

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 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

1:30 PM Viewing For Consideration Of The Scioto Ridge Crossing LLC Drainage Improvement Petition Filed By Scioto Ridge Crossing LLC

1
RESOLUTION NO. 17-1018

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 28, 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 September 28, 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. 17-1019

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0929:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0929 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase				
PR Number	Vendor Name	Line Description	Line Account	Amount
R1705014	PREMIER OFFICE MOVERS LLC	MOVE TO NEW COURTHOUSE	10011105-5328	\$7,250.00
R1705220	PULSAIR SYSTEM INC	PULSAIR REPAIRS AT LOWER SCIOTO	66211905-5328	\$9,079.92

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

5
RESOLUTION NO. 17-1020

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR EVANS FARM WEST SANITARY EXTENSION:

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

Whereas, the construction of new sanitary sewers at the Evans Farm West Sanitary Extension have been completed to meet Delaware County Sewer District requirements; and

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

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2017**

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

Evans Farm West Sanitary Extension	1149' of 15- inch sewer	\$383,280.00
	5- manhole	\$ 12,900.00

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

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

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

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

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

**6
RESOLUTION NO. 17-1021**

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

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

Whereas, the County Engineer recommends approving the Pipeline Relocation and Reimbursement Agreement by and between Columbia Gas of Ohio, Inc. and Delaware County for Liberty and Jewett Road;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves the Pipeline Relocation and Reimbursement Agreement by and between Columbia Gas of Ohio, Inc. and Delaware County for Liberty and Jewett Road, as follows:

Pipeline Relocation and Reimbursement Agreement

This Pipeline Relocation Agreement ("Agreement") is made as of the 2nd of October, 2017, by and between Columbia Gas of Ohio, Inc., an Ohio corporation with offices at 3550 Johnny Appleseed Ct., Columbus, Ohio 43231, hereinafter referred to as ("Columbia"), and Delaware County, whose address is 50 Channing St., Delaware, Ohio 43015, hereinafter referred to as ("Requestor"). Columbia and Requestor are each a "Party" and collectively referred to as "the Parties."

Witnesseth

WHEREAS, Columbia owns and operates a six inch (6") pipeline, located on Liberty & Jewett Rd, in Powell, Delaware County, Ohio; and

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

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

1. Requestor requests relocation of Columbia's pipeline and any related pipeline facilities, and Columbia agrees to perform such relocation, as follows: Relocate 6" pipeline along Liberty & Jewett Rd where it is in conflict with the construction of a modern roundabout in the intersection. Requestor shall pay thirty percent (30%) of any and all direct and indirect costs associated with the pipeline relocation.

2. Requestor shall deposit the sum of \$0 (the "Deposit") with Columbia, and pay a sum of thirty nine thousand and thirty three dollars (\$39,033.00) (the "Estimated Sum") at the completion of work, which sum is an estimated cost of relocating Columbia's pipeline. This sum is 30% of the total estimated cost of relocation, as 30% of the mainline to be relocated is within easement. Said cost of relocation shall include any and all costs including, but not limited to, cost of right-of-way acquisition, permit fees, materials, contractor mobilization, and labor. Requestor acknowledges and agrees that the Estimated Sum is based upon both the information available and circumstances known to Columbia as of the date of the execution of this Agreement. Requestor further agrees and acknowledges that the Estimated Sum may be increased, pursuant to this Paragraph 2 and Paragraph 3 below. If Requestor cancels or postpones its contemplated construction project or other activity, Requestor shall reimburse

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2017**

Columbia for all costs (direct and indirect) expended or obligated at the time of cancellation or postponement, including costs which may have to be expended to restore the Requestor's, Columbia's or any third party's premises to their original condition. Any such costs which exceed the Estimated Sum shall be payable by Requestor immediately upon notice from Columbia. Notwithstanding any other provision of this Agreement, if the pipeline relocation is not completed within twelve (12) months of the execution of this Agreement, Columbia reserves the right to increase the Estimated Sum. Upon notice from Columbia, Requestor shall promptly pay such additional sum to Columbia

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

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

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

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

7. In no event shall Columbia be liable to the Requestor or any other party for any indirect, consequential, punitive, or special damages, by reason of any services performed, or undertaken to be performed hereunder.

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

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2017**

be interpreted more or less favorably towards either Party because its counsel drafted all or a portion hereof.

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

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

#8 moved to end

7

RESOLUTION NO. 17-1022

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

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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
U17-120	Spectrum	Sunbury Road	Place cable in ROW
U17-121	WOW	Mariners Watch/Hidden Cove/Avonlea Subdivison	Directional Bore
U17-122	Specrum	Sawmill Parkway	Place cable in ROW
U17-123	Del-Co Water	Liberty Road	Road bore & relocate water line

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

9

RESOLUTION NO. 17-1023

IN THE MATTER OF APPOINTING A MEMBER TO THE NORTHSTAR NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-985, establishing the NorthStar New Community 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 Authority Board of Trustees, pursuant to Resolution No. 07-985 and section 349.04 of the Revised Code; and

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

Section 1. The Board of Commissioners hereby approves the appointment of the following citizen to the NorthStar New Community Authority Board of Trustees for the term specified herein:

Position	Appointee	Term Ends
Citizen Member	Seiji Kille	August 15, 2019

Section 2. The appointment approved herein shall be effective on the date this Resolution is adopted.

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

10

ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-A year ago Harold Wolford came to the County Fair to ask the Commissioners to make a correction and additions to the War Memorial in the front of the Courthouse. That project is now complete.

11

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2017**

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Attended the Stepping Up Ohio Summit last week. Steve Stratton organized the event. A total of 35 counties were present.

-Operation Street Smart will be held at the Hayes High School October 4, 2017 from 6-8 for all who would like to attend. Free babysitting and dinner will be served (first come, first served until food runs out)

Commissioner Merrell

-Attended the Oktoberfest in Powell on Friday put on by the Rotary.

-In Galena's newsletter, it was announced that Marty Mazzie will be retiring at the end of this year.

Commissioner Benton

-Attended Regional Planning last Thursday. It was a short meeting.

-Attended the State of the Schools presentation last week. All five superintendents spoke. Funding is an issue for all of the districts.

-Went to Leeds Farm yesterday. A very neat place.

-The Community Foundation will have an event on Wednesday evening.

-The Indian's start the playoffs Thursday.

12

RESOLUTION NO. 17-1024

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

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 9:45 AM.

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

RESOLUTION NO. 17-1025

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session at 11:02 AM.

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

14

RESOLUTION NO. 17-1026

IN THE MATTER OF APPOINTING REPRESENTATIVES TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

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

WHEREAS, Delaware County is a full member of the Mid-Ohio Regional Planning Commission ("MORPC"); and

WHEREAS, in accordance with the MORPC Articles of Agreement and Bylaws, the Delaware County Board of Commissioners (the "Board") is entitled to appoint four community representatives to MORPC; and

WHEREAS, the representatives appointed shall serve terms of three (3) years, commencing on October 1, 2017;

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

Section 1. The Board hereby approves the appointment of the following community representatives to MORPC for the terms specified herein:

Position	Appointee	Term Commences	Term Ends
MORPC 1	Pat Blayney	October 1, 2017	September 30, 2020
MORPC 2	Glenn Marzluf	October 1, 2017	September 30, 2020
MORPC 3	Ron Bullard	October 1, 2017	September 30, 2020
MORPC 4	Brad Ebersole	October 1, 2017	September 30, 2020

Section 2. The Clerk of the Board is hereby directed to certify a copy of this Resolution to MORPC.

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

Discussion On Evans Farm draft resolutions

RECESS 11:05AM/1:30PM RECONVENE

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2017**

15

1:30PM Viewing For Consideration Of The Scioto Ridge Crossing LLC Drainage Improvement Petition Filed By Scioto Ridge Crossing LLC

(View of the proposed improvement area shall take place at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio with the use of video technology. At the scheduled viewing, a video will be available to gain an overview of the project limits and zoom in to specific areas the landowners would like the Commissioners to see)

1:30 PM VIEWING FOR CONSIDERATION OF THE SCIOTO RIDGE CROSSING LLC WATERSHED AREA DRAINAGE PETITION

On October 2, 2017 at 1:30PM, with the use of video technology, the Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: Jeff Benton, Gary Merrell, and Barb Lewis

On July 6, 2017, a drainage petition for the Scioto Ridge Crossing LLC watershed was filed with the Board of County Commissioners 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.

NOTE: the first hearing on the petition is scheduled for Thursday November 30, 2017, at 10:00am

It was determined that due to access and traffic safety concerns the location and method of the Monday October 2, 2017 1:30P.M. viewing of the proposed improvement would take place at the Office of the Board of County Commissioners, (101 North Sandusky Street Delaware, Ohio), with the use of video technology. At the scheduled viewing, a video was available to gain an overview of the project limits and zoom in to specific areas that the staff and landowners wished the Commissioners to see.

The Commissioners:

- Viewed 2 videos of the area
- Followed The Proposed Tile Areas off of South Section Line along Ross Property back to M/I Property
- Showed Road Culvert;
- Videos showed proposed flow path area from 400 feet and 40 feet

- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

- The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2017

SIGN-IN SHEET FOR OCTOBER 2, 2017

1:30 PM Viewing For Consideration Of The Scioto Ridge Crossing LLC
Drainage Improvement Petition Filed By Scioto Ridge Crossing LLC

NAME	ADDRESS
1 BRET BACON	SWCD
2 Daniel Barr	SWCD
3 Rebecca Longsmith	SWCD
4 ED ROSS	5801 S Section 16 Rd
5 Jason Francis	3 Eastern Oval Columbus 43219
6 Tony Egerman	1550 Lewis Ctr Rd, "B"
7 Clint Matlack	Engineers office
8 Aric Hochstetler	DCPO
9 Chris Buserman	County Engineer
10 James Whitacre	422 Beecher Rd (ACD)
11	

8

RESOLUTION NO. 17-1027

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE OWNER'S AGREEMENT WITH EVANS FARM LAND DEVELOPMENT COMPANY, LLC, FOR EVANS FARM SECTION 1:

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

WHEREAS, on July 17, 2017, the Board of County Commissioners of Delaware County, Ohio (the "Board") adopted Resolution No. 17-754, approving an Owner's Agreement with Evans Farm Land Development Company, LLC (the "Developer"), for Evans Farm Section 1; and

WHEREAS, the Board and the Developer mutually desire to amend the Owner's Agreement to provide for the completion of, and financial warranty for, certain off-site improvements necessitated by Evans Farm Section 1; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Delaware County, State of Ohio, hereby approves Amendment No. 1 to the Owner's Agreement with Evans Farm Land Development Company, LLC, for Evans Farm Section 1, as follows:

AMENDMENT NO. 1 TO OWNER'S AGREEMENT

PROJECT NUMBER: 6011

This Amendment No. 1 to the Owner's Agreement, originally dated July 17, 2017, by and between **Evans Farm Land Development Company, LLC** (the "Owner") and the **Board of County Commissioners of Delaware County, Ohio** (the "County" or "County Commissioners") (hereinafter collectively referred to as the "Parties") (the "Agreement"), is made and entered into by and between the Parties on September 28, 2017, in order to modify the terms of the Agreement with respect to off-site improvements related to or as a result of Project Number 6011.

AMENDMENT

The Agreement is hereby amended by adding the following provisions:

1. The "public improvements" to be constructed, installed, or otherwise made by the Owner shall also include certain off-site improvements on Lewis Center Road as depicted on plans submitted to, and currently under review by, the Delaware County Engineer and titled "Evans Farm Lewis Center Road Improvements – County Road 106." The Owner shall construct, install, or otherwise make the Evans Farm Lewis Center Road Improvements – County Road 106 in accordance with the plans therefor and approved by the Delaware County Engineer and the County Commissioners and shall be completed no later than July 17, 2018, subject to extension of time as provided in this Agreement.

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2017**

Upon the Delaware County Engineer’s approval of the plans for Evans Farm Lewis Center Road Improvements – County Road 106, Owner shall also deposit an additional amount equal to \$125,000 (approximately eight percent (8%) of the estimated cost of the Evans Farm Lewis Center Road Improvements – County Road 106) for the cost of inspection thereof by the Delaware County Engineer.

2. If the Evans Farm Lewis Center Road Improvements – County Road 106 are not completed prior to recording the plat for Evans Farm Section 1, then the performance bond, certified check, irrevocable letter of credit or other approved financial warranty required shall include an amount equal to the cost of construction of the Evans Farm Lewis Center Road Improvements – County Road 106, which is estimated to be \$1,562,400.
3. In addition to the public improvements the Owner is required to construct, install, or otherwise make in accordance with this Agreement, the Parties mutually acknowledge and agree that the Owner is responsible for an incremental share of the cost for additional off-site improvements that are shown on the approved traffic impact study (“TIS”) to result from the Evans Farm development as future phases of the Evans Farm development are completed. Based on the number of daily trips attributable to Evans Farm Section 1 in the TIS in proportion to the total daily trips attributable to the overall Evans Farm development, the Owner shall be responsible for its incremental share of the additional off-site improvements in the amount of \$1,595,000 (“Owner’s Off-site Obligation”).
4. The Owner shall not be required to provide a separate performance bond, certified check, irrevocable letter of credit or other approved financial warranty for the Owner’s Off-site Obligation, but, upon completion and the County’s formal acceptance of the public improvements required by this Agreement, the performance bond, certified check, irrevocable letter of credit or other approved financial warranty provided for the public improvements required by this Agreement shall be reduced to an amount that equals the sum of the ten percent (10%) maintenance amount for the public improvements (\$848,400) plus the amount of the Owner’s Off-site Obligation (\$1,595,000) for a total amount of \$2,443,400.
5. The amount of the performance bond, certified check, irrevocable letter of credit or other approved financial warranty attributable to the Owner’s Off-site Obligation shall be released upon execution of a master development agreement between the Parties that provides for the funding of the additional off-site improvements for the Evans Farm development, and the Owner shall not be required to provide any performance bond, certified check, irrevocable letter of credit or other approved financial warranty for the additional off-site improvements after execution of the master development agreement.
6. With respect to any bond, certified check, irrevocable letter of credit or other approved financial warranty to be provided pursuant to this Agreement, the Owner shall either be listed as the principal thereon or shall require that the Owner’s contractor be listed as the principal thereon for and on behalf of the Owner; provided, however, that, regardless of the named principal, the County shall be the obligee or beneficiary listed thereon, and this Agreement shall be incorporated by reference therein.

REMAINING PROVISIONS

All other terms and conditions of the Agreement shall remain in full force and effect unless specifically amended herein.

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

OTHER BUSINESS

FOR

October 2, 2017

RESOLUTION NO. 17-1028

IN THE MATTER OF APPROVING THE DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR EVANS FARM SECTION 1:

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

WHEREAS, on October 2, 2017, a Ditch Maintenance Petition for Evans Farm Section 1 was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Evans Farm Section 1 located off of Lewis Center Road in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 2, 2017**

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$2,866,529.84 for the benefit of the lot(s) being created in this site. One Hundred and Forty Two (142) lots are created in these plats and each lot received an equal share of the benefits (cost) of the project. The basis for calculating the assessment for each lot is therefore \$20,186.83 per lot. An annual maintenance fee equal to 2% of this basis (\$403.74) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$57,330.60 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

RECESS 1:50PM/2:30PM RECONVENE

Discussion On The Plat For Evans Farm Section 1 And The Necessary Bond.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners