

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 9, 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 Wedgewood Subdivision Sections 2, 3, 3A, 4, 5, 7, 8, 9 Drainage Maintenance Improvement Petition (Intersection of Preston Court and Preston Way)

1
RESOLUTION NO. 17-1039

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 5, 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 October 5, 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
 (Refer to item after executive session).

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-1040

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1006:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1006 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Silling Associates	Architect for Courts Building	40411414-5410	\$52,050.06
Heavy Duty Truck	Semi Work at Water Reclamation	66211901-5328	\$ 8,000.00

PR	Vendor Name	Line Description	Line Account	Amount
Number				

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

5
RESOLUTION NO. 17-1041

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Mark Chandler, Cory Smith, Steve Rossette, and Matt Saracina attend a 2017 Plant Operations and Lab Workshop in Lewis Center, Ohio on October 11, 2017 at a total cost of \$680.00 from fund 66211901.

The Regional Sewer District is requesting that Mark Chandler, Marshall Yarnell, Chad Kidd, Kevin Brutchey,

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and John Feightner attend an Alloway Bioassay Seminar in Marion, Ohio on November 2, 2017 at no cost.

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

**6
RESOLUTION NO. 17-1042**

IN THE MATTER OF ACCEPTING A DONATION FROM BST&G FIRE DISTRICT IN SUPPORT OF DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, BST&G Fire District has donated CPR training devices and equipment to Delaware County EMS, to assist in outreach training and education (a schedule of donated items is on file with Delaware County EMS); and

WHEREAS, the value of the CPR training devices and equipment has been set at \$4128.00; and

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts the donation of CPR training devices and equipment from BST&G Fire District and thanks the Fire District for its generosity and commitment to emergency medical services within Delaware County.

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

**7
RESOLUTION NO. 17-1043**

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the United Parcel Service, Great Lakes District has donated 5 bikes and 5 skateboards to the Delaware County Department of Job and Family Services to be given to children and youth in agency custody; and

WHEREAS, the value of these bikes and skateboards has been set at \$600; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the bike and skateboard donation and offer thanks to all involved in this collaborative effort for their generous support of the Delaware County Department of Job and Family Services and the children of Delaware County;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts this donation of \$600 in bikes and skateboards to the Delaware County Department of Job and Family Services and thanks the United Parcel Service, Great Lakes District for the thoughtful generosity and commitment to the children of Delaware County.

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

**8
RESOLUTION NO. 17-1044**

IN THE MATTER OF APPROVING THE SANITARY SEWER DEVELOPER’S AGREEMENT FOR ORANGE POINT OUTPARCELS:

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Developer’s Agreement for Orange Point Outparcels.

DEVELOPER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

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This Agreement is entered into on this 9th day of October 2017, by and between **Orangepointe, LLC**, hereinafter called "Developer", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Orangepoint Outparcels** Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Developer is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvements for Orange Point Outparcels**, dated **May 22, 2017**, and approved by the County on **June 15, 2017**, all of which are a part of this Agreement. The Developer shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

Capacity reservation is considered non-applicable to this agreement as the work for this project involves only the extension of utilities. Future connections to the sanitary sewer shall be evaluated by the Sanitary Engineer's Office upon such time that the Developer (or other future applicant) requests a specific use for the site and submits a Commercial Tap Fee Application.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Developer elect to record the plat prior to beginning construction, the Developer shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$277,205.00**) 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 Developer elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Developer elects to record the plat. At that time, the Developer 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 Developer hereby elects to use Option 1 for this project.

Initials _____

Date _____

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

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

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Developer shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvements for Orange Point Outparcels (\$9,702.18)**. The Developer shall also deposit with the Delaware County Sanitary Engineer the sum of **\$22,125.00** estimated to be necessary to pay the cost of inspection for **Orange Point Outparcels** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Developer and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

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

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

In addition to the charges above, the Developer shall pay the cost of any third party inspection services for **Orange Point Outparcels** as required by the County.

SECTION V: CONSTRUCTION

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

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

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

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

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

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

SECTION VI: EASEMENTS

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

SECTION VII: COMPLETION OF CONSTRUCTION

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

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

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of 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 Developer shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

The Developer, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements.

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

SECTION VIII: SIGNATURES

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

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

9
RESOLUTION NO. 17-1045

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH MJL RESOURCES, LLC TO COMPLETE AN OPERATIONS ASSESSMENT AT THE ALUM CREEK WATER RECLAMATION FACILITY, OLENTANGY ENVIRONMENTAL CONTROL CENTER AND THE LOWER SCIOTO WATER RECLAMATION FACILITY:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with MJL Resources, LLC to perform the Operations Assessments;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with MJL Resources, LLC:

SERVICES AGREEMENT

This Agreement is made and entered into this 9th day of October, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and MJL Resources, LLC 52 Pisgah Forest Trail, Arden, North Carolina, 28704 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor will provide “Services” in connection with the following “Project”:

The contractor will complete an Operations Assessment Memorandum for each of the Lower Scioto Water Reclamation Facility, Olentangy Environmental Control Center, and the Alum Creek Water Reclamation Facility. The evaluation will include a review of past operations data, interview with key plant personnel, comprehensive plant walk-through, and review of current work flow assignments and staffing. The memorandum will include a SWOT (strengths, weaknesses, opportunities and threats) analysis for each facility and recommendations on short-term and long-term operational changes to improve productivity, efficiency and sustainability at each facility. Industry best practices and key performance indicators will be evaluated and major contracted services at each facility will be reviewed and consideration will be given to performance of that work by County staff. In addition to the Operations Assessment Memorandum, a presentation to the staff will be conducted to review the recommendations and an outcome from the presentation would be a list of prioritized and agreed upon action items at the plant staff level.

1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.

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- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be on an hourly basis of \$90.00 per hour.
- 4.2 Total compensation under this Agreement shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) without subsequent modification.
- 4.3 The fees specified above 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 Section 1.1.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Michael Frommer, P.E.
 Address: 50 Channing Street, Delaware, Ohio 43015
 Telephone: (740) 833-2240
 Email: mfrommer@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Mark Livengood
 Address of Firm: 52 Pisgah Forest Trail
 City, State, Zip: Arden, North Carolina 28704
 Telephone: (937) 216-8068
 Email: mlivengood1983@gmail.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the work in accordance with the Proposal.

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- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.
- 8 SUSPENSION OR TERMINATION OF AGREEMENT**
- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.
- 9 CHANGE IN SCOPE OF SERVICES**
- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Work, 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.
- 10 OWNERSHIP**
- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.
- 11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**
- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 12 INDEMNIFICATION**
- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and 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 Contractor, 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.
- 13 INSURANCE**
- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$500,000 each occurrence with an annual aggregate of \$500,000.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$500,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 13.3 Workers' Compensation Coverage: Contractor shall, if required by the laws of the State of Ohio, maintain workers' compensation coverage.
- 13.4 Additional Insureds: Delaware 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 13.1 and 13.2.
- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County.

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Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Contractor 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. Contractor 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.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. The County is a public employer as defined in R.C. § 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Contractor for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

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14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work 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 work to which the Agreement relates.

Contractor 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 work 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.

Contractor 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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

10

RESOLUTION NO. 17-1046

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR ORANGEPOINT OUTPARCELS:

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

Whereas, Orangepoint LLC has submitted the Plat of Subdivision (“Plat”) for Orangepoint Outparcels, 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 August 25, 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 August 28, 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 August 29, 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 September 5, 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 September 29, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Orangepoint Outparcels.

Orangepoint Outparcels:

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lot 2, quarter Township 2, Township 3, Range 18, United States Military Lands, containing 13.116 acres of land, more or less, said 13.116 acres being comprised of all of that 12.474 acre tract of land conveyed to ORANGEPOINTE LLC by Deed of Record in Official Record 23, Page 990, and part of that tract of land conveyed to CAPITAL SQUARE CORPORATION by Deed of Record in Deed Book 489, Page 720, Recorder’s Office, Delaware County, Ohio. Cost: \$12.

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

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**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
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RESOLUTION NO. 17-1047

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR CARTER'S FARM CAD AND ORANGE POINT OUTPARCELS:

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

Carter's Farm CAD:

WHEREAS, on October 9, 2017, a Ditch Maintenance Petition for Carter's Farm CAD 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 Carter's Farm CAD located off of Carter's Corner Road in Kingston 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

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 \$21,954.48 for the benefit of the lots being created in this subdivision. Three (3) lots are being created in these plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$7,318.16 per lot. An annual maintenance fee equal to 2% of this basis (\$146.36) will be collected for each lot. It is understood 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 \$439.09 has been paid to Delaware County, receipt of which is hereby acknowledged.

Orange Point Outparcels

WHEREAS, on October 9, 2017, a Ditch Maintenance Petition for Orange Point Outparcels 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 Orange Point Outparcels located off of Orangepoint Drive and U.S. Route 23 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

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

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follows:

The cost of the drainage improvements is \$322,610.96 for the benefit of the lots being created in the subject site. The developed area of 12.48 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each separate lot platted within the 12.48 acre site is therefore \$25,850.24 per acre. The annual maintenance fee contemplated herein shall equal 2% of this basis (\$517.00 per acre) and will be collected from each separate lot owner on a per acre basis. 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 \$6,452.22 has been paid to Delaware County, receipt of which is hereby acknowledged

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

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RESOLUTION NO. 17-1048

IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR CREEKSIDE INDUSTRIAL PARK; GRAPHICS WAY EXTENSION; OLD HARBOR ESTATES – SECTION 2; OLENTANGY FALLS SECTION 4, PHASE B; AND ORANGE POINT OUTPARCELS:

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

Whereas, The Engineer recommends approving the Owner's Agreements for Creekside Industrial Park; Graphics Way Extension; Old Harbor Estates – Section 2; Olentangy Falls Section 4, Phase B; and Orange Point Outparcels.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreements for Creekside Industrial Park; Graphics Way Extension; Old Harbor Estates – Section 2; Olentangy Falls Section 4, Phase B; and Orange Point Outparcels as follows:

Creekside Industrial Park

OWNER'S AGREEMENT
PROJECT NUMBER: 14043

THIS AGREEMENT, executed on this 9th day of October 2017 between **HIGHDEV II, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **CREEKSIDE INDUSTRIAL PARK**, further identified as Project Number 14043 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 2 for this project.

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

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY THOUSAND DOLLARS (\$60,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited,

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the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$2,928,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 292,800
INSPECTION FEE DEPOSIT	\$ 60,000

Graphics Way Extension North of Orange Point Drive

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 9th day of October 2017 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ORANGEPOINTE LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **GRAPHICS WAY EXTENSION NORTH OF ORANGE POINT DRIVE** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWO HUNDRED FORTY-SEVEN THOUSAND DOLLARS (\$247,000)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**". Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the acceptance of the improvements by the **COUNTY**.
- 4) Before beginning construction, the **OWNER** shall deposit inspection fees in the amount of **NINETEEN THOUSAND EIGHT HUNDRED DOLLARS (\$19,800)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the project and acceptance of the

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improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.

- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than September 30, 2018**, and will receive an approval letter from the **Delaware County Engineer** as evidence of the **OWNER'S** release from responsibility to said project.
- 6) The **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices" and "Traffic Control for Construction and Maintenance"**.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

Old Harbor Estates Section 2

OWNER'S AGREEMENT
PROJECT NUMBER: 6035

THIS AGREEMENT, executed on this 9th day of October 2017 between **OLD HARBOR ESTATES, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **OLD HARBOR ESTATES – SECTION 2**, further identified as Project Number 6035, is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 2 for this project.

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

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY-ONE THOUSAND FORTY DOLLARS (\$61,040)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**.

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Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$763,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 76,300
INSPECTION FEE DEPOSIT	\$ 61,040

Olentangy Falls Section 4, Phase B

OWNER'S AGREEMENT
PROJECT NUMBER: 6058

THIS AGREEMENT, executed on this 9th day of October 2017 between **LIFESTYLE COMMUNITIES**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **OLENTANGY FALLS SECTION 4, PHASE B**, further identified as Project Number 6058 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 2 for this project.

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

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The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$34,800)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$435,000
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 43,500
INSPECTION FEE DEPOSIT	\$ 34,800

Orange Point Outparcels

**OWNER'S AGREEMENT
FOR
DRAINAGE IMPROVEMENTS**

THIS AGREEMENT made and entered into this 9th day of October 2017 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **GIOFFRE COMPANIES, INC. (Owner #1) AND ORANGEPOINTE LLC (Owner #2)**, hereinafter called the **OWNERS**, as evidenced by the Engineering and

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Construction Plan entitled “**ORANGE POINT OUTPARCELS**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) **OWNER #1** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) **OWNER #1** shall pay the entire cost and expenses of said improvements.
- 3) **OWNER #1** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **THREE HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$371,200)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “*Delaware County Engineering and Surveying Standards for Subdivision Development*” and the current “*Subdivision Regulations of Delaware County, Ohio*”.
- 4) **OWNER #1** shall deposit **TWENTY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$29,700)**, made payable to the Delaware County Engineer, estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, **OWNER #1** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to **OWNER #1**.
- 5) **OWNER #1** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**. Bond release will be contingent upon satisfactory completion of all items in Exhibit C of the approved plans, to include permanent stabilization.
- 6) Upon approval of the improvements, all structures covered under Exhibit C of the approved plan will be placed on Delaware County’s Ditch Maintenance Program.
- 7) **OWNER #1** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 8) **OWNER #1** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “*Traffic Control for Construction and Maintenance*”.
- 9) **OWNER #1** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 10) If **OWNER #1** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 11) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 12) In the event that the **Delaware County Engineer** stops work forthwith and uses the surety for the completion of the improvement as permitted by Paragraph 9 herein, **OWNER #2**, owner of the 12.474 acre tract upon which certain of the improvements shown on the plan are to be constructed, grants to the **Delaware County Engineer** a temporary, non-exclusive access easement for ingress and egress by persons (including its contractors, agents and employees), materials, machinery and equipment over and across said 12.474 acre tract as may be reasonably necessary to complete the improvements shown on the **PLAN**. This temporary access easement shall automatically terminate upon the earlier of (i) one year after the date of this Agreement first above written or (ii) completion of the improvements shown on the **PLAN** by the **Delaware County Engineer**.

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

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

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RESOLUTION NO. 17-1049

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS COURTYARDS AT MAXTOWN LEFT TURN LANE:

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

Whereas, on January 28, 2016, the Board of County Commissioners (the “Board”) entered into an Owner’s Agreement with Epcon Maxtown LLC (“Owner”) for the project known as Courtyards at Maxtown Left Turn Lane (“Improvement”); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Owner’s Agreement and release the bond being held as construction surety to the Owner;

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Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Owner's Agreement and releases the bond being held as construction surety to the Owner.

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

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RESOLUTION NO. 17-1050

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND G&G ENTERPRISES COMPLETE EXCAVATING SERVICE, LLC FOR THE PROJECT KNOWN AS SCOTT #604 LATERAL #2 DRAINAGE IMPROVEMENT PROJECT – DELAWARE COUNTY:

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

**Scott #604 Lateral #2 Drainage Improvement Project – Delaware County
Bid Opening of September 19, 2017**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to G&G Enterprises Complete Excavating Service, LLC, 5907 Renie Road, Belleville, Ohio 44813 , the low bidder for the project known as Scott #604 Lateral #2 Drainage Improvement Project – Delaware County. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with G&G Enterprises Complete Excavating Service, LLC for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and G&G Enterprises Complete Excavating Service, LLC for the project known as Scott #604 Lateral #2 Drainage Improvement Project – Delaware County as follows:

CONTRACT

THIS AGREEMENT is made this 9th day of October, 2017 by and between **G&G Enterprises Complete Excavating Service, LLC**, hereinafter called the “**Contractor**” and the **Delaware County Board of Commissioners**, hereinafter called the “**Owner**”.

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

ARTICLE 1. Statement of Work

The **Contractor** shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “Scott #604 Lateral #2 Drainage Improvement Project – Delaware County” and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The **Owner** will pay the **Contractor** for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **One Hundred Eleven Thousand One Hundred Sixty-Three Dollars (\$111,163.00)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

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RESOLUTION NO. 17-1051

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

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

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

Now, Therefore, Be It Resolved, that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U17-124	Spectrum	3 B's & K Road	Place cable in ROW
U17-125	Columbia Gas	Home Road	Tie-into existing Gas line
U17-126	Columbia Gas	Tree Lake Blvd.	Place cable in ROW
U17-127	Fibertech	E. Powell Road	Place duct and hand hole
U17-128	Columbia Gas	Seldom Seen Road	Install Gas Main
U17-129	WOW	Mariners Watch Subdivision	Place lines by directional bore
U17-130	WOW	Hidden Cove Subdivision	Place lines by directional bore
U17-131	WOW	Avonlea Subdivision	Place lines by directional bore
U17-132	WOW	Old Harbor Subdivision	Place lines by directional bore
U17-133	WOW	Shadow Creek Subdivision	Place lines by directional bore
U17-134	WOW	Piatt Meadows Subdivision	Place lines by directional bore
U17-135	WOW	Oldfield Subdivision	Place lines by directional bore

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

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RESOLUTION NO. 17-1052

IN THE MATTER OF APPROVING A NEW ORGANIZATIONAL KEY, SUPPLEMENTAL APPROPRIATION, TRANSFER OF APPROPRIATION AND TRANSFER OF FUNDS FOR THE SMOTHERS AND RED BANK/SCHOTT INTERSECTION IMPROVEMENTS:

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

New Organizational Key

29440443 SMOTHERS RD-RED BK/SCHOTT INT

Supplemental Appropriation

29440443-4509	Smothers Rd Red-Bk/Schott Int/Federal Grants A	\$40,000.00
29440443-5401	Smothers Rd Red-Bk/Schott Int /Land Purchase	\$80,000.00

Transfer of Appropriation

From	To	
10040421-5401	10040421-5801	\$80,000.00
Road & Bridge Projects/Land Purchase	Road & Bridge Projects/Transfers	

Transfer of Funds

From	To	
10040421-5801	29440443-4601	\$80,000.00
Road & Bridge Projects/Transfers	Smothers Rd Red-Bk/Schott Int/Interfund Revenues	

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

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RESOLUTION NO. 17-1053

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS FOR DEVELOPMENTAL DISABILITIES:

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

Supplemental Appropriation

29519000-5801	DODD Administration/Misc Cash Transfer	410,331.00
49552506-5410	DODD Capital Improvements/Building & Improvements > \$25,000	469,500.00

Transfer of Funds

From	To	
29519000-5801	49552506-4601	410,331.00
DODD Administration/Misc Cash Transfer	DODD Capital Improvements/Interfund Revenue	

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

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DISCUSSION

DEPARTMENTAL METRICS AND A COUNTY DASHBOARD

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator
 -No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
 -Attended the MORPC Executive Committee meeting last week.
 -DKMM will hold their Executive meeting tomorrow, followed by a regular DKMM meeting
 -The Finance Authority will be having a retreat tomorrow evening.
 -Will be attending a Columbus State event Wednesday morning.

Commissioner Lewis
 -Attended the quarterly Stepping Up meeting Thursday afternoon.
 -Attended the Community Correction Planning Board last Thursday as well.

Commissioner Benton
 -The Wedgewood Subdivision viewing will be today at 1:30 PM
 -Two top 10 teams lost on their home fields this weekend to non-ranked teams. (University of Michigan and University of Oklahoma)
 -The Indians are up two games to one over the Yankees.

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RESOLUTION NO. 17-1054

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR COLLECTIVE BARGAINING:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 9:52 AM.

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

RESOLUTION NO. 17-1055

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 10:55AM.

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

PUBLIC COMMENT

Emmett Kelly, Frost Brown Todd, on behalf of Evans Farm Land Development
 -Plat for Evans Farm

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**Andrew Wecker, Manos, Martin and Pergram, on behalf of Evans Farm Land Development
-Plat for Evans Farm**

RECESS 11:05AM/RECONVENE 1:35PM

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**1:30PM Viewing For Consideration Of The Wedgewood Subdivision Sections 2, 3, 3A, 4, 5, 7, 8, 9
Drainage Maintenance Improvement Petition (Intersection of Preston Court and Preston Way)**

IN THE FIELD:

**1:30 PM VIEWING FOR CONSIDERATION OF THE WEDGEWOOD SUBDIVISION SECTIONS
2, 3, 3A, 4, 5, 7, 8, 9 DRAINAGE MAINTENANCE PETITION WATERSHED AREA DRAINAGE
PETITION**

On Monday October 9, 2017 at 1:30PM starting in the vicinity between Preston Ct and Preston Way 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, President, Vice President, Gary Merrell, and Commissioner,
Barb Lewis**

On July 11, 2017, a drainage petition for the Wedgewood Subdivision Sections 2, 3, 3a, 4, 5, 7, 8, 9 Drainage Maintenance Petition Watershed was filed with the Board of County Commissioners to: repair, replace, or alter the existing improvement as required and to maintain the improvement per engineering plan. In Delaware County, Liberty Township, in Wedgewood Subdivision Sections 2, 3, 3A, 4, 5, 7, 8, 9

NOTE: the first hearing on the petition is scheduled for **Thursday December 7, 2017, at 10:00AM**

The Commissioners:

- starting in the vicinity between Preston Ct. and Preston Way
- ravine areas that cover large surface area water are part of proposed maintenance program
- individual drainage spots will not be covered
- Drove over to property at Canterbury and Stratford to view a backyards where Columbus Zoo now owns land
- viewed maps of area
- current drainage infrastructure does not have retention basins; granted a variance due to proximity to River. If maintenance program moves forward variance still in place
- currently no major issues are known to exist
- the infrastructure in this area would have been reviewed and approved by the County Engineer at the time of planning, but predates maintenance program
- the petition (signatures and words) determines the upstream part of a project the "sufficient outlet" determines the bottom of a project
- projects since 1998 are automatically placed on County Drainage Maintenance Program
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future
- 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.

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Delaware County Commissioners

Jeff Benton
Barb Lewis
Gary Merrell

County Administrator
Ferzan M. Ahmed

Clerk to the Commissioners
Jennifer Walraven

1:35

SIGN-IN SHEET FOR OCTOBER 9, 2017

1:30 PM Viewing For Consideration Of The Wedgewood Subdivision
Sections 2, 3, 3A, 4, 5, 7, 8, 9 Drainage Maintenance
Improvement Petition
(Starting at Intersection of Preston Court and Preston Way)

NAME	ADDRESS
1 Sarah DeNovo	101 N Sandusky
2 BRET BALON	SWCD
3 Brett Bergeford	DCEO
4 Kurt Simmgus	DCEO
5 Steven Butterfield	5151 Woodbridge
6 Lisa Medrano	5106 Preston Ct
7 SAURIN MEHTA	5037 CANTEBURY
8 DON HILL	10479 CAMBRIDGE Rd.
9 James Jewell	5128 Woodbridge Ave
10 JIM WALLACE	10681 Preston Way
11 Margaret Gill	5167 Canterbury Dr.
12 DORIS FINNIE	5147 CANTERBURY DR.
13 KEITH FABIANO	5178 CANTERBURY DR.
14 JOE KARR	1053A Wellington Blvd
15 Dan Barr	SWCD

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16	Rebecca Longsmith	SWCD
17	Matt Lannan	SWCD
18	Joey Hurford	SWCD
19	Jim Slaughter	SWCD
20	Susan Klimke	10506 Wellington Blvd
21	SMITH BREWSTER	
22	RONALD E HALAS	10578 CARRIGAN Rd PL
23	Scott Williamson	5107 CANTERBURY DR.
24	GREG TUNIS	4885 PADDINGTON WAY
25	Susan Moore	10665 Preston Way
26		
27		
28		
29		
30		
31	VELVA DUNN	5150 CANTERBURY Drive

There being no further business, the meeting adjourned.

 Gary Merrell

 Barb Lewis

 Jeff Benton

 Jennifer Walraven, Clerk to the Commissioners