

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 25, 2019**

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

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

1
RESOLUTION NO. 19-157

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 21, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 21, 2019; 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
RESOLUTION NO. 19-158

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0222 AND CMAPR0222A:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0222 and CMAPR0222A and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Superior Petroleum (line 1)	Fuel Service Center	10011106-5228	\$5,000.00
Superior Petroleum (line 2)	Fuel Service Center	10011106-5328	\$2,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1902211	XYLEM WATER SOLUTIONS USA INC	STOCK (TO BE USED AT ONE OF THE FOLLOWING E. ALUM	66211900 - 5450	\$28,455.86

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

4
RESOLUTION NO. 19-159

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Adult Court Services department is requesting that Laurie Winbigler attend a Gender, Trauma and Effective Millieu Management class in Columbus, Ohio on February 27, 2019 at the cost of \$70.00 (fund number 25622303).

The Emergency Medical Department is requesting that Lt. J. Murray attend a Group Crisis Intervention in Streetsboro, Ohio from April 10-11, 2019 at no cost.

The Emergency Medical Department is requesting that Tim Alton attend a GMH Educational Conference in Delaware, Ohio on March 9, 2019 at no cost.

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The Regional Sewer District is requesting that Tiffany Maag, Erik McPeek, Julie McGill, Kelly Thiel and Jeff Hall attend a 2019 One Water Government & Regulatory Affairs Workshop in Lewis Center, Ohio on March 7, 2019 at a total cost of \$875.00 from fund 66211900.

The Regional Sewer District is requesting that John Darrough attend an OTCO Annual Wastewater Workshop in Columbus, Ohio on March 6 and March 7th, 2019 at a total cost of \$330.00 from fund 66211900.

The Economic Development Department is requesting that Jenna Goehring attend an Ohio Statewide Development Corp. Annual Awards Luncheon in Columbus, Ohio on March 5, 2019 at the cost of \$10.00 (fund number 21011113).

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

**5
RESOLUTION NO. 19-160**

IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO JOSHUA DEFFENBAUGH UPON EARNING HIS EAGLE SCOUT AWARD:

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

WHEREAS, Joshua Deffenbaugh has been a member of Boy Scout Troop #428, which is affiliated with Liberty Presbyterian Church; and

WHEREAS, Joshua Deffenbaugh has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and completed his Eagle Scout Project—the construction of a 14-foot-by-20-foot patio with picnic benches outside the Olentangy Orange High School library; and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Joshua Deffenbaugh on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County hereby officially congratulates Joshua Deffenbaugh on attaining Scouting’s highest rank—the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

BE IT FURTHER RESOLVED that the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

**6
RESOLUTION NO. 19-161**

IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE BOARD OF COUNTY COMMISSIONERS, ON BEHALF OF THE DELAWARE COUNTY SHERIFF’S OFFICE, FOR CERTAIN REAL PROPERTY LOCATED AT 149 EAST ORANGE ROAD, LEWIS CENTER, OHIO 43035:

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

WHEREAS, the Sheriff recommends approval of the third amendment to the Lease Agreement by and between the Delaware County Board of Developmental Disabilities and the Board of County Commissioners, on behalf of the Delaware County Sheriff’s Office, for certain real property located at 149 East Orange Road, Lewis Center, Ohio 43035;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the third amendment to the lease agreement by and between the Delaware County Board of Developmental Disabilities and the Board of County Commissioners, on behalf of the Delaware County Sheriff’s Office, for certain real property located at 149 East Orange Road, Lewis Center, Ohio 43035:

THIRD AMENDMENT TO THE LEASE BETWEEN THE BOARD OF COUNTY COMMISSIONERS, DELAWARE COUNTY, ON BEHALF OF THE DELAWARE COUNTY SHERIFF’S OFFICE, AND DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, DELAWARE COUNTY, OHIO

WHEREAS, the Parties entered into the LEASE AGREEMENT (" Lease"), approved by Resolution #15-487, on August 23, 2015, a copy of which is attached hereto and is incorporated by reference; and,

WHEREAS, the Parties amended the Lease on April 23, 2018 for the purposes of extending the Lease three

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years (" First Amendment"), a copy of which is attached hereto and is incorporated by reference; and,

WHEREAS, the Parties amended the Lease on November 05, 2018 for the purposes of leasing additional rooms ("Second Amendment"), a copy of which is attached hereto and is incorporated by reference; and ,

WHEREAS, in addition to the Leased Premises/Rooms set forth in the Lease, First, and Second Amendments, the Parties desire to add additional rooms at the Delaware County Board of Developmental Disabilities building to the Lease.

NOW THEREFORE, for good and valuable consideration, the Parties hereby mutually agree to the following amendments and additions to the Lease.

ADDITIONAL LEASED PREMISES

In consideration of the terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee certain real property located at 149 East Orange Road, Lewis Center, Ohio 43035, more specifically being those Area Number and Names listed as Additional Lease Sq. Ft. in Exhibit A of this Amendment, a copy of which is attached hereto and is incorporated by reference (collectively, "Rooms"), of the Delaware County Board of Developmental Disabilities facility, Delaware County Auditor Property Identification Number 3 I8-234-04-003-500. All previously leased premises are hereby modified to be consistent with this Amendment.

ADDITIONAL TERM

Subject to and upon the conditions set forth herein, the term of the lease for the Rooms in Exhibit A shall commence as of January 1, 2019, and shall terminate upon expiration of the Lease, renewable as set forth therein.

ADDITIONAL RENT

On or before April 01, 2019, Lessee shall pay to Lessor as rent for the Rooms the annual sum of Thirty-Five Thousand, Four Hundred Twenty Two Dollars, and Forty-Five Cents (\$35,422.45), constituting a rate of Seven Dollars and Zero Cents (\$7.00) per square foot for all 5,060.35 square feet of the Rooms.

The contract maximum for the rent of the Rooms shall be Thirty-Five Thousand, Four Hundred Twenty Two Dollars, and Forty-Five Cents (\$35,422.45) annually as calculated on a per diem basis.

CONFLICTS

In the event of a conflict between the terms of the Lease, First, and Second Amendments, and this Third Amendment the terms of this Third Amendment shall prevail. However, it is expressly understood that this Third Amendment is in addition to the Lease, First, and Second Amendments and shall not change any terms and conditions therein.

TERMS OF LEASE UNCHANGED

All terms and conditions of the Lease, First, And Second Amendments not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 19-162

IN THE MATTER OF AUTHORIZING THE ALTERNATE BID #1'S AND APPROVING THE CONTRACTS BETWEEN THOMPSON INTERSTATE MOWING, INC. AND THE DELAWARE COUNTY COMMISSIONERS FOR ROADSIDE MOWING FOR 2019:

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

WHEREAS, the County Engineer recommends authorization of Alternate Bid #1 (Second Year) and approval of the contract for the 2018-19 Roadside Mowing (North) contract with Thompson Interstate Mowing pursuant to the contract approved by Resolution No. 18-349; and

WHEREAS, the County Engineer recommends authorization of Alternate Bid #1 (Second Year) and approval of the contract for the 2018-19 Roadside Mowing (South) contract with Thompson Interstate Mowing pursuant to the contract approved by Resolution No. 18-384;

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

Section 1: Alternate Bid #1 (Second Year) for the 2018-19 Roadside Mowing (North) contract is authorized and approved with an amount not to exceed \$62,772.72; and

Section 2: Alternate Bid #1 (Second Year) for the 2018-19 Roadside Mowing (South) contract is authorized

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and approved with an amount not to exceed 56,508.00.

“2018-2019 Roadside Mowing (North)”

CONTRACT

THIS AGREEMENT is made this 25th day of February, 2019 by and between Thompson Interstate Mowing, Inc., 12978 US Highway 62, Leesburg, Ohio 45135, 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 improvements embraced in the project named “2018-2019 Roadside Mowing (North)”, 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 of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-Two Thousand Seven Hundred Seventy-Two Dollars and Seventy-Two Cents (\$62,772.72), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2019 at Fifty-Eight Thousand Eight Hundred Seventy-Two Dollars and Seventy-Two Cents (\$58,872.72), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Three Thousand Nine Hundred Dollars (\$3,900).

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 Requirement

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 three original copies on the day and year first above written.

2018-2019 Roadside Mowing (South)

CONTRACT

THIS AGREEMENT is made this 25th day of February, 2019 by and between Thompson Interstate Mowing, Inc., 12978 US Highway 62, Leesburg, Ohio 45135, 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 improvements embraced in the project named “2018-2019 Roadside Mowing (South) - Rebid”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

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The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Fifty-Six Thousand Five Hundred Eight Dollars and Zero Cents (\$56,508.00), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2019 at Fifty-Six Thousand One Hundred Eight Dollars and Zero Cents (\$56,108.00), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Four Hundred Dollars and Zero Cents (\$400.00).

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 Requirement

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

Resolution No. 19-163 was not utilized.

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RESOLUTION NO. 19-164

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

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

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

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

Permit #	Applicant	Location	Type of Work
U19-024	Spectrum	Covan Drive	Place buried cable in ROW
U19-025	Spectrum	Harlem Road	Place Power Supply in ROW
U19-026	AEP	Big Walnut Road	Replace 7 Existing Poles
U19-027	AEP	Lewis Center Road	Relocate facilities for road project

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

9

RESOLUTION NO. 19-165

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2018:

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

WHEREAS, pursuant to section 4501.04(D) of the Revised Code, each board of county commissioners shall certify in writing to the director of the Ohio Department of Transportation (“ODOT”) the actual number of miles under the board of county commissioners’ statutory jurisdiction which are used by and maintained for the public; and

WHEREAS, ODOT has submitted a summary report of changes to Delaware County road mileage according to the ODOT road inventory, and the Delaware County Engineer has reviewed the summary report; and

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WHEREAS, the road mileage as certified by the Delaware County Board of Commissioners for the year ending December 31, 2017 was 335.564 miles; and

WHEREAS, the following additions or decreases to county road mileage were made in 2018:

- A decrease of 0.030 miles on Smothers Road was realized as the result of a new roundabout at the intersection of Smothers Road and Redbank Road; and
- A decrease of 0.060 miles on Stratford Road as the result of the realignment of the intersection with US 23; and
- A decrease of 0.025 miles on S. Old 3C Highway was realized as the result of annexation into the Village of Galena; and
- An addition of 0.600 miles on Wilson Road was realized as the result of the new road built in conjunction with Tanger Outlet Mall; and
- A decrease of 0.120 miles on Airport Road was realized as the result of annexation into the City of Delaware; and

WHEREAS, the County Engineer recommends certification of Delaware County road mileage as 335.929 miles as of December 31, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following 2018 County Highway System Mileage Certification and authorizes the County Engineer to transmit copies of the same to ODOT as required by section 4501.04 of the Revised Code:

2018 County Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than April 1, 2019, or county mileage will be certified by default based on the best information available.

The total length of county maintained public roads in Delaware County was 335.564 miles as of December 31, 2017, as certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2018 and determine the net increase or decrease in mileage. Add the net change to the 2017 certified mileage above and fill in the new total below.

We, the undersigned, hereby certify that as of December 31, 2018, the county was responsible for maintaining 335.929 miles of public roads.

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

10
RESOLUTION NO. 19-166

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR BROOKVIEW MANOR SECTION 3; THE HEATHERS AT GOLF VILLAGE NORTH SECTION 3, PHASE A; VINMAR VILLAGE SECTION 4:

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

Whereas, the Engineer recommends approving the Owner’s Agreements for Brookview Manor Section 3; The Heathers at Golf Village North Section 3, Phase A; and Vimar Village Section 4;

Now, Therefore, Be It Resolved, that the Delaware County Board of Commissioners approves the Owner’s Agreements for Brookview Manor Section 3; The Heathers at Golf Village North Section 3, Phase A; and Vimar Village Section 4 as follows:

Brookview Manor Section 3

OWNER’S AGREEMENT
PROJECT NUMBER: 6044

THIS AGREEMENT, executed on this 25th day of February, 2019 between **PULTE HOMES, INC.**, hereinafter called “**OWNER**” and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Brookview Manor Section 3**, further identified as Project Number 6044 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:

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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 1 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 **FORTY-THREE THOUSAND DOLLARS (\$43,000)** 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"

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CONSTRUCTION BOND AMOUNT	\$721,800
MAINTENANCE BOND AMOUNT	\$ 72,200
INSPECTION FEE DEPOSIT	\$ 43,000

The Heathers at Golf Village North Section 3, Phase A

OWNER'S AGREEMENT
PROJECT NUMBER: 6004

THIS AGREEMENT, executed on this 25th day of February, 2019 between **PULTE HOMES, INC.**, hereinafter called "OWNER" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **The Heathers at Golf Village North Section 3, Phase A**, further identified as Project Number 6004 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 1 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 **FIFTY-FOUR THOUSAND DOLLARS (\$54,000)** 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

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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	\$675,100
CONSTRUCTION BOND AMOUNT	\$675,100
MAINTENANCE BOND AMOUNT	\$ 67,510
INSPECTION FEE DEPOSIT	\$ 54,000

Vinmar Village Section 4

OWNER'S AGREEMENT
PROJECT NUMBER: 8029

THIS AGREEMENT, executed on this 25th day of February, 2019 between **THE RESERVE AT VINMAR, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Vinmar Village Section 4**, further identified as Project Number 8029 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-NINE THOUSAND DOLLARS (\$69,000)** 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

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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	\$1,726,800
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 172,800
INSPECTION FEE DEPOSIT	\$ 69,000

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

11
RESOLUTION NO. 19-167

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR STEITZ ROAD – HYATTS TO CLARK SHAW SECTION 1:

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

Whereas, Woodcrest Reserve II, LLC has submitted the Plat of Subdivision (“Plat”) for Steitz Road – Hyatts to Clark Shaw Section 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on January 4, 2019; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on January 4, 2019; 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 January 7, 2019; 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 January 31, 2019; 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 February 7, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Steitz Road – Hyatts to Clark Shaw Section 1.

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Steitz Road – Hyatts to Clark Shaw Section 1

Situated in the State of Ohio, County of Delaware, Township of Liberty, being in Farm Lots 30, 31, 34, 35 and 39, Section 3, Township 4, Range 18, United States Military Lands , being all of that 48.780 acre tract as described in a deed to Woodcrest Reserve LLC of record in Official Record 1542, Page 2290, and all of that 69.44 acre tract as described in a deed to Woodcrest Reserve II LLC of record in Official Record 1543, Page 2370, Delaware County Recorder’s Office. Cost: \$12.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

-Attended two legislative updates on Friday. One of the topics was the gas tax increase by Governor DeWine as part of the Transportation Budget. Engineer Bauserman gave his prospective of what has happened to date and the statehouse.

-There is an article in the Dispatch about Ditch Petitions today.

-Engineer Bauserman presented his annual Transportation Update at the Third Thursday Chamber of Commerce luncheon last week.

-The Veteran’s Court held its first graduation ceremony last Friday. Would like to thank Judge Hemmeter for her initiative to start this in Delaware County.

-The State of the County will be held tomorrow morning.

Commissioner Merrell

-Attended the Veteran’s Court graduation. It was extremely impressive to watch.

Commissioner Lewis

-Attended the CCAO Justice and Public Safety meeting last Friday. The main topic was indigent defense.

-Would like to recognize Delaware County Prosecutor, Carol O’Brien and thank her for her years of service to Delaware County before she starts her new position at the Attorney General’s office.

14

RESOLUTION NO. 19-168

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

It was moved by Mr. Benton, seconded by Mr. Merrell 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

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; compensation for a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 19-169

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, 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.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners