

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 18, 2019**

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

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

10:00 A.M. First Public Hearings To Consider Levying A Real Property Transfer Tax Pursuant To Section 322.02 Of The Revised Code

1:30 P.M. Viewing For Consideration Of The Franklin Watershed Drainage Improvement Petition

1
RESOLUTION NO. 19-1127

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 14, 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 November 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 Aye Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT
 -None.

Administrator Frommer: Introduced Director Brandt (Emergency Communications Department) to congratulate him and his team on achieving CALEA accreditation.

3
RESOLUTION NO. 19-1128

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1115:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1115 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PNC Bank (line 1)	EMS materials and supplies	10011303-5200	\$ 3,000.00
PNC Bank (line 2)	EMS service and charges	10011303-5300	\$ 5,500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1905347	AMERICAN ELECTRIC POWER	UNDERGROUND FOR NEW SERVICES	42011438 - 5410	\$8,762.25

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

4
RESOLUTION NO. 19-1129

IN THE MATTER OF PROCLAIMING NOVEMBER 2019 AS NATIONAL ADOPTION MONTH IN DELAWARE COUNTY:

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

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WHEREAS, the theme for November 2019 is “National Adoption Month- Youth Voices: Why Family Matters”; and

WHEREAS, more than 16,000 Ohio children live in foster homes or other out-of-home placement settings; and

WHEREAS, more than 3,000 of those children and youth in foster care are waiting to be adopted; and

WHEREAS, more than 1,200 of the children waiting to be adopted are 13 and older; and

WHEREAS, the children age 13 and older awaiting adoption have been in foster care for an average of 1,614 days, which is 4 years and 5 months; and

WHEREAS, 251 of those children will turn 18 in the next year and are at risk of transitioning out of the children services system without a forever family; and

WHEREAS, older youth need permanent, lifelong relationships and meaningful connections to supportive adults to reach their full potential; and

WHEREAS, older youth are never too old to be adopted by forever families; and

WHEREAS, adoption enriches the lives of both children and the families who welcome them; and

WHEREAS, the Ohio Department of Job and Family Services and Delaware County Department of Job and Family Services, along with public and private child caring agencies throughout the state, work diligently to provide safe, stable, permanent homes for Ohio’s most vulnerable children; and

WHEREAS, it takes 100% Heart to Foster and Adopt in Ohio.

NOW, THEREFORE, BE IT RESOLVED BY THE DELAWARE COUNTY COMMISSIONERS: That this Board recognizes November 2019 as

ADOPTION RECOGNITION AND RECRUITMENT MONTH

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

5

RESOLUTION NO. 19-1130

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE FACILITIES DEPARTMENT:

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

Transfer of Appropriations

From:	To:	
10011106-5228	10011106-5328	\$ 20,000.00
County Garage/Vehicle Maint & Repair Supply	County Garage/Maint & Repair Services	

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

6

RESOLUTION NO. 19-1131

IN THE MATTER OF APPROVING AN AGREEMENT FOR THE SALE AND PURCHASE OF SANITARY SEWER BETWEEN THE CITY OF POWELL AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS:

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

WHEREAS, the Sanitary Engineer recommends approval of the agreement with the City of Powell for the sale and purchase of sanitary sewer serving Adventure Park Pool and Skate Park and other City facilities as depicted in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio hereby approves the following agreement for the sale and purchase of sanitary sewer serving Adventure Park Pool and Skate Park and other City facilities as depicted in Exhibit A:

AGREEMENT FOR THE SALE AND PURCHASE OF SANITARY SEWER

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THIS AGREEMENT (the “Agreement”), is made and entered into as of the 18th day of November, 2019, by and between the CITY OF POWELL, Delaware County, Ohio, a political subdivision of the State of Ohio (the “City”), and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, a county and political subdivision of the State of Ohio (the “County”).

WITNESSETH:

WHEREAS, the City currently owns and maintains a certain eight inch (8”) sanitary sewer line and sanitary manhole within the right-of-way of Adventure Park Drive that serves Adventure Park Pool and Skate Park and other City facilities; and

WHEREAS, as a part of the development or redevelopment of real property adjacent to Adventure Park Drive, the County has received a request for sanitary sewer service through connection to the sanitary sewer; and

WHEREAS, the County is willing to assume ownership and maintenance of a three hundred thirty three foot (333’) portion of the sanitary sewer and one sanitary manhole as described and depicted in Exhibit A, attached hereto and, by this reference, incorporated herein (specifically hereafter, “Sanitary Sewer”); and

WHEREAS, the City is willing to sell the Sanitary Sewer in consideration of one dollar (\$1.00) and the County assuming maintenance of the Sanitary Sewer in perpetuity;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the City and the County covenant, agree and bind themselves as follows:

1. Sale of the Sanitary Sewer. The City agrees to sell the Sanitary Sewer as described in Exhibit A to the County in consideration of one dollar (\$1.00) and the County assuming maintenance of the Sanitary Sewer in perpetuity.
2. Effective Date of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered. This Agreement may be amended only by mutual agreement of the parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.
3. Waiver. No waiver by the City or the County of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.
4. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.
5. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid, or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.
6. Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

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

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RESOLUTION NO. 19-1132

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

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

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

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

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Permit #	Applicant	Location	Type of Work
U19-182	Spectrum	Slate Ridge Drive	Place cable in ROW
U19-183	Century Link	Center Village Road	Road bore
U19-184	Verizon	Presidential Parkway	Install fiber optic cable via directional bore
U19-185	Columbia Gas	Marsella Court	Install gas main
U19-186	Verizon	N. Hampton Drive	Install fiber optic cable via directional bore
U19-187	Del-Co Water	Stockwell Road	Install waterline
U19-188	Spectrum	Rosecrans Road	Place cable in ROW
U19-189	Columbia Gas	Woods of Erin Glen	11 test digs
U19-190	Columbia Gas	Rutherford Road	Install gas main
U19-191	Columbia Gas	Sedona Drive	Install gas main
U19-192	Spectrum	Joe Walker Road	Place cable in ROW
U19-193	Team Fischel	Lahinch Court	Road bore
U19-194	Verizon	Attucks Drive	Install fiber optic cable via directional bore
U19-195	Centurylink	Kelly McMaster Road	Place buried cable in ROW
U19-196	Columbia Gas	Olentangy View Drive	Install gas main

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

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RESOLUTION NO. 19-1133

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS AND THE DITCH MAINTENANCE ASSESSMENTS FOR THE COURTYARDS AT CLEAR CREEK AND SIGNATURE DERMATOLOGY:

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

The Courtyards at Clear Creek

WHEREAS, on November 18, 2019, a Ditch Maintenance Petition for The Courtyards at Clear Creek (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 The Courtyards at Clear Creek located off of Gooding Boulevard in Orange 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:

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The cost of the drainage improvements is \$741,077.99 (for Section 1, Gooding Boulevard and Future Sections) for the benefit of the lots being created in this subdivision. 130 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 \$5,700.60 per lot. An annual maintenance fee equal to 2% of this basis (\$114.01) 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 (41 lots) in the amount of \$4,674.41 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 (48 lots) \$5,472.48
Section 3 (41 lots) \$4,674.41

Signature Dermatology

WHEREAS, on November 18, 2019, a Ditch Maintenance Petition for Signature Dermatology (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 Signature Dermatology located off of Hidden Ravines Drive in Orange 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 \$7,540 for the benefit of the lots being created in the subject site. An annual maintenance fee equal to 2% of this basis (\$151) 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 for the lot in the amount of \$151 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

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RESOLUTION NO. 19-1134

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR NORTHLAKE PRESERVE SECTION 2 AND EVANS FARM SECTION 2, PHASE A, PART 1:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Northlake Preserve Section 2 and Evans Farm Section 2, Phase A, Part 1;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Northlake Preserve Section 2 and Evans Farm Section 2, Phase A, Part 1:

Northlake Preserve Section 2

OWNER’S AGREEMENT
PROJECT NUMBER: 9031

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THIS AGREEMENT, executed on this 18th day of November, 2019 between **M/I HOMES OF CENTRAL OHIO**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Northlake Preserve Section 2**, further identified as Project Number 9031 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 **THIRTY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$39,700)** 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**.

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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 here.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$497,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 49,700
INSPECTION FEE DEPOSIT	\$ 39,700

Evans Farm Section 2, Phase A, Part 1

OWNER'S AGREEMENT
PROJECT NUMBER: 8020

THIS AGREEMENT, executed on this 18th day of November, 2019 between **EVANS FARM LAND DEVELOPMENT COMPANY, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Evans Farm Section 2, Phase A, Part 1**, further identified as Project Number 8020 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 THOUSAND DOLLARS (\$40,000)** 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.

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The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$1,229,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 123,000
INSPECTION FEE DEPOSIT	\$ 40,000

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

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RESOLUTION NO. 19-1135

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR NORTHLAKE PRESERVE SECTION 1, THE COURTYARDS AT CLEAR CREEK, AND LEWIS CENTER SELF STORAGE:

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

Northlake Preserve Section 1

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision (“Plat”) for Northlake Preserve Section 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 4, 2019; and

WHEREAS, Del-Co Water Company, Inc., has reviewed said Plat and Plans for conformance with their regulations and approved said Plat on September 10, 2019; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on September 18, 2019; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on September 18, 2019; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on October 28, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northlake Preserve Section 1:

Northlake Preserve Section 1

Situated in the State of Ohio, County of Delaware, Township of Berkshire, in Farm Lots 2 (13.913 acre) and 3 (11.544 acre), Quarter Township 2, Township 4, Range 17, United States Military Lands, containing 24.737 acres of land, more or less, said 24.737 acres being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1632, Page 1800, Recorder’s Office, Delaware County, Ohio. Cost: \$138.

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The Courtyards at Clear Creek

WHEREAS, Epcon Clear Creek, LLC, has submitted the Plat of Subdivision (“Plat”) for The Courtyards at Clear Creek, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 26, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on September 26 2019; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on September 30, 2019; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on October 4, 2019; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on October 28, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Courtyards at Clear Creek:

The Courtyards at Clear Creek

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lot 6, Quarter Township 2, Township 3, Range 18, United States Military Land, containing 18.083 acres of land, more or less, said 18.083 acres being a part of that tract of land conveyed to Epcon Clear Creek, LLC by deed of record in Official Record 1632, Page 2584, Recorder’s Office, Delaware County, Ohio. Cost: \$123.

Lewis Center Self Storage

WHEREAS, Franklin Real Estate Company has submitted the Plat of Subdivision (“Plat”) for Lewis Center Self Storage, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on August 5, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on August 13, 2019; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on August 14, 2019; and

WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on October 14, 2019; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on October 28, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Lewis Center Self Storage:

Lewis Center Self Storage

Situated in the State of Ohio, County of Delaware, Township of Orange, Section 2, Township 3, Range 18, Farm Lots 22 & 23, United States Military, and being a part of a 92.257 acre tract of land conveyed to Franklin Real Estate Company, as recorded in Deed Book 41, Page 1572, all references contained herein are to Delaware County Records, Delaware, Ohio. Cost: \$6.00

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

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RESOLUTION NO. 19-1136

IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING SURETIES FOR NORTH FARMS SECTION

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5; NORTH FARMS SECTION 7, PHASE B; LIBERTY TRACE SECTION 3, PHASE A; LIBERTY TRACE SECTION 3, PHASE B; LIBERTY BLUFF SECTION 1; AND PIATT ROAD EXTENSION:

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

North Farms Section 5

WHEREAS, the Engineer has reviewed the roadway construction of the road within North Farms Section 5 ("Subdivision"), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- An addition of 0.17 mile to Township Road Number 1699, Somersworth Loop; and

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

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

North Farms Section 7, Phase B

WHEREAS, the Engineer has reviewed the roadway construction of the road within North Farms Section 7, Phase B ("Subdivision"), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- An addition of 0.06 mile to Township Road Number 1699, Somersworth Loop; and

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

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

Liberty Trace Section 3, Phase A

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Liberty Trace Section 3, Phase A ("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 0.07 mile to Township Road Number 1702, Arrowstone Drive
- Edgehill Drive, to be known as Township Road Number 1734
- Carribell Court, to be known as Township Road Number 1735
- Highcliff Drive, to be known as Township Road Number 1736; and

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

- On Township Road Number 1702, Arrowstone Drive, at its intersection with County Road Number 9, Liberty Road
- On Township Road Number 1702, Arrowstone Drive, at its intersection with Township Road Number 1734, Edgehill Drive
- On Township Road Number 1734, Edgehill Drive, at its intersection with Township Road Number 1735, Carribell Drive; and

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Pulte Homes;

Liberty Trace Section 3, Phase B

WHEREAS, the Engineer has reviewed the roadway construction of the road within Liberty Trace Section 3, Phase B ("Subdivision"), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

- An addition of 0.03 mile to Township Road Number 1735, Carribell Court

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

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WHEREAS, the Engineer requests approval to return the Bond being held as maintenance surety to the owner, Pulte Homes;

Liberty Bluff Section 1

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Liberty Bluff Section 1 (“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:

- Liberty Bluff Drive, to be known as Township Road Number 1737
- Bluffway Drive, to be known as Township Road Number 1738
- Scenic Bluff Drive, to be known as Township Road Number 1739; and

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

- On Township Road Number 1737, Liberty Bluff Drive, at its intersection with State Route 315
- On Township Road Number 1737, Liberty Bluff Drive, at its intersection with Township Road Number 1739, Scenic Bluff Drive
- On Township Road Number 1738, Bluffway Drive, at its intersection with Township Road Number 1737, Liberty Bluff Drive; and

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Liberty Bluff Development Company, LLC;

Piatt Road Extension

WHEREAS, the Engineer has reviewed the roadway construction of the road within Piatt Road Extension (“Improvements”), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Improvements be accepted into the public system:

- An addition of 0.90 mile to Township Road Number 99, Piatt Road;

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, establishes stop conditions, approves speed limits, and releases sureties in accordance with the Engineer’s recommendations stated herein.

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

12

RESOLUTION NO. 19-1137

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS COURTYARDS AT MUIRFIELD RIDGE – MANLEY ROAD WIDENING AND RELEASING CONSTRUCTION SURETY:

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

WHEREAS, on November 27, 2017, the Board of County Commissioners (the “Board”) entered into an Owner’s Agreement with Epcon Communities, Inc. (the “Owner”) for the project known as Courtyards at Muirfield Ridge – Manley Road Widening (“Improvement”); and

WHEREAS, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

WHEREAS, the County Engineer recommends the Board accept the Improvement in accordance with the Owner’s Agreement and release the bond being held as construction surety to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement made for Courtyards at Muirfield Ridge – Manley Road Widening in accordance with the Owner’s Agreement and releases the Bond being held as construction surety to the Owner.

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

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RESOLUTION NO. 19-1138

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY & SANDS, INC. FOR THE PROJECT KNOWN AS DEL-CR9-2.01, LIBERTY ROAD AND SELDOM SEEN ROAD:

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

**DEL-CR9.201, Liberty Road and Seldom Seen Road
 Bid Opening of October 29, 2019**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Shelly & Sands, Inc., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Shelly & Sands, Inc., for the project known as DEL-CR9-2.01, Liberty Road and Seldom Seen Road:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid to and approves the following Contract with Shelly & Sands, Inc., for DEL-CR9-2.01, Liberty Road and Seldom Seen Road:

CONTRACT

THIS AGREEMENT is made this 18th day of November, 2019 by and between **Shelly & Sands, Inc., 1515 Harmon Avenue, Columbus, Ohio 43223**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **"DEL-CR 9-2.01, Liberty Road and Seldom Seen Road"**, 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 Million Two Hundred Ninety-Eight Thousand Six Hundred Forty-Six Dollars and Ninety-Eight Cents (\$1,298,646.98)** 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.

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

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RESOLUTION NO.19-1139

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE RECREATIONAL TRAIL GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE VILLAGE OF SUNBURY:

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

AMENDMENT NO. 1 TO THE RECREATIONAL TRAIL GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE VILLAGE OF SUNBURY

On or about April 25, 2019, the Delaware County Board of Commissioners (the "Board") and the Village of Sunbury ("Grantee") (collectively referred to herein as the "Parties") entered into a Recreational Trail Grant Agreement (the "Agreement"). This Amendment No. 1 to the Agreement is entered into by and between the Parties on November 18, 2019.

AMENDMENT

Pursuant to Article I of the Agreement, the completion date for all work under the Agreement may be extended upon written agreement of the Parties. The Grantee has requested an extension from December 31, 2019, to May 31, 2020, and the Board considers the request to be reasonable. The Parties hereby agree to extend the completion date to May 31, 2020.

REMAINING PROVISIONS

All other provisions of the Agreement not specifically amended herein shall remain in full force and effect.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Attended the Sunbury/Big Walnut Chamber Annual Dinner.
-Attended the CCAO meeting on Friday.
-Participated in a panel discussion on Economic Development within the County on Saturday during the Township Training.
-Will participate in an Immigration Committee (NACo) conference call tomorrow.
-Will be attending the Economic Development meeting at Ohio Wesleyan on Wednesday.

Commissioner Benton
-Attended the Sunbury/Big Walnut Chamber Annual Dinner. Glenn Evans was honored.
-Attended the Finance Authority luncheon on Thursday. Bill Bishop will serve as Chairman next year.
-There will be a Records Commission meeting Wednesday.
-The Soil and Water Conservation District will hold their annual Open House tomorrow.
-The People In Need annual clearing house event will take place on December 8, 2019.

Commissioner Lewis
-No reports.

15

RESOLUTION NO. 19-1140

10:00A.M. IN THE MATTER OF OPENING PUBLIC HEARING NUMBER ONE (1) TO CONSIDER LEVYING A REAL PROPERTY TRANSFER TAX PURSUANT TO SECTION 322.02 OF THE REVISED CODE:

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 10:00 A.M.

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

15 continued

RESOLUTION NO. 19-1141

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE

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3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

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

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

15 continued

RESOLUTION NO. 19-1142

IN THE MATTER OF CLOSING PUBLIC HEARING NUMBER ONE (1) TO CONSIDER LEVYING A REAL PROPERTY TRANSFER TAX PURSUANT TO SECTION 322.02 OF THE REVISED CODE:

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 10:06 A.M.

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

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RESOLUTION NO. 19-1143

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION; 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 compensation of a public employee or public official; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 19-1144

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RECESS 11:23 A.M. /RECONVENE (IN THE FIELD) 1:30 P.M./ VIEWING FOR CONSIDERATION OF THE FRANKLIN WATERSHED AREA DRAINAGE PETITION

On November 18, 2019 at 1:30P.M. Starting in the vicinity of 5111 S. Old 3C Hwy Westerville, Ohio 43082 (Genoa Township Hall parking lot) The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer’s Office and the Delaware County Soil and Water Conservation District.

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

On August 23, 2019, a drainage petition for the Franklin Watershed was filed with the Board of County Commissioners to: 1) Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition. 2) In Delaware County, Genoa Township, within the Franklin watershed and generally following, but not limited to, the course and termini of the existing improvements.

NOTE: the first hearing on the petition is scheduled for February 13, 2020 at 10:00a.m.

The Commissioners:

-Viewed open channel drainage outlets (small and large pipes) at back of Township Hall property off of Old 3C

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Highway;

- all flow comes thru these two pipes
- an old township procedure started this drainage area, but records were lost in a fire, area is likely old farm title
- blockages outside Right-of-way may not be address by county or township unless it is under the petition process
- viewed two prerecorded drone videos of the area: 1) an east overview of the open channel and 2) a south to north view starting at Big Walnut Road.
- the petition (signatures and words) determines the upstream part of a project the "sufficient outlet" determines the bottom of a project
- if move forward, good drainage may have both surface and subsurface work
- projects since 1998 are automatically placed on County Drainage Maintenance Program
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future
- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

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



Delaware County Commission

Jeff Benton
Barb Lewis
Gary Merrell

SIGN-IN SHEET FOR NOVEMBER 18, 2019

1:30P.M. Viewing For Consideration Of The Franklin Watershed Drainage Improvement Petition

NAME	ADDRESS
1 Sarah Dinovo	101 N Sandusky St. 43005
2 Pat & Eugene Green	7381 Big Walnut Rd 43021
3 Greg Christ	4960 S old 3 c highway
4 HAROLD EVANS	7453 Big WALNUT
5 Rosemary Muller's	7421 Big Walnut
6 EVA CLARKE	7300 BIG WALNUT Rd
7 Monica Fusaneli Bieri	4800 S old 3 c hwy.
8 ^{Lois Seeger} Nicholas Seegerstein	7340 Big walnut rd
9 Peter Urbanski	7370 Big Walnut Rd
10 Larne Davis	7380 Big Walnut Rd.
11 Brett Bergert	DCEd
12 Paul	GT. Admin
13 Joe Shaffer	GT. ZONING
14 Beth Lear	7490 Big Walnut Rd

There being no further business, the meeting adjourned.

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Tuesday November 19, 2019 at 4:30P.M.
Work Session
Presentation/Board Discussion U.S. 23 Corridor Study

Gary Merrell

0

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners