

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016

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

1
RESOLUTION NO. 16-1056

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 17, 2016:

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 October 17, 2016; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 16-1057

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1019 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1019:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1019, Procurement Card Payments in batch number PCAPR1019 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Commissioners line 2	CSEA Indirect Cost	23711630-5335	\$ 5,752.69
Air Force One line 1	Preventive Main Water Rec	66211903-5328	\$ 13,522.08
Air Force One line 2	Preventive Main Water Rec	66211904-5328	\$ 9,480.00
Delaware County Fair	Hotel Bed tax	29911190-5380	\$ 400,000.00

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

5
RESOLUTION NO. 16-1058

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Mark Chandler and Cory Smith attend an OHPELRA Labor Relations Training in Columbus, Ohio on October 21, 2016 at a total cost of \$550.00 from org key 66211901-5305.

The Regional Sewer District is requesting that Mark Chandler, Chad Kidd, and Tom Compton attend an Evoqua Water Technologies Technical Workshop in Dublin, Ohio on November 2, 2016 at no cost.

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016

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

6

RESOLUTION NO. 16-1059

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY COMMON PLEAS COURT, JUVENILE DIVISION AND MARYHAVEN, INC. FOR A JUVENILE SEX OFFENDER COUNSELOR:

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

Whereas, the Delaware County Common Pleas Court, Juvenile Division recommends approval of a second amendment to the agreement with Maryhaven for a juvenile sex offender counselor;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve a second amendment to the agreement with Maryhaven for a juvenile sex offender counselor:

SECOND AMENDMENT TO AGREEMENT FOR JUVENILE SEX OFFENDER COUNSELOR

This Second Amendment of the Agreement for Juvenile Sex Offender Counselor (“Second Amendment”) is entered into this 20TH day of OCTOBER, 2016 by and between the Board of Delaware County Commissioners (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Common Pleas Court, Juvenile Division (“Court”), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively “County”) and Maryhaven, Inc. (“Maryhaven”), whose principal place of business is located at 1791 Alum Creek Drive, Columbus, Ohio 43207 (Individually “Party,” collectively “Parties”).

WHEREAS, the Parties entered into an Agreement for Juvenile Sex Offender Counselor (“Agreement”) on December 18, 2014; and,

WHEREAS, the term of the Agreement expired on October 1, 2015; and,

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

WHEREAS, the Agreement also permits the Agreement to be amended in writing with the mutual consent and agreement of the Parties; and,

WHEREAS, the Parties entered into a First Amendment to Agreement for Juvenile Sex Offender Counselor (“First Amendment”) on September 28, 2015; and,

WHEREAS, the First Amendment renewed and extended the term of the Agreement for an additional one (1) year through October 1, 2016 and amended certain provisions of the Agreement; and,

WHEREAS, the Parties now desire to again renew the Agreement and certain certifications in the Agreement and to amend certain provisions of the Agreement.

NOW THEREFORE, the Parties agree to the following:

1. RENEWAL

The term of the Agreement is renewed and extended for an additional one (1) year through October 1, 2017.

NO EXPENDITURE OF COUNTY FUNDS

This Second Amendment does not require the expenditure of any Board, Court, or County funds (\$0.00).

2. RENEWAL OF CERTIFICATIONS

The following certifications are renewed:

A. Independent Contractor Acknowledgement/No Contribution to OPERS

Pursuant to Section VII(B) of the Agreement, Maryhaven, by the signature of its authorized representative below, hereby certifies that it continues to have five (5) or more employees in lieu of completing the OPERS Independent Contractor Acknowledgement Form.

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016

Paul Coleman
President and CEO
Maryhaven, Inc.

B. Findings for Recovery:

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

Paul Coleman
President and CEO
Maryhaven, Inc.

C. Certification Regarding Personal Property Taxes:

Maryhaven, by the signature of its authorized representative below, hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Paul Coleman
President and CEO
Maryhaven, Inc.

D. Campaign Finance – Compliance with ORC § 3517.13

Maryhaven shall complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Such certification is attached to this Second Amendment as Exhibit A and by this reference made a part of this Second Amendment.

3. CORRECTION

The citation in Section VII(X) of the Agreement to R.C. § 2115.13 (R.C. § 2151.13 as corrected by the First Amendment) is deleted.

4. SIGNATURES

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

5. CONFLICTS

In the event of a conflict between the terms of the Agreement, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

6. TERMS OF AGREEMENT UNCHANGED

All terms and conditions of the Agreement and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

**7
RESOLUTION NO. 16-1060**

IN THE MATTER OF ACCEPTING THE AWARD FOR THE VICTIMS OF CRIME AND STATE VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant #	2017 VOCA
Source:	VOCA- Ohio Attorney General
Grant Period:	October 1, 2016 – September 30, 2017
Federal Grant Requested Amount:	\$ 137,286.44
Local Match:	<u>\$ 34,321.61</u>
Total VOCA Grant Amount:	\$ 171,608.05

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016**

Grant # 2017 SVAA
 Source: SVAA- Ohio Attorney General
 Grant Period: October 1, 2016 – September 30, 2017

Federal Grant Requested Amount:	\$ 2,106.00
Local Match:	<u>0.00</u>
Total SVAA Grant Amount:	\$ 2,106.00
Total Grant Amount:	\$ 173,714.05

The acceptance of this grant allows us to continue to employ our victim services director, victim services assistant and civil 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 community of Delaware County.

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

**§
RESOLUTION NO. 16-1061**

IN THE MATTER OF PURCHASING ELECTRONIC STORAGE AND RELATED COMPONENTS FOR USE IN THE INFORMATION TECHNOLOGY SYSTEM:

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

WHEREAS, the Delaware County Auditor, as the Administrator of the Delaware County Automatic Data Processing Board, recommends the purchase of additional storage, and related components and software, for the centralized information technology system; and

WHEREAS, the storage and related components are available for purchase at discounted pricing through the State of Ohio’s cooperative purchasing program (the “Program”); and

WHEREAS, the Board of County Commissioners (the “Board”) is a member of the Program and wishes to purchase the equipment through the Program; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the county has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited against the purchase price of the new property; and

WHEREAS, Carahsoft is currently offering a promotion for trading in obsolete storage for a credit on the purchase of new storage; and

WHEREAS, the county has storage that is inadequate, obsolete, or unfit for public use and qualifies for the Carahsoft trade in promotion;

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

Section 1. The Board hereby approves the purchase of two (2) CS3000 storage arrays and two (2) 84 TB Hybrid storage selves, and related components and software, from Carahsoft Technology Corporation, a state-approved dealer under the Program, in accordance with Quote Number 8715962 dated October 5, 2016, at a total price of \$305,738.32.

Section 2. The Board hereby finds that the county has two (2) EMC VNX 5400 storage arrays that are not needed, obsolete, or unfit for public use and authorizes sale of the arrays to Carahsoft at a price of \$30,000.00 per EMC VNX 5400 array for a total credit to the purchase price in Section 1 of \$60,000.00.

Section 3. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in Index STS-033, Contract # 534354, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order in the amount of \$245,738.32 to Carahsoft Technology Corporation from Data Center Fund Number 20315101 (\$105,738.32) GIS fund number 20110106 (\$100,000.00) Sheriff fund number 10031301 (\$40,000.00)

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

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016

9

RESOLUTION NO. 16-1062

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR VILLAGE AT
OLENTANGY CROSSING PHASE 3:

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

Whereas, the construction of new sanitary sewers at the Village at Olentangy Crossing Phase 3 have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider’s agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Village at Olentangy Crossing Phase 3	970 feet of 8- inch sewer	\$68,009.72
	3- manholes	\$10,125.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

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

10

RESOLUTION NO. 16-1063

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENTS AGREEMENT
FOR ZUMSTEIN NORTH:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sewer Improvements Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Improvements Agreement for Zumstein North:

SANITARY SEWER IMPROVEMENTS AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 20th day of October 2016, by and between **NP/FG, LLC**, hereinafter called “Developer”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) of Delaware County, Ohio. This Agreement is governed by the following considerations and conditions, to wit:

The Developer 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 **Public Sanitary Sewer Improvements Zumstein North**, dated **August 19, 2016**, and approved by the County on **August 29, 2016**, all of which are a part of this Agreement. The Developer shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

Capacity shall be based upon the Agreement for Sanitary Sewer Service between Delaware County and the City of Westerville dated July 17, 2014.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016**

SECTION III: FINANCIAL WARRANTY

The Developer shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction of Delaware County sewer (**\$62,470.00**) remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Developer 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 Developer 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 **Public Sanitary Sewer Improvements Zumstein North**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Developer 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 **Public Sanitary Sewer Improvements Zumstein North (\$2,186.45)**. The Developer shall also deposit with the Delaware County Sanitary Engineer the sum of **\$5,325.00** estimated to be necessary to pay the cost of inspection for **Zumstein North** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Developer and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

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

In addition to the charges above, the Developer shall pay the cost of any third party inspection services for **Public Sanitary Sewer Improvement Plans Zumstein North** 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 Developer 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 Developer, 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 Developer, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Developer 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 Developer when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Developer must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Developer 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 Developer 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 Developer 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

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016**

Improvements.

The Developer shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Developer shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Developer and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Developer 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 Developer. 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 Developer 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 Westerville. 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 Developer 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 Developer become unable to carry out the provisions of this Agreement, the Developer'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 Developer, 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.

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.

SECTION VIII: SIGNATURES

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

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

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016

11

RESOLUTION NO. 16-1064

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR CLARKSHAW MOORS SECTION 1:

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Clarkshaw Moors Section 1:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 20th day of October 2016, by and between **M/I HOMES**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Clarkshaw Moors Section 1** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvements for Clarkshaw Moors Section 1**, dated **July 1, 2016**, and approved by the County on **August 4, 2016**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **46** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

The Subdivider and the County acknowledge and agree that downstream public infrastructure improvements (“downstream improvements”) are necessary to provide sewer service for Clarkshaw Moors Section 1. These downstream improvements will be constructed by others and are required by a separate agreement. The downstream improvements shall consist of manholes 19 to 32 of the Clark-Shaw Trunk Sewer Project 2 and temporary pump station adjacent to Scioto Chase Blvd, as referenced in the Contract Proposal from Trucco Construction to Metro Development and dated September 20, 2016.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$594,505.00**) 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.

Subdivider agrees that the Sanitary Sewer Improvements for Clarkshaw Moors Section 1 will not be accepted for public use until such time that the downstream improvements are completed and acceptable for public use.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016**

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

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvements for Clarkshaw Moors Section 1 (\$20,807.68)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$50,550.00** estimated to be necessary to pay the cost of inspection for **Clarkshaw Moors Section 1** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

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

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Clarkshaw Moors Section 1** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016**

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.

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.

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

**12
RESOLUTION NO. 16-1065**

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002 adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 20, 2016

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

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

That the Delaware County Board of Commissioners hereby authorizes the use of the Probate Court courtroom for the Arena Fair Theater production of "The Caine Mutiny Court Martial" on Nov. 11, 12, 13, 18, 19 and 20, 2016, with more than thirty participants per performance.

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

13

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- The Berkshire New Community Authority met on Tuesday to discuss the track application for the southern interchange.
- ODOT will have a public meeting to talk about that application.

14

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- The Finance Authority held a work session yesterday. It went very well.
- Will be attending a CCAO Meeting tomorrow.

Commissioner Benton

- The Finance Authority Board is a very strong board. They are looking to the future for Economic Development.
- The Symphony is Saturday.
- Very pleased to say that the Cleveland Indians are in the World Series for the first time in twenty years.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners