

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 7, 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

10:00 A.M. Hearing For The Proposed Vacation Of An Abandoned Portion Of Old East Powell  
Road

1  
RESOLUTION NO. 19-974

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS  
FROM REGULAR MEETING HELD OCTOBER 3, 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  
October 3, 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. 19-975

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,  
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1004 AND MEMO TRANSFERS  
IN BATCH NUMBERS MTAPR1004:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of  
warrants in batch numbers CMAPR1004, memo transfers in batch numbers MTAPR1004 and Purchase Orders  
as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO’ Increase</b>			
Grainger (line 2)	Water Reclamation Gear	66211900-5225	\$ 5,000.00
Xylem (line #3)	Water Reclamation Probes	66211900-5228	\$ 5,000.00

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
R1904814	BAKER TILLY MUNICIPAL ADVISORS LLC	MUNICIPAL ADVISORY SERVICES AGREEMENT	10011102 - 5301	\$30,000.00

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

4  
RESOLUTION NO. 19-976

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Land and Buildings Department is requesting that Dave Ferguson and Joel Gruber attend a 2020  
Recertification Conference in Columbus, Ohio February 27, 2020; at the cost of \$230.00 (fund number  
10011105)

The Regional Sewer District is requesting that Janet Fawcett attend a Front Desk Safety & Security Workshop  
in Columbus, Ohio on December 10<sup>th</sup>, 2019 at a total cost of \$149.00 (fund 66211900).

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The Regional Sewer District is requesting that Mike Frommer and Tiffany Maag attend a CSEAO Annual Winter Conference in Columbus, Ohio on December 4 thru December 6<sup>th</sup>, 2019 at a total cost of \$790.00 (fund 66211900).

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

**5**  
**SHELIA HIDDLESON, HEALTH COMMISSIONER**  
**DELAWARE GENERAL HEALTH DISTRICT**  
**PRESENTATION/DISCUSSION ON THE NEW COMMUNITY PROFILES**

**6**  
**RESOLUTION NO. 19-977**

**IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF A LOCAL SPONSOR APPLICATION TO THE OHIO DEPARTMENT OF AGRICULTURE OFFICE OF FARMLAND PRESERVATION:**

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

WHEREAS, the Ohio Department of Agriculture Office of Farmland Preservation offers matching grants for the acquisition of farmland preservation easements through local sponsors; and

WHEREAS, the Delaware County Board of Commissioners, in cooperation with the Delaware Soil and Water Conservation District, wishes to submit an application for Delaware County to serve as a local sponsor for the program; and

WHEREAS, the Delaware County Board of Commissioners, as a matter of policy, plans to request approval of a modified scoring system that reflects the need for Delaware County to establish a proper balance between farmland preservation and the obligation to obtain future easements for the County’s sanitary sewer system; and

WHEREAS, the Board hereby declares that Resolution No. 17-1131 (approving a memorandum of understanding between Delaware County, Ohio and the Ohio Department of Agriculture for The Local Agricultural Easement Purchase Program), shall remain in full force and effect;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the County Administrator to complete a local sponsor application to the Ohio Department of Agriculture Office of Farmland Preservation and authorizes the President of the Board to sign and submit this application.

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

**7**  
**RESOLUTION NO. 19-978**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR LEWIS CENTER COMMERCIAL SELF STORAGE:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval:

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Lewis Center Commercial Self Storage;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Lewis Center Commercial Self Storage for submittal to the Ohio EPA for their approval.

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

**8**  
**RESOLUTION NO. 19-979**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR HARPER’S POINTE:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Harper’s Pointe;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Harper’s Pointe:

**SUBDIVIDER’S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 7<sup>th</sup> day of October 2019, by and between **Harpers Pointe Land Company LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Sanitary Plan for Harper’s Pointe** and the corresponding subdivision plat or condominium amendment on said development parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Plan for Harper’s Pointe**, dated **June 24, 2019**, and approved by the County on **July 18, 2019**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

**SECTION II: CAPACITY**

There are **46** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

For on-site improvements the following options for financial warranty apply:

**OPTIONS:**

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$374,770.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

Initials \_\_\_\_\_

Date \_\_\_\_\_

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

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Plan for Harper’s Pointe**.

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Plan for Harper’s Pointe (\$13,117.00)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½ %) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Plan for Harper’s Pointe (\$31,855.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or

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her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Plan for Harper's Pointe** as required by the County.

**SECTION V: CONSTRUCTION**

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

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

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

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

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

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

**SECTION VI: EASEMENTS**

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

**SECTION VII: COMPLETION OF CONSTRUCTION**

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

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

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two

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paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.

- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

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

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

9  
RESOLUTION NO. 19-980

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR ADULT COURT SERVICES:

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

Supplemental Appropriation		
25422301-5319	CBCG INTENSIVE SUPERVISION/REIMBURSEMENT	336.92
25422311-5319	PRE-SENTENCE INVESTIGATION/REIMBURSEMENT	457.99

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

10  
RESOLUTION NO. 19-981

IN THE MATTER OF APPROVING A RENEWAL OF THE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE FOR INDIGENT DEFENSE SERVICES FOR MUNICIPAL CODE VIOLATIONS (ASSIGNED COUNSEL SYSTEM):

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

WHEREAS, on August 7, 2017, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 17-829, approving an agreement with the City of Delaware for indigent defense services for municipal code violations (the "Agreement"); and

WHEREAS, pursuant to Section 3.1 of the Agreement, the Agreement may be renewed for additional one year terms upon proper resolution by each party agreeing to the one year extension and proper appropriation of funding for the new year;

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

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Section 1. The Board hereby agrees to renew the Agreement, with proper appropriation of funding, for an additional one (1) year term, commencing on January 1, 2020 and ending December 31, 2020.

Section 2. The Board hereby directs the Clerk of the Board to cause copies of this Resolution to be delivered to the City of Delaware, 1 South Sandusky Street, Delaware, Ohio 43015, and the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215.

Section 3. This Resolution shall be effective immediately upon adoption.

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

**11**  
**RESOLUTION NO. 19-982**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE PIATT ROAD OPWC PROJECT:**

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

**SUPPLEMENTAL APPROPRIATION**

Organizational Key	Description	Amount
40940444-4530	Piatt Road Extension/State Grants A	\$12,547.54
40940444-5420	Piatt Road Extension/Road Constructions	\$12,547.54
Vote on Motion	Mr. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye	

**12**  
**RESOLUTION NO. 19-983**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE/TIME FOR THE PROJECT KNOWN AS DEL-CR9-2.01, LIBERTY ROAD & SELDOM SEEN ROAD INTERSECTION IMPROVEMENTS:**

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

WHEREAS, Resolution No. 17-375 declared the necessity for and approved the Cooperation Agreement with the City of Powell for the improvement known as DEL-CR9-2.01, Liberty Road & Seldom Seen Road Intersection Improvements (the “Improvement”); 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 \$1,291,000.00;

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

Section 1: The plans, specifications and estimate for the project known as DEL-CR9-2.01, Liberty Road & Seldom Seen Road Intersection Improvements are hereby approved;

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:

**Public Notice**  
**Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00 am on Tuesday, October 29, 2019, at which time they will be publicly received and read aloud, for the project known as:

**DEL-CR9-2.01**  
**Liberty Road and Seldom Seen Road**

All proposals shall be submitted electrically through the web service [www.bidexpress.com](http://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](http://www.bidexpress.com). All bidders must register and be a member of the

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web service to bid on the project.

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://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 June 30, 2020. The estimated commencement of work date is November 11, 2019.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 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:  
October 11, 2019

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

**13**  
**RESOLUTION NO. 19-984**

**IN THE MATTER OF APPROVING GENERAL ENGINEERING SERVICES AGREEMENT 2019-2 WITH OHM ADVISORS:**

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

WHEREAS, the County Engineer recommends approval of General Engineering Services Contract No. 2019-2 between the Delaware County Board of Commissioners and OHM Advisors;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following professional services agreement with OHM Advisors:

**PROFESSIONAL SERVICES AGREEMENT**  
**General Engineering Services**

This Agreement is made and entered into this 7<sup>th</sup> day of October, 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and OHM Advisors, 580 North Front Street, Suite 610, Columbus, Ohio 43215, ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Prime Agreement."

- 1            SERVICES PROVIDED BY CONSULTANT
  - 1.1        The Consultant will provide "Services" in connection with the following "Project":  
Delaware County General Engineering Services Contract 2019-1
  - 1.2        The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
  - 1.3        Services shall be rendered by the Consultant in accordance with the following documents, to be retained and on file with each Party, and by this reference made part of this Agreement:  
Delaware County General Engineering Services 2019-2 Scope of Services dated 7-24-19
- 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.



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**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal and other documents enumerated in Section 1.3 and as follows:
- 4.2 The Project Manager may authorize partial lump sum payments for itemized tasks in “If Authorized Services” with written consent of the Consultant when the Project Manager determines the necessity therefor.
- 4.3 Total compensation under this Agreement shall not exceed Three Hundred Thousand Dollars and no cents (\$300,000.00) without subsequent modification.
- 4.4 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.

County Engineer:

Name: Delaware County Engineer  
Attn: Ryan J. Mraz, Chief Deputy Design Engineer

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: Rmraz@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Aaron H. Call

Address of Firm: 580 North Fourth Street, Suite 610

City, State, Zip: Columbus, Ohio 43215

Telephone: 614-474-1118

Email: [aaron.call@ohm-advisors.com](mailto:aaron.call@ohm-advisors.com)

**6 PAYMENT**

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer, and shall be based on the calculated percentage of Services performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

**7 NOTICE TO PROCEED; COMPLETION; DELAYS AND EXTENSIONS**

- 7.1 The Consultant shall commence Services upon written Notice to Proceed (“Authorization”) by the Project Manager and shall complete the Services by June 1, 2021.
- 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**



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8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.

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

**9 CHANGE IN SCOPE OF SERVICES**

9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement 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.

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- 13.6 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 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 work to which the Agreement relates.

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

GENERAL ENGINEERING SERVICES  
DELAWARE COUNTY ENGINEER'S OFFICE  
DELAWARE, OHIO

Scope of Services

Delaware County General Eng Serv 2019-2  
Scope of Services Date: 7-24-19  
PID No. Various

The consultant may be required to perform miscellaneous design tasks, plan review, and environmental investigations on a task order type basis. Basic services may include, but are not limited to, the following:

Roadway Design  
Plan Review  
Intersection Design  
Bridge Design  
Bridge Inspection (not including Underwater Bridge Inspection)  
Surveying Services  
Traffic Studies  
Preparation of Right of Way Descriptions/Plans  
Lighting Design  
Traffic Signal Design  
Structural Design and Review Services

All work shall be performed on an actual cost basis or by negotiated lump sum fee per task order, to be determined by the Department. The consultant shall maintain a project cost accounting system that will segregate costs for individual task orders.

The duration of the agreement will be 24 months from authorization.

The total amount of this agreement shall not exceed \$300,000.00.

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

**14**  
**RESOLUTION NO. 19-985**

**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:

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Permit #	Applicant	Location	Type of Work
U19-163	Verizon	Sawmill Parkway	Install fiber optic cable
U19-164	Suburban Natural Gas	Courtyards at the Ravines	Install gas main
U19-165	Spectrum	Evergreen Ave.	Place buried cable in ROW
U19-166	AT&T	Attucks Dr.	Road bore
U19-167	Del-Co Water	North Old 3 C Hwy	Road bore
U19-168	Del-Co Water	North Old 3 C Hwy	Install Waterline
U19-169	Spectrum	Greif Parkway	Place cable in ROW

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

**15**  
**RESOLUTION NO. 19-986**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR RIVER BLUFF PHASE 1:**

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

WHEREAS, on October 7, 2019, a Ditch Maintenance Petition for River Bluff Phase 1 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 River Bluff Phase 1 located off of Section Line 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 \$144,743.39 for the benefit of the condominium units being created in this development. The developed condominium area of 34 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 \$4,257.16 per unit. An annual maintenance fee equal to 2% of this basis (\$85.14) 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 \$2,894.76 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

**16**  
**RESOLUTION NO. 19-987**

**IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR THE HEATHERS AT GOLF VILLAGE NORTH SECTION 4, GRACE’S PLACE, AND HEATHER RIDGE SECTION 2:**

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

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WHEREAS, the Engineer recommends approving the Owner's Agreements for the Heathers at Golf Village North Section 4, Grace's Place, and Heather Ridge Section 2;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for the Heathers at Golf Village North Section 4, Grace's Place, and Heather Ridge Section 2 as follows:

**The Heathers at Golf Village North Section 4:**

**OWNER'S AGREEMENT  
PROJECT NUMBER: 7008**

**THIS AGREEMENT**, executed on this 7<sup>th</sup> day of October, 2019 between **PULTE HOMES OF OHIO, LLC**, 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 4**, further identified as Project Number 7008 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 **TWENTY THOUSAND DOLLARS (\$20,000)** 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

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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	\$622,400.00
CONSTRUCTION BOND AMOUNT	\$622,400.00
MAINTENANCE BOND AMOUNT	\$ 62,300.00
INSPECTION FEE DEPOSIT	\$ 20,000.00

Grace’s Place

OWNER’S AGREEMENT  
PROJECT NUMBER: 8004

THIS AGREEMENT, executed on this 7<sup>th</sup> day of October, 2019 between ROMANELLI SCHROCK ROAD INVESTMENTS, LLC, hereinafter called ‘OWNER’ and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as GRACE’S PLACE, further identified as Project Number 8004 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.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit TWENTY-SIX THOUSAND DOLLARS (\$26,000) 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

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**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	\$433,200.00
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 43,300.00
INSPECTION FEE DEPOSIT	\$ 26,000.00

**Heather Ridge Section 2**

**OWNER’S AGREEMENT**  
**PROJECT NUMBER: 8005**

**THIS AGREEMENT**, executed on this 7<sup>th</sup> day of October, 2019 between **HOMEWOOD CORPORATION**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **HEATHER RIDGE SECTION 2**, further identified as Project Number 8005 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



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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-FIVE THOUSAND DOLLARS (\$45,000)** 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	\$1,129,100.00
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 112,910.00
INSPECTION FEE DEPOSIT	\$ 45,000.00

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

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RESOLUTION NO. 19-988

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR FOURWINDS DRIVE NORTH, BEVELHYMER LOT 103 DIVISION #1, AND DUNCAN RUN CAD:**

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

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**Fourwinds Drive North**

WHEREAS, Brookdoc Investments, LLC, has submitted the Plat of Subdivision (“Plat”) for Fourwinds Drive North, 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 August 30, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on August 30, 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 September 3, 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 September 6, 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 September 30, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Fourwinds Drive North.

**Fourwinds Drive North**

Situated in the State of Ohio, County of Delaware, Township of Berkshire and Berlin, being in Farm Lots 2 and 3, Section 2, Township 4, Range 17, United States Military Lands, being 85.383 acres of land all out of that 125.849 acre tract conveyed to Brookdoc II Investments LLC, by Deed of Record in Official Record 1482, Page 462, being of Record in the Recorder’s Office, Delaware County Ohio. Cost: \$6.00.

**Bevelhymer Lot 103 Division #1**

WHEREAS, Jordan Street Homes, LLC, has submitted the Plat of Subdivision (“Plat”) for Bevelhymer Lot 103 Division #1 including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 3, 2019; and

WHEREAS, the Delaware General Health District has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on September 3, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on September 3 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 September 4, 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 September 5, 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 September 30, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Bevelhymer Lot 103 Division #1.

**Bevelhymer Lot 103 Division #1**

Situated in the State of Ohio, County of Delaware, Township of Genoa and being part of Farm Lot 8, Section 4, Township 3, Range 17, being a subdivision of 1.021 acre original parcel conveyed to Jordan Street Homes in Official Record 1611, Page 664 in the Delaware County Recorder’s Office. Cost: \$6.00.

**Duncan Run CAD**

WHEREAS, DNJS Investments, LLC, has submitted the Plat of Subdivision (“Plat”) for Duncan Run CAD, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners

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of Delaware County; and

WHEREAS, the Harlem Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 7, 2018; and

WHEREAS, Delaware General Health District has reviewed said Plat and Plans for conformance with its rules and regulations and approved said plat on November 9, 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 November 8, 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 November 15, 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 September 30, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Duncan Run CAD.

Duncan Run CAD

Situated in the State of Ohio, County of Delaware, Harlem Township, and being part of Farm Lots 24 and 25, Quarter Township 4, Township 3 North, Range 18 West, United States Military Lands, and containing 27.282 acres of land, more or less, and being all of that 17.461 acre tract of land conveyed to DNJS Investments, LLC of Record in Official Record 1480, Page 2707. Cost: \$12.00

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

19  
RESOLUTION NO. 19-989

IN THE MATTER OF ESTABLISHING DELAWARE COUNTY EMPLOYEE VISION INSURANCE RATES AND BENEFITS FOR 2020:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to establish group vision insurance coverage benefits for eligible Delaware County employees for 2020; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the group vision insurance coverage; and

WHEREAS, the Deputy County Administrator / Director of Administrative Services, and the Insurance & Risk Coordinator jointly recommend that the Board provide vision insurance benefits and rates for 2020 as described herein;

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

Section 1. The Board hereby approves group supplemental vision coverage, which shall be optional for each eligible Delaware County employee, via VSP Choice / Option 2 at the following rates:

- VSP Choice Plan C / Option 2:
- Frequency: 12/12/12
- Co-Pays: \$20 Exam / \$20 Materials
- RFA and ECL Allowance: \$130 and \$130
- Employee: \$7.18 per month
- Employee + Spouse: \$14.34 per month
- Employee + Child(ren): \$15.20 per month
- Family: \$24.28 per month

Section 2. The Delaware County employee vision insurance benefits established and approved herein shall take effect January 1, 2020, whereupon all prior vision insurance benefits and rates shall terminate.

Section 3. The Board of Commissioners hereby authorizes the Deputy County Administrator / Director of

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Administrative Services to execute the documents necessary to fulfill the 2020 renewal requirements with VSP.

(Documents available in the Administrative Services Department until no longer of administrative value).

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

**20**  
**RESOLUTION NO. 19-990**

**IN THE MATTER OF ESTABLISHING DELAWARE COUNTY EMPLOYEE DENTAL INSURANCE RATES AND BENEFITS FOR 2020:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to establish group dental insurance coverage benefits for eligible Delaware County employees for 2020; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the group dental insurance coverage; and

WHEREAS, the Deputy County Administrator / Director of Administrative Services, and the Insurance & Risk Coordinator jointly recommend that the Board provide dental insurance benefits and rates for 2020 as described herein;

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

Section 1. The Board hereby approves group supplemental dental coverage, which shall be optional for each eligible Delaware County employee, via Delta Dental Core and Delta Dental Buy Up at the following monthly rates:

<b>Delta Dental Core Plan:</b>	<b>Delta Dental Buy Up Plan:</b>
Employee: \$ 25.68 per month	Employee: \$35.91 per month
Employee + Spouse: \$52.44 per month	Employee + Spouse: \$72.16 per month
Employee + Child(ren) \$56.99 per month	Employee + Child(ren) \$81.04 per month
Family: \$91.15 per month	Family: \$126.82 per month

Section 2. Delaware County will contribute \$20.00 per employee per month for those employees who choose to participate in the County’s dental plan.

Section 3. The Delaware County employee dental insurance benefits established and approved herein shall take effect January 1, 2020, whereupon all prior dental insurance benefits and rates shall terminate.

Section 4. The Board of Commissioners hereby authorizes the Deputy County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2020 renewal requirements with Delta Dental.

(Documents available in the Administrative Services Department until no longer of administrative value.)

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

**21**  
**RESOLUTION NO. 19-991**

**IN THE MATTER OF APPROVING THE 2020 HEALTH INSURANCE RENEWAL WITH THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to continue the group health insurance coverage for Delaware County employees for 2020; and

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WHEREAS, in order to provide the most comprehensive and cost effective health insurance and prescription drug coverage within the available budget to the employees of Delaware County, the Board authorized continued participation in the County Employee Benefits Consortium of Ohio (CEBCO) for 2020; and

WHEREAS, the Deputy County Administrator / Director of Administrative Services and the Insurance & Risk Coordinator recommend accepting the Plan 250B and the prescription drug PPO plan with Anthem Rx renewal rates for 2020 from CEBCO; and

WHEREAS, Delaware County will provide the Anthem Medical PPO Plan 250 B and Anthem PPO Rx plan design for 2020 for eligible employees as described in Resolution No. 19-909; and

WHEREAS, the Board and CEBCO, in cooperation with Interactive Health, have initiated a member participant wellness program that promotes overall health and well-being in order to reduce healthcare costs (the “Wellness Program”); and

WHEREAS, the Board wishes to establish rates that, through premium differentials, incentivize participation in and successful completion of the Wellness Program in order to achieve the stated goals thereof;

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

Section 1. The Board hereby approves the following renewal rates for 2020 (Anthem Plan 250B and Anthem Rx) from CEBCO for those Delaware County employees and elected officials who, together with any covered spouse, successfully completed the 2019 Wellness Program and are eligible to receive the 2019 Wellness Program incentive (collectively, “Wellness Program Group A – Incentive Earned”):

WELLNESS PROGRAM GROUP A INCENTIVE EARNED Employee Share of the 2020 Anthem PPO Plan 250B Anthem PPO RX Insurance Rates	
Tier	Employee rate Per Pay Period
Employee	\$28.07
Employee + Spouse	\$64.38
Employee + Child(ren)	\$60.41
Employee + Family	\$96.72

Section 2. The Board hereby approves the following renewal rates for 2020 (Anthem Plan 250B and Anthem Rx) from CEBCO for those Delaware County employees and elected officials that are ineligible to receive the 2019 Wellness Program incentive for one or more of the following reasons: (a) the employee or official was hired or commenced service on or after May 1, 2019; (b) the employee or official successfully completed the 2019 Wellness Program, while the employee’s or official’s covered spouse did not successfully complete the 2019 Wellness Program; (c) the employee or official did not successfully complete the 2019 Wellness Program, while the employee’s or official’s covered spouse did successfully complete the 2019 Wellness Program; or (d) the official is prohibited from receiving a midterm change in compensation (collectively, “Wellness Program Group B – Exempt or Incentive Ineligible”):

WELLNESS PROGRAM GROUP B EXEMPT OR INCENTIVE INELIGIBLE 11% Employee Share of the 2020 Anthem PPO Plan 250B Anthem PPO RX Insurance Rates	
Tier	Employee rate Per Pay Period
Employee	\$40.57
Employee + Spouse	\$89.38
Employee + Child(ren)	\$72.91
Employee + Family	\$121.72

Section 3. The Board hereby approves the following renewal rates for 2020 (Anthem Plan 250B and Anthem Rx) from CEBCO for those Delaware County employees and elected officials who, together with any covered spouse, did not successfully complete the 2019 Wellness Program, are not subject to one of the exemptions set forth in Section 2 of this Resolution, and are, therefore, ineligible to receive the 2019 Wellness Program incentive (collectively, “Wellness Program Group C – Incentive Not Earned”):

WELLNESS PROGRAM GROUP C INCENTIVE NOT EARNED Employee Share of the 2020 Anthem PPO Plan 250B	
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Anthem PPO RX Insurance Rates	
Tier	Employee rate Per Pay Period
Employee	\$46.82
Employee + Spouse	\$101.88
Employee + Child(ren)	\$79.16
Employee + Family	\$134.22

Section 4. The Board of Commissioners hereby authorizes the Deputy County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2020 renewal requirements with CEBCO.

(Documents available in the Administrative Services Department until no longer of administrative value.)

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

**22**  
**RESOLUTION NO. 19-992**

**IN THE MATTER OF APPROVING AN INFRASTRUCTURE AND DEVELOPMENT  
AGREEMENT FOR THE LIBERTY SUMMIT DEVELOPMENT BY AND AMONG THE BOARD  
OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AND LIBERTY SUMMIT, LLC:**

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

**INFRASTRUCTURE AND DEVELOPMENT AGREEMENT  
FOR THE LIBERTY SUMMIT DEVELOPMENT**

This Infrastructure and Development Agreement (the “Agreement”) for the Liberty Summit Development (“LSD”) is made as of the last date of execution (the “Effective Date”), by and among the Board of Commissioners of Delaware County, Ohio (the “County”), and Liberty Summit, LLC, an Ohio limited liability company (“Liberty Summit”).

**RECITALS**

WHEREAS, Liberty Summit is presently engaged in the improvement of certain real property in Liberty Township, Ohio, located within Delaware County on 17.24 acres, more or less, on the north side of Old Home Road (TR 124A) (“Old Home Road”), (the “LSD Property”) and seeks to move forward with the LSD Property; and

WHEREAS, LSD Property is currently accessible for vehicular traffic only by a single full-service intersection at Old Home Road, generally located north of the intersection of Old Home Road and New Home Road (CR 124) (“New Home Road”); and

WHEREAS, a traffic impact study, titled “Southern Delaware County Ambulatory TIS,” dated January 16, 2019, and approved by the Delaware County Engineer on or about May 21, 2019 (the “TIS”), was conducted by The Ohio State University Medical Center (“OSUMC”) for a medical hospital to be located on real property adjacent to the LSD Property, and which TIS included site traffic expected to be generated by the LSD Property; and

WHEREAS, the OSUMC development is planned to occur on land within the Golf Village North Commercial development (“GVN”), and OSUMC has annexed the future OSUMC site from Liberty Township into the City of Powell, Ohio (“Powell”); and

WHEREAS, the approved TIS recommended certain roadway improvements for the public and private roadway network which exist within and off-site of the GVN, including widening and signalization at the Tullamore Drive and New Home Road intersection; and

WHEREAS, the TIS included the assumed future condition that the County planned to restrict access at the intersection of Old Home Road and New Home Road intersection, such that the access to the LSD Property is reduced only to either right in/right out or emergency access; and

WHEREAS, the TIS assumed the future condition that LSD Property traffic would be redirected to Limerick Lane, a private road within GVN, a recorded private easement for which access has been granted immediately adjacent to the west LSD Property boundary, and ultimately to the signalized intersection at Tullamore Drive and New Home Road, Tullamore Drive being a private road within GVN, a recorded private easement for which access has been granted to the LSD Property boundary; and

WHEREAS, on or about December 17, 2018, the County enacted Resolution No. 18-1394 to establish a



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tax increment financing district (the “OSUMC TIF” or “OSUMC TIF District”) for the land encompassing the planned OSUMC and which also included the LSD Property; and

WHEREAS, the County has informed Liberty Summit that the County intends to restrict access at the intersection of Old Home Road and New Home Road, at the County’s sole cost and expense, such that access to the LSD Property from the intersection of Old Home Road and New Home Road will be reduced to a right in/right out only access; and

WHEREAS, the County has represented to Liberty Summit its intention to perform larger scale roadway and utility improvements within the Home Road/Sawmill Parkway area to facilitate the OSUMC development, generally in accordance with the TIS recommendations, and otherwise that County will pursue various agreements with Powell, GVN and OSUMC as necessary to perform the roadway and utility improvements; and

WHEREAS, Liberty Summit seeks to memorialize its agreement with the County as pertains to the roadway access for LSD Property;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing Recitals are incorporated herein by this reference.
2. Liberty Summit was granted access rights allowing for legal access from the LSD Property to New Home Road over Limerick Lane and Tullamore Drive by virtue of the following:
  - a. a certain Reciprocal Access Easement Agreement dated as of July 19, 2019 entered into by and among Golf Village North LLC; GV4971LLC; First Commonwealth Bank; and R&KC Adventures II LLC; which REA was recorded on July 22, 2019 at Delaware County, Ohio Recorder’s Office Book 1650, Pages 1960-1979 (the “REA”);
  - b. Access Easement– Limerick Lane, dated as of July 19, 2019 executed by Golf Village North LLC, as grantor in favor of Schottenstein Real Property Group LLC, as grantee, which easement was recorded on July 22, 2019 at Delaware County, Ohio Recorder’s Office Book 1650, Pages 1980-1991 (the “Limerick Lane Access Easement”);
  - c. Access Easement – Home Road, dated as of July 19, 2019 executed by Golf Village North LLC, as grantor in favor of Schottenstein Real Property Group LLC, as grantee, which easement was recorded on July 22, 2019 at Delaware County, Ohio Recorder’s Office Book 1650, Pages 1991-2001 (the “Home Road Access Easement”);
  - d. Temporary Construction Easement, dated as of July 19, 2019 executed by Golf Village North LLC, as grantor in favor of Schottenstein Real Property Group LLC, as grantee, which easement was recorded on July 22, 2019 at Delaware County, Ohio Recorder’s Office Book 1650, Pages 1998 – 2004 (the “Temporary Construction Easement”)

(with the REA, the Limerick Lane Access Easement, the Home Road Access Easement and the Temporary Construction Easement being collectively referred to herein as the “Limerick Lane/Tullamore Drive Access and Utility Easements”).

Liberty Summit acknowledges its obligation to construct the connection between the LSD Property and Limerick Lane, at Liberty Summit’s sole cost and expense.

3. The County agrees that the LSD Property shall continue to have access via the full, 4-way access point at the intersection of Old Home Road and New Home Road, until such time as (1) all roadway improvements as recommended by the TIS, specifically the traffic light and related intersection improvements at Tullamore Drive and New Home Road, widening of Tullamore Drive, and new turn lanes, are constructed, accepted by all appropriate entities, and open for vehicular traffic with an operational traffic signal at the intersection of Tullamore Drive and New Home Road; and (2) the LSD roadway connection from the boundary of LSD Property to the existing private road Limerick Lane is fully constructed, accepted by all appropriate entities and open for vehicular traffic. The County expressly acknowledges and agrees that the LSD Property shall not lose the current full four-way movement access at the intersection of Old Home Road and New Home Road until both conditions set forth in this Section 3 have been fully satisfied, whereupon the County may convert the intersection of Old Home Road and New Home Road to a right in / right out access.

4. The parties acknowledge that there is an existing public sanitary sewer easement filed of record at Delaware County, Ohio Official Record Book 730, Page 2231 (the “Existing Sanitary Sewer Easement”) that extends to the western boundary of the LSD Property. By virtue of the Temporary Construction Easement referenced in Section 2(d) above, Liberty Summit was given the right to enter upon GVN in order to construct an extension of Limerick Lane and also to install utilities on GVN for the benefit of the LSD Property. The location of the existing Sanitary Sewer Easement is also shown of record in the re-plat of Lots 5140 through 5148 of the Golf Village North Commercial Revised Plat filed of record at Delaware County, Ohio Recorder’s Office Book 1650, Page 1968.



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Liberty Summit acknowledges its obligation to construct, at its sole cost and expense, all sanitary sewer facilities within the LSD Property and any sanitary sewer facilities within the Existing Sanitary Sewer Easement and the Temporary Construction Easement necessary to make connection between the sewer facilities within the LSD Property and the County's existing manhole (Delaware County Sewer District ID 09MH001779000006) within the Existing Sanitary Sewer Easement (the "On-Site Sewer Facilities").

5. The County agrees that Liberty Summit's cost contribution for the traffic impacts denoted in the approved TIS and any cost for any sanitary sewer facilities other than the On-Site Sewer Facilities shall be fully and completely satisfied by inclusion of the LSD Property within the OSUMC TIF, and Liberty Summit shall not be required to make any payments for the traffic impacts, the cost of the traffic signal at the intersection of Tullamore Drive and New Home Road, or for the cost of any other public improvements that are off-site from the LSD Property, including without limitation, the cost of improving any sewer facilities, lines or related improvements relating to capacity of the sewer system. In no event shall Liberty Summit be required to provide additional land for any traffic improvements, and in no event shall Liberty Summit be required to provide easements for utilities or other improvements that adversely affect the cost or the development of the LSD Property. In consideration of the specific terms and conditions set forth in Sections 3 above and this Section 5, Liberty Summit acknowledges and agrees to maintain the use of the LSD Property as a multi-family rental community for the ten (10) year period of the OSUMC TIF and to make pilot payments as required during that ten (10) year period. Liberty Summit acknowledges that the County, and any other agency as defined in R.C. 163.01, may acquire easements or other rights or interests in real property pursuant to Chapter 163 of the Revised Code.

6. If so desired by the County in the future, Liberty Summit agrees to enter into a contract with the County or the Delaware County Transportation Improvement District (the "TID") to construct the improvements recommended by the TIS for Limerick Lane from the boundary line of the LSD Property, to and including the intersection of Limerick Lane and Tullamore Drive, Tullamore Drive from its intersection with Limerick Lane, the Tullamore Drive/New Home Road intersection (with new roadway improvements), including the traffic signal. In general, the terms of such a contract for the roadway improvements as set forth above shall be a 'cost-plus' type agreement with monthly progress payments from the TID to Liberty Summit, and shall not require Liberty Summit or any other private entity to pay for or to finance the cost of any construction, land acquisition, or any other cost performed under this Section.

7. Subject to Section 5, this Agreement shall be freely assignable by Liberty Summit to any Schottenstein Real Estate Group, LLC affiliated entity or to any lender holding a mortgage on the LSD Property without prior approval or consent from the County.

8. As set forth in Section 3 above, the County plans to change the current full, 4 way access at the intersection of Old Home Road and New Home Road in the future, and further the County has agreed to retain the existing full, 4 way access at the intersection of Old Home Road and New Home Road until the conditions set forth in Section 3 are satisfied.

9. Any notice or demands, requests, permissions that may be requested or required under this Agreement shall be in writing and shall be deemed sufficiently given if hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the addresses set forth herein below:

(a) As to County:

Delaware County Commissioners  
101 N Sandusky Street  
Delaware, Ohio 43015

(b) As to Liberty Summit:

Schottenstein Real Estate Group LLC  
2 Easton Oval, Suite 510  
Columbus, Ohio 43219  
Attn: President

10. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective successors and assigns. The parties will observe and perform faithfully at all times all covenants, agreements and obligations under this Agreement. The parties acknowledge and agree that the terms and conditions of this Agreement involve governmental actions related to roadway access and improvements. Any failure of Delaware County to perform all provisions of this Agreement will cause immediate and irreparable damage to Liberty Summit and LSD, which damage is unable to be calculated adequately by money damages, such that an order for specific performance is acknowledged, accepted and consented to by Delaware County as an appropriate remedy for Liberty Summit. In the event equitable relief is sought to enforce any right as set forth herein including an order of specific performance, Delaware County acknowledges and agrees that any such action may be sought by Liberty Summit without the posting of a bond.

11. This Agreement may be executed in counterparts, each of which shall be regarded as an original and all of which constitute but one and the same document. Signatures transmitted by electronic means are deemed to be original signatures.

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12. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

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

**18**  
**RESOLUTION NO. 19-993**

**10:00A.M. PUBLIC HEARING FOR CONSIDERATION OF THE PROPOSED VACATION OF AN ABANDONED PORTION OF OLD EAST POWELL ROAD, PURSUANT TO SECTION 5553.04(A) OF THE REVISED CODE:**

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:04 A.M..

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

**18 continued**  
**RESOLUTION NO. 19-994**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment before the Board of County Commissioners of Delaware County, Ohio.

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

**18 continued**  
**RESOLUTION NO. 19-995**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE PROPOSED VACATION OF AN ABANDONED PORTION OF OLD EAST POWELL ROAD, PURSUANT TO SECTION 5553.04(A) OF THE REVISED CODE:**

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 10:08A.M..

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

**18 continued**  
**RESOLUTION NO. 19-996**

**IN THE MATTER OF APPROVING THE VACATION OF AN ABANDONED PORTION OF OLD EAST POWELL ROAD, PURSUANT TO SECTIONS 5553.07 AND 5553.10 OF THE REVISED CODE:**

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

WHEREAS, pursuant to section 5553.04(A) of the Revised Code, when the Delaware County Board of Commissioners (the “Board”) is of the opinion that it will be for the public convenience or welfare to vacate a public road, it shall so declare by resolution, which resolution shall set forth the general route and termini of the road, or part of the road, to be vacated; and

WHEREAS, the Delaware County Engineer has recommended that an abandoned portion of Old East Powell Road be vacated because East Powell Road has been realigned, there is no longer any perceptible public need for the abandoned portion of the road, and improvements have been constructed within the old alignment; and

WHEREAS, on July 29, 2019, the Board adopted Resolution No. 19-720, declaring its opinion that it would be for the public convenience or welfare to vacate an abandoned portion of Old East Powell Road; and

WHEREAS, the Board conducted a view of the proposed Vacation on Monday, September 9, 2019, at 1:30 P.M. in the vicinity of 3745 Powell Road Lewis Center, Ohio 43035; and

WHEREAS, the Board held a final hearing on the proposed Vacation on Monday, October 7, 2019, at 10:00 A.M., at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, all abutting landowners having been properly notified of the time and date thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE

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COUNTY, STATE OF OHIO:

Section 1. The Board hereby finds and determines that the vacation of an abandoned portion of Old East Powell Road, described as follows, would serve the public convenience and welfare:

Description

0.271 Acres Abandoned Right-of-Way Easement Vacation

THE FOLLOWING DESCRIPTION IS FOR THE SOLE INTENT AND PURPOSE OF DEFINING THE PORTION OF THE ABANDONED RIGHT-OF-WAY EASEMENT OF COUNTY ROAD 14 (POWELL RD.) WHICH CROSSES THE PROPERTY DESCRIBED IN O.R. 1339, PAGE 1484 AND WHICH IS EXCLUDED FROM THE PRESENT ROADWAY RIGHT-OF-WAY AS ACQUIRED IN O.R. 1381, PAGE 928. THIS DESCRIPTION AND ITS ACCOMPANYING EXHIBIT SHALL NOT BE USED FOR ANY FUTURE CONVEYANCE OF PROPERTY.

Being situated in Farm Lot 16, Quarter Township 4, Township 3 North, Range 18 West, Orange Township, Delaware County, State of Ohio and being a portion a 1.50 acre tract (Tract One) and a 0.354 acre tract (Tract Two) owned by Dallas & Julie Cooper per Official Record 1339, Page 1484 as recorded in the Delaware County Recorder's Office and being more particularly described as follows;

COMMENCING at a point at the intersection of the centerline of County Road 14 (Powell Rd.) with the centerline of Township Road 107 (Bale-Kenyon Rd.) as defined on the Centerline Plat of DEL-CR-14-0.317 as recorded in P.C. 4, Slide 37-37G, thence with the centerline of C.R. 14 South 47°-41'-38" East for a distance of 271.08 feet to a point on the southeast line of said 0.354 acre tract, thence with the Southeast line of said 0.354 acre tract North 63°-46'-42" East for a distance of 71.08 feet to a point on the south line of the abandoned County Road 14 and the True POINT OF BEGINNING;

Thence along said abandoned right-of-way line North 83°-21'-02" West for a distance of 102.29 feet to a point on the Northeast line of a channel easement delineated as 192-CH;

Thence along said channel easement North 50°-03'-39" West for a distance of 57.22 feet to an angle point in said channel easement;

Thence continuing along said channel easement South 42°-20'-50" West for a distance of 13.99 feet to a point on the Northeast line of the parcel conveyed the Board of Delaware County Commissioners as recorded in O.R. 1381, Page 928 and delineated as 192-WD;

Thence along said parcel 192-WD North 47°-37'-45" West for a distance of 68.44 feet to a point on the North line of the abandoned County Road 14;

Thence along said abandoned right-of-way line South 83°-21'-02" East for a distance of 264.16 feet to a point on the East line of said 1.50 acre tract;

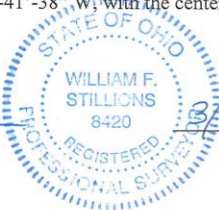
Thence along said East line of said 1.50 acre tract South 14°-03'-10" West for a distance of 30.25 feet to an iron pipe found at the Southeast corner of said 1.50 acre tract and the East corner of said 0.354 acre tract;

Thence along the Southeast line of said 0.354 acre tract South 63°-46'-42" West a distance of 55.27 feet to a point and the POINT OF BEGINNING.

Containing 0.271 acres more or less, subject to all legal highways, easements, restrictions, and agreements of record. This description was compile by William F. Stillions P.S. 8420 from a right-of-way plan completed by Steven L. Mulaney and William C. Leroy on August 21, 2014.

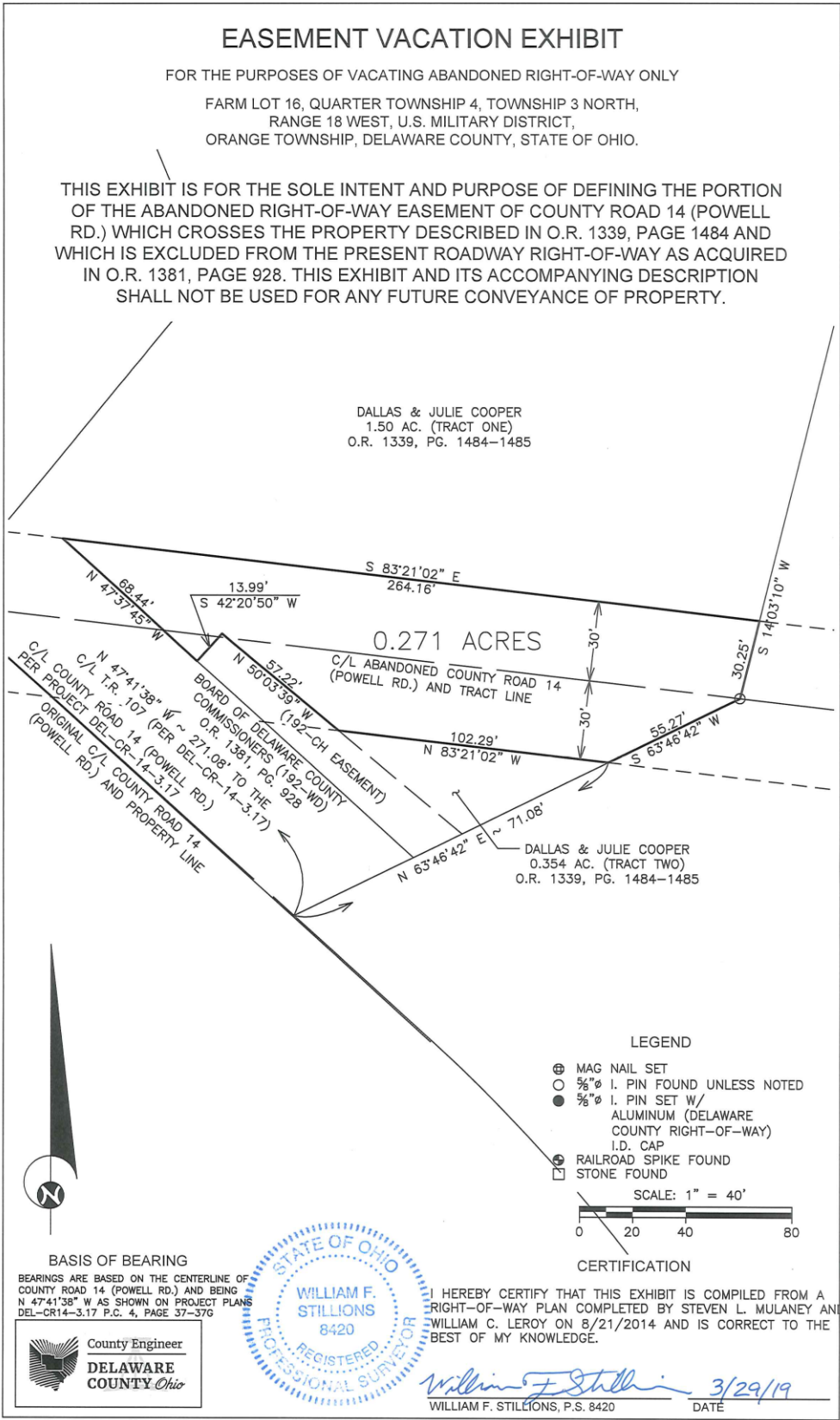
Basis of bearings is a recent Right-of-Way Project for Powell Road (DEL-CR14-3.17) centerline of Powell Road being N 47°-41'-38" W, with the centerline plat being recorded in P.C. 4, Slide 37-37G

*William F. Stillions*  
William F. Stillions, PS-8420



*8/29/19*  
Date

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Section 2. The Board hereby declares the abandoned portion of Old East Powell Road, as described in Section 1 of this Resolution, vacated, and such portion shall cease to be a public road. The portion of the road vacated herein shall be fully vested in the underlying landowners.

Section 3. The Clerk shall prepare a full record of the proceedings, including this Resolution, the survey, plat, and accurate and detailed description of the vacation, to be entered forthwith in the proper road records of the county by the Delaware County Engineer. The Board hereby directs the Clerk of the Board to also certify a copy of full record of the proceedings to the Delaware County Recorder.

Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board

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that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 5. This Resolution shall take effect immediately upon adoption.

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

**23**  
**ADMINISTRATOR REPORTS**  
Mike Frommer, County Administrator  
-No reports.

**24**  
**COMMISSIONERS’ COMMITTEES REPORTS**  
Commissioner Benton  
-There will be a TID Meeting this Wednesday.  
-The Delaware Area Career Center will host their Hall of Fame award ceremony this week. Cindy Dinovo will be the inductee.

Commissioner Merrell  
-Spoke at the unveiling of the Rutherford B. Hayes Memorial at First Friday. All of the committee members should be proud of their work.  
-Lillian Aleshire wrote a very nice thank you note for buying her big ‘Aaron’ at the County fair.

Commissioner Lewis  
-Recognizing Rutherford B. Hayes is long overdue.

**25**  
**RESOLUTION NO. 19-997**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:**

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 the purchase of property for public purposes.

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

**RESOLUTION NO. 19-998**

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

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

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

**10:25 RECESS/RECONVENE 1:34 P.M.**

**RESOLUTION NO. 19-999**

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

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:

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Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official.

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

**RESOLUTION NO. 19-1000**

**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                Mrs. Lewis        Aye        Mr. Merrell        Absent    Mr. Benton        Aye

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners