

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019**

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

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

1
RESOLUTION NO. 19-1084

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 31, 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 31, 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. 19-1085

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1101 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1101:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1101, memo transfers in batch numbers MTAPR1101 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1905181	S M MILLER CONSTRUCTION CO INC	REPAIRS TO UNDERGROUND FUEL TANK - OECC	66211900 - 5328	\$21,607.00
R1905197	SOIL & WATER CONSERVATION DISTRICT	DITCH PETITION CHARGES	10011102 - 5328	\$26,716.95
R1905198	COMMISSIONERS	ENGLISH #346 PETITION CHARGES	40311470 - 5328	\$509.07
R1905198	COMMISSIONERS	FANCHER PETITION CHARGES	40311454 - 5328	\$5,560.58
R1905198	COMMISSIONERS	GORSUCH JOINT COUNTY PETITION CHARGES	40311472 - 5328	\$964.96
R1905198	COMMISSIONERS	HIDDEN SPRINGS PETITION CHARGES	40311468 - 5328	\$175.34
R1905198	COMMISSIONERS	ORANGE VILLAGE PETITION CHARGES	40311469 - 5328	\$175.34
R1905198	COMMISSIONERS	KINGSTON #2017-1 PETITION CHARGES	40311463 - 5328	\$1,364.17
R1905198	COMMISSIONERS	KINGSTON #2017-2 PETITION CHARGES	40311467 - 5328	\$3,194.75
R1905198	COMMISSIONERS	LANETTA LANE PETITION CHARGES	40311474 - 5328	\$244.86
R1905198	COMMISSIONERS	NORRIS RUN PETITION CHARGES	40311460 - 5328	\$3,018.05

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019**

R1905198	COMMISSIONERS	RADNOR TWP #2015-1 PETITION CHARGES	40311458 - 5328	\$4,060.75
R1905198	COMMISSIONERS	RIBOV #620 PETITION CHARGES	40311450 - 5328	\$2,663.82
R1905198	COMMISSIONERS	RUDER EAST PETITION CHARGES	40311465 - 5328	\$1,808.49
R1905198	COMMISSIONERS	RUDER WEST PETITION CHARGES	40311466 - 5328	\$2,011.1
R1905198	COMMISSIONERS	THOMAS #9 PETITION CHARGES	40311453 - 5328	\$159.91
R1905198	COMMISSIONERS	TOOT #98 PETITION CHARGES	40311417 - 5328	\$805.76

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

**4
RESOLUTION NO. 19-1086**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners' Office is requesting that Commissioner Lewis attend the 2020 Legislative Conference in Washington, D.C. from February 27-March 3, 2020 at the cost of \$4182.80 (fund number 10011101).

The Commissioners' Office is requesting that Commissioner Merrell attend the 2020 Legislative Conference in Washington, D.C. from February 27-March 3, 2020 at the cost of \$4182.80 (fund number 10011101).

The Emergency Medical Services Department is requesting an addendum to the travel approved on October 21, 2019 for Director Jeff Fishel attend the National Labor Relations Certificate Program in Douglasville, GA from November 5-8, 2019 for an additional cost of \$1375.00 (fund number 10011303).

The Emergency Medical Services Department is requesting an addendum to the travel approved on September 23, 2019 for Scott Gano to attend the Air Medical Transport Conference in Atlanta, Georgia for an additional \$300.00 (fund number 10011303).

The Economic Development Department is requesting an addendum to the travel approved on September 5, 2019 to attend the CDFA National Economic Development Conference in Tampa, Florida from November 3-9, 2019.

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

**5
RESOLUTION NO. 19-1087**

IN THE MATTER OF ACCEPTING A DONATION MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Liberty Presbyterian Church has donated 100 Thanksgiving food boxes to the Delaware County Department of Job and Family Services to be given to families the agency is working with, including kinship caregivers and foster parents; and

WHEREAS, the value of the Thanksgiving food boxes has been set at \$5,000; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept the Thanksgiving food boxes and offer thanks to all involved in this collaborative effort for their generous support of the Delaware County Department of Job and Family Services and the families of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts this donation of \$5,000 in Thanksgiving food boxes to the Delaware County Department of Job and Family Services and thanks the Liberty Presbyterian Church for the thoughtful generosity and commitment to the

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019**

families of Delaware County.

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

6

RESOLUTION NO. 19-1088

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR LIBERTY SUMMIT:

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

WHEREAS, on November 4, 2019, a Ditch Maintenance Petition for Liberty Summit (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 Liberty Summit located off of Home Road in Liberty Township; 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 \$16,041.27 for the benefit of the lot(s) being created in the subject site. The developed area of 17.2 acres will receive of the benefit (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$932.63 per acre. An annual maintenance fee equal to 2% of this basis (\$18.65) will be collected for each developed 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 in the amount of \$320.78 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

7

RESOLUTION NO. 19-1089

IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR HYATTS CROSSING AND NORTH FARMS SECTION 9:

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

WHEREAS, the Engineer recommends approving the Owner's Agreements for Hyatts Crossing and North Farms Section 9;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for Hyatts Crossing and North Farms Section 9 as follows:

Hyatts Crossing:

OWNER'S AGREEMENT
PROJECT NUMBER: 9024

THIS AGREEMENT, executed on this 4th day of November, 2019 between **PULTE HOMES**, hereinafter called "OWNER" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **HYATTS CROSSING**, further identified as Project Number 9024 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:

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019**

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTY THOUSAND THREE HUNDRED DOLLARS (\$50,300)** 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"

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019**

CONSTRUCTION BOND AMOUNT	\$628,500
MAINTENANCE BOND AMOUNT	\$ 62,850
INSPECTION FEE DEPOSIT	\$ 50,300

North Farm Section 9

**OWNER'S AGREEMENT
PROJECT NUMBER: 9016**

THIS AGREEMENT, executed on this 4th day of November, 2019 between **ROCKFORD HOMES, INC.**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTH FARMS SECTION 9**, further identified as Project Number 9016 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-NINE THOUSAND DOLLARS (\$29,000)** 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 JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019**

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	\$971,900
CONSTRUCTION BOND AMOUNT	\$971,900
MAINTENANCE BOND AMOUNT	\$ 97,200
INSPECTION FEE DEPOSIT	\$ 29,000

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

**8
RESOLUTION NO. 19-1090**

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE, AND BID OPENING DATE AND TIME FOR THE CURVE SIGNING PROJECT:

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

WHEREAS, the Delaware County Engineer recommends approval of the Plans, Specifications, Estimate and Bid Opening Date and Time for the Curve Signing Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Plans, Specifications, Estimate and Bid Opening Date and Time for the Curve Signing Project:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, December 3, 2019, at which time they will be publicly received and read aloud, for the project known as:

Curve Signing Project

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before June 30, 2020. The estimated commencement of work date is December 16, 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.

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019

Delaware Gazette Advertisement Dates: November 8, 2019

INFORMATION FOR BIDDERS

LOCATION

Curves on roads throughout Delaware County, Ohio.

PROJECT SCOPE

Upgrade warning signs at curves within county roadways.

ODOT SPECIFICATIONS

The State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2019 and the noted Proposal Notes, Special Provisions, Supplemental Specifications and Standard Construction Drawings shall govern this project unless otherwise directed by the Delaware County Engineer. Copies of the State of Ohio, Department of Transportation, Construction and Material Specifications may be purchased by contacting the Ohio Department of Transportation, Office of Contracts, 1980 West Broad Street, Columbus, Ohio 43223. Phone (614) 466-3778 or 3200: Customer Service.

Within the State of Ohio, Department of Transportation, Construction and Material Specification, wherever the word "State" occurs, it is to mean OWNER. Wherever the word "Department" occurs, it is to mean OWNER. Wherever the words "Director", "Deputy Director" or "Engineer" occur or any other reference to a State of Ohio employee, it is to mean DELAWARE COUNTY ENGINEER.

CONTRACT SCHEDULE

The Owner requires that all work associated with the project be completed on or before June 30, 2020. The estimated date of commencement is December 16, 2019.

FUNDING

The project is funded by Delaware County. No federal funding is provided for this project.

OWNER:

The owner of the project is the Delaware County Board of Commissioners. The primary point of contact for the owner shall be:

Brian Dilley
Deputy Construction Engineer
50 Channing Street
Delaware, OH 43015
Phone: (740) 833-2400
Fax: (740) 833-2399

Please direct all Pre-Bid questions to the project site on the www.BidExpress.com webservice.

Web: www.DelawareCountyEngineer.org

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

**9
RESOLUTION NO. 19-1091**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CENTRAL OHIO BUILDING COMPANY, INC. FOR THE PROJECT KNOWN AS RUDER WEST DRAINAGE IMPROVEMENT PROJECT – DELAWARE COUNTY:

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

**Ruder West Drainage Improvement Project – Delaware County
Bid Opening of October 1, 2019**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Central Ohio Building Company, Inc., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Central Ohio Building Company, Inc. for the project known as Ruder West Drainage Improvement Project – Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid to and approves the Contract with Central Ohio Building Company, Inc., for the project known as Ruder West Drainage Improvement Project – Delaware County.

CONTRACT

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019**

THIS AGREEMENT is made this 4th day of November, 2019 by and between Central Ohio Building Company, Inc., 3756 Agler Road, Columbus, Ohio 43219, hereinafter called the “Contractor” and the Delaware County Board of Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named “Ruder West Drainage Improvement Project – Delaware County” and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed One Hundred Seventy-Nine Thousand Five Hundred Twenty One Dollars and Zero Cents (\$179,521.00), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

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

**10
RESOLUTION NO. 19-1092**

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE AND TIME FOR THE PROJECT KNOWN AS THE MAIN PART OF THE THOMAS #9 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, the County Engineer recommends approval of the Estimate, Bid Specifications and Bid Opening Date and Time for the Main Part of the Thomas #9 Watershed Drainage Improvement Project; and

WHEREAS, in Resolution No. 19-1149, this Board found in favor of the improvement and affirmed the order for the project known as the Main Part of the Thomas #9 Watershed Drainage Improvement Project; and

WHEREAS, in Resolution No. 19-1150, this Board confirmed the assessments, approved the payment schedule and ordered the letting of the contracts for the project known as the Main Part of the Thomas #9 Watershed Drainage Improvement Project; 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 \$44,154.25;

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

COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019

Section 1: The specifications, estimate, and bid opening date and time for the project known as the Main Part of the Thomas #9 Watershed Drainage Improvement Project 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 Advertisement for Bids:

Public Notice
Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, November 26, 2019, at which time they will be publicly received and read aloud, for the project known as:

O.R.C. 6131 Drainage Improvement Project
Thomas Drainage Improvement Project

All proposals shall be submitted electronically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

THE ENGINEER’S CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$ 44,154.25. PER O.R.C. 6131.40 NO BIDS SHALL BE ACCEPTED THAT EXCEED THE ENGINEER’S CONSTRUCTION ESTIMATE.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before December 31, 2019. The estimated commencement of work date is December 16, 2019.

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

Delaware Gazette Advertisement Dates: November 8, 2019

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

11
RESOLUTION NO. 19-1093

IN THE MATTER OF RE-ELECTING MEMBERS OF THE DELAWARE COUNTY VOLUNTEER PEACE OFFICERS’ DEPENDENTS FUND BOARD:

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

WHEREAS, on April 7, 2016, the Delaware County Board of Commissioners adopted Resolution No. 16-324, establishing the Delaware County Volunteer Peace Officers’ Dependents Fund Board, pursuant to section 143.02 of the Revised Code; and

WHEREAS, the Board of Commissioners shall elect two members to the Delaware County Volunteer Peace Officers’ Dependents Fund Board each year not earlier than the first day of November and not later than the second Monday in December for terms that commence on the first day of January and that are for one year; and

WHEREAS, the terms of Sheriff Russ Martin and Brad Euans are expiring on December 31, 2019; and

WHEREAS, Sheriff Russ Martin and Brad Euans have applied for re-election to the Delaware County Volunteer Peace Officers’ Dependents Fund Board;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby re-elects Sheriff Russ Martin and Brad Euans as members of the Delaware County Volunteer Peace Officers’ Dependents Fund Board for terms of one year, commencing on January 1, 2020 and expiring on December 31, 2020.

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

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019**

12

RESOLUTION NO. 19-1094

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE SHERIFF'S OFFICE:

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

Transfer of Appropriation

From:	To:	
28631336-5450	28631336-5201	1,813.67
2017 LEAP Grant/Machinery & Equipment	2017 LEAP Grant/General Supplies & Equipment	
28631336-5450	28631336-5260	13,011.33
2017 LEAP Grant/Machinery & Equipment	2017 LEAP Grant/Inventoried Tools & Equipment	

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

13

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

- Will be attending the ground breaking ceremony for the Home Road extension. The concept started in 2001 and the development plan was approved in 2007.
- The Pre-Hospital Board will meet on Wednesday.
- Will be at the Board of Elections early tomorrow.
- Budget hearings continue this week.

14

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Attended the Fathers and Families event at the Willis Education Center Saturday.
- Participated in a conference call with NACo's Immigration Committee last week.
- Attended the 9-1-1 board meeting last week. A CAD proposal will be coming soon.
- Tomorrow is Election Day.

Commissioner Benton

- Every vote counts in local races so get out and vote.
- The Finance Authority posted their agenda for today's Development and Finance Committee meeting.

Commissioner Lewis

- The local races are important.

15

RESOLUTION NO. 19-1095

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

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

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

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

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

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

RESOLUTION NO. 19-1096

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 4, 2019**

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners