

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

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

**Present:**

**Barb Lewis, President  
Jeff Benton, Vice President**

**Absent:**

**Gary Merrell, Commissioner**

**1**

**RESOLUTION NO. 19-1033**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 14, 2019:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 14, 2019; and

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

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

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

**2**

**PUBLIC COMMENT**

**3**

**RESOLUTION NO. 19-1034**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1018, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1018 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1018:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1018, memo transfers in batch numbers MTAPR1018, Procurement Card Payments in batch number PCAPR1018 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
HD Supply/USA Blue	Operating Supplies Water Rec plants	66211900-5201	\$ 6,000.00
Facilities	Vehicle Maintenance/Repairs/Fuel	66211900-5228	\$ 5,000.00
Facilities	Vehicle Maintenance/Repairs/Fuel	66211900-5328	\$ 5,000.00
Beem's BP	Fuel Service Center	10011106-5228	\$ 50,000.00
Br. Development Disabilities	Outreach Program	70161606-5348	\$ 18,379.00
M Tech Co	Force Main Sewer Parts	66211900-5201	\$ 4,596.00
Core & Main	Force Main Sewer Parts	66211900-5292	\$ 7,961.38

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1904909	ALADTEC INC	ANNUAL TIME CLOCK AND SCHEDULING SUBSCRIPTION	10011303 - 5308	\$8,472.00
R1904965	FISHEL DOWNEY ALBRECHT &	CONTRACT NEGOTIATIONS	22411605 - 5361	\$10,000.00
R1904970	ASSIST 4 DENTIST LLC	TRAINING TUITION FEES	22411603 - 5348	\$5,995.00
R1904995	EVOQUA WATER TECHNOLOGIES LLC	VERSA DOSE UNIT - BIOXIDE DOSING CONTROLLER WITH	66211900 - 5450	\$20,360.00
R1905011	PELTON ENVIRONMENTAL PRODUCTS	DIFFUSERS AND AERATION PARTS - OECC	66211900 - 5201	\$17,814.90
R1905023	BLACK & VEATCH CORP	PROJECT	66611900 - 5410	\$6,000.00

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

---

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

**4  
RESOLUTION NO. 19-1035**

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

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

The Child Support Enforcement Agency is requesting that Christina Delong, Joyce Bowens, Tanya Kidd, Margaret Long, Jason Porter, Wendy Shannon, Stacey Brown, and Maxwell Kaiser attend OCDA Fall Training Conference in Columbus, Ohio October 21-22, 2019; at the cost of \$700.00 (fund number 23711630).

The Human Resources Department is requesting that Director Fishel attend The National Labor Relations Certification Program in Douglasville, Georgia from November 5-8, 2019 at the cost of \$2,497.00 (fund number 10011108).

The Code Compliance Department is requesting that Joseph Amato, Matt Davis, Ron Reid and Peggy Roberts attend an ODPCA Electrical and 2017 National Electrical Code Training in Columbus, Ohio on October 23, 2019 at the cost of \$200.00 (fund number 10011301).

The Emergency Communications Department is requesting that Tour Commander Karla Jacobs attend a Level 1 Journey into Power Baptiste Yoga Training in Sedona, Arizona from February 21-29, 2020 at the cost of \$5,925.00 (fund number 21411306).

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

**5  
RESOLUTION NO. 19-1036**

**IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE ORANGE VILLAGE CENTRE DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:**

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

WHEREAS, Resolution No.18-1188 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Orange Village Centre Drainage Maintenance Improvement Petition Project; and

WHEREAS, Resolution No. 18-1188 fixed the date of October 25, 2019, for filing of the reports, plans, and schedules; and

WHEREAS, additional time is required to allow for field survey, design, and engineer review; and

WHEREAS, upon filing of the reports, plans, and schedules, the Board of County Commissioners shall set a date and time for a public hearing for Orange Village Centre Drainage Maintenance Improvement Petition Project; and

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

Section 1. The Board hereby approves October 25, 2021, as the date for filing of the reports, plans, and schedules for Orange Village Centre Drainage Maintenance Improvement Petition Project.

Section 2. The Board hereby approves that, upon filing of the reports, plans, and schedule for the Orange Village Centre Drainage Maintenance Petition Project, the Clerk of the Board of Commissioners will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules.

Section 3. The Board hereby approves that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Orange Village Centre Drainage Maintenance Improvement Petition Project.

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

**6  
RESOLUTION NO. 19-1037**

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019

**IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE HIDDEN SPRINGS CONDOMINIUM DRAINAGE IMPROVEMENT PETITION PROJECT:**

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

WHEREAS, Resolution No. 18-1184 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Hidden Springs Condominium Drainage Improvement Petition Project; and

WHEREAS, Resolution No. 18-1184 fixed the date of October 25, 2019, for filing of the reports, plans, and schedules; and

WHEREAS, additional time is required to allow for field survey, design, and engineer review; and

WHEREAS, upon filing of the reports, plans, and schedules, the Board of County Commissioners shall set a date and time for a public hearing for the Hidden Springs Condominium Drainage Improvement Petition Project; and

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

Section 1. The Board hereby approves October 25, 2021, as the date for filing of the reports, plans, and schedules for the Hidden Springs Condominium Drainage Improvement Petition Project.

Section 2. The Board hereby approves that, upon filing of the reports, plans, and schedule for the Hidden Springs Condominium Drainage Improvement Petition Project, the Clerk of the Board of Commissioners will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules.

Section 3. The Board hereby approves that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Hidden Springs Condominium Drainage Improvement Petition Project.

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

**7  
RESOLUTION NO. 19-1038**

**IN THE MATTER OF RENEWING THE CONTRACT FOR SNOW REMOVAL SERVICES FOR DELAWARE COUNTY:**

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

WHEREAS, Delaware County awarded the bid and contracted with B & L Packrat, LLC, effective on November 1, 2017, for snow removal services; and

WHEREAS, per the terms of the bid contract, it may be renewed if agreed upon by both parties for two (2) additional one (1) year periods; and

WHEREAS, per the terms of the bid contract, an increase in costs may be negotiated upon renewal;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the renewal of the contract with B&L Packrat, LLC, for snow removal services for Delaware County for the first one (1) year period at the following rate:

Previous rate for snow removal and salt application for all locations \$4,015.00  
2019-2020 rate for snow removal and salt application for all locations \$4,605.00

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

**8  
RESOLUTION NO. 19-1039**

**IN THE MATTER OF APPROVING AN AMENDMENT TO AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:**

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the "Board") adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019

of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses and with the following Department Coordinator amendments:

**Amended Card for Sheila Perin:**

Appointing Authority: Commissioners  
Office/Department: Emergency Medical Services

Daily spending per card: \$2,500  
Monthly spending per card: \$7,500  
Single transaction limit: \$3,000  
Daily number of transactions per card: 10  
Monthly number of transactions per card: 50  
Department Coordinator: Sarah Dinovo

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

9

**RESOLUTION NO. 19-1040**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR THE ENCLAVE AT ABBEY KNOLL:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for The Enclave at Abbey Knoll;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for The Enclave at Abbey Knoll:

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

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 21<sup>st</sup> day of October 2019, by and between **Josh Morgan Construction, LLC**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Sanitary Improvements Plan The Enclave at Abbey Knoll** 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 Improvements Plan The Enclave at Abbey Knoll**, dated **March 27, 2019**, and approved by the County on **April 15, 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 **26** 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:

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019

---

- (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 (**\$256,700.00**) 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 2 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 **The Enclave at Abbey Knoll**.

**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 Improvements Plan The Enclave at Abbey Knoll (\$8,985.00)**. 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 Improvements The Enclave at Abbey Knoll (\$21,820.00)**. 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 her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Improvements Plan The Enclave at Abbey Knoll** 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.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

---

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 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. Merrell              Absent   Mrs. Lewis              Aye              Mr. Benton              Aye

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

---

**10**

**RESOLUTION NO. 19-1041**

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

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

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

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

Permit #	Applicant	Location	Type of Work
U19-176	Suburban Natural Gas	Vinmar Section 4 & 5	Install gas main
U19-177	Columbia Gas	Old Liberty Road	Relocate gas main

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

**11**

**RESOLUTION NO. 19-1042**

**IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING SURETY FOR OLENTANGY FALLS EAST SECTION 2:**

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

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Olentangy Falls East Section 2 (“Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.13 mile to Township Road Number 1662, Briar Drive
- An addition of 0.13 mile to Township Road Number 1627, Crayfish Court
- Royal Pines Drive, to be known as Township Road Number 1733; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer recommends the following stop conditions be established within the Subdivision:

- On Township Road Number 1662, Briar Drive, at its intersection with Township Road Number 1733, Royal Pines Drive
- On Township Road Number 1627, Crayfish Court, at its intersection with Township Road Number 1662, Briar Drive; and

WHEREAS, the Engineer requests approval to return the letter of credit being held as maintenance surety to the owner, Rockford Homes;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, approves speed limits, establishes stop conditions, and releases the surety in accordance with the Engineer’s recommendations stated herein.

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

**12**

**RESOLUTION NO. 19-1043**

**IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS AND DITCH MAINTENANCE ASSESSMENTS FOR NORTHLAKE PRESERVE AND MAPLE GLEN:**

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

**Northlake Preserve**

WHEREAS, on October 21, 2019, a Ditch Maintenance Petition for Northlake Preserve (the “Petition”) 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

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

---

Northlake Preserve located off of Fourwinds Drive in Berkshire 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 \$1,489,479.31 (for Section 1 and Future Sections) for the benefit of the lots being created in this subdivision. 211 lots (Total all sections) are being created in this plat and future plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$7,059.14 per lot. An annual maintenance fee equal to 2% of this basis (\$141.18) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in Section 1 (46 lots) in the amount of \$6,494.28 has been paid to Delaware County, receipt of which is hereby acknowledged.

- Future Assessments to be paid at time of platting of each section:
- Section 2 (35 Lots) \$4,941.30
- Section 3 (31 Lots) \$4,376.58
- Section 4 (32 Lots) \$4,517.76
- Section 5 (38 Lots) \$5,364.84
- Section 6 (29 Lots) \$4,094.22

**Maple Glen**

WHEREAS, on October 21, 2019, a Ditch Maintenance Petition for Maple Glen (the “Petition”) 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 Maple Glen located off of Africa Road in Berlin 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 \$235,863.03 for the benefit of the lot(s) being created in this site. 14 lots are created in these plats and each lot received an equal share of the benefits (cost) of the project. The basis for calculating the assessment for each lot is therefore \$16,847.36 per lot. An annual maintenance fee



**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

---

equal to 2% of this basis (\$336.95) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$4,717.30 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

**13**

**RESOLUTION NO. 19-1044**

**IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR OXFORD WOODS:**

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for Oxford Woods;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Oxford Woods as follows:

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 9012**

**THIS AGREEMENT**, executed on this 21<sup>st</sup> day of October, 2019 between **PRINCIPLE REAL ESTATE DEVELOPMENT, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **OXFORD WOODS**, further identified as Project Number 9012, is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-TWO THOUSAND DOLLARS (\$42,000)** 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**.

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

---

**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	\$591,915
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 59,200
INSPECTION FEE DEPOSIT	\$ 42,000

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

**14**

**RESOLUTION NO. 19-1045**

**IN THE MATTER OF APPROVING THE PRELIMINARY TERM SHEET WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR A STATE INFRASTRUCTURE BANK LOAN FOR AFRICA AND CHESHIRE ROAD RESURFACING PROJECT:**

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

WHEREAS, the Delaware County Engineer recommends approval of a preliminary term sheet with the Ohio Department of Transportation for a State Infrastructure Bank loan for Africa and Cheshire Road resurfacing project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Preliminary Term Sheet with the Ohio Department of Transportation for a State Infrastructure Bank Loan for Africa and Cheshire Road Resurfacing Project:

State of Ohio – Ohio Department of Transportation State Infrastructure Bank Loan  
*Is proposing to provide financing for the*  
County of Delaware  
*In partnership with the*  
Mid-Ohio Regional Planning Commission (“MORPC”)  
**Africa and Cheshire Road Resurfacing Project**  
October 4, 2019

**PRELIMINARY TERM SHEET**

*The following is provided for discussion purposes only. Final details of the financing structure will be determined upon review by the participating parties.*

**I. PROJECT INFORMATION**

On September 26, 2016 the Board of Commissioners of the County of Delaware passed a resolution authorizing the submittal of an application to the Ohio Department of Transportation (“ODOT”) for State Infrastructure Bank (“SIB”) funding in the amount of \$3,382,400 to finance the resurfacing of Africa Road

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

---

starting North of Jaycox Road to South of Cheshire Road and the resurfacing of Cheshire Road starting East of South Old State Road to West of Africa Road. Outlined below are the terms and conditions of the Ohio Department of Transportation, State Infrastructure Bank, direct loan transaction with the County of Delaware (the “Borrower”), and in cooperation with MORPC, to complete the resurfacing of Africa and Cheshire Road (the “Project”).

**Loan #: 190020**  
**PID #: 103828**  
**TIP #: 3263**  
**STIP ID #: XXX**

**II. SOURCES AND USES OF FUNDS**

**Sources & Uses of Funds:** See attached Schedule I for further details.

<u>Sources</u>		<u>Uses</u>	
SIB Loan	\$ 3,382,400	Preliminary Engineering	\$ 338,839
CEAO STP	\$ 1,062,120	Construction (Resurfacing)	\$ 5,333,424
Local	\$ 1,927,743	Construction (Turn Lanes)	\$ 700,000
County of Delaware Equity	\$ 8,000	SIB Closing Costs	\$ 8,000
<b>Total</b>	<b>\$ 6,380,263</b>	<b>Total</b>	<b>\$ 6,380,263</b>

**Estimated SIB Loan Repayment Schedule:** See attached Schedule II.

**MORPC and County of Delaware Breakout Schedule:** See attached Schedule III.

**III. FINANCIAL TERMS OF THE SIB LOAN**

**Loan Amount from SIB:** \$ 3,382,400  
**Lender:** State of Ohio, Ohio Department of Transportation  
**Borrower:** County of Delaware

**Contacts:** Michael Frommer  
County Administrator Phone: (740) 833-2100  
[mfrommer@co.delaware.oh.us](mailto:mfrommer@co.delaware.oh.us)  
  
Tiffany Jenkins  
Senior Project Engineer Phone: (740) 833-2400  
[tjenkins@co.delaware.oh.us](mailto:tjenkins@co.delaware.oh.us)

**Address of Borrower:** 101 North Sandusky Street Delaware, Ohio 43015

**County:** Delaware

**Closing:** May 1, 2020 (Estimated)

**Final Maturity of Loan:** November 1, 2025 (Estimated)

**Term of Loan:** 5.5 Years (3-year level principal amortization)

**Loan Repayments:** There will be no interest assessed on the loan from the date of closing through the last day of the 12th month. The Borrower will be required to make semi-annual interest payments commencing on the first day of the 19th month after the Closing Date through to the maturity on November 1, 2025. The interest amounts are due in arrears and will be based upon the outstanding principal amount of the loan from time to time. MORPC will be required to make principal payments (the “MORPC’s Payments”) beginning on the first day 36th months after Closing through final maturity on November 1, 2025. The projected principal and interest payments breakout schedule is estimated in Schedule III.

**Expected Construction Start Date:** May 1, 2020

**Expected Construction**

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

---

**Completion Date:** August 7, 2020

**Prepayment of Loan:** Prepayment of the State loan, in whole or in part, will be at the option of the Borrower. Any prepayment of the loan prior to the 36th month following closing will be subject to a 3.0% premium.

**Interest Rate:** The following interest rates will be assessed during the designated time periods:

<u>Months</u>	<u>Interest Rate</u>
1- 12	0.00%
13-66	3.00%

**Source of Repayment:  
(Partnering Agreement)**

**MORPC Commitment**

MORPC has entered into a partnering agreement with the County of Delaware to assist in the financing of the Project. MORPC receives an Annual Federal Allocation of approximately \$35 million of federal transportation funds for use in Central Ohio. These funds come from three federal programs:

- Surface Transportation Block Grant (STBG), formerly the Surface Transportation Program (STP)
- Congestion Mitigation and Air Quality Improvement Program (CMAQ)
- Transportation Alternatives Program (TAP)

MORPC has allocated up to \$1,127,467 per year beginning in year 2023 to pay loan principal due as scheduled beginning on May 1, 2023 through final maturity on November 1, 2025. **MORPC will agree to allow ODOT to use the proportioned amount for the Project in MORPC’s Annual Federal Allocation which is administered by ODOT to repay 100% of the scheduled principal.**

**Delaware County Commitment**

The SIB Loan shall be a special obligation of the County, and, except as otherwise provided in the Series 2015 Bonds Trust Agreement, the SIB Loan debt service shall be payable equally and ratably, on a parity with the Series 2015 Bonds, solely from the 2007 County Sales Tax Receipts and the Pledged Funds, as defined below.

The County further agrees that if monies from the 2007 County Sales Tax Receipts and monies on deposit in the Pledged Funds shall be insufficient to pay SIB Loan debt service and Series 2015 Bond Service Charges in any year, the County acting through its County Auditor and/or County Administrator will include an amount equal to the Annual Fund Deficiency, as defined below, as a line item in the appropriation resolution relating to the County’s annual budget for the next succeeding fiscal year (which currently would also be the next succeeding calendar year) so that subject to the Board of County Commissioners’ discretion pursuant to the following section, sufficient amounts will be available to pay the SIB Loan debt service and Bond Service Charges during the next succeeding calendar year.

The County and the SIB acknowledge that (i) the County’s Board of County Commissioners has sole and exclusive legal authority to adopt appropriation measures on behalf of the County, (ii) the Board of County Commissioners may in its sole discretion determine to include or exclude the line item in the appropriation as recommended by the County Auditor and/or County Administrator and (iii) notwithstanding the terms of this Agreement, the Board of County Commissioners is under no legal obligation to include a line item in the annual appropriation resolution for all or any portion of the Annual Fund Deficiency. In the event the Board of County Commissioners shall determine not to appropriate moneys to pay all or any portion of the Annual Fund Deficiency, the County shall within five (5) business days of such determination notify the SIB, provided that such failure to appropriate shall not constitute an Event of Default hereunder.

In the event such Appropriation is made by the Board of County Commissioners, the County shall pay such portion of the amount so

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

---

appropriated to the SIB not later than fifteen (15) days prior to the first Interest Payment Date in the next succeeding calendar year after taking into consideration those amounts which are then available for the payment of the SIB Loan debt service and Bond Service Charges required to be paid on such date.

The Board of County Commissioners, the County Auditor, the County Administrator and other officers and employees of the County shall take such actions as may be necessary or appropriate to effect such payment subsequent to an appropriation. In the event that prior to the date on which the County is required to pay to the SIB all or a portion of the Annual Fund Deficiency the SIB receives moneys from MORPC such that amounts from those funds will be sufficient to eliminate all or a portion of that Annual Fund Deficiency, then the SIB will promptly provide notice to the County and the County will not be obligated to remit such reduced portion of the Annual Fund Deficiency to the SIB.

In the event the Board of County Commissioners shall determine to appropriate moneys to pay the Annual Fund Deficiency, the County shall within five (5) business days of such determination deliver to the SIB, (i) a certified copy of the appropriation resolution or supplemental resolution, to the extent required, (ii) an excerpt of the annual or supplemental operating budget supporting that Appropriation for the next succeeding calendar year, to the extent required and (iii) a statement of the County Auditor certifying whether the Board of County Commissioners of the County has appropriated sufficient funds to enable the County to pay to the Trustee the Annual Fund Deficiency. In connection with any Appropriation, the Board of County Commissioners of the County may provide for the adjustment of any Appropriation to the extent that moneys are received by the SIB for the payment of SIB Loan debt service prior to the date the payment of the Annual Fund Deficiency is required to be made.

The County intends and reasonably believes that legally available funds can be obtained from time to time, and an appropriation of those funds can be made from time to time, in an amount sufficient to pay, to the extent required, the Annual Fund Deficiency. Further, the County, through its County Auditor and its County Administrator, intends to do all things lawfully within each such officer's power to obtain and maintain funds from which such payments can be made as and when required; however, any payments under this Section remain subject to appropriation by the Board of County Commissioners.

The obligations of the County stated above shall not constitute a general obligation or an indebtedness of the County within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by the County, or an obligation by the County, of any taxes or other moneys to provide for the payments described above.

**Definitions:**

“*2007 County Sales Tax*” means, collectively, the sales tax and companion use tax approved by the County pursuant to the 2007 County Sales Tax Resolution at the rate of three-quarters of one percent (0.75%), one-half of one percent (0.50%) being authorized under Sections 5739.021 and 5741.021 of the Ohio Revised Code and one-quarter of one percent (0.25%) being authorized under Sections 5739.026 and 5741.023 of the Ohio Revised Code, all for the purpose of providing additional general revenues for the County.

“*2007 County Sales Tax Receipts*” means the proceeds of the 2007 County Sales Tax distributed to and received by the County from time to time.

“*2007 County Sales Tax Resolution*” means Resolution No. 07-541 adopted by the Board on May 7, 2007.

“*Annual Fund Deficiency*” means, an amount determined herein for any calendar year which shall equal the difference between (i) the annual SIB Debt service and Series 2015 Bond Service Charges for such calendar year less (ii) the sum of (a) 2007 County Sales Tax Receipts plus (b) any amounts then on deposit in the Pledged Funds.

“*Pledged Funds*” means the 2007 County Sales Tax Bond Service Fund

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

(including the Interest Payment Account and the Principal Payment Account contained therein) and any other funds, and accounts therein, established and assigned to and held by the Trustee as security for the Series 2015 Bonds pursuant to the Master Trust Agreement and all money in the Pledged Funds and accounts therein and all income and profit from the investment of that money.

*Series 2015 Bonds*” means the County’s \$41,000,000 Sales Tax Supported Bonds, Series 2015, dated July 7, 2015.

**Additional Bonds/Loan Test For Pledged Revenues:**

Additional Bonds Test means the additional bonds coverage test as referenced in the Series 2015 Bonds Trust Indenture stating that “so long as the Series 2015 Bonds are outstanding it (the County) will issue no additional bonds unless the aggregate amount of the 2007 County Sales Tax Receipts received during the fiscal year immediately preceding the year of issuance of those additional bonds, including the SIB Loan obligations is at least equal to **one hundred thirty-five percent (135%) of the maximum annual debt service** required to be paid in the current or any succeeding calendar year on all of the bonds/loans to be outstanding immediately after the issuance of those additional bonds.

**Coverage Analysis:**

Historically, the 2007 County Sales Tax Receipts have generated \$32,891,325, \$34,184,572, and \$36,4016,204 in the years 2016, 2017 and 2018 respectively.

See attached Schedule II and Schedule III for SIB Loan repayment details.

The County of Delaware is rated AAA by S&P Global Aa1 by Moody’s. Below please find the Historical and Projected Debt Service coverage ratios.

Year	2017	2018	2019*	2020*	2021*
<b>Historical/Projected 2007 County Sales Tax Receipts</b>	<b>\$34,184,572</b>	<b>\$36,416,204</b>	<b>\$36,416,204</b>	<b>\$36,416,204</b>	<b>\$36,416,204</b>
<b>Projected Annual Allocation from MORPC</b>	<b>\$1,127,467</b>	<b>\$1,127,467</b>	<b>\$1,127,467</b>	<b>\$1,127,467</b>	<b>\$1,127,467</b>
<b>- Existing Debt Service1</b>	<b>(\$2,098,413)</b>	<b>(\$2,298,463)</b>	<b>(\$2,291,913)</b>	<b>(\$2,188,813)</b>	<b>(\$2,237,413)</b>
<b>- New SIB loan Debt Service2</b>	<b>(\$1,220,483)</b>	<b>(\$1,220,483)</b>	<b>(\$1,220,483)</b>	<b>(\$1,220,483)</b>	<b>(\$1,220,483)</b>
<b>= Cash Margin</b>	<b>\$31,993,144</b>	<b>\$34,024,726</b>	<b>\$34,031,276</b>	<b>\$34,134,376</b>	<b>\$34,085,776</b>
<b>Combined DSCR</b>	<b>10.64x</b>	<b>10.67x</b>	<b>10.69x</b>	<b>11.01x</b>	<b>10.86x</b>
<b>DSCR without MORPC</b>	<b>10.30x</b>	<b>10.35x</b>	<b>10.37x</b>	<b>10.68x</b>	<b>10.53x</b>

\* *Projected 2007 County Sales Tax Receipts Beginning in Year 2019.*

1 The 2007 County Sales Tax Receipts is also pledged to service Delaware County’s Sales Tax Revenue Bonds Series 2015 (Sawmill Parkway). Annual debt service allocations are shown above.

2 Annual debt service is not level because principal payments are kept level. As a result, the maximum debt service (in year 2023) is used for the calculation.

**IV. COVENANTS**

- a) On an annual basis, provide to ODOT, audited financial statements and a certificate of available resources for the Borrower;
- b) Provide all environmental approvals, if any, for the Project prior to closing;
- c) Pay state prevailing wages on all construction contracts, if applicable;
- d) Provide evidence that all funding sources are secured and available, or have been expended for their intended use, at the time of SIB Loan closing; and
- e) Agree to subordinate any future pledges of the 2007 County Sales Tax Receipt if in any one calendar year (as projected) the expected 2007 County Sales Tax Receipts when divided by the scheduled annual debt service amount of outstanding obligations pledged to be paid from the Debt Service Fund is equal to or less than 1.35.

**V. ACCEPTANCE**

Upon acceptance of the terms herein, County of Delaware shall sign and submit to the Ohio Department of Transportation, Brenna Smathers, 1980 W. Broad Street, mailstop 2130, Columbus, Ohio 43223. This agreement will be terminated if not signed and received by October 25, 2019. The SIB Loan documents must be executed by December 15, 2019 or the loan will be canceled and

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 21, 2019**

---

closed. If an application is resubmitted for the same project, an application fee of \$5,000 will be assessed.

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

**15**

**RESOLUTION NO. 19-1046**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS:**

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

**Supplemental Appropriation**

40311454-5319	Fancher Rd Watershed Drainage/Reimbursements	2,735.63
40311454-5328	Fancher Rd Watershed Drainage/Maintenance & Repair Services	10,000.00

**Transfer of Funds**

From	To	
10110107-5801	10011102-4601	12,354.49
Unclaimed Funds/Interfund Transfer	Commissioners General/Interfund Revenues	
44311437-5801	10040421-4601	750,000.00
Slate Ridge Redev Tax Equiv Fund/Interfund Transfer	Road & Bridge Projects/Interfund Revenues	

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

**16**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-No reports.

**17**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

- Attended the reception for Tim Davis who is the new Convention and Visitor Bureau's director.
- Will attend the Financial Health Indicator with the State of Ohio Auditor tomorrow.
- The Great Places celebration was Thursday in Downtown Delaware.
- The Veteran's Day parade will be Sunday, November 10<sup>th</sup>.

Commissioner Lewis

-Attended the Stratford Ecological Center's Fall Color Spectacular.

There being no further business, the meeting adjourned.

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

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

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

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