

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 17, 2017

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

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

1
RESOLUTION NO. 17-744

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 13, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 13, 2017; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-745

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS RECOGNIZING THE WEEK OF JULY 17 – 21, 2017 AS NATIONAL DISABILITY VOTER REGISTRATION WEEK:

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

WHEREAS, in July people with disabilities and our supporters celebrate the anniversary of the Americans with Disabilities Act (ADA); AND

WHEREAS, there are over 50 million people with disabilities of all ages living in communities throughout the United States; AND

WHEREAS, the disability community has a critical interest in policies enacted at local, state, and national levels that effect the integration of people with disabilities, young and old, into our communities; AND

WHEREAS, getting the disability community involved in influencing public policies is essential if these policies are to meet the real needs of people with disabilities to live in the community; AND

WHEREAS, voting is one way for the disability community to exert their influence at local, state and national elections; AND

WHEREAS, there are multiple efforts to develop state disability coalitions around the issue of voting; AND

WHEREAS, REV UP America * Register – Educate – Vote Use your Power is a national effort to encourage state and local disability community voting coalitions; AND

WHEREAS, members of national disability rights community are organizing a National Disability Voter Registration Week (NDVRW) July 17 – 21, 2017;

THEREFORE, BE IT RESOLVED that the Delaware County Commissioners support the growing involvement of the disability community in the political process; AND

BE IT FURTHER RESOLVED, that Delaware County, Ohio designates the week of July 17 – 21, 2017 as National Disability Voter Registration Week.

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

RESOLUTION NO. 17-746

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS RECOGNIZING THE WEEK OF JULY 16-22, 2017 AS PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK IN DELAWARE COUNTY:

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

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection for victims; and

WHEREAS, community corrections professionals advocate community and restorative justice; and

WHEREAS, community corrections professionals are a true Force for Positive Change in their communities;

Therefore, Be it Resolved the Board of County Commissioners, Delaware County, State of Ohio, do hereby proclaim July 16-22, 2017 as:

Pretrial, Probation, and Parole Supervision Week

and encourage all citizens to honor these community corrections professionals and to recognize their achievements.

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

5
RESOLUTION NO. 17-747

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0714:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0714 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Ohio Auditor of State	Audit	10011102-5301	\$ 8,000.00

PR Number	Vendor Name	Line Description	Line Account	Amount
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

6
RESOLUTION NO. 17-748

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Lt. Jen Ranson and Lt. Jan Jividen attend a Homemade Explosives and Suicide Bombing class in Delaware, OH from August 7-8, 2017 at no cost.

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The Emergency Medical Services Department is requesting that Lt. Jan Jviden attend a Tactical Leadership Symposium in Columbus, Ohio on November 29, 2017 at no cost.

The Auditor’s Office is requesting that Ron Clayton attend an Adobe Max Conference and Training in Las Vegas, Nevada October 17-21, 2017 at the cost of \$2,725.00 (fund number 20315101).

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

7

RESOLUTION NO. 17-749

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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 Subdivider’s Agreement for Liberty Trace Section 2 Phase 2:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 17th day of July 2017, by and between **PULTE HOMES OF OHIO, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **LIBERTY TRACE SECTION 2 PHASE 2** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **LIBERTY TRACE SECTION 2**, dated **5/8/2017**, and approved by the County on **5/8/2017**, 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 **19** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$102,448.92**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____ Date _____

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

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

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for **LIBERTY TRACE SECTION 2 PHASE 2**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **LIBERTY TRACE SECTION 2 PHASE 2 (\$3585.00)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$8195.00** estimated to be necessary to pay the cost of inspection for **LIBERTY TRACE SECTION 2 PHASE 2** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

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

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

SECTION V: CONSTRUCTION

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

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

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

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

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

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite

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

8
RESOLUTION NO. 17-750

IN THE MATTER OF APPROVING THE LICENSE AND RELEASE AGREEMENT BETWEEN THE COLUMBUS FOUNDATION AND DELAWARE COUNTY OHIO DOG SHELTER:

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

Whereas, the Director of Safety and Security recommends approval of the License and Release Agreement between the Columbus Foundation and Delaware County Ohio Dog Shelter;

Therefore, Be It Resolved, that the Board of Commissioners approve the License And Release Agreement Between The Columbus Foundation And Delaware County Ohio Dog Shelter:

**LICENSE AND RELEASE AGREEMENT BETWEEN
THE COLUMBUS FOUNDATION AND
DELAWARE COUNTY OHIO DOG SHELTER**

This License and Release Agreement is between the nonprofit organization that has given approval in the space provided below ("Agency") and The Columbus Foundation ("Publisher").

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The Agency has provided information as part of the Publisher's Online Giving Store Directory Listing process (the "Listing"). The Agency wishes for the Listing to be shared with a broader audience, and the Publisher wishes to include the Listing in its online service for the Publisher's donors and the public.

The Agency grants to the Publisher a nonexclusive right to include the Listing on the Publisher's website, including its IRS Form 990 tax returns and IRS letter of determination of tax-exempt status.

The Agency represents and warrants that one of its employees/volunteers in the scope of his/ her work developed the Listing and/or that the Agency has the right to grant the permission stated herein for the Publisher to publish the Listing; that the Listing is an original work and is true and accurate; that nothing in the Listing is obscene, libelous, or unlawful; and that the Listing does not infringe anyone else's copyright.

By including the Listing on the Publisher's website, the Publisher does not make any explicit or implicit representation regarding the accuracy of the information contained in the Listing. The Agency understands that inclusion of the Listing on the Publisher's website does not constitute any assurance of funding by the Publisher, its affiliates, or its donors.

The Agency may make changes to the Listing by communicating such changes in writing to the Publisher. Any and all changes made to the Listing will be included in the definition of "Listing" for purposes of this License and Release.

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

9
RESOLUTION NO. 17-751

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE DOG SHELTER:

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

Transfer of Appropriation

From	To	
20411305-5260	20411305-5450	2,550.00
Dog and Kennel/Inventoried Equipment	Dog and Kennel/Capital Equipment	
20411305-5201	20411305-5342	3,000.00
Dog and Kennel/General Supplies	Dog and Kennel/Medical & Health Related Serv	

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

10
RESOLUTION NO. 17-752

IN THE MATTER OF APPROVING THE PROJECT GRANT AGREEMENT BETWEEN THE OHIO PUBLIC WORKS COMMISSION (OPWC) AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY (BOARD) FOR THE PROJECT KNOWN AS DEL-CR9-(TR127) LIBERTY & JEWETT INTERSECTION, AND AUTHORIZING COMMISSIONER BARB LEWIS TO EXECUTE SAID AGREEMENT ALONG WITH APPROVING DISBURSEMENTS MADE AS A RESULT OF THIS AGREEMENT:

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

WHEREAS, on October 29, 2012, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 12-1107, entering into agreement with W.E. Stilson Consulting Group for the development of surveys, plans, profiles, cross-sections and estimates for improvements to Liberty Road and Jewett Road Intersection, and Resolution No. 16-937 dated September 26, 2016 authorizing the submission of an application for funding assistance to the Ohio Public Works Commission ("OPWC"); and

WHEREAS, the application for funding assistance was approved, subject to the approval of a project grant agreement with the OPWC; and

WHEREAS, Resolution No. 16-937 authorized Commissioner Barb Lewis to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance;

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

Section 1: The Board approves the project grant agreement (copy available for review at the Commissioners' Office until no longer of administrative value) with OPWC for the project known as DEL-CR9-(TR127) Liberty and Jewett Road Intersection, further known as OPWC Project No. CQ18U.

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Section 2: Commissioner Barb Lewis is authorized to execute the agreement with OPWC for the project known as DEL-CR9-(TR12) Liberty & Jewett Intersection, OPWC Project No. CQ18U, and to sign any disbursements made as a result of this agreement.

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

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RESOLUTION NO. 17-753

IN THE MATTER OF APPROVING FIRST AMENDMENT TO THE ESCROW AGREEMENT BETWEEN JLP-ORANGE, LLC; CLEAN TITLE AGENCY, INC.; AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO INCREASE THE DEPOSIT FOR ORANGE CENTRE PHASE 2; AND FIRST AMENDMENT TO THE PROJECT AGREEMENT BETWEEN DELAWARE COUNTY AND JLP-ORANGE, LLC TO MODIFY THE TIMELINE OF THE CONSTRUCTION OF ORANGE CENTRE PHASE 2:

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

First Amendment to Escrow Agreement:

FIRST AMENDMENT TO ESCROW AGREEMENT

THIS FIRST AMENDMENT TO ESCROW AGREEMENT (“Amendment”) is entered into at Delaware, Ohio this 17th day of July, 2017, by and between JLP-ORANGE, LLC, an Ohio limited liability company (hereinafter referred to as “Subdivider”), CLEAN TITLE, INC., a Ohio corporation (hereinafter referred to as “Escrow Agent”), and the DELAWARE COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as “County”).

W I T N E S S E T H:

WHEREAS, Subdivider and County have entered into a Project Agreement, dated June 5, 2009, providing for the construction of certain improvements to the southerly 190 feet of Orange Centre Drive Phase 2 (hereinafter referred to as “the Road”) in the Orange Centre Subdivision which improvements shall be owned by County or Orange Township; and

WHEREAS, Subdivider deposited with Escrow Agent the sum of One Hundred Thirty-seven Thousand One Hundred Four and 00/100 Dollars (\$137,104.00) (the “Escrow Funds”) to ensure the County that funds will be available to provide for construction of the Road according to the terms of the Project Agreement; and

WHEREAS, Subdivider and the County are amending the Project Agreement pursuant to a First Amendment to Project Agreement, of even date herewith, which amendment provides for the increase of the Escrow Funds by an additional Ninety-two Thousand Seven Hundred Forty-five and 00/100 Dollars (\$92,745.00).

IT IS, THEREFORE, agreed by and between the parties as follows:

1. Amendment of Escrow. Upon execution of this Amendment by all parties hereto, Subdivider shall deposit with Escrow Agent an additional Ninety-two Thousand Seven Hundred Forty-five and 00/100 Dollars (\$92,745.00), to be held by Escrow Agent in accordance with the terms of the Escrow Agreement, as amended herein.
2. Notice Addresses. Section 6 of the Escrow Agreement is hereby amended by deleting the address of Subdivider as set forth therein and replacing the same with the following:

JLP-ORANGE, LLC
Dirk Greene
Senior Vice President, Acquisitions
c/o Schottenstein Property Group
4300 E. 5th Avenue
Columbus, Ohio 43219
Phone: (614) 449-4298
Email: dirk.greene@spgroup.com

With a copy to: Tod H. Friedman, Esq.
Executive Vice President & General Counsel
c/o Schottenstein Property Group
4300 E. 5th Avenue
Columbus, Ohio 43219
Phone: (614) 449-4329
Email: tod.friedman@spgroup.com

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3. Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Escrow Agreement, the terms and conditions of this Amendment shall prevail. Except as set forth herein, all terms, covenants and conditions set forth in the Escrow Agreement shall remain in full force and effect.

First Amendment to Project Agreement:

FIRST AMENDMENT TO PROJECT AGREEMENT

THIS FIRST AMENDMENT TO PROJECT AGREEMENT (“Amendment”) is made and entered into this 17th day of July, 2017, by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS) (hereinafter called the “County”) and JLP-ORANGE, LLC, an Ohio limited liability company (hereinafter referred to as “Owner”).

WITNESSETH:

WHEREAS, the County and Owner are parties to a certain Project Agreement, dated June 5, 2009 (the “Agreement”) regarding Orange Centre Drive Phase 2, as more particularly described in the Agreement; and

WHEREAS, Glimcher and Owner have agreed to modify the Agreement regarding the construction of Orange Centre Drive Phase 2 so that Owner shall be required to construct Orange Centre Drive Phase 2 in the event Owner decides to construct Orange Centre Drive on the Owner’s property, in which event Owner shall construct Orange Centre Drive Phase 2 at the same time Owner constructs the extension of Orange Centre Drive on the Owner’s property; and

WHEREAS, the County and the Delaware County Regional Planning Commission have agreed to such modified timeline for the construction of Orange Centre Drive Phase 2 on the condition that Owner increases its deposit with Clean Title, Inc. by an additional Ninety-two Thousand Seven Hundred Forty-five and 00/100 Dollars (\$92,745.00), thereby increasing the escrowed funds to Two Hundred Twenty-nine Thousand Eight Hundred Forty-nine and 00/100 Dollars (\$229,849.00), to ensure the faithful performance of the Agreement, as modified by this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing and as follows:

1. County hereby consents to the modification of the timeline for Owner to construct Orange Centre Drive Phase 2 so that Owner shall only be required to construct Orange Centre Drive Phase 2 in the event that Owner decides to construct an extension of Orange Centre Drive on the Owner’s property, in which event Owner shall construct Orange Centre Drive Phase 2 at the same time as Owner constructs the extended Orange Centre Drive on the Owner’s property.
2. Upon full execution hereof, Owner agrees to increase the deposit held under the June 5, 2009 Escrow Agreement between Owner, County and Clean Title, Inc. by an additional Ninety-two Thousand Seven Hundred Forty-five and 00/100 Dollars (\$92,745.00), which additional escrow funds shall be evidenced by a First Amendment to Escrow Agreement, which is attached hereto as Exhibit A and made a part hereof.
3. Owner and the County agree that on the expiration of each five (5) year anniversary of this Amendment, if Orange Centre Drive Phase 2 has not yet been constructed, the escrowed funds shall increase to reflect the increase in the estimated construction costs of Orange Centre Drive Phase 2, as agreed to by Owner and the County based on the increase in prevailing construction costs in the central Ohio area.
4. Except as modified herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.
5. In accordance with the terms hereof, the County hereby grants to the Owner, or their agents, the right and privilege to make said improvements stipulated herein.

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

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RESOLUTION NO. 17-754

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR EVANS FARM SECTION 1:

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

Whereas, The Engineer recommends approving the Owner’s Agreement for Evans Farm Section 1.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreement for Evans Farm Section 1 as follows:

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**OWNER'S AGREEMENT
PROJECT NUMBER: 6011**

THIS AGREEMENT, executed on this 17th day of July, 2017 between **EVANS FARM LAND DEVELOPMENT COMPANY, LCC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Evans Farm Section 1**, further identified as Project Number 6016 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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 public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$8,484,400
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 848,400
INSPECTION FEE DEPOSIT	\$ 150,000

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

13

RESOLUTION NO. 17-755

IN THE MATTER OF APPROVING A BILL OF SALE WITH BAINBRIDGE MILLS HOMEOWNERS ASSOCIATION, INC. AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-TR-730-0.00:

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

Whereas, the County Engineer recommends approval of the bill of sale with Bainbridge Mills Homeowners Association, Inc. for the project known as DEL-TR-730-0.00;

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the bill of sale with Bainbridge Mills Homeowners Association, Inc. for the project known as DEL-TR-730-0.00 as follows:

**BILL OF SALE
(Structures) and/or
Miscellaneous Improvements**

This contract made and entered into this 17th day of July, 2017 by Bainbridge Mills Homeowners Association, Inc., hereinafter called Owner, and The Board of Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 3-BS, following described structure(s)/improvement(s) which, for the purpose of this Agreement, shall be considered to be real property, the same as if attached to the land:

<p>LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH</p> <hr/> <p>Landscaping/Structures/Entitlements = \$63,483.00</p>

It is mutually agreed and understood between the Owner and the LPA as follows:

1. The sum \$63,483.00 is the entire amount of money to be paid to Owner for the land and improvement.
2. The Owner is to remain in possession of the structure(s)/improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s)/improvement(s) so long as he/she has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner shall remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment, and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, it's employees or assigns at the closing or as directed by the LPA Projects Manager, Stephen G. Smith.
4. It is agreed that the following fixtures and/or equipment or other items that are normally considered a part of, and add to the value of the structure(s) shall be delivered by the owner, intact.
5. The Owner shall assign all rights of access to the structure(s)/improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/ improvement(s) are located, to remove the structure(s)/improvement(s) in accordance with the plans on file and/or the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

Section 2. The Board approves a Purchase Order and Voucher for the above bill of sale.

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

14

RESOLUTION NO. 17-756

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 DEL-CR 013-02.66, WORTHINGTON ROAD AND HIGHLAND LAKES AVENUE/LAKE CLUB DRIVE SIGNAL IMPROVEMENTS:

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

**DEL-CR 013-02.66, Worthington Road and Highland Lakes Avenue/Lake Club Drive Signal Improvements
Bid Opening of June 27, 2017**

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. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with MP Dory Company for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and MP Dory Company for the project known as DEL-CR 013-02.66, Worthington Road and Highland Lakes Avenue/Lake Club Drive Signal Improvements.

CONTRACT

THIS AGREEMENT is made this 17th day of July, 2017 by and between **MP Dory Company, 2001 Integrity Drive South, Columbus, Ohio 43209**, 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 "**DEL-CR 013-02.66, Worthington Road and Highland Lakes Avenue/Lake Club Drive Signal Improvements**", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

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 **Two Hundred Eight Thousand One Hundred Sixteen Dollars and Sixty Cents (\$208,116.60)**, 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.

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

15
RESOLUTION NO. 17-757

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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
U17-089	AEP	South Old State Road	Replace poles
U17-090	Columbia Gas	Liberty Road	Install gas main

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

16
RESOLUTION NO. 17-758

IN THE MATTER OF RE-BIDDING THE PROJECT KNOWN AS BOX CULVERT SUPPLY CONTRACT 2017-09:

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

WHEREAS, the Board approved by Resolution 17-604 to declare necessity for Improvements to bridges located on Moody Road over Sugar Creek and Moody Road tributary to Sugar Creek in Porter Township, approved plans, specifications and estimates for the contract for said Improvements, and advertise for bids; and,

WHEREAS, no bids were received for the Contract.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that the County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 a.m. Tuesday, August 8, 2017, at which time and place they will be publicly opened and read aloud, for the project known as

Box Culvert Supply Contract 2017-09 - Rebid

All proposals shall be submitted electronically through the webservice 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 (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 100% of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from the www.bidexpress.com site. 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 "Bids and Notices".

The Owner requires that all work associated with the project be completed before December 1, 2017. The estimated commencement of work date is August 21, 2017.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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:

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RESOLUTION NO. 17-761

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:32 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners