

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 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

**Absent:**  
Gary Merrell, Commissioner

1:30 P.M. Viewing For Consideration Of The Hoover #61 Drainage Improvement Petition

**1**  
RESOLUTION NO. 19-664

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 11, 2019:**

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 July 11, 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            Absent   Mrs. Lewis            Aye            Mr. Benton            Aye

**2**  
PUBLIC COMMENT

**3**  
RESOLUTION NO. 19-665

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0712:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0712 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
FEECORP, INC.	RENTAL SERVICE REGIONAL SEWER	66211900-5335	\$12,742.00
GRAINGER	SUPPLIES REGIONAL SEWER	66211900-5201	\$ 5,000.00
WASHINGTON AUTO	FACILITIES DEPARTMENT	10011106-5228	\$20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1903920	JOHNSTON SUPPLY INC	8 REPLACEMENT AC UNITS FOR TOWER SITE	21411306 - 5410	\$19,371.44

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

**4**  
RESOLUTION NO. 19-666

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Economic Development Department is requesting that Bob Lamb and Rob Platte attend a CDFA Conference in Dublin, Ohio on September 26, 2019 at the cost of \$350.00 (fund number 21011139).

The Regional Sewer District is requesting that John Feightner attend a Delaware Regional Workshop by OTCO at the Alum Creek Water Reclamation Facility on July 17th, 2019 at a total cost of \$150.00 from fund 66211900

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2019**

The Regional Sewer District is requesting that Steve Rossette attend a Delaware Regional Workshop by OTCO at the Alum Creek Water Reclamation Facility on July 17, 2019 at no cost

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

**5  
RESOLUTION NO. 19-667**

**IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:**

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code section 307.12(E) allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and that items receiving no bids be considered of no value and may be discarded or salvaged at the direction of the Director of Facilities. The Director of Facilities is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

Asset #/Type	Make	Model	VIN/Serial Number	Mileage/Note
563/SEDAN	FORD	2010 cvpi	2FABP7BV4AX134234	158,166
553/SEDAN	FORD	09 CVPI 4.6L	2FAHP71V29X132392	138,124
529/SEDAN	FORD	07 CVPI 4.6L	2FAFP71W17X143123	153,603
530/SEDAN	FORD	07 CVPI 4.6L	2FAFP71W67X143134	180,339
44/SEDAN	FORD	04 CVPI 4.6L	2FAFP71WX4X155234	180,530
47/SEDAN	FORD	04 CVPI 4.6L	2FAFP71W54X155237	144,137
347/SEDAN	FORD	03 CVPI 4.6L	2FAFP71W93X125687	168,206
18/VAN	FORD	2009 E 350 138 " WB	1FBNE31L99DA49516	115,355

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

**6  
RESOLUTION NO. 19-668**

**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND TRANSFER OF APPROPRIATIONS FOR THE JOB AND FAMILY SERVICES DEPARTMENT:**

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

<b>Transfer of Funds</b>		
<b>From</b>	<b>To</b>	
22311611-5801 Workforce Investment Act	22411603-4601 JFS Workforce/Interfund Revenues	\$64,490.73
22511607-5801 Children Services Fund	22411604-4601 JFS Child Protection/Interfund Revenues	\$316,875.97
<b>Transfer of Appropriation</b>		
22411604-5260 JFS Child Protection/Materials and Supplies	22411604-5309 JFS Child Protection/Services and Charges	\$3,531.34

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

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2019

---

7

**RESOLUTION NO. 19-669**

**IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR NORTHSTAR GOLDWELL SECTION 1, THE COURTYARDS AT CLEAR CREEK, AND THE COURTYARDS AT CLEAR CREEK – GOODING BOULEVARD IMPROVEMENTS:**

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

WHEREAS, the Engineer recommends approving the Owner's Agreements for Northstar Goldwell Section 1, The Courtyards at Clear Creek, and The Courtyards at Clear Creek – Gooding Boulevard Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for Northstar Goldwell Section 1, The Courtyards at Clear Creek, and The Courtyards at Clear Creek – Gooding Boulevard Improvements:

**Northstar Goldwell Section 1**

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 8079**

**THIS AGREEMENT**, executed on this 15<sup>th</sup> day of July, 2019 between **NATIONWIDE RESIDENTIAL DEVELOPMENT, LLC**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTHSTAR GOLDWELL SECTION 1**, further identified as Project Number 8079 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-THREE THOUSAND DOLLARS (\$63,000)** 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

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD JULY 15, 2019

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	\$2,079,800
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 208,000
INSPECTION FEE DEPOSIT	\$ 63,000

The Courtyards at Clear Creek

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 8064**

THIS AGREEMENT, executed on this 15<sup>th</sup> day of July, 2019 between EPCON CLEAR CREEK, LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as The Courtyards at Clear Creek, further identified as Project Number 8064 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

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2019**

to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$37,450)** 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	\$936,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 93,600
INSPECTION FEE DEPOSIT	\$ 37,450

**The Courtyards at Clear Creek – Gooding Boulevard Improvements**

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 9011**

**THIS AGREEMENT**, executed on this 15<sup>th</sup> day of July, 2019 between **EPCON CLEAR CREEK, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **The Courtyards at Clear Creek – Gooding Boulevard Improvements**, further identified as Project Number 9011 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.

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2019

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 **FIFTY-ONE THOUSAND DOLLARS (\$51,000)** 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	\$1,277,800
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 127,800
INSPECTION FEE DEPOSIT	\$ 51,000

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

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2019

**8**

**RESOLUTION NO. 19-670**

**IN THE MATTER OF APPROVING THE PROJECT GRANT AGREEMENT BETWEEN THE OHIO PUBLIC WORKS COMMISSION (OPWC) AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY (BOARD) FOR THE PROJECT KNOWN AS HOME ROAD EXTENSION EAST OF US 23 – PHASES II AND III, AND AUTHORIZING COMMISSIONER GARY MERRELL TO EXECUTE SAID AGREEMENT ALONG WITH APPROVING DISBURSEMENTS MADE AS A RESULT OF THIS AGREEMENT:**

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

WHEREAS, on September 24, 2018, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 18-1026, authorizing the submission of an application for funding assistance to the Ohio Public Works Commission (“OPWC”) for the project known as Home Road Extension East of US 23 – Phases II and III; and

WHEREAS, the application for funding assistance was approved subject to the approval of a project grant agreement with the OPWC; and

WHEREAS, Resolution No. 18-1026 also authorized Commissioner Gary Merrell to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance;

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

Section 1: The Board approves the project grant agreement (copy available for review at the Commissioners’ Office until no longer of administrative value) with OPWC for the project known as Home Road Extension East of US 23 – Phases II and III, further known as OPWC Project No. DQW07.

Section 2: Commissioner Gary Merrell is authorized to execute the agreement with OPWC for the project known as Home Road Extension East of US 23 – Phases II and II, OPWC Project No. DQW07, and to sign any disbursements made as a result of this agreement.

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

**9**

**RESOLUTION NO. 19-671**

**IN THE MATTER OF ESTABLISHING MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR MIRASOL SECTION 2:**

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

WHEREAS, the roadway construction has been completed for the project known as Mirasol Section 2 (“Project”); and

WHEREAS, as a 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 **\$149,400** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Romanelli and Hughes Building Company (“Owner”) has provided a Maintenance Bond in the amount of \$149,400 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 \$149,400 for the Project, places the Project on the required one year maintenance period, and approves returning the construction bond being held for the Project to the Owner.

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

**10**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-No reports.

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2019

**11**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

- Attended Bob Horrock's retirement celebration.
- Attended the Poll Worker Appreciation event on Thursday.
- The BIA Elected official reception at the Parade of Homes will be tomorrow evening.
- Thursday morning at 1:30 AM, the British Open begins.

Commissioner Lewis

- Attended the LEPC meeting Thursday.
- Attended a wellness presentation on how to relieve stress last week.

**12**

**RESOLUTION NO. 19-672**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND 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

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 compensation of a public employee or public official and collective bargaining.

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

**RESOLUTION NO. 19-673**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

**RECESS AT 10:05 AM/RECONVENE 1:33 PM (starting in the vicinity of 13600 Woodtown Rd, Galena, Ohio 43021)**

**IN THE FIELD:**

**1:30 P.M. VIEWING FOR CONSIDERATION OF THE HOOVER #61 DRAINAGE IMPROVEMENT PETITION**

On **Monday, July 15, 2019** at 1:33 PM starting near the vicinity of 13600 Woodtown Road, Galena, Ohio 43021, the Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office at the Delaware County Soil and Water Conversation District.

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

On April 19, 2019, a drainage petition for the Hoover #61 watershed was filed with the Board of County Commissioners to:

- To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.
- Commencing in Delaware County, Genoa Township, within the Hoover #61 watershed and general following, but not limited to the course and termini of the existing improvements.

Note: the first hearing on the petition is scheduled for **Thursday, October 10, 2019 at 10:00 A.M.**

The Commissioners:

- Looked at the ditch in front of 13600 Woodtown Road. The water stays there for several days or runs up to the neighbor's yard near the house.
- Viewed map of area.



**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2019**

-Drove past different areas on the map to point out lateral crossings under SR605 and open channels along SR605. Stopped at North Road/Rich Drive to view a portion of Crable Ditch that was a part of one of the earliest petitions. Portions of that ditch are not maintained by the Soil and Water District, therefore hard to maintain the ditch as a whole.

-Projects Since 1998 Are Automatically Placed On County Drainage Maintenance Program  
-This Is A Landowner Initiated Process And Detailed Surveys Follow If The Project Moves Past The First Hearing

-If Approved The Storm Water Infrastructure Will Be Placed On The County Drainage Maintenance Program  
-If Approved Money Pooled Only For This Project; Assessments Placed On Build-Able Lots Current And Future

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

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



**Delaware County Commissioners**

Jeff Benton  
Barb Lewis  
Gary Merrell

**SIGN-IN SHEET FOR JULY 15, 2019**

**1:30 P.M. Viewing For Consideration Of The Hoover #61 Drainage Improvement Petition**

NAME	ADDRESS
1 Alan Weaver	3616 S. SR 605 Galena
2 Tony Hill	13600 Woodtown RD
3 Erik Capwell	3441 S. SR 605
4 Keith Campbell	2529 S. SR 605 Galena
5 Rebecca Longsmith	SWCD
6 Dana Johnson	2341 S. SR 605 Galena
7 Kim MARSHALL	SWCD
8 Daniel Barr	SWCD
9 Beth H. [Signature]	50 Channing St
10 [Signature]	Board Clerk
11 [Signature]	SWCD
12 [Signature]	SWCD
13	
14	

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 15, 2019

---

---

Gary Merrell

---

Barb Lewis

---

Jeff Benton

---

Jennifer Walraven, Clerk to the Commissioners