

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 14, 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

Absent:
Barb Lewis, Commissioner

1
RESOLUTION NO. 17-835

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 7, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 7, 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 Absent Mr. Benton

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-836

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0811 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0811:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0811, memo transfers in batch numbers MTAPR0811, and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO' Increase					
	Bound Tree Medical	EMS Supplies	10011303-5243	\$ 10,000.00	
	Commissioners	JFS Cost Allocation	22411605-5380	\$130,200.51	
	PNC Bank	Procurement Card/ Dog and Kennel Services and Charges	20411305-5300	\$ 6,000.00	
PR Number	Vendor	Line Description	Account	Amount	Line
R1704419	BERLIN TOWNSHIP TRUSTEES	2017 LEASE AGREEMENT RESOLUTION NO. 17-817	10011303 - 5335	\$ 16,200.00	0001
R1704541	VICTORY PACKAGING	RECORDS FILE BOXES 15 X 12 X 10	10011101 - 5201	\$ 5,840.00	0001
R1704549	DARWIN GLOBAL LLC	EMD SOFTWARE MAINTENANCE	21411306 - 5320	\$ 5,775.00	0001
R1704550	CITY OF DELAWARE	3RD QUARTER EMS RUNS - 2016	10011303 - 5345	\$ 152,637.82	0001
R1704556	ZINWAVE LIMITED	RADIO SYSTEM FOR COURTHOUSE	40411414 - 5450	\$ 47,603.32	0001
R1704557	CONSOLIDATED ELECTRIC COOPERATIVE	FIBER FOR NEW COURTHOUSE	40411414 - 5450	\$ 11,685.97	0001
R1704559	UNDERGROUND UTILITIES INC	CONSTRUCTION OF LIBERTY SAWMILL SEWER EXTENSION RESOLUTION NO 17-791	66711908 - 5415	\$2,000,000.00	0001

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R1704587	XYLEM WATER SOLUTIONS USA	PUMP FOR HARRIOTT ROAD PHASE 20 PUMP STATION	66211906 - 5450	\$ 14,562.00	0001
R1704308	NBBJ LLC	STATE ROUTE 36/37 CORRIDOR STUDY Resolution 17-818	21011113 - 5301	\$82,500.00	0001

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

**5
RESOLUTION NO. 17-837**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Job and Family Services department is requesting that eight (8) employees attend a Public Children Services Association of Ohio 2017 Training Conference in Columbus, Ohio from September 27-29, 2017 at the cost of \$1,947.00.

The 911 Department is requesting that Patrick Roberts and Jeanette Adair attend a 2017 Ohio Alerts Conference in Columbus, Ohio August 17, 2017; at no cost.

The Commissioners’ office is requesting an amendment to the travel for Commissioner Benton, Commissioner Merrell, Commissioner Lewis and Ferzan Ahmed to attend the NACo 2017 Summer Conference from July 21-24, 2017 at cost of \$300.00 (fund number 1011101).

The Regional Sewer District is requesting that Mike Frommer, Tiffany Maag, and Kelly Thiel attend a Career Fair in Ada, Ohio on September 14, 2017 at a total cost of \$140.00 from fund 66211902.

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

**6
RESOLUTION NO. 17-838**

IN THE MATTER OF DETERMINING THE SUFFICIENCY OF THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY AND SETTING A DATE FOR A PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the “Petition”) for the establishment of the Concord/Scioto Community Authority (the “Authority”) was filed with this Board by Triangle Properties, Inc. (“Triangle”), as initial developer of the Authority on February 8, 2007, which Petition this Board of County Commissioners of Delaware County, Ohio (the “Board”) approved pursuant to Resolution No. 07-331 on March 22, 2007; and

WHEREAS, pursuant to Resolution No. 07-809, on July 2, 2007 this Board approved the assignment by Triangle of its rights, responsibilities, and duties as statutory developer of the Authority to Concord/Scioto Development, LLC (the “Developer”); and

WHEREAS, the Petition generally described the boundaries of the related new community district (the “District”); and

WHEREAS, the “organizational board of commissioners,” as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority is the Board of County Commissioners of Delaware County, Ohio (the “Board”); and

WHEREAS, on August 3, 2017, the Developer filed an application (the “Application”) with the Board requesting that certain parcels of real property controlled by the Developer be added to the District, which application was signed by the City of Delaware, Ohio, as the “proximate city” pursuant to Chapter 349 of the Ohio Revised Code; and

WHEREAS, the Application further provides that the addition of such land will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control through leases of at least seventy-five years’ duration, options or contracts to purchase, of the Developer; and

WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Board has reviewed the

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Application and determined that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance; and

WHEREAS, the Board has further determined to fix a time and place of a public hearing on the Application, which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Application, and that notice of the public hearing shall be given by the Clerk of this Board, all as required by Section 349.03(A) of the Ohio Revised Code;

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

1. The Board finds and determines that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance.
2. A public hearing on the Application shall be held on **September 14, 2017 at 9:45a.m.** at the offices of the Board, 101 North Sandusky Street, Delaware, Ohio.
3. The clerk of this Board is directed to give notice of the public hearing on the Application by publication once each week for three consecutive weeks in *The Delaware Gazette*.
4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
5. That this Resolution shall be in full force and effect immediately upon its adoption.

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

**7
RESOLUTION NO. 17-839**

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE SCIOTO RIDGE CROSSING LLC DRAINAGE IMPROVEMENT PETITION FILED BY SCIOTO RIDGE CROSSING LLC:

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

WHEREAS, on July 6, 2017, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Scioto Ridge Crossing LLC, to:

- 1) Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.
- 2) Commencing at the western property line of an original 80.696 acre parcel conveyed to Scioto Ridge Crossing in Official Record 1438, page 1970.
Thence west across a 5.97 tract owned by Mark E. and Kriss E. Ross (PIN 41933002014000) and a 5.00 acre tract owned by Thomas and Sharon Cole (PIN 41933002013000) to an existing culvert that crosses Section Line Road extending to where an adequate and Sufficient outlet is provided.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **Monday October 2, 2017 at 1:30P.M.** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Thursday November 30, 2017 at 10:00A.M. at the Office** of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

**8
RESOLUTION NO. 17-840**

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IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE PROGRAM STATUS REPORT FOR THE FIRST HALF OF 2017:

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

**Program Status Report (first half)
Report of DKMM District Funds Spent**

Reports due: July 31, 2017
Date of Report: July 19, 2017

AMOUNT OF FUNDS RECEIVED:	\$40,124.70
APPROVED CARRYOVER BALANCE	\$0.00
TOTAL FUNDS AVAILABLE	\$ 3,057.01

EXPENDITURES:

Salaries	\$21,330.08
Fringe Benefits	\$13,873.08
Advertising	\$1,446.00
Travel	\$390.59
Other	\$0.00
Supplies	\$27.94
Total Expenditures	\$37,067.69

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Absent
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**9
RESOLUTION NO. 17-841**

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN DELAWARE COUNTY AND VIGILANT SOLUTIONS, LLC. FOR THE RENEWAL OF SERVICES WITH SUBCONTRACTOR BRITE:

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

Whereas, the Sheriff and Sheriff's Office Staff recommends approval of the First Amendment to the Contract between Delaware County and Vigilant Solutions, LLC. for the renewal of services with Subcontractor Brite;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the First Amendment to the Contract between Delaware County and Vigilant Solutions, LLC. for the renewal of services with subcontractor Brite:

First Amendment to the Contract between Delaware County and Vigilant Solutions, LLC.

Amended Terms:

The Parties agree to renew this until June 30, 2018, as is provided under the contract. This renewal shall be effective upon the date when the final party executes this renewal. The parties agree that if the final execution occurs earlier July 1, 2017, it will be deemed to have occurred on July 1, 2017.

All remaining provisions of the Agreement shall continue in full force and effect unless specifically amended here.

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Absent	Mr. Benton	Aye
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**10
RESOLUTION NO. 17-842**

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE SHERIFF'S OFFICE:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

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WHEREAS, the appointing authority for the procurement card being the County Auditor, has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority: County Sheriff
Office/Department: Sheriff's Office

Daily spending per card: \$5,000
Monthly spending per card: \$10,000
Single transaction limit: \$5,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card: Leslie Ross

Department Coordinator: Pam Sonagere

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

**11
RESOLUTION NO. 17-843**

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY COMMISSIONER FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES FOR A WORKFORCE DEVELOPMENT MEETING:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure of Public Funds for Proper "Public Purpose"; and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities; and

WHEREAS, the Delaware County Economic Development Department will be holding a workforce development meeting for state, regional, and local stakeholders for purposes of engagement on the topic of workforce development and coffee, meal, and refreshments will need to be provided.

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Economic Development funds in an amount not to exceed \$100.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for the meeting.

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

**12
RESOLUTION NO. 17-844**

IN THE MATTER OF AWARDED THE CONTRACT TO AND APPROVING THE CONTRACT WITH POGGEMEYER DESIGN GROUP FOR THE PROJECT KNOWN AS CDBG AND REVOLVING LOAN FUND PROGRAM ADMINISTRATION:

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

WHEREAS, the Board of Delaware County Commissioners approved the Request for Proposals for CDBG and Revolving Loan Fund Program Administration per Resolution No. 17-559; and

WHEREAS, the Delaware County Economic Development Coordinator recommends awarding and approving the contract for the project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1. The Delaware County Board of Commissioners awards the contract and approves an Agreement for

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CDBG and Revolving Loan Fund Program Administration to Poggemeyer Design Group in an amount up to \$17,500.00 for Program Administration and up to \$2,500.00, paid from PY2016 Community Development Block Grant B-F-16-1AT-1 from the Ohio Development Services Agency. Payment for PY18 will be determined upon notice of the grant award, in accordance with the Request for Proposals.

Section 2. This resolution shall take effect and be in force immediately after its passage.

**SERVICES CONTRACT
CDBG Administration**

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 14th day of August, 2017, by and between Delaware County, Ohio, by and through the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Poggemeyer Design Group, 1168 N. Main St., Bowling Green, OH 43402 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Economic Development Coordinator as Administrator and agent of the Board for Services performed in accordance with this Agreement. The Administrator shall have general supervision of the Services and authority to order commencement or suspension thereof.

Section 3 – Scope of Services; Conflicts

Consultant agrees to furnish, unto the County, services in accordance with Exhibit A (the “Services”), by this reference hereby made part of this Agreement. Exhibit A is a modification of the services as set forth in the County’s Request for Proposals (“RFP”), which is otherwise fully incorporated into this Agreement. Consultant further agrees to perform the Services promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

In the event of a conflict between the terms and conditions contained within this Agreement (consisting of pages 1–4 and Exhibit A) and the RFP, any conflict shall be resolved in favor of this Agreement (consisting of pages 1–4 and Exhibit A).

Section 4 – Compensation

The County will compensate Consultant for the Services specified above as outlined in Exhibit A attached to this agreement.

The fees specified shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with Exhibit A. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Services, Delays and Extensions

The Consultant shall commence Services upon written authorization of the Administrator and shall complete the Services in a timely manner. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence. Identical coverage shall be required to be provided by all subconsultants and subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subconsultants and subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subconsultants and subcontractors, if any.
- 7.4 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subconsultants and subcontractors to provide like endorsements.
- 7.5 **Proof of Insurance:** Prior to the commencement of any Services under this Agreement, Consultant, and all of its subconsultants and subcontractors, shall furnish the County with properly executed certificates of insurance

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for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Services. The Consultant shall immediately suspend or terminate Services, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

Section 10 – Change in Scope of Services

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Independent Contractor:** The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.
- Consultant, acting as an independent Contractor, hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.7 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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- 11.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 11.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

**Exhibit A
Scope of Services
To Assist Delaware County, Ohio with the Administration of its
PY16 CDBG Allocation Program
as delineated in the County's June 14, 2017 Request for Proposals**

Basic services provided by Poggemeyer Design Group, Incorporated (PDG, Inc.) under this contract will consist of the following major items:

1. **Technical Assistance. Not to exceed \$17,500.00.** Specified costs associated with providing technical assistance to community staff and its grantees to assure program compliance throughout the grant year, to include:
 - a. Assisting staff with technical aspects of procurement of construction, materials/equipment, and planning projects in compliance with CDBG rules and regulations (e.g., acquisition/relocation, competitive quotes/bids, federal wage rates, preparation of bid documents, contractor/supplier eligibility verification, pre-construction conferences, federal labor compliance, invoice processing, etc.). (Community is responsible for publication costs.)
 - b. Assisting staff with preparation of program status reports and final performance report.
 - c. Assisting staff with set up and maintenance of program files.
 - d. Assisting staff with program close-out, including preparation for ODSA program monitoring conducted by ODSA State Field Representatives. Assisting staff with preparation of monitoring responses to ODSA, as needed.
 - e. Executing program amendments and/or extensions, if needed.
 - f. Providing guidance with general financial and program administration, CDBG construction management, CDBG materials/equipment procurement, as well as information regarding program and regulation changes.
2. **Fair Housing Program. Not to Exceed \$2,500.** Specified costs associated with the community's compliance with the Fair Housing Requirements as outlined in the CDBG Community Development Allocation Program Grant Agreement between the community and the Ohio Development Services Agency (ODSA), to include:
 - a. Coordination and preparation of appropriate documentation and performance of the required training sessions.
 - b. Coordination and preparation of appropriate documentation and performance of the required outreach activities.
 - c. Preparation of annual fair housing analysis update.
 - d. Assistance with fair housing complaint referral, processing, and coordination efforts with the appropriate regional office of the Ohio Civil Rights Commission, as needed.
 - e. Preparation of final report of fair housing efforts for grant year suitable for State Monitoring.

The combined fee for providing these basic services for the CDBG Allocation and Fair Housing Programs is a not to exceed fee of **\$20,000.00**, including reimbursables.

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**PY18 CDBG Allocation Program
as delineated in the County's June 14, 2017 Request for Proposals**

Basic services provided by Poggemeyer Design Group, Incorporated (PDG, Inc.) under this contract will consist of the following major items:

1. **Grant Application/CDIS Planning**
 - a. Assisting with scheduling, advertising, and convening all required public hearings.
 - b. Assisting with soliciting funding proposals from eligible entities.
 - c. Assisting with project eligibility determination.
 - d. Properly completing all application forms and exhibits and providing revisions to application as needed or requested by OCD.
 - e. Ready the application for submission to OCD by County staff through OCEAN.

2. **Environmental Review Record**
 - a. Coordination with Ohio Historic Preservation Office and other agencies as required by federal regulations.
 - b. Preparation of proper notices, reports, and certifications to obtain the "Release of Funds" for all Allocation activities.
 - c. Preparation of Environmental Review Record (ERR), including data collection, narrative preparation, mapping and tracking releases.

2. **Technical Assistance.** Specified costs associated with providing technical assistance to community staff and its grantees to assure program compliance throughout the grant year, to include:

- a. Review of Grant Agreement prior to County execution.
- b. Assisting staff with technical aspects of procurement of construction, materials/equipment, and planning projects in compliance with CDBG rules and regulations (e.g., acquisition/relocation, competitive quotes/bids, federal wage rates, preparation of bid documents, contractor/supplier eligibility verification, pre-construction conferences, federal labor compliance, invoice processing, etc.). (Community is responsible for publication costs.)
- c. Assisting staff with preparation of program status reports and final performance report.
- d. Assisting staff with set up and maintenance of program files.
- e. Assisting staff with program close-out, including preparation for ODSA program monitoring conducted by ODSA State Field Representatives. Assisting staff with preparation of monitoring responses to ODSA, as needed.
- f. Executing program amendments and/or extensions, if needed.
- g. Providing guidance with general financial and program administration, CDBG construction management, CDBG materials/equipment procurement, as well as information regarding program and regulation changes.

2. **Fair Housing Program.** Specified costs associated with the community's compliance with the Fair Housing Requirements as outlined in the CDBG Community Development Allocation Program Grant Agreement between the community and the Ohio Development Services Agency (ODSA), to include:

- a. Coordination and preparation of appropriate documentation and performance of the required training sessions.
- b. Coordination and preparation of appropriate documentation and performance of the required outreach activities.
- c. Preparation of annual fair housing analysis update.
- d. Preparation of final report of fair housing efforts for grant year suitable for State Monitoring.
- e. Assistance with fair housing complaint referral, processing, and coordination efforts with the appropriate regional office of the Ohio Civil Rights Commission, as needed.
- f. Preparation of final report of fair housing efforts for grant year suitable for State Monitoring.

The fee for providing these basic services for the CDBG Allocation will be determined by the PY18 Allocation amount, but not to exceed 15% of Allocation, including reimbursables. The fee for providing services for PY18 Fair Housing Programs will be determined by the PY18 Allocation amount, but not to exceed 5% of Allocation, including reimbursables.

**Scope of Services
To Assist Delaware County, Ohio with the Administration of its
Revolving Loan Fund (RLF) for Program Years 16 & 18
as delineated in the County's June 14, 2017 Request for Proposals**

Technical assistance provided on an as needed basis per project for specific activities by the County. Fees will be negotiated upfront based on hourly rate schedule for time and expense.

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

13

RESOLUTION NO. 17-845

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR CHESHIRE WOODS SECTION 3 PHASE B:

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

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plan.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plan for Cheshire Woods Section 3 Phase B for submittal to the Ohio EPA for their approval.

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

14

RESOLUTION NO. 17-846

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR NORTHLAKE 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’s Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Northlake Summit.

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 14th day of August 2017, by and between **Northlake 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 for Northlake Summit** plan, 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 for Northlake Summit**, dated **March 22, 2017**, and approved by the County on **April 10, 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 **252** 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 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

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 (**\$224,650.00**) 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,

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the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

Initials _____

Date _____

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvements for Northlake 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 for Northlake Summit (\$7862.75)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$19,050.00** estimated to be necessary to pay the cost of inspection for **Northlake Summit** 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 **Sanitary Sewer Improvements for Northlake 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,

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construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

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

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider’s heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have 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. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

**15
RESOLUTION NO. 17-847**

IN THE MATTER OF GIVING INFORMED CONSENT AND WAIVING A CONFLICT OF

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INTEREST REGARDING OUTSIDE COUNSEL REPRESENTATION FOR SEWER DISTRICT NPDES PERMIT AND APPROVING AN ENGAGEMENT LETTER WITH FROST BROWN TODD, LLC:

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

WHEREAS, pursuant to section 309.09(C) of the Revised Code, the Delaware County Board of Commissioners (the "Board") may employ an attorney, without the authorization of the court of common pleas as provided in section 305.14 of the Revised Code, either for a particular matter or on an annual basis, to represent the Board in its official capacity and to advise it on legal matters; and

WHEREAS, prior to employing an attorney, the Board shall enter upon its journal an order of the Board in which the compensation to be paid for the legal services shall be fixed, which shall be paid from the county general fund, provided the total compensation paid, in any year, by the Board for legal services under section 309.09(C) of the Revised Code shall not exceed the total annual compensation of the prosecuting attorney; and

WHEREAS, the Executive Director of the Delaware County Sewer District is requesting that the Board employ Frost Brown Todd, LLC, to provide legal services related to the NPDES permit recently issued to the county, because the matter in question requires particular expertise that Frost Brown Todd, LLC, can provide; and

WHEREAS, Frost Brown Todd, LLC, currently represents the developers of certain properties within Delaware County, which representation is unrelated to the matter of the County's NPDES permit, but Frost Brown Todd, LLC, having disclosed the potential conflicts, requests the Board provide informed consent to waive the conflicts;

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

Section 1. The Board recognizes the existence of the potential conflicts of interest and acknowledges that the above described conflict of interest has been fully explained. The Board fully understands the conflicts of interest, and all questions that the Board may have about the conflicts of interest have been fully answered to the Board's satisfaction. By giving informed consent and waiving the conflicts of interest the Board acknowledges and understands that Frost Brown Todd, LLC, will simultaneously act as legal advisor to the Board and the other identified clients. The Board recognizes and understands that this Informed Consent and Waiver may be immediately withdrawn by the Board at any time by giving written notice signed by the Board stating that this Informed Consent and Waiver is withdrawn. Based on the foregoing, the Board approves the conflict waiver, dated July 28, 2017, a copy of which is on file with the Clerk, and authorizes the President of the Board to execute the waiver on behalf of the Board.

Section 2. The Board hereby approves the engagement letter with Frost Brown Todd, LLC, dated July 21, 2017, a copy of which is on file with the Clerk, and authorizes the President of the Board to execute the engagement letter on behalf of the Board. This approval is pursuant to section 309.09(C) of the Revised Code. The representation shall be for the specific matter set forth in the engagement letter and at the rate fixed in the engagement letter, with total compensation thereunder not to exceed \$25,000.00.

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

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RESOLUTION NO. 17-848

IN THE MATTER OF APPOINTING A CITIZEN MEMBER TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 10, 2006, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 06-1017, establishing the Sunbury Meadows Community Development Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Development Authority Board of Trustees, pursuant to Resolution No. 06-1017 and section 349.04 of the Revised Code; and

WHEREAS, the term of one citizen member expired on August 9, 2017;

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

Section 1. The Board of Commissioners hereby approves the following appointment to the Sunbury Meadows Community Development Authority Board of Trustees:

Position	Appointee	Term Ends
Citizen Member	Richard Ryba	August 9, 2019

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Section 2. The appointment of Mr. Ryba shall be effective immediately upon adoption of this Resolution.

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

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RESOLUTION NO. 17-849

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR ORANGE CENTRE DEVELOPMENT, LOT 7492, DIVISION 1 AND THE WOODS OF DORNOCH SECTION 5:

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

Orange Centre Development, Lot 7492, Division 1

Whereas, Columbus Jewish Foundation and The Glimcher Company have submitted the Plat of Subdivision ("Plat") for Orange Centre Dvelopment, Lot 7492, Division 1, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 26, 2017; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 28, 2017; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on July 6, 2017; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on July 31, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Orange Centre Development, Lot 7492, Division 1.

Orange Centre Development, Lot 7492, Division 1:

Situated in the State of Ohio, County of Delaware, Township of Orange, located in part of Farm Lot 20, Section 3, Township 3, Range 18, United Military Lands, being all of Lot 7492 and Lot 7497 of the Orange Centre Development, of Record in Official Record 822, Page 1394 and Plat Cabinet 4, Slide 4, Lot 7492 being described in Deed to Columbus Jewish Foundation, of Record in Official Record 824, Page 144, and Lot 7497 Being as Described in Deed to The Climcher Company, of Record in Deed Volume 490, Page 592, Deed Volume 529, Page 381, Deed Volume 529, Page 379, Deed Volume 488, Page 690 and Deed Volume 487, Page 320, All Being of Record of the Recorder's Office, Delaware County, Ohio. Cost: \$3.00.

The Woods of Dornoch Section 5

Whereas, Rockford Homes, Inc. has submitted the Plat of Subdivision ("Plat") for the Woods of Dornoch Section 5, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Delaware Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 27, 2017; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on June 29, 2017; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on June 30, 2017; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 30, 2017; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on July 31, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Woods of Dornoch Section 5.

The Woods of Dornoch Section 5:

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Situated in the State of Ohio, County of Delaware, Township of Delaware, being in Farms Lots T, U & V, Section 1, Township 4, Range 19, United States Military Lands, containing 12.091 acres, said 12.091 acres being all of a 11.026 acre tract as conveyed to Rockford Homes, Inc. of Record in Official Record 1456, Page 2349 and all of a 1.074 acre tract as conveyed to Rockford Homes, Inc. of Record in Official Record 1465, Page 2463, Delaware County Recorder's Office. Cost: \$120.00

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

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RESOLUTION NO. 17-850

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

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

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

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
U17-094	Spectrum	Liberty Crossing Drive	Place cable in ROW
U17-095	Columbia Gas	The Cottages at Northlake Woods-Ph. 2	Install gas line
U17-096	Columbia Gas	Northlake Woods-Ph. 1	Install gas line
U17-097	Columbia Gas	Nelson Farms 2C	Install gas line
U17-098	Spectrum	Owenfield Drive	Place cable in ROW

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

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RESOLUTION NO. 17-851

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR 009-TR127, LIBERTY ROAD AND JEWETT ROAD INTERSECTION IMPROVEMENTS:

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

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement known as DEL-CR 009-TR127, Liberty Road and Jewett Road Intersection Improvements, which includes the construction of a single lane modern roundabout at the intersection to promote safety and capacity improvement.

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$1,350,000.00

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The plans, specifications and estimates for the project known as DEL-CR 009-TR 127, Liberty and Jewett Road Intersection Improvements, are hereby approved, and;

Section 2: 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 am on Tuesday, September 19, 2017, at which time they will be publicly received and read aloud, for the project known as:

**DEL-CR 009-TR127
Liberty Road and Jewett Road Intersection Improvements**

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.

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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 "Bids and Notices"

The Owner requires that all work associated with the project be completed before July 31, 2018. The estimated commencement of work date is October 16, 2017.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 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 Dates: August 25, 2017

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

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RESOLUTION NO. 17-852

IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING SURETIES:

It was moved by Mr. Merrell, seconded by Mr. Benton to accept roads, approve recommended speed limits, establish stop conditions and release sureties for the following:

Cheshire Woods Section 2

Whereas, The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system.

The roadways to be accepted are as follow:

- An extension of 0.30 mile to Township Road Number 1580, Wrenbury Drive
- An extension of 0.15 mile to Township Road Number 1581, Kerfield Drive

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer further requests that stop conditions be established at the following intersections:

- On Township Road Number 1581, Kerfield Drive, at its intersection with Township Road Number 1580, Wrenbury Drive

The Engineer also requests approval to return the surety being held as maintenance surety to the owner, Homewood Corporation.

Derby Glen Section 3

Whereas, The Engineer has reviewed the roadway construction of the roads within the referenced subdivision and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadways within the referenced subdivision be accepted into the public system.

The roadways to be accepted is as follow:

- An addition of 0.29 mile to Township Road Number 566, Derby Drive
- Secretariat Court, to be known as Township Road Number 1672

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Engineer also requests approval to return the surety being held as maintenance surety to the owner, Jewett Road Associates.

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

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RESOLUTION NO. 17-853

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO PREPARE AND CAUSE DELIVERY OF NOTICES TO THE OLENTANGY LOCAL SCHOOL DISTRICT AND THE DELAWARE AREA CAREER CENTER PURSUANT TO R.C. 3735.671, R.C. 5709.78 AND R.C. 5709.83 IN CONNECTION WITH PROPOSED TAX INCREMENT FINANCING AND COMMUNITY REINVESTMENT AREA EXEMPTIONS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has received requests for, and is considering granting, economic development assistance via tax increment financing and community reinvestment area exemptions, pursuant to Chapters 5709 and 3735 of the Revised Code, for certain real property within Delaware County; and

WHEREAS, prior to final approval of the resolutions and instruments granting such exemptions, the Board shall deliver notices to the Olentangy Local School District and the Delaware Area Career Center, pursuant to sections 3735.671, 5709.78 and 5790.83 of the Revised Code; and

WHEREAS, pursuant to section 305.30 of the Revised Code, the Board may authorize the County Administrator to perform such duties as the Board may determine or assign by resolution;

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

Section 1. The Board hereby authorizes the County Administrator to prepare and cause delivery of notices to the Olentangy Local School District and the Delaware Area Career Center, pursuant to sections 3735.671, 5709.78 and 5709.83 of the Revised Code, in connection with proposed tax increment financing and community reinvestment area exemptions for the property to be known as the Creekside Industrial Park, currently owned by Highdev II, LLC and bearing parcel number 318-230-01-003-000.

Section 2. This Resolution shall take effect immediately upon adoption.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- The Code Compliance department received a rating letter Insurance Service Office (rates various offices). It was not a good rating due to them following Ohio code, which is by the Insurance Service office, out of date. Fred Fowler is working on ways to remedy this.
- Today is Pakistan's Independence Day. Tomorrow will be India's.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Attended a DKMM meeting last week
- Spoke to Senator Jordan concerning the upcoming vote about Medicaid/Medicare.

Commissioner Benton

- The prevailing wage issue is stalled in the Senate.
- Went to a CCAO meeting last week in which Prosecutor Carol O'Brien spoke against the TCAP. That would allow F5 felons to serve their time in county jails (the top 10 largest counties). Other counties would be allowed to join in if they wanted.
- Attended a downtown parking committee meeting last week. Thanks to Chief Pigenowski for coordinating the sub-committee.
- Helped out at the Republican Headquarters at the Saturday Farmer's Market. Thanks to Susie Bibler for all of her hard work to keep that event alive and well.
- Met with member of the Visitor's Bureau last week to discuss the possibility of an Economic Development collaboration.
- Justin Thomas won the PGA Tournament yesterday.

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RESOLUTION NO. 17-854

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:02 AM.

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

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 14, 2017

RESOLUTION NO. 17-855

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 at 10:35 AM.

Vote on Motion Mrs. Lewis Absent 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