

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 4, 2018

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RESOLUTION NO. 18-634

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM ZUHAUSE LLC (DBA WILD OAK) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Concord Township Trustees that a new liquor license request from Zuhause LLC (DBA Wild Oak) located at 7775 Dublin Road, Delaware, Ohio 43015;

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

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RESOLUTION NO. 18-635

IN THE MATTER OF AUTHORIZING THE FISCAL YEAR 2018 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION APPLICATION TO BE FILED WITH THE OHIO DEVELOPMENT SERVICES AGENCY:

It was moved by Mr. Benton, seconded by Mrs. Lewis to authorize the application:

WHEREAS, the Ohio Development Services Agency has allocated \$208,000 in the Fiscal Year 2018 Small Cities Community Development Block (CDBG) grant funds under the Allocation Program to Delaware County; and

WHEREAS, Delaware County has conducted its first public hearing on March 12, 2018 concerning the CDBG program and has conducted the second public hearing on the proposed activities on May 31, 2018. Such hearings indicate significant need and interest in utilizing these funds to assist the communities within the County with necessary and useful programs, which are responsive to the State and national program objectives and qualification criteria for this program.

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

Section 1. The Economic Development Coordinator is hereby authorized to make application for \$208,000 of CDBG Small Cities Allocation Program funds; \$117,000 of which shall be used for Street Improvements in the Village of Ashley; \$49,400 of which shall be used for ADA Sidewalk Improvements for Berlin Township; \$41,600 of which shall be used for Program Administration and a Fair Housing Program. All necessary program assurances will be included with the application.

Section 2. The Board authorizes the President of the Board to execute any necessary administrative documents in support of the grant application.

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

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RESOLUTION NO. 18-636

IN THE MATTER OF APPROVING THE ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR LOCAL GOVERNMENTS CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG ALLOCATION 2018 GRANT FROM THE OHIO DEVELOPMENT SERVICES AGENCY:

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

WHEREAS, the Ohio Development Services Agency has allocated \$208,000 in the Fiscal Year 2018 Small Cities Community Development Block (CDBG) grant funds under the Allocation Program to Delaware County; and

WHEREAS, Delaware County is submitting an application to ODSA for the CDBG Allocation 2018 Program; and

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WHEREAS, ODSA requires an Anti-Displacement and Relocation Plan by all grantees prior to funding, regardless of whether or not demolition activities are planned; and

WHEREAS, this Anti-Displacement and Relocation Plan was developed as a strategy to assist low- and moderate-income dwelling units demolished or converted to a use other than low- and moderate-housing as a direct result of activities assisted with funds provided under then Housing and Community Development Act of 1974; and

WHEREAS, Delaware County will provide relocation assistance, as described in 24 CFR 570.488 and 570.606, to each low- and moderate-income household displaced by the demolition of housing or conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities;

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

Section 1. The Board of Commissioners authorizes the approval of the Anti-Displacement and Relocation Assistance Plan as part of the Allocation 2018 grant.

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

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RESOLUTION NO. 18-637

IN THE MATTER OF SELLING PERSONAL PROPERTY TO THE CITY OF POWELL POLICE DEPARTMENT, DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County currently owns certain personal property, specifically one (1) Motorola XTL 5000 Mobile Radio, Serial Number: 500CFX0006 (the "Property"), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the "Board") may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property's value; and

WHEREAS, the City of Powell Police Department, has expressed a need for and can utilize the Property;

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

Section 1. The Board hereby approves the sale of the Property to the City of Powell Police Department, Delaware County, Ohio, for the total sum of Five Hundred Dollars and Zero Cents (\$500.00).

Section 2. The Property shall be sold upon the condition that the Property is accepted "as is."

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the City of Powell Police Department, Delaware County, Ohio.

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

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RESOLUTION NO. 18-638

IN THE MATTER OF AMENDING RESOLUTION NO. 18-498, DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, on May 7, 2018, the Delaware County Board of Commissioners adopted Resolution No. 18-498, declaring personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, the Delaware County Engineer has informed the Director of Facilities that it can utilize one of the motor vehicles identified in Resolution No. 18-498; and

WHEREAS, the Director of Facilities recommends amending Resolution No. 18-498 to withdraw the motor vehicle from auction;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that Resolution No. 18-498 is hereby amended to withdraw the 2007 Ford F-350 5.4L dump truck, Asset # 137/Pickup, VIN 1FDWF36587EA34581, from auction and assign the motor vehicle for use by the Delaware County Engineer's Office.

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

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RESOLUTION NO. 18-639

IN THE MATTER OF APPROVING AN OWNER'S AGREEMENT FOR THE RESERVE AT HIDDEN CREEK:

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for The Reserve at Hidden Creek;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approve the Owner's Agreement for The Reserve at Hidden Creek:

OWNER'S AGREEMENT
PROJECT NUMBER: 6026

THIS AGREEMENT, executed on this 4th day of June, 2018 between **WESTPORT HOMES**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **The Reserve at Hidden Creek**, further identified as Project Number 6026 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, 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**.

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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	\$1,212,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 121,200
INSPECTION FEE DEPOSIT	\$ 60,000

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

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RESOLUTION NO. 18-640

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U18-059	Columbia Gas	Courtyards at Muirfield	Install gas in ROW
U18-060	Spectrum	Maketewah Drive	Place cable in ROW
U18-061	Spectrum	Champions Drive	Provide single customer service
U18-062	AEP	E. Orange Road	Replace 4 existing poles
U18-063	Consolidated Electric	Houseman Road	Bore fiber cable
U18-064	Ohio Edison	Radnor Road	Rebuild overhead line
U18-065	Ohio Edison	Old Roberts Road	Rebuild overhead line
U18-066	Fibertech	Highfield Drive	Place cable in ROW
U18-067	Columbia Gas	Reserves at Hidden Creek	Install gas line

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

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RESOLUTION NO. 18-641

IN THE MATTER OF DECLARING NECESSITY TO IMPROVE COUNTY ROAD 54, MONKEY HOLLOW ROAD, OVER BIG WALNUT CREEK AND APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FISHBECK, THOMPSON, CARR & HUBER, INC.:

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

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement; and

WHEREAS, the County Engineer has determined that the County Road 54 (Monkey Hollow Road) bridge over Big Walnut Creek requires replacement and that the approach require reconstruction; and

WHEREAS, the County Engineer recommends that a study be performed to determine alternatives for the improvements and has negotiated a scope of work and fee to prepare said study with Fishbeck, Thompson, Carr & Huber, Inc.;

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

Section 1: The public convenience and welfare require Improvement of County Road 54, Monkey Hollow Road, including the bridge over Big Walnut Creek and the approaches to the bridge; and

Section 2: The following contract is approved for study of alternatives for said Improvement:

**ENGINEERING SERVICES AGREEMENT
PRIME AGREEMENT (LUMP SUM)**

Contract #E0858-S

This Agreement is made and entered into this 4th day of June, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Fishbeck, Thompson, Carr and Huber, Inc., (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

1.1 The Consultant will provide “Services” in connection with the following “Project”:
Preliminary study of conceptual alternatives for roadway and bridge improvements on County Road 54, Monkey Hollow Road over Big Walnut Creek

1.2 The Consultant 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.

1.3 Services shall be rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference made part of this Agreement:

1.3.1 Scope of Services and Fee Proposal dated April 3, 2018

2 SUPERVISION OF SERVICES

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

2.2 The County Engineer or his designee 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 Consultant, 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 in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:

a. For all services described in the Scope of Services and Fee Proposal as “Basic Services”, the lump sum fee shall not exceed \$49,800.00.

4.2 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

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the Scope of Services.

5 NOTICES

5.1 “Notices” issued under this Agreement shall be served to the Parties listed below in writing.

County Engineer:

Name: Chris Bauserman, P.E., P.S.
Attn: Robert Riley, P.E., P.S.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: rriley@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Kamran Qadeer, P.E.

Address of Firm: 1515 Arboretum Drive, S.E.

City, State, Zip: Grand Rapid, Michigan 49546

Telephone: 248-324-4798

Email: kqadeer@fch.com

6 PAYMENT

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant’s Price Proposal.

6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS

7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) of the County Engineer and shall complete the Services no later than May 1, 2019.

7.2 Consultant 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 Consultant may make a written request for time extension, and the County 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

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 Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement or the Scope of Services shall not take effect unless approved by both Parties in writing.

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10 OWNERSHIP

10.1 Upon completion or termination of the Agreement, the Consultant 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 CONSULTANT STAFF; ASSIGNMENT

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Consultant 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 Consultant 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 Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

12.2 The Consultant 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 breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

13.5 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. Consultant shall require all of its subcontractors to provide like endorsements.

13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

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14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

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: Consultant 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 Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services 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 Consultant 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.

14.10 Drug-Free Workplace: The Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of 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.

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

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

14.12 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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

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RESOLUTION NO. 18-642

IN THE MATTER OF AWARDING THE BID FOR DEL-CR24-0.07, SOUTH OLD 3C HIGHWAY IMPROVEMENTS, PHASE 1:

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

WHEREAS, bids were received for the contract entitled DEL-CR24-0.07, South Old 3C Highway Improvements, Phase 1; and

WHEREAS, the County Engineer recommends award of the Alternate Bid (Pavement Option B); and

WHEREAS, the apparent low bidder under the Alternate Bid is Elite Excavating Company of Ohio, Inc. (Elite); and

WHEREAS, Elite has requested to withdraw its bid based on a typographical error made in the submission of its bid; and

WHEREAS, the County Engineer has reviewed the bids and has determined that Elite made a legitimate typographical error in its bid with no intent to manipulate the bid, and therefore recommends that the Board grant the request to withdraw the bid without penalty or action against its Bid Bond, and further recommends award of the contract to the next lowest bidder, George J. Igel & Co., in the total amount of \$5,878,242.29;

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

Section 1: The request of Elite Excavating to withdraw its bid pursuant to typographical error without penalty is granted; and

Section 2: The contract award is hereby made to the next lowest Bidder, George J. Igel & Co. for the Alternate Bid (Pavement Option B) in the total amount of \$5,878,242.29; and

Section 3: The following contract is approved:

CONTRACT

THIS AGREEMENT is made this 4th day of June, 2018 by and between **George J. Igel & Company, Inc., 2040 Alum Creek Drive, Columbus, Ohio 43207**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“DEL-CR24-0.07, S. Old 3C Highway Improvements Project”**, and required supplemental work for the project all in strict accordance with the Contract Documents.

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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 *Five Million Eight Hundred Seventy-Eight Thousand Two Hundred Forty-Two Dollars and Twenty-Nine Cents (\$5,878,242.29)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

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

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

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

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RESOLUTION NO. 18-643

IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE FOR THE TRADITIONS AT WALKER PARK CONDOMINIUM ASSOCIATION AND WALKER WOOD HOMEOWNERS ASSOCIATION, INC. FOR THE PROJECT KNOWN AS DEL-CR-14-1.23:

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

WHEREAS, the County Engineer recommends approval of the Contracts of Sale and Purchase for The Traditions at Walker Park Condominium Association and Walker Wood Homeowners Association, Inc. for the project known as DEL-CR-14-1.23;

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The Delaware County Board of Commissioners approve the Contracts of Sale and Purchase for The Traditions at Walker Park Condominium Association and Walker Wood Homeowners Association, Inc for the project known as DEL-CR-14-1.23 as follows:

The Traditions at Walker Park Condominium Association

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 4th day of June, 2018, The Traditions at Walker Park Condominium Association, an Ohio non-profit corporation as attorney-in-fact for Walker Park LLC, an Ohio corporation Kyle D. Wilke, Austin Murphy, Rajagopal Jeyasekar and Sundaramoorthy Poorani, Cyriacus R. Ogbuehi and Celestina Ogbuehi, Schnetzler Limited Partnership, LLC, Olivia Ann LeRose, Marvel Realty LLC, Daniel L. Connelly, Marvel Realty LLC, Shawn F. Parker Sr. and Georgia Parker, Derek J. Gaudio and Susan K. Gaudio, Trustees, Marvel Realty LLC, Marvel Realty LLC, Marvel Realty LLC, Marvel Realty LLC, Junyan Wang Giufre Properties LLC, Andrew Quillin Real Estate Investments LLC, Desi Investments LLC, Cesario C. Augustine and Donna P. Augustine, JAD Property Management II LLC, JAD Property Management II LLC, JAD Property Management II LLC, Marvel Realty LLC, Marvel Realty LLC, JAD Property Management II LLC, Marvel Realty LLC, JAD Property Management II LLC, Marvel Realty LLC, VVRR Properties LLC, whose address is Vacant Land, Powell Road, Lewis Center, OH 43035, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
96 WD, CH, T, 101 WD, SL, T, 107 WD, SL, T
DEL-CR14-1.23

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By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of \$58,370.00 which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, whatever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Walker Wood Homeowners Association, Inc.

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 4th day of June, 2018, Walker Wood Homeowners Association, Inc. AKA

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Walker Wood Association, an Ohio non-profit corporation, whose address is 777A Dearborn Park Lane, Worthington, OH 43085, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
61 WD, CH-1, CH-2, SL, T, 66 WD, CH, SL-1, SL-2, T-1, T-2, T-3, 81 WD, SL, T,
85 WD, CH, SL, T, 93 WD, SL, T
DEL-CR14-1.23

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of \$85,000.00 which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, whatever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such

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execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 2. The Board approves Purchase Orders and Vouchers for the above contracts.

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

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RESOLUTION NO. 18-644

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2018 DRAINAGE MAINTENANCE ANNUAL CONTRACT:

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

WHEREAS, the Delaware County Engineer recommends and approves the Bid Specifications and the Bid Opening Date and Time for 2018 Drainage Maintenance Annual Contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Bid Specifications and Bid Opening Date and Time for 2018 Drainage Maintenance Annual Contract:

**Public Notice
Advertisement for Bids**

Bid shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, June 26, 2018, at which time they will be publicly received and read aloud, for the project known as

2018 Drainage Maintenance Annual Contract.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices.

The prices of this contract shall be in effect from July 1, 2018 to December 31, 2018. The Board of Commissioners reserves the right to make a non-exclusive award and to issue purchase orders on an as needed basis.

Contract prices shall also be made available for cooperative purchasing with the Delaware Soil and Water Conservation District.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: June 8, 2018

**SPECIFICATIONS
2018 Drainage Maintenance
Annual Contract
Delaware County, Ohio**

GENERAL

This contract is an agreement to perform construction of agricultural drainage improvements including swales, ditches, subsurface tile repairs, and seeding and mulching operations at various locations within Delaware County when requested by the Owner, defined as the Delaware County Board of Commissioners or the Delaware County Engineer (collectively known as "County") or any of its cooperative purchasing partners.

Bidder agrees to perform all work ordered under this contract promptly as requested by the Owner. Failure to complete the requested work within the time and manner specified by the Owner shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration.

The County reserves the right to award any or all or parts of this bid and make a non-exclusive award. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

COOPERATIVE PURCHASING PROGRAM

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The Contractor shall extend bid prices to the cooperative purchasing partners listed below during the term of this agreement:

- Delaware Soil and Water Conservation District

Purchase orders issued by cooperative purchasing partners at the unit prices provided under this Contract shall be considered as separate agreements and the County shall not be considered bound by any such agreements. The Contractor shall deal with the cooperative purchasing partner directly when such purchase orders are made.

NON EXCLUSIVE AWARD

Due to the nature of the goods and services required in addition to not knowing in advance when materials will be needed or a specific job is to be performed, the County will accept all responsive bids submitted on or before the specified bid opening date and make an award to all responsive bidders.

As needs arise, the County will review a tabulated list of the multiple awarded vendors who submitted a bid, and select what vendor best meets its requirements and place an order with that awarded vendor. An award does not guarantee that your company will receive a purchase order during the term of this contract.

CONSTRUCTION AND MATERIAL SPECIFICATIONS

The 2016 ODOT Construction and Material Specifications (CMS) shall govern the work except as follows:

The following are NRCS Specifications for the appropriate line items.

582 Open Channel

https://efotg.sc.egov.usda.gov/references/public/OH/OH_582_OpenChan_11-12-14.pdf

606 Subsurface Drain

https://efotg.sc.egov.usda.gov/references/public/OH/OH_Subsurface_Drain_606_1-31-14.pdf

608 Surface Drain

https://efotg.sc.egov.usda.gov/references/public/OH/Surface_Drainage_Main_or_Lateral_608.pdf

MINIMUM QUANTITIES

The bid blank provides minimum payment quantities for a single work order, which may include multiple locations when authorized under the same authorization. Payment shall be made for the minimum quantity for each item of work performed under a single work order if the quantity performed is less than the minimum amount listed.

MISCELLANEOUS TERMS AND CONDITIONS

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.

Prohibited Interests: Bidder agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Bidder 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 project, without the prior express written consent of County.

Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Bidder, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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.

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.

Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

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Findings for Recovery: Bidder certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Independent Contractor: The Contractor acknowledge and agrees 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 Contractor and Delaware County. 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. **Contractor shall certify that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

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RESOLUTION NO. 18-645

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND B&K LEHNER EXCAVATING FOR THE PROJECT KNOWN AS HAVENS #503 DITCH IMPROVEMENTS PROJECT:

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

**Havens #503 Ditch Improvements Project
Bid Opening of May 1, 2018**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to B&K Lehner Excavating, the low bidder for the project known as Havens #503 Ditch Improvements Project; and

WHEREAS, all necessary documentation for this approval has been received; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and B&K Lehner Excavating for the project known as Havens #503 Ditch Improvements Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following contract with B&K Lehner Excavating for the project known as Havens #503 Ditch Improvements Project:

CONTRACT

THIS AGREEMENT is made this 4th day of June, 2018 by and between B&K Lehner Excavating, 2356 Troy Road, Delaware, Ohio 43015, 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 "Havens #503 Ditch Improvements Project" 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 Sixty Thousand Five Hundred Twenty-Two Dollars (\$60,522), 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

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h. Federal and State Requirements

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

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

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RESOLUTION NO. 18-646

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-TR99-1.79, PIATT ROAD EXTENSION PROJECT:

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

WHEREAS, Resolution Number 16-543 established the general alignment of a new road to be known as an extension of Piatt Road (Township Road 99) extending from the current terminus at Cheshire Road (County Road 72) in a northerly direction for approximately 1.11 miles to a point in Berlin Station Road in the northeastern corner of the Olentangy Berlin High School site; and

WHEREAS, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the road, may fix the route and termini of the improvement and may authorize such improvement; and

WHEREAS, the County Engineer has prepared plans, specifications and estimates for the project known as DEL-TR99-1.79, Piatt Road Extension Project; and

WHEREAS, the County Engineer has estimated the construction cost of the Improvement to be \$3,825,000.00;

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

Section 1: The plans, specifications and estimate for the project known as DEL-TR99-1.79, Piatt Road Extension Project, are hereby approved; and

Section 2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid, and to delay the dates of advertisement or bid opening as needed to correct any minor errors or omissions in the plans and specifications:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, June, 26 2018, at which time they will be publicly received and read aloud, for the project known as:

**DEL-TR 99-1.79
Piatt Road Extension Project**

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices"

The Owner requires that all work associated with the project be completed before July 31, 2019. The estimated commencement of work date is July 16, 2018.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates: June 8, 2018

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

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RESOLUTION NO. 18-647

IN THE MATTER OF ACCEPTING AN EXPANDED EASEMENT FROM THE DEPARTMENT OF THE ARMY CORPS OF ENGINEERS FOR LACKEY OLD STATE ROAD:

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

**SUPPLEMENTAL AGREEMENT NO. ONE
TO
ALUM CREEK LAKE DELAWARE COUNTY, OHIO
CONTRACT NO. DACW69-2-78-0053**

THIS SUPPLEMENTAL AGREEMENT entered into by and between THE SECRETARY OF THE ARMY, (hereinafter referenced to as the Secretary), and DELAWARE COUNTY, OHIO, a political subdivision of the State of Ohio, (hereinafter referred to as the grantee).

WITNESSETH THAT:

WHEREAS, the grantee requires an additional 2.4 acre area of Tract Nos. 727, 723, and 501 FOR THE Lackey Old State Road (CR 10) road improvement project (Easement No. DACW69-2-89-0508) which also requires installation, improvement, and maintenance of sanitary gravity sewer, sanitary sewer force main, and private utility facilities; and;

WHEREAS, the Secretary and the grantee desire that the area of the original easement be expanded to include the above parcels,

NOW, THEREFORE, it is mutually agreed between the Secretary and the grantee that the said easement be and the same is hereby amended as follows:

That the attached Exhibits B-1, B-2, B-3, B-4, B-5 and B-6 be added to the said easement (copies available for review at the Commissioners' Office until no longer of administrative value.)

The designated amendment to said easement shall henceforth be considered a part of said easement as fully and completely as if the instrument were rewritten and the terms incorporated therein.

The said easement is hereby modified in the above particulars only and all other provisions and conditions thereof shall remain binding and in full force and effect.

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

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**NATALIE FRAVEL, DELAWARE COUNTY CLERK OF COURTS
KARLA HERRON, DELAWARE COUNTY BOARD OF ELECTIONS
JON MELVIN, DIRECTOR OF FACILITIES
DISCUSSION, PARKING CONCERNS, FRANK B. WILLIS BUILDING**

21

RESOLUTION NO. 18-648

9:45A.M. IN THE MATTER OF OPENING THE PUBLIC HEARING FOR PROPOSED ADOPTION OF CHANGES TO THE BUILDING CODE OF DELAWARE COUNTY:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing.

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

21 continued

RESOLUTION NO. 18-649

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR PROPOSED ADOPTION OF CHANGES TO THE BUILDING CODE OF DELAWARE COUNTY:

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It was moved by Mrs. Lewis, seconded by Mr. Benton to close the hearing.

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

22

RESOLUTION NO. 18-650

IN THE MATTER OF ADOPTING AMENDMENTS TO THE BUILDING CODE OF DELAWARE COUNTY:

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

WHEREAS, the Building Code of Delaware County was originally adopted October, 1964, and most recently amended January, 2011; and

WHEREAS, by virtue of Ohio Revised Code 307.37, the Board of Commissioners is authorized and empowered to adopt regulations pertaining to the erection, construction, repair, alteration and maintenance of all buildings within the unincorporated portion of the County and any other jurisdiction under contract with the County; and

WHEREAS, this Board has determined to adopt such regulations; and

WHEREAS, the County has provided public notice to its citizens that the regulations have been made available for public review; and

WHEREAS, two public hearings were advertised and held for public input on May 31, 2018, and June, 4, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby adopts the following version of the Building Code of Delaware County with an effective date of July 5, 2018:

TITLE I

GENERAL PROVISIONS

DC 100 TITLE

1. This Code shall be designated and known as THE BUILDING CODE OF DELAWARE COUNTY, OHIO. The Ohio Building Code (OBC) and The Residential Code of Ohio (RCO), as adopted by the State of Ohio are incorporated by reference herein and made part of this code.

TITLE II

ADMINISTRATION OF BUILDING CODE

DC 200 UNSAFE BUILDINGS TO BE REMOVED OR REPAIRED

1. The construction, use or occupation of any building or structure declared to be a public nuisance under the authority of R.C. 3781.031 or 3781.06 through 3781.18 may be enjoined in a proceeding instituted in the name of the Building Official, in compliance with ORC 3781.03.

DC 201 VACATING UNSAFE BUILDINGS AND CLOSING STREETS

1. When the Building Official is of the opinion that a building or structure is in an unsafe condition so that life is endangered thereby, he may order and require the occupants to vacate said building or structure forthwith.

2. The Building Official shall cause to be posted at each entrance to such building, a notice to read as follows: "THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL". Such notice shall remain posted until the required repairs are made or until the building or structure is razed. It shall be unlawful for any person other than an employee of Delaware County Code Compliance, properly authorized to do so, to remove or cause to be removed said notice without written permission from the Building Official. The Building Official shall also provide written notice to the owner indicating the order, the reasons for the order and the conditions under which the occupancy will be permitted to resume.

3. It shall be unlawful for any person, other than those authorized by law, to enter a building or structure which has been posted as unsafe, for the use or occupancy by the Building Official, except for the purpose of making the required repairs or of demolishing said building or structure.

4. The Building Official may, when necessary for public safety, temporarily close sidewalks, streets, buildings, structures and places adjacent to such building or structure, and prohibit the same from being used.

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Notice of any temporarily closing of streets, roads or buildings shall be sent to all persons involved and to all the proper officials; excepting however, that in case of an emergency such notice may be waived.

5. If the person served with a notice or order to remove or repair an unsafe building or structure shall fail, within the time stated in the said notice or order, to comply with the requirements thereof, the County Prosecuting Attorney shall be advised of all facts in the case and shall, if the Prosecuting Attorney deems appropriate, institute an appropriate action in the courts to compel compliance.

DC 202 EMERGENCY WORK

1. Structures or existing equipment that are unsafe or unsanitary due to inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard or are otherwise dangerous to human life, shall be deemed a serious hazard. Where a building is found to be a serious hazard, such hazard shall be eliminated or the building shall be vacated and where such building, when vacated, remains a serious hazard, it shall be razed.

2. Where the Building Official finds that a building is a serious hazard and the owner of such building fails, in the time specified in a written notice from the building official, to eliminate such hazard, or to vacate or raze the building, the building official shall proceed under section 3781.15 of the Revised Code.

TITLE III

PLANS AND SPECIFICATIONS

DC 300 IMPERFECT PLANS AND SPECIFICATIONS

1. If the matter mentioned in any application for a permit or in the plans and specifications accompanying and illustrating the same, indicates to the Building Official that the work to be done is not clearly or specifically defined, or is imperfect, or is not in all respects in accordance with the provisions of this Code, the Building Official shall set forth such matters in writing to the applicant and shall refuse to issue a permit until such application and plans and specifications shall have been made to conform in every respect with the requirements thereof. All plans not properly dimensioned shall be deemed incomplete.

DC 301 PREFABRICATED CONSTRUCTION

1. A certificate of approval by an approved agency shall be furnished with all prefabricated assembly, except where all elements of the assembly are readily accessible to inspection at the site. Placement of prefabricated assemblies at the building site shall be inspected by the Building Official to determine compliance with this Code, and a final inspection shall be provided after the building is completed and prior to its occupancy.

TITLE IV

PERMITS AND INSPECTIONS

DC 400 BUILDING PERMIT

1. Permit required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move or change the occupancy of a building or structure, or portion thereof, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, plumbing system, other building service equipment or piping system the installation of which is regulated by the Ohio Building Code (OBC) and The Residential Code of Ohio (RCO), or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

2. Validity of permits:

A.) Permits shall be invalid if construction, erection, alteration or other work has not commenced within twelve months of the issuance date of the permit.

One extension shall be granted for an additional twelve-month period if requested by the owner at least ten days in advance of the expiration of the permit and upon payment of any required fee(s).

B.) Permits shall be invalid, if during the course of construction, work is delayed or suspended for more than 6 months (delayed or suspended means that no required inspections were performed within a 6 month period).

Two extensions shall be granted for six months each if requested by the owner at least ten days in advance of the expiration of the permit and upon payment of any required fee(s).

3. In addition to the application, plans and specifications, a copy of the certified address certificate, a driveway permit, a zoning certificate, drainage erosion & sedimentation control permit (DESC) (if applicable),

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Soil and Water Drainage permit (if applicable), a copy of the zoning permit and a copy of the septic permit (if applicable) are also required at time of application submittal

4. Voided building permits shall be subject to a fee (see appropriate schedule).

DC 401 DRAINAGE REVIEW REQUIRED

No building permit application shall be accepted and no building permit shall be issued until a review of the specific effects of the proposed new construction on existing surface and subsurface drainage has been completed by the Board of Delaware County Commissioners and/or anyone they appoint for the purpose of conducting such reviews. Specifically, the Delaware Soil and Water Conservation District [DSWCD] has been appointed by the Board of Delaware County Commissioners to conduct the inspections required for these reviews and to make evaluations about what, if any, alterations are necessary to prevent or correct any adverse effects that a proposed new construction may have on existing surface or subsurface drainage.

These regulations have been adopted pursuant to authority granted by Section 307.37 of the Ohio Revised Code.

Relevant plans and other documents submitted under these regulations may be prepared and submitted by a person registered under Chapter 4703 or 4733 of the Ohio Revised Code, provided that the person is authorized to prepare the plans and other documents pursuant to the person's registration.

The review process described in these regulations shall not apply to any property that has been approved by the county platting authority under section 711.05, 711.09, 711.10, or 711.131 of the Ohio Revised Code.

1. **PROCEDURE:**

A. Unless exempted as provided above, an applicant for a building permit in Delaware County shall submit an application, known as a Drainage Protection Review Application, for review of the specific effects of the proposed new construction on existing surface or subsurface drainage. Such application shall be requested from the DSWCD.

B. No later than five (5) days after the Drainage Protection Review Application is filed, a meeting with the applicant shall be scheduled by the DSWCD. The meeting shall be held within thirty (30) days after the date on which a Drainage Protection Review Application is filed, unless the applicant agrees in writing to extend that time period or to postpone the meeting to another date, time, or place. The meeting shall be for the purpose of examining the proposed new construction for effects on existing surface and/or subsurface drainage.

C. Written notice of the date, time, and place of the meeting with the applicant, shall be sent by regular mail to the applicant at least seven (7) days before the scheduled meeting date.

D. The review shall be completed no later than thirty (30) days after the date the Drainage Protection Review Application was filed, unless the applicant agrees in writing to extend that time period or to postpone the meeting to another date, time, or place, in which case the review shall be completed not later than two (2) days after the date of the meeting.

E. Upon completion of the review, the applicant will be provided a written report of the review, to be mailed or hand-delivered to the applicant within two (2) working days of the meeting, but no more than thirty (30) days after a Drainage Protection Review Application is filed. The written report shall indicate either the proposed new construction will have no adverse effects on existing surface and/or subsurface drainage or shall include the issuance of any order of the Board of Delaware County Commissioners regarding necessary reasonable drainage mitigation and necessary reasonable alterations to the proposed new construction to prevent or correct any adverse effects on existing surface and/or subsurface drainage.

F. All necessary drainage mitigation and/or alterations shall be agreed upon in writing, signed by the applicant and presented to the DSWCD for acknowledgement and approval prior to receiving a building permit. All necessary drainage mitigation and/or alterations must be completed as outlined in the order of the Board of Delaware County Commissioners. This agreement signed by the applicant must be presented to Delaware County Code Compliance in order to apply for a building permit. Under no circumstances shall Delaware County Code Compliance issue an occupancy certificate until all drainage mitigation and/or alterations have been satisfactorily completed per the order.

G. If the review is not completed within thirty (30) days after the date upon which the Drainage Protection Review Application was filed or an extended or postponed period that the applicant has agreed to, the proposed new construction shall be deemed to have no adverse effects on existing surface and/or subsurface drainage, and those effects shall not be a valid basis for the denial of a building permit.

H. A written statement shall be provided to the applicant at the meeting or in an order for alterations to a proposed new construction, informing the applicant of the right to seek appellate review of the denial of a building permit under these regulations by filing a petition in accordance with Chapter 2506 of the Ohio Revised Code.

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2. NOTICE OF INSPECTION:

It shall be the responsibility of the applicant for Drainage Protection Review to notify the DSWCD official when surface or subsurface drainage mitigation or alteration work is ready for inspection as outlined in the written report of the review. Such notice shall be given within a reasonable time within which such inspection is desired but in no event shall it be less than 24 hours of the desired inspection time. Inspections will not be performed on a Saturday, Sunday, or legal holiday, as legal holiday is defined in Section 1.14 of the Ohio Revised Code. It shall be the responsibility of the applicant for Drainage Protection Review to provide adequate access to all areas for inspection and to provide protection for areas subject to damage or disturbance while the inspector is performing an inspection.

3. ACTION ON NOTICE:

Upon receipt of notice from the applicant for Drainage Protection Review that the surface or subsurface drainage mitigation or alteration work is ready for inspection, the DSWCD official shall inspect or cause to be inspected such work as soon as reasonably practicable. Inspections will not be performed on a Saturday, Sunday, or legal holiday, as legal holiday is defined in Section 1.14 of the Ohio Revised Code. Failure of the DSWCD official to make a prompt inspection shall not be deemed justification for covering or burying work without inspection where such work is required, under the terms of the written report of the review and/or order, to be inspected before being covered or buried. After inspection, the DSWCD official shall issue a written report of the inspection, to be mailed or hand-delivered to the applicant within two (2) working days after the inspection. The written report shall indicate that after inspection of the work performed either, compliance with the order of the Board of Delaware County Commissioners has been achieved and the proposed new construction will no longer cause any adverse effects on existing surface and/or subsurface drainage or shall it shall indicate that compliance has not been achieved and to achieve compliance additional work must be done pursuant to the order of the Board of Delaware County Commissioners and further inspection for compliance is required.

4. DISCOVERY OF UNIDENTIFIED SUBSURFACE DRAINS:

It shall be the responsibility of the applicant for Drainage Protection Review to notify the DSWCD official upon the discovery of subsurface drainage tile not identified within the written report of the review. When subsurface drainage tile not identified within the written report of the review is discovered, the DSWCD official shall schedule an inspection as soon as reasonably practical. Inspections will not be performed on a Saturday, Sunday, or legal holiday, as legal holiday is defined in Section 1.14 of the Ohio Revised Code. Additional mitigation and/or alterations as a result of the newly discovered drainage tile may be necessary at the permit holder's expense; however, no additional inspection fee shall be charged.

5. COVERING OR BURYING WORK:

It shall be a violation of these regulations to cover or bury, prior to inspection, any work required to be inspected under the provisions of the written report of the review or any supplemental reports to such written report of the review. The applicant for Drainage Protection Review shall be required to uncover any such work for inspection, and the cost of uncovering such work and of replacing the cover after the work has been inspected and found satisfactory shall be borne by the applicant.

6. FEES

A. At the time of the adoption of these drainage review regulations, the Board of Delaware County Commissioners shall establish a fee schedule. These fees will be effective immediately and may be amended at the Delaware Board of County Commissioner's annual organizational meeting.

B. Fees shall be collected along with building permit fees by Delaware County Code Compliance.

C. Fees shall have a three-tiered organization:

- Application Fee - initial charge for all Drainage Protection Review applications.
- Inspection Fee - charge for all sites requiring drainage alterations or mitigation.
- Re-inspection Fee - charge for repeated inspections of a specific drainage alteration or mitigation practice due to failure of installer to complete the work satisfactorily.

D. All fees must be paid in full prior to the issuance of an occupancy certificate.

7. PENALTIES

Whenever the Soil and Water Conservation District Official or any other officer charged with the enforcement of this Code is satisfied that any provision he is charged to enforce has been violated or is about to be violated in any respect, or that any order or direction made in pursuance of the enforcement of this Code has not been complied with, or is being disregarded, and whenever he is satisfied that civil proceedings are necessary for the enforcement of this Code to restrain or correct the violation thereof, he shall apply to the County or Municipal Prosecuting Attorney, who is hereby authorized to institute civil proceedings. Such civil proceedings shall be brought in the name of the County or Municipality, provided however, that nothing in this Section and no action taken there under, shall be held to exclude such criminal proceedings as may be authorized by the Ohio Revised Code, or any of the laws or resolutions in force in the County or Municipality or to exempt any one violating these regulations or any part of said laws from any penalty which may be incurred.

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Pursuant to Section 307.99(C) of the Ohio Revised Code, whoever violates Section 307.37 of the Ohio Revised Code shall be fined not more than three hundred dollars per offense. Each day during which an illegal location, erection, construction, flood proofing, repair, alteration, development, redevelopment, or maintenance continues may be considered a separate offense.

DC 402 MOVING PERMIT

1. When someone desires to move any building, they shall apply to the Building Official for a permit.
2. Before the above permit is issued, the Building Official shall cause such building to be inspected.
3. If it is found that the said building is structurally stable, a permit shall be issued.
4. The Building Official may revoke the permit of anyone not complying with the provisions thereof.
5. Moving of all buildings shall comply with all requirements of the county and/or municipal engineering department or township having jurisdiction.

DC 403 DEMOLITION PERMIT

1. A demolition permit may be required for demolition or wrecking of any building. When someone shall desire to demolish a building they shall inquire with the Building Official for the necessity of a permit. The said building shall be completely removed from the site, all utilities shall be properly disconnected or removed and any open excavation shall be properly backfilled. All debris, waste, and similar shall be disposed of according to the applicable regulations.

DC 404 SEWER PERMIT REQUIRED

1. If improvements include sewer work and a connection to a public sewer system is to be made, a sewer permit must be obtained from the Sanitary Engineer for the jurisdiction and all work performed in accordance with regulations of the Sanitary Engineer. All fees must be paid prior to final occupancy.
2. In all other locations or non-sewer areas, all private sewage systems shall be installed in accordance with regulations of the Delaware County General Health District or appropriate regulatory agency.

DC 405 PLUMBING PERMIT REQUIRED

1. No person, firm or corporation shall install plumbing work in any building within the limits of Delaware County without first notifying the Delaware General Health District and securing all necessary permits and inspections.

DC 406 FAILURE TO OBTAIN PERMIT

1. Upon receipt of information that a building or structure is being (or has been) constructed without the necessary permits, the Building Official shall make or cause an inspection. If verified, the Building Official shall serve the owner with a written notice informing them of the violation and that all work shall be stopped. The owner shall be directed to obtain the necessary permits prior to the continuance of construction. If the person served with the notice fails to comply with the requirements thereof, the County Prosecuting Attorney shall be advised and shall, if the Prosecuting Attorney deems appropriate, institute the appropriate actions to compel compliance.

DC 407 FEES

1. At the time of the adoption of this building code, the Board of County Commissioners shall establish a fee schedule. These fees will be effective immediately and may be amended by the Board of County Commissioners. It shall be the responsibility of Delaware County Code Compliance to collect fees.
2. Fees shall be doubled for work that is started without the required permits as established by this code.
3. Re-inspection fees shall be collected prior to any further inspections, unless approved by the Building Official.

DC 408 JOB SITE SAFETY

1. Delaware County requires that all Federal and State safety requirements be met in order for an inspection to occur ... (see Occupational Safety and Health Administration CFR 1926 safety standards for construction, and Ohio Administrative Code Chapter 4121:1-3).

DC 409 SITE IDENTIFICATION AND ACCESS

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1. The address shall at all times be properly posted and easily read from the public street/road. Access to and means for inspection of such work shall be provided to the site for all required inspections.

DC 410 TRASH CONTAINMENT

1. All trash, debris, discarded material, rags, lumber, building materials and other garbage, refuse or junk shall be contained in a location and/or appropriate container.

DC 411 REVOCATION OF PERMITS

1. The owner shall be required to effectively protect against any dangerous or unsanitary conditions that may exist on the premises.
2. When the work for which a permit was issued is not being performed in conformity with the detailed statement or plans upon which such permit was issued, or is in violation of any provisions of this Code, it shall be the duty of the Building Official to notify the owner or his/hers agent in writing, by posting a notice on the building for which the permit is issued, that the work is being constructed in violation of the permit and that such work shall be made to conform to the detailed statement or plans upon which a permit therefore was issued. If the owner or owners, or agent, fail to comply with said notice on the posting thereof, it shall be the further duty of the Building Official to revoke said permit. Written notice of such revocation, signed by the Building Official, shall be immediately served on the owner or his/her/its agent or shall be posted on the premises, and it shall be unlawful for any other person to perform any work in or about said structure, residential building or premises, after revocation of the permit and the posting of notice thereof. Service of written notice of permit revocation shall immediately result in the revocation of the permit, which shall then be rendered null and void.
3. Revocation of a permit in accordance with the above shall be entered upon the records of permits maintained by the Building Official.

DC 412 HOME OWNER'S EXEMPTION

1. No provision of this Code shall be interpreted to require that a bona fide owner and occupant of a dwelling must be licensed or certified in order to personally perform work upon the said premises occupied or to be occupied by said owner thereof as such owner's established residence. The said owner, however, shall obtain the required permit before commencing upon said work.

TITLE V

PENALTIES

DC 500 APPEALS

1. The Building Official shall determine all questions arising under this Code and the laws and regulations in force in the County or Municipality relating to the same subject matter.
2. In case of dissatisfaction with any decision (except in respect to insecure and unsafe buildings and premises requiring immediate action) the question in dispute shall be referred to the Board of Building Appeals.

DC 501 THE RESIDENTIAL BOARD OF BUILDING APPEALS

1. APPOINTMENT OF THE BOARD.

The governing body shall provide for the organization and maintenance of a Board of Building Appeals for one, two and three family structures. Said Board of Building Appeals shall consist of five citizens of the unincorporated portions of the County, or contracted municipality, appointed by the Board of County Commissioners. The terms of all members shall be five (5) years and so arranged that the term of one (1) member will expire each year. Each member shall serve until his successor is appointed. Of the said appointed members all of whom shall have recognized ability, broad training, and experience in problems and practice incidental to the construction and equipment of buildings and structures, one should be a registered Architect, one a registered Engineer, one a Contractor, one a Real Estate person and one a representative of the public at large. No member shall act on any matter in which he has financial interest. In the event of a vacancy on the Board, the governing body shall appoint a new member who should have the same qualifications as the member whom he shall replace and who shall serve the balance of the unexpired term of said member.

2. ORGANIZATION OF THE BOARD

The Board shall organize by electing a Chairman and Vice-Chairman, who shall serve for a period of one year. The Building Official or his/her representative shall appoint a Secretary who shall attend all meetings of the Board and shall provide such information, services and assistance as it may require.

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A quorum shall consist of three members, and no official meeting shall be held unless a quorum is present at roll call. The affirmative vote of the majority of the members present at a meeting shall be necessary to pass any resolution or make any decision.

3. RULES AND PROCEDURE

The Board shall adopt rules and regulations of procedure, which it may, from time to time, change at its discretion, provided however, that no rule or regulation shall be in conflict with any provision of the foregoing section entitled "Organization of the Board".

Said rules and regulations shall fix time and place of regular meetings and shall provide for special meetings, for appeal procedure and for such other matters as are pertinent to the operation of the Board.

Complete minutes shall be kept of every meeting, setting forth all business transacted and decisions made. The minutes of each meeting shall contain the reasons for any decision made. All minutes shall be signed by the secretary. A copy of the minutes shall be sent to the Building Official and to every appellant who has an interest therein.

4. POWERS AND DUTIES OF THE BOARD

For the purpose of carrying out the intent and purpose of this Code, the Board shall have the following powers and perform the following duties:

A. To hear an appeal filed by any person or company adversely affected by a decision of the Building Official in the enforcement of this Code, and to determine whether decision of said Building Official should be reversed, modified or affirmed, and said Board shall have the power and authority to require by resolution that the Building Official modify, reverse or enforce his/her or its decision.

B. To formulate and report to the governing body from time to time, recommendations for action by them upon such amendments to the Code as the public health, safety and the general welfare may require.

5. VARIANCES

A. Variance from the provisions of this Code may be granted when it will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the Code will result in unnecessary hardship.

6. TIME AND NOTICE OF APPEAL

A. An appeal from any decision of the Building Official may be taken within thirty (30) days from the date of the decision from which the appeal is taken by paying the required fee and filing with the Building Official and with the Board a notice of appeal, specifying the grounds therefore. The Building Official shall forthwith transmit to the Board papers upon which the action appealed was taken.

7. APPEALS/VARIANCES

A. An appeal/variance requested under this code shall be made on the proper form provided by the Building Official and shall be accompanied by the filing of the fee listed in the latest fee schedule.

B. In the event that the relief sought in an appeal is granted, the fee shall be returned.

TITLE VI

CONSTRUCTION – RESIDENTIAL AND NON-RESIDENTIAL CODES AS MODIFIED

DC 600 DELAWARE COUNTY BUILDING CODES

1. All design, construction, prefabrication, equipment or appliance installation, quality of materials, use and occupancy location and repair of 1, 2 & 3 family dwellings shall be in accordance with the provisions of the latest adopted edition of the "Residential Code Of Ohio" (RCO) and all other structures in accordance with the provisions of the latest edition of the "Ohio Building Code" (OBC).

DC 601 AMENDMENTS TO RESIDENTIAL CODE

1. R 112.2 Limitations on authority. Application for appeal shall be based on a claim that the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall only have authority to waive requirements of this code based upon section DC 501.5.

2. Table Number R301.2(1) Climatic and Geographic Design Criteria

Roof Snow Load:	20 lbs. per square feet
Wind Speed	Prescriptive within the OBC and RCO
Topographic Effects	No

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Seismic Design Category	A
Weathering:	Severe
Frost Line Depth:	36 inches (Includes OBC.)
Termite:	Moderate to heavy
Decay:	Slight to moderate
Winter Design Temp:	0-10 degrees F
Ice Shield Underlayment Required	Yes
Flood Hazards	A. 7/16/1979 B. 4/16/2009 C. 4/16/2009
Air Freezing Index	1396 degree F days
Mean Annual Temperature	50.1 degrees F

3. Chapter 25

Plumbing shall be approved by the Delaware County General Health District as regulated by the Ohio Plumbing Code.

4. 2018 IRC APPENDIX I

Sewers and private or individual sewage disposal systems shall be regulated by the proper county authority.

DC 602 PRIVATE RESIDENTIAL SWIMMING POOLS, SPAS AND HOT TUBS

1. 2018 ISPPSC
(Excluding Portable Inflatable Onground Pools)
2. Latest edition of the National Electrical Code (NEC) Article 680, as adopted by the State of Ohio.
3. The contractor and/or owner shall provide and maintain an adequate enclosure sufficient to make it inaccessible by unauthorized persons. The enclosure shall be erected and maintained as soon as the pool is capable of holding water.

DC 603 PATIO COVERS

1. 2018 IRC APPENDIX H

TITLE VII

PENALTY FOR VIOLATION OF THE BUILDING CODE OF
DELAWARE COUNTY, OHIO

DC 700 SEVERABILITY

1. Each Section of this Code and every part thereof is hereby declared to be an independent Section and part. Any holding of a Section or part thereof to be void or ineffective for any cause shall not be deemed to affect any other Section or part thereof.

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

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ADMINISTRATOR REPORTS

Dawn Huston
-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
-No reports

Commissioner Benton

- Attended the ribbon cutting ceremony for the new DelCo Water Pump Station located off of Home Road near the Scioto River Bridge. The cost was \$7million. The plan is to use the station as an emergency station but will eventually need it as a regular source of water.
- Tomorrow the Strand Theatre will have a dedication for the renovated balcony.
- Sheriff Martin will be honored with a Vocational Service Award by the Olentangy Rotary.
- DHL has announced plans to relocate their North and South America offices to the Westar (Westerville) area. The Finance Authority will be helping them by providing a sales tax exemption.
- On the Sports front: The Memorial Golf Tournament wrapped up yesterday. Bryson DeChambeau was the winner. Florida State and Washington have moved onto in the NCAA women's softball brackets.

Commissioner Merrell

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- Will be attending the Strand Theatre's balcony dedication tomorrow at 5:00 PM
- Attended a gathering at Muirfield put on by CBS Sport Crew. Very entertaining event. Arrived a little early and was able to watch Tiger Woods at the 18th hole.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners