**Commissioners Present: Jeff Benton, Gary Merrell
Absent: Barb Lewis**

Delaware County Engineer has recommended that an abandoned portion of Old East Powell Road be vacated because East Powell Road has been realigned, there is no longer any perceptible public need for the abandoned portion of the road, and improvements have been constructed within the old alignment;

On July 29, 2019, the Board adopted Resolution No. 19-720, declaring its opinion that it would be for the public convenience or welfare to vacate an abandoned portion of Old East Powell Road.

The portion of the road vacated would be fully vested in the underlying landowners.

NOTE: the hearing on the vacation is scheduled for Monday, October 7, 2019, at 10:00 A.M. The Commissioners:

No members of the public attended the viewing.

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Location Map – East Powell Road (C.R. 14)
Petition to Vacate Right of Way
Commissioner Viewing – September 9, 2019



There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners