

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 19, 2018**

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

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

1
RESOLUTION NO. 18-1274

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 15, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 15, 2018; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT
Jon Bennehoof, Mayor of Powell: creation of an EMS Blue Ribbon Task Force
Karl Gebhardt, Genoa Township Trustee: supporting an EMS Blue Ribbon Task Force

19
RESOLUTION NO. 18-1275

IN THE MATTER OF APPROVING AN ADVANCE OF FUNDS FOR JUVENILE COURT:

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

Advance of Funds			
From	To		
10011102-8500	27426314-8400		25,000.00
Commissioners General/Advance Out	Crime Victims CASA/Advance In		

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

4
RESOLUTION NO. 18-1276

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1116 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1116:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1116, Procurement Card Payments in batch number PCAPR1116 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1800604 Security Trident	Security	10011102-5301	\$44,000.00
PR Number	Vendor Name	Line Description	Account Amount
R1805399	EASTWAY CORPORATION	RESIDENTIAL CARE START DATE 11 16 18	22511607 - 5342 \$11,000.00
R1805400	COMMUNITY TEACHING HOMES INC	RESIDENTIAL CARE START DATE 11 01 18	22511607 - 5342 \$16,000.00

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R1805401	NATIONAL YOUTH ADVOCATE PROGRAM	RESIDENTIAL CARE START DATE 11 1 18	22511607 - 5342	\$17,000.00
R1805402	SAFE HOUSE MINISTRIES INC	RESIDENTIAL CARE START DATE 11 1 18	22511607 - 5342	\$14,000.00
R1805568	BLUES AUTO SERVICE INC	REPAIR 14 EXPLORER	60111901 - 5370	\$ 8,946.08
R1805737	NICKOLAS M SAVKO & SONS INC	SCIOTO CHASE BLVD	66611905 - 5428	\$ 7,121.00

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

S

RESOLUTION NO. 18-1277

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(I) of the Revised Code, if the Board determines that county personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the Board may discard or salvage that property; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated under this division is, in the opinion of the Board, two thousand five hundred dollars or less, the Board may sell the property by private sale, without advertisement or public notification; and

WHEREAS, the Delaware County Engineer has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
5653	2005 Chevrolet 1500 Silverado	1GCEK14V252189975
ENG0613	2007 GMC Canyon	1GTDT19E378132086
ENG0606	2006 Dodge Ram 1500	1D7HU16N861202349
ENG0611	2007 GMC Canyon	1GTDT19E278151950
ENG0607	2006 Dodge Ram 1500	1D7HU16N66J202351
4810310083	1991 International 4600	1HTSAZPN2MH352020
000929	1982 Gormann Rupp Water Pump	752913
4901210036	1093 TSC Water Pump	3201K10-C82
003108	1999 Gormann Rupp Water Pump	1149125
ENG1209	2012 Solar Tech Sign Board	4GM2M1511C1411341
000481	1986 Woods Mower R105	4224
0105129802	1998 Woods Mower R105	635495
000947	1988 Woods Mower R105	4366
901M	2006 Alamo Flail Axe Mower Head	01312
4810310096	1996 International 4900	1HTSDAA3TH288681
4810310094	1996 International 4900	2HTSDAAN8TH288682
0202280012	2000 International 4900	1HTSDAAN4YH240294
5648	2004 HTC Berm Box 1200	8008216113
3308300031	1985 Gladhill 10' Plow	56147
3808300048	1985 Gladhill Salt Spreader	2207
3808300051	1985 Gladhill Salt Spreader	2211
3808300052	1985 Gladhill Salt Spreader	2210
3808300054	1985 Gladhill Salt Spreader	1301
3808000058	1985 Gladhill Salt Spreader	0
3808300059	1985 Gladhill Salt Spreader	0
002573	1998 Anthony Power Liftgate	0
001376	1989 Fuel Pump	DA042733
001377	1989 Fuel Pump	DA045203
0208170005	2000 Flink Salt Spinner	2053

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0208170006	2000 Flink Salt Spinner	2052
5465	2003 Snow Equipment Brine Maker	
5408	2003 Moon Paver Berm Builder	
5649	2004 HTC Leving Assembly	
ENG0706	2007 HTC 1200 Berm Box	BG0739116
002190	1982 Compactor Asphalt	1352353
3308290170	Ice Maker	
005407	2003 HTC 1200 Berm Box	BC03944127
ENG1422	2014 Sitrix DM7 Disc Mower	251660

(hereinafter collectively referred to as the "Property").

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that any of the Property that is not sold by internet auction within a reasonable period of time has no value and may be discarded or salvaged.

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

**6
RESOLUTION NO. 18-1278**

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A DUMP TRUCK FOR THE COUNTY ENGINEER'S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the "Board") may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles or other conveyances and maintain them for the use of the county engineer and the county engineer's assistants when on official business; and

WHEREAS, the County Engineer's Office has a need for an additional dump truck for use in performing the office's official duties; and

WHEREAS, the Board participates in the Ohio Department of Transportation (ODOT) cooperative purchasing program; and

WHEREAS, the dump truck is available for purchase via the ODOT cooperative purchasing program;

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

Section 1. The Board hereby authorizes the purchase of one 2017 Volvo Dump Truck, Model VHD64F200, at the total price of \$199,000.00 from Fremont White Volvo.

Section 2. The purchase authorized in Section 2 hereof shall be subject to ODOT ITB # 023-19 in the ODOT cooperative purchasing program, which is fully incorporated herein and of which the purchase order shall be made a part.

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

**7
RESOLUTION NO. 18-1279**

IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO CHESHIRE ROAD OVER THE CSX/NS RAILROAD CROSSING, AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CARPENTER MARTY TRANSPORTATION, INC. FOR THE PROJECT KNOWN AS DEL-CR72-01.80, CHESHIRE ROAD GRADE SEPARATION:

It was moved by Mrs. Lewis, seconded by Mr. Benton 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

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WHEREAS, the County Engineer has determined that the construction of a railroad grade separation over the CSX/NS railroad crossing on Cheshire Road is required for safety and capacity improvement in the area; and

WHEREAS, Section 305.15 of the Revised Code provides that a board of county commissioners may enter into contracts with any person, firm, partnership, association or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer requests the assistance of a consulting engineer for the purpose of preparing surveys, plans, profiles, cross sections, estimates and specifications for said improvements and has selected Carpenter Marty Transportation, Inc. of Columbus, Ohio through a qualifications-based selection process conforming to Section 153.69 of the Revised Code;

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

Section 1: The public convenience and welfare require the construction of a railroad grade separation on Cheshire Road over the CSX/NS railroad for safety and capacity improvement in the area, and that the improvement known as DEL-CR 72-01.80, Cheshire Road Grade Separation be initiated for such purpose; and

Section 2: The following contract is approved:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of November, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Carpenter Marty Transportation, Inc., 6612 Singletree Drive, Columbus, Ohio 43229 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”: DEL-CR 72-01.80, Cheshire Road Grade Separation.
- 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, by this reference made part of this Agreement:
Scope of Services and Price Proposal dated November 2, 2018

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the “Project Manager” and agent of the County for this Agreement.
- 2.2 The Project Manager 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 Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all services described in the Scope of Services and Price Proposal, except “If Authorized” tasks, the lump sum fee shall be \$462,957.47, which amount shall not be exceeded without subsequent modification.

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

5 NOTICES

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

Project Manager:

Name: Delaware County Engineer
Attn: Ryan J. Mraz

Address: 50 Channing Street, Delaware, OH 43015

Telephone: (740) 833-2425

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Kevin P. Carpenter, P.E., P.S.

Address of Firm: 6612 Singletree Drive

City, State, Zip: Columbus, OH 43229

Telephone: 614-656-2424

Email: kcarpenter@cmtran.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 Project Manager and on the calculated percentage of work 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 OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") by the Project Manager and shall complete the Services no later than December 31, 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 Project Manager 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

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- 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 shall be approved by both parties.

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.

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 services hereunder. 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.

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14 MISCELLANEOUS TERMS AND CONDITIONS

- 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.

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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 Services to which the Agreement relates.

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

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

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

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

**8
RESOLUTION NO. 18-1280**

IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:

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

Weight Limit Reductions

Whereas, the Ohio Revised Code, **Section 5577.07**, provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic; and

Whereas, the County Engineer recommends and requests that the Board reduce the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with **Section 5577.07** of the Ohio Revised Code, based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles;

Now, Therefore, Be It Resolved that the Board of Commissioners hereby reduces the load limits on the below listed Township Roads by 40 percent of the legal limit in accordance with Section 5577.07 of the Ohio Revised Code, based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles:

2019 POSTED ROADS

COUNTY/TWP ROAD	#	ROAD NAME	BEGIN LIMIT
TOWNSHIP	33	ALEXANDER	
TOWNSHIP	107	BALE KENYON	
TOWNSHIP	66	BEACOM	
TOWNSHIP	140	BEAN OLLER	
TOWNSHIP	92	BRAUMILLER	
TOWNSHIP	141	BUNTY STATION	
TOWNSHIP	165	BURNT POND	US 36
TOWNSHIP	193	BUTTERMILK HILL	
TOWNSHIP	152	CALHOUN	
TOWNSHIP	166	CARR	
TOWNSHIP	334	CARRIAGE	
TOWNSHIP	63	CHAMBERS	
TOWNSHIP	129	CONCORD	HARRIOTT
TOWNSHIP	132	COOK	
TOWNSHIP	167	DEGOOD	
TOWNSHIP	35	DOMIGAN	
TOWNSHIP	135	DUFFY	
TOWNSHIP	55	EAST LIBERTY NORTH	

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TOWNSHIP	142	FORD	
TOWNSHIP	164	FONTANELLE	
TOWNSHIP	143	FRESHWATER	
TOWNSHIP	262	FRY	
TOWNSHIP	33	GOLF COURSE	
TOWNSHIP	174	HODGES	
TOWNSHIP	171	HOUSEMAN	
TOWNSHIP	216	HUDSON	
TOWNSHIP	156	JACKTOWN	
TOWNSHIP	127	JEWETT	
TOWNSHIP	73	JOE WALKER	
TOWNSHIP	60	JUSTAMERE	
TOWNSHIP	61	LANE	
TOWNSHIP	155	LARCOMB	
TOWNSHIP	133	MERCHANT	
TOWNSHIP	59	MOODY	
TOWNSHIP	160	NEWHOUSE	
TOWNSHIP	256	OLMSTEAD	
TOWNSHIP	114	ORANGE, W	SR 315
TOWNSHIP	142	OWEN FRALEY	
TOWNSHIP	50	PATRICK	TRENTON TWP
TOWNSHIP	56	PEERLESS	
TOWNSHIP	196	PENRY	
TOWNSHIP	54	PLANTATION	
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG
TOWNSHIP	12	PORTER CENTRAL	STATE ROUTE 656
TOWNSHIP	161	RUSSELL	
TOWNSHIP	122	RUTHERFORD	
TOWNSHIP	121	SELDOM SEEN	STATE ROUTE 257
TOWNSHIP	258	SHORTCUT	
TOWNSHIP	162	SMART	
TOWNSHIP	168	SLOCUM	
TOWNSHIP	125	STEITZ	RUTHERFORD
TOWNSHIP	156	STOVER	
TOWNSHIP	58	TRIMMER	
TOWNSHIP	57	ULERY	SR 656
TOWNSHIP	173	WARREN	
TOWNSHIP	56	WILSON	CARTERS CORNER

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

9
RESOLUTION NO. 18-1281

IN THE MATTER OF APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE, AN AFFIDAVIT OF FACTS RELATING TO TITLE TO RELEASE AND VACATE A TEMPORARY DRAINAGE EASEMENT:

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

WHEREAS, on or about November 26, 2008, Lewis Center Investments, LLC, granted a temporary drainage easement to the Delaware County Commissioners, recorded on December 2, 2008, in Volume 873, Page 1387 of the Official Records of the Delaware County Recorder; and

WHEREAS, the temporary drainage easement states that it “shall be considered released and void upon approval and acceptance of a permanent easement for drainage purposes” and that “Grantee shall be required to certify the expiration of this temporary easement by recording an affidavit pursuant to ORC Sec. 5301.252 evidencing the foregoing”; and

WHEREAS, Lewis Center Investments, LLC, subsequently transferred the underlying property to Continental Olentangy Crossing, LLC, on or about August 9, 2016, and Continental Olentangy Crossing, LLC, granted a

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perpetual easement for drainage purposes to the Board of County Commissioners of Delaware County, Ohio on or about May 7, 2018, recorded in the Office of the Delaware County Recorder, Book 1569, Page 753; and

WHEREAS, the Delaware County Board of Commissioners desires to formally certify, pursuant to section 5301.252 of the Revised Code, that the condition has been met for termination of the temporary drainage easement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves, and authorizes the County Administrator to execute, the following Affidavit of Facts Relating to Title, and directs the Clerk to cause the Affidavit to be recorded in the Office of the Delaware County Recorder:

AFFIDAVIT OF FACTS RELATING TO TITLE

STATE OF OHIO :
 : SS.
COUNTY OF DELAWARE :

I, Michael A. Frommer ("Affiant"), after first being duly cautioned and sworn, state the following to be true, to the best of my knowledge:

- 1. Affiant is making this affidavit pursuant to section 5301.252 of the Revised Code.
- 2. Affiant is over the age of eighteen, is competent to testify, and is the duly-appointed and authorized County Administrator for Delaware County, Ohio.
- 3. On or about November 26, 2008, Lewis Center Investments, LLC, granted a temporary drainage easement to the Delaware County Commissioners, recorded on December 2, 2008, in Volume 873, Page 1387 of the Official Records of the Delaware County Recorder. (A description of the temporary drainage easement is attached hereto as Exhibit A.)
- 4. The temporary drainage easement states that it "shall be considered released and void upon approval and acceptance of a permanent easement for drainage purposes" and that "Grantee shall be required to certify the expiration of this temporary easement by recording an affidavit pursuant to ORC Sec. 5301.252 evidencing the foregoing."
- 5. Lewis Center Investments, LLC, subsequently transferred the underlying property to Continental Olentangy Crossing, LLC, on or about August 9, 2016, and Continental Olentangy Crossing, LLC, granted a perpetual easement for drainage purposes to the Board of County Commissioners of Delaware County, Ohio on or about May 7, 2018, recorded in the Office of the Delaware County Recorder, Book 1569, Page 753.
- 6. Based on the granting and recording of the perpetual easement for drainage purposes, Affiant, for and on behalf of the Delaware County Commissioners, hereby certifies that the temporary drainage easement recorded in Volume 873, Page 1387, of the Official Records of the Delaware County Recorder, has expired and is hereby fully released and vacated.

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

10
RESOLUTION NO. 18-1282

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY & SANDS, INC. FOR THE PROJECT KNOWN AS WORTHINGTON ROAD & FREEMAN ROAD INTERSECTION IMPROVEMENTS:

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

**Worthington Road & Freeman Road Intersection Improvements
Bid Opening of October 30, 2018**

Whereas, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Shelly & Sands, Inc., the low bidder for the project; and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Shelly & Sands, Inc. for the project known as Worthington Road & Freeman Road Intersection Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid to and approves the Contract with Shelly & Sands, Inc. for the project known as Worthington Road & Freeman Road Intersection Improvements:

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CONTRACT

THIS AGREEMENT is made this 19th day of November, 2018 by and between **Shelly & Sands, Inc., 1515 Harmon Road, Columbus, Ohio 43223**, 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 **"Worthington Road & Freeman Road Intersection Improvements"**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Seven Hundred Thirty-Eight Thousand Nine Hundred Forty-Four Dollars and Ninety-Eight Cents (\$738,944.98)**, 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.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

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RESOLUTION NO. 18-1283

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE, AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR 124-5.99, HOME ROAD AND SR 315 INTERSECTION:

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

Whereas, Resolution Number 13-1221 declared the necessity for the Improvement known as DEL-CR 124-5.99, Home Road and SR 315 Intersection; and

Whereas, the County Engineer has prepared plans, specifications and estimates for the Improvement; and

Whereas, the County Engineer has estimated the construction cost of the Improvement to be \$5,857,000;

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

Section 1: The plans, specifications and estimate for the project known as DEL-CR 124-5.99, Home Road and SR 315 Intersection 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:

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Public Notice
Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, December 18, 2018, at which time they will be publicly received and read aloud, for the project known as:

DEL-CR 124-5.99
Home Road and S.R. 315 Interesection

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 "Public Notices and Bids"

The Owner requires that all work associated with the project be completed before October 1, 2019. The estimated commencement of work date is January 15, 2019.

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

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

Delaware Gazette Advertisement Dates:
November 23, 2018

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

12
RESOLUTION NO. 18-1284

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE ROBERT WEILER COMPANY AND DELAWARE COUNTY REGARDING IMPROVEMENTS TO WILSON ROAD AND CONTRIBUTION TO IMPROVEMENTS AT GALENA ROAD AND US 36/SR37:

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

AGREEMENT BY AND BETWEEN
THE ROBERT WEILER COMPANY, AND DELAWARE COUNTY
REGARDING IMPROVEMENTS TO WILSON ROAD AND CONTRIBUTION TO
IMPROVEMENTS AT GALENA ROAD AND US 36/SR 37

This Agreement made effective November 19, 2018, by and between the Robert Weiler Company, 401 N. High Street, Suite 401, Columbus, Ohio 43215 (referred to as "Weiler" or "Developer" herein), and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County");

WITNESSETH:

WHEREAS, the Developer is undertaking development of certain parcels of land located in the vicinity of US Route 36/State Route 37, Wilson Road and Galena Road owned by NORTHSTAR COMMERCIAL DEVELOPMENT LLC and NORTHSTAR RESIDENTIAL DEVELOPMENT LLC, which are Ohio Limited Liability Companies, and/or other related companies for the purpose of developing a mixed-use commercial and residential development (hereinafter the "Development"); and

WHEREAS, in 2005, a Traffic Impact Study for the proposed Development was prepared identifying certain roadway improvements necessary for the Development; and

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WHEREAS, a Subdivider's Agreement by and between Weiler and the County was entered into on or about July 10, 2006 for the purpose of widening Wilson Road (County Road 56) west of Galena Road, extending from Station 38+56.03 to 64+27.20; and

WHEREAS, said Subdivider's Agreement required an irrevocable letter of credit or other approved financial warranty to insure faithful performance of the agreement and completion of all improvements by Weiler; and

WHEREAS, a Memorandum of Understanding (MOU) was executed on November 19, 2007 by and between the County Engineer and Weiler describing the extent and cost participation of certain off-site roadway improvements deemed to be the responsibility of Weiler and of the County; and

WHEREAS, improvements to the intersection of Galena Road at 36/37 are defined in the MOU as Item 1, with a total Developer contribution of 75.0% and 69.4% to pay for turn lanes on the Northbound and Southbound approaches to the intersection, respectively; and

WHEREAS, the Ohio Department of Transportation is planning improvements to the intersection of Galena Road and US 36/SR 37 including construction of left turn lanes on US 36/SR 37 (the "Intersection Improvements"), but not including left or right turn lanes on Galena Road; and

WHEREAS, the County wishes to cooperate with ODOT to include turn lanes on Galena Road as part of the Intersection Improvements and seeks a financial contribution from the Developer for said turn lanes; and

WHEREAS, the Developer wishes to terminate its obligation to widen Wilson Road under said Subdivider's Agreement in exchange for providing the contribution stated in said MOU at a date earlier than may be otherwise necessary for the Development;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

1. **Termination of Subdivider's Agreement.** The Subdivider's Agreement approved on or about July 10, 2006 pertaining to widening of Wilson Road from Station 38+56.03 to 64+27.20 to 5-lanes is hereby terminated, and the County hereby releases the Developer and its affiliates from any remaining obligations under such agreement. All other agreements between the Developer and the County not specifically terminated by this paragraph shall remain in full force and effect.

2. **County May Enforce Any Other Requirements.** Notwithstanding any provision in this Agreement, but subject to the terms of the first bullet point within the MOU, the County may enforce upon the Developer any requirements to construct turn lanes, traffic signals, or other roadway improvements as are needed on said section of Wilson Road in accordance with the applicable standards in place at the time of approval of platting or amending plats of abutting parcels, or construction of any intersecting streets, driveways or related improvements on said section of Wilson Road.

3. **Developer to Contribute to County's Local Share of Galena Road and US 36/SR 37 Intersection Improvements.** The Developer will contribute a cash sum of \$643,023 to the County to be used by the County as the local contribution to ODOT's planned improvements at the intersection of Galena Road and US 36/SR 37. Cash sum shall be paid to Delaware County (c/o Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015) no later than the thirtieth (30th) day following the date ODOT intends to advertise such planned improvements for bid. In the event ODOT cancels or otherwise changes its planned improvements making the improvement not required, the County may instead apply such cash sum against the cost of other improvement project(s) made by the County and which project(s) are approved by Developer.

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

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RESOLUTION NO. 18-1285

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:

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Permit #	Applicant	Location	Type of Work
U18-171	AT&T	Manley Road	Road bore
U18-172	Spectrum	Medallion Drive East	Provide single customer service
U18-173	Fibertech	Lewis Center Road	Place new fiber between 2 existing poles
U18-174	Columbia Gas	Green Lawn Drive	Install gas main
U18-175	Spectrum	Corduroy Road	Place buried cable in ROW
U18-176	WOW	Green Meadows Dr N	Place conduit by directional bore

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

14

RESOLUTION NO. 18-1286

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENT FOR MIRASOL SECTION 2 AND THE DEVELOPER’S AGREEMENT FOR CONTRIBUTION FOR LEWIS CENTER ROAD IMPROVEMENTS IN CONJUNCTION WITH MIRASOL SECTION 2:

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

Whereas, as the Engineer recommends approving the Owner’s Agreement for Mirasol Section 2 and the Developer’s Agreement for Contribution for Lewis Center Road Improvements in conjunction with Mirasol Section 2;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approves the Owner’s Agreement for Mirasol Section 2 and the Developer’s Agreement for Contribution for Lewis Center Road Improvements in conjunction with Mirasol Section 2 as follows:

Owner’s Agreement for Mirasol Section 2

OWNER’S AGREEMENT

PROJECT NUMBER: 7018

THIS AGREEMENT, executed on this 19th day of November, 2018 between **ROMANELLI AND HUGHES**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **MIRASOL SECTION 2**, further identified as Project Number 7018, 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:

- 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.
- 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.

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It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use 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	\$1,494,400
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 149,400
INSPECTION FEE DEPOSIT	\$ 75,000

Developer's Agreement for Contribution for Lewis Center Road Improvements in conjunction with Mirasol Section 2

DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into this 19th day of November, 2018, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ROMANELLI AND HUGHES BUILDING COMPANY**, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Mirasol Section 2 (the "Development"), which will include a new roadway access to Lewis Center Road and contribute to the need for improvements to Lewis Center Road or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the "Improvements").
- 2) On or before October 1, 2019, the **OWNER** shall pay to the **COUNTY** One Hundred Twenty-Two Thousand Six Hundred Dollars (\$122,600), mutually agreed to be the **OWNER'S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Lewis Center Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The **OWNER** is to provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of One Hundred Twenty-Two Thousand Six Hundred Dollars (\$122,600), payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of this

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AGREEMENT. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the receipt of payment as required in Section 2 hereof.

- 4) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **County**'s right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.
- 6) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 7) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

15

RESOLUTION NO. 18-1287

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR COTTAGES AT HYATTS AND THE PINES:

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

Cottages at Hyatts

WHEREAS, on November 19, 2018, a Ditch Maintenance Petition for Cottages at Hyatts was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within the Courtyards at Hyatts off of Hyatts Road in Concord Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$27,194.32 for the benefit of the condominium units being created in this development. The developed condominium area of 57 units will receive of the benefit (cost) of the project on a per acre basis. The basis for calculating the assessment for each condominium unit is therefore \$477.09 per unit. An annual maintenance fee equal to 2% of this basis (\$9.54) will be collected for each unit. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment in the amount of \$543.89 has been paid to Delaware County, receipt of which is hereby acknowledged.

The Pines

WHEREAS, on November 19, 2018, a Ditch Maintenance Petition for The Pines was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within The Pines off of Lackey Old State Road in Berlin Township; and

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

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

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

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

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

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

The cost of the drainage improvements is \$1,752,328.60 (for Sections 1A & 1B and future Sections) for the benefit of the lots being created in this subdivision. 176 lots (total all sections) are being created in this plat and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$9,956.41 per lot. An annual maintenance fee equal to 2% of this basis (\$199.13) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in Section 1A (54 lots) in the amount of \$10,752.93 has been paid to Delaware County, receipt of which is hereby acknowledged.

Future Assessments to be paid at time of platting of each section:
Section 1B (33 lots) \$6,571.23
Section 2 (29 lots) \$5,774.72
Section 3 (60 lots) \$11,947.70

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

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RESOLUTION NO. 18-1288

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS LACKEY OLD STATE ROAD WIDENING – THE PINES SECTION 1:

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

Whereas, on April 30, 2018, the Board of County Commissioners (the “Board”) entered into an Owner’s Agreement with M/I Homes of Central Ohio (“Owner”) for the project known as Lackey Old State Road Widening – The Pines Section 1 (“Improvement”); and

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

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

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

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

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RESOLUTION NO. 18-1289

IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS AND RELEASING CONSTRUCTION BONDS FOR LIBERTY TRACE SECTION 3, PHASE A; LIBERTY TRACE SECTION 3, PHASE B; AND HEATHERS AT GOLF VILLAGE SECTION 3, PHASE B:

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

Liberty Trace Section 3, Phase A

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WHEREAS, the roadway construction has been completed for the project known as Liberty Trace Section 3, Phase A (“Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement the Maintenance Bond be set at **\$103,910** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Pulte Homes of Ohio, LLC (“Owner”) has provided a Maintenance Bond in the amount of \$103,910 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the Construction Bond being held as surety for the Project be returned to the Owner;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners accepts the Maintenance Bond in the amount of \$103,910 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

Liberty Trace Section 3, Phase B

WHEREAS, the roadway construction has been completed for the project known as Liberty Trace Section 3, Phase B (“Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement the Maintenance Bond be set at **\$49,900** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Pulte Homes of Ohio, LLC (“Owner”) has provided a Maintenance Bond in the amount of \$49,900 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the Construction Bond being held as surety for the Project be returned to the Owner;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners accepts the Maintenance Bond in the amount of \$49,900 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

Heathers at Golf Village Section 3, Phase B

WHEREAS, the roadway construction has been completed for the project known as Heathers at Golf Village Section 3, Phase B (“Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement the Maintenance Bond be set at **\$20,320** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Pulte Homes of Ohio, LLC (“Owner”) has provided a Maintenance Bond in the amount of \$20,320 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the Construction Bond being held as surety for the Project be returned to the Owner;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners accepts the Maintenance Bond in the amount of \$20,320 for the Project, places the Project on the required one year maintenance period, and returns the construction bond being held for the Project to the Owner.

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

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18**RESOLUTION NO. 18-1290**

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR THE RESERVE AT HIDDEN CREEK; SCIOTO RIDGE CROSSING SECTION 3; THE PINES SECTION 1, PHASE A; CLARKSHAW MOORS SECTION 3; AND NORTHLAKE WOODS SECTION 1:

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

The Reserve at Hidden Creek

Whereas, Westport Homes, Inc., has submitted the Plat of Subdivision ("Plat") for The Reserve at Hidden Creek, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 27, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 27, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 1, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on August 2, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 31, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Reserve at Hidden Creek

The Reserve at Hidden Creek

Situated in the Township of Berkshire and being a part of Farm Lot 26, Section 3, Township 4, Range 17, County of Delaware, State of Ohio, United States Military Lands, and being all of a 31.692 acres conveyed to Westport Homes, Inc., an Indiana Corporation of record in D.B. 1502, PG 26512-2617. All references to records being on file in the office of the Recorder, Delaware County, Ohio. Cost: \$120.

Scioto Ridge Crossing Section 3

Whereas, M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision ("Plat") for Scioto Ridge Crossing Section 3, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Concord Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 15, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 15, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on October 15, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on October 17, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on October 29, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Scioto Ridge Crossing Section 3

Scioto Ridge Crossing Section 3

Situated in the State of Ohio, County of Delaware, Township of Concord, located in Farm Lot 33, Section 3, Township 4, Range 19, United States Military Lands, and containing 16.675 acres of land being part of a 41.855 acre parcel conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of

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record in Deed Book 15522, Page 2617. Cost: \$96.

The Pines Section 1, Phase A

Whereas, M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision (“Plat”) for The Pines Section 1, Phase A, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 7, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on September 14, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on September 24, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on September 27, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on October 29, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Pines Section 1, Phase A

The Pines Section 1, Phase A

Situated in the State of Ohio, County of Delaware, Township of Berlin, in Farm Lots 8 (45.805 acres) and 9 (3.120 acres), Quarter Township 3, Township 4, Range 18, United States Military Lands, containing 48.925 acres of land, more or less, said 48.925 acres being comprised of resubdivision of the subdivision entitled “Scenic View Subdivision” of record in Plat Book 12, Page 65, and part of those tracts of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1552, Page 2814, Recorder’s Office, Delaware County, Ohio. Cost: \$162.

Clarkshaw Moors Section 3

Whereas, M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision (“Plat”) for Clarkshaw Moors Section 3, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Concord Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 15, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on October 15, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on October 15, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on October 17, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on October 29, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Clarkshaw Moors Section 3

Clarkshaw Moors Section 3

Situated in the State of Ohio, County of Delaware, Township of Concord, located in Farm Lot 34, Section 3, Township 4, Range 19, United States Military Lands, and containing of of a 12.743 acre parcel conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Deed Book 1544, Page 2395. Cost: 54.

Northlake Woods Section 1

Whereas, Homewood Corporation has submitted the Plat of Subdivision (“Plat”) for Northlake Woods

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Section 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 1, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on October 1, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on October 4, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on October 11, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on October 29, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northlake Woods Section 1

Northlake Woods Section 1

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Farms Lots 3 and 4, Section 2, Township 4, Range 17, United States Military Lands, being 38.143 acres of land all out of Lot 1214 of the plat entitled Fourwinds Drive Section 2, of record in Plat Cabinet 4, Slide 53, and conveyed to Homewood Corporation by Deed of Record in Official Record Volume 1557, Page 990, being of record in the Recorder’s Office, Delaware County, Ohio. Cost: \$129.

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

**20
MICHAEL FROMMER, COUNTY ADMINISTRATOR
OTHER ITEMS TO DISCUSS COMMISSIONERS’ – EMS TASK FORCE**

**21
ADMINISTRATOR REPORTS**

-Introduced Matt Hart, a senior at The Ohio State University (John Glenn College of Public Affairs), who is shadowing and meeting with various directors today.

**22
COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Benton

- Attended the Land Bank meeting last Thursday.
- Will be attending the DKMM Budget meeting tomorrow.
- The Soil and Water Conservation District will be holding their annual Open House tomorrow.
- Happy Thanksgiving to everyone. There will not be a commissioner session this Thursday.

Commissioner Lewis

-Happy Thanksgiving to everyone.

Commissioner Merrell

-We, as Americans, have much to be thankful for. Happy Thanksgiving to everyone.

**23
RESOLUTION NO. 18-1291**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; DISMISSAL OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR COLLECTIVE BARGAINING:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; dismissal of a public employee or public official; to consider the purchase of property for public purposes; to consider the sale of property at competitive bidding; for collective bargaining

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

RESOLUTION NO. 18-1292

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners