

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL MAY 18, 2020**

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

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

**1**  
**RESOLUTION NO. 20-421**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 14, 2020:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 14, 2020; 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**  
**RESOLUTION NO. 20-422**

**IN THE MATTER OF APPROVING PURCHASE ORDERS:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve purchase orders as listed below:

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R2003244	B L ANDERSON COMPANY INC	SOFT STARTS FOR LEATHERLIPS PUMP STATION MCC	66211900 - 5260	\$ 8,610.00
R2003279	HUMAN RESOURCES	UNEMPLOYMENT CHARGES	22411605 - 5370	\$ 7,000.00
R2003285	METROPOLITAN ENVIRONMENTAL	RENTAL OF VAC BOXES	66211900 - 5335	\$ 10,000.00
R2003286	FASTENAL CO	2 TON GANTRY AND HOIST	66211900 - 5450	\$ 5,904.76
R2003289	DELAWARE COUNTY FINANCE AUTHORITY	ECONOMIC DEVELOPMENT SERVICES	21011113 - 5301	\$205,000.00
R2003298	DELAWARE COUNTY FINANCE AUTHORITY	PURCHASE OF BODD BUILDING - DCFA CONTRACT	41711436 - 5410	\$610,000.00

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

**3**  
**RESOLUTION NO. 20-423**

**IN THE MATTER OF RECOGNIZING THE THIRD WEEK OF MAY AS EMERGENCY MEDICAL SERVICES WEEK:**

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

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of Delaware County Emergency Medical Services are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical

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technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners in recognition of this event do hereby proclaim the week of May 17-23, 2020, as EMERGENCY MEDICAL SERVICES WEEK in Delaware County, with the theme, EMS Strong: Committed to Community.

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

**4**  
**RESOLUTION NO. 20-424**

**IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR NELSON FARMS SECTION 2, PHASE C, PART 2:**

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

WHEREAS, the Delaware County Engineer (the "Engineer") has received notice that a field modification was performed by the developer of Nelson Farms Section 2, Phase C, Part 2 within the drainage easement located over and across a part of Lot 5507 with the installation of an underdrain within a portion of said easement; and

WHEREAS, the Engineer has requested that this portion of the drainage easement be vacated as this modification was performed without the knowledge of or inspection by the Engineer; and

WHEREAS, the developer's consulting engineer has received and approved the modification, and the Engineer has determined that the remaining easement is of sufficient width to provide Delaware County the ability to properly maintain the existing drainage facilities; and

WHEREAS, the Engineer recommends vacation of a portion of the Drainage Easement as described below and to include a marginal reference on the Plat of Record in official Record 1601, Page 1365, and Plat Cabinet 4, Slide 58, of this action to vacate this easement;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Drainage Easement Vacation for Nelson Farms Section 2, Phase C, Part 2 Subdivision, Liberty Township, Delaware County, Ohio, described as follows:

**DRAINAGE EASEMENT VACATION**  
**0.021 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 9, Quarter Township 1, Township 3, Range 19, United States Military Lands, being part of Lot 5507 of the subdivision entitled "Nelson Farms Section 2 Phase C Part 2", of record in Official Record 1601, Page 1365 (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the northeasterly corner of Lot 5503 of the subdivision entitled "Nelson Farms Section 2 Phase C Part 1B", of record in Official Record 1584, Page 2047, in the westerly right-of-way line of Longview Drive;

Thence North 86° 18' 02" West, with the northerly line of said Lot 5503, a distance of 34.00 feet to the TRUE POINT OF BEGINNING for this description:

Thence North 86° 18' 02" West, with said northerly line, a distance of 31.00 feet to a point;

Thence crossing said Lot 5507 the following courses and distances:

North 03° 41' 58" East, a distance of 30.00 feet to a point;

South 86° 18' 02" East, a distance of 31.00 feet to a point; and

South 03° 41' 58" West, a distance of 30.00 feet to the TRUE POINT OF BEGINNING,

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containing 0.021 acre of land, more or less.

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

**5**

**RESOLUTION NO. 20- 425**

**IN THE MATTER OF APPROVING PARTIAL DRAINAGE EASEMENT VACATIONS FOR THE HEATHERS AT GOLF VILLAGE SECTION 4:**

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

WHEREAS, during the development of Heathers at Golf Village Section 3, offsite drainage was required onto the adjacent property owned by Pulte Homes for the future site of Heathers at Golf Village Section 4, and drainage easements were established across said property; and

WHEREAS, upon development of Heathers at Golf Village Section 4, it was determined that the drainage easements across Lots 5998, 5999, 6000, 6001, 6002, 6013, 6014, 6015, 6016, and 6017 (the "Lots") were larger than required; and

WHEREAS, the developer has requested that portions of the drainage easements across the Lots be vacated, and the Delaware County Engineer has determined that the remaining easements are of sufficient width to provide Delaware County the ability to properly maintain the existing drainage facilities; and

WHEREAS, the Engineer recommends vacation of portions of the drainage easements as described below and to include a marginal reference on the Plat of Record in official Record 1708, Page 2381 and Plat Cabinet 5, Slide 487, of this action to vacate the portions of the drainage easements;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners approves the following Partial Vacation and Release of Drainage Easements for The Heathers at Golf Village Section 4 Subdivision, Liberty Township, Delaware County, Ohio, and authorizes the President of the Board to execute the same on behalf of the Board:

**PARTIAL VACATION AND RELEASE OF DRAINAGE EASEMENTS**

KNOW ALL PERSONS BY THESE PRESENTS THAT effective this 18<sup>th</sup> day of May, 2020, the undersigned BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby permanently surrenders, vacates, and releases portions of those certain Drainage Easements granted to it by instruments recorded in Official Record Book 736, Page 2679; Book 1363, Page 1334; and Book 1422, Page 1899, Recorder's Office, Delaware County, Ohio, such surrendered, vacated, and released portions of the easements being described and depicted on Exhibit A attached hereto.

Further, the undersigned hereby authorizes and directs the Delaware County Recorder to record this Partial Vacation and Release of Drainage Easements in the County Records and to make appropriate notations on the instruments referenced herein and on the plat of subdivision for The Heathers at Golf Village Section 4, Book 1708, Page 2381, Plat Cabinet 5, Slide 487.

IN WITNESS WHEREOF, the undersigned has caused this Partial Vacation and Release of Drainage Easements to be executed effective the day and year first above stated.

**BOARD OF COUNTY COMMISSIONERS OF  
DELAWARE COUNTY, OHIO:**

*(Signature)*

*(Acknowledgment)*

**EXHIBIT A**

**DRAINAGE EASEMENT VACATION  
0.021 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot C, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across Lot 5998 of the subdivision entitled "The Heathers at Golf Village Section 4", (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING at a northerly corner of Lot 6018 of said subdivision, the southwesterly corner of said Lot 5998;

Thence North 03° 22' 07" East, with an easterly line of said Lot 6018, a distance of 22.15 feet to a

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point;

Thence South 48° 01' 19" East, crossing said Lot 5998, a distance of 14.36 feet to a point;

Thence South 86° 34' 53" East, crossing said Lot 5998, a distance of 53.78 feet to a point in the westerly line of Lot 5997 of said subdivision;

Thence South 03° 22' 07" West, with said westerly line, a distance of 13.14 feet to a northerly corner of said Lot 6018;

Thence North 86° 37' 53" West, with a northerly line of said Lot 6018, a distance of 65.00 feet to the POINT OF BEGINNING, containing 0.021 acre of land, more or less.

**DRAINAGE EASEMENT VACATION  
0.080 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot C, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across Lots 5999 and 6000 of the subdivision entitled "The Heathers at Golf Village Section 4", of record in Official Record 1708, Page 2381 and Plat Cabinet 5, Slide 487, (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING at a northeasterly corner of Lot 6018 of said subdivision, in the southerly right-of-way line of Pastureview Court;

Thence South 86° 37' 53" East, with said southerly right-of-way line, a distance of 25.96 feet to a point;

Thence crossing said Lots 5999 and 6000 the following courses and distances:

South 03° 25' 18" West, a distance of 64.29 feet to a point;

South 48° 01' 19" East, a distance of 73.33 feet to a point;

North 86° 34' 42" West, a distance of 68.22 feet to a point; and

North 06° 10' 07" West, a distance of 90.41 feet to a point in the easterly line of said Lot 6018;

North 03° 22' 07" East, with said easterly line, a distance of 20.83 feet to the POINT OF BEGINNING, containing 0.080 acre of land, more or less.

**DRAINAGE EASEMENT VACATION  
0.011 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot C, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across Lot 6001 of the subdivision entitled "The Heathers at Golf Village Section 4", of record in Official Record 1708, Page 2381 and Plat Cabinet 5, Slide 487, (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING, for reference, at the northeasterly corner of Lot 6002 of said subdivision, in the westerly right-of-way line of Rocky Ridge Drive;

Thence North 03° 22' 07" East, with said westerly right-of-way line, a distance of 15.00 feet to the True point of Beginning for this description;

Thence crossing said Lot 6001 the following courses and distances:

North 86° 37' 53" West, a distance of 94.20 feet to a point;

North 19° 33' 48" West, a distance of 5.43 feet to a point; and

South 86° 37' 53" East, a distance of 96.32 feet to a point in said westerly right-of-way line;

Thence South 03° 22' 07" West, with said westerly right-of-way line, a distance of 5.00 feet to the TRUE POINT OF BEGINNING, containing 0.011 acre of land, more or less.

**DRAINAGE EASEMENT VACATION  
0.011 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot C, Quarter

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Township 2, Township 3, Range 19, United States Military Lands, being on, over and across Lot 6002 of the subdivision entitled "The Heathers at Golf Village Section 4", of record in Official Record 1708, Page 2381 and Plat Cabinet 5, Slide 487, (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING, for reference, at the southeasterly corner of Lot 6001 of said subdivision, in the westerly right-of-way line of Rocky Ridge Drive;

Thence South 03° 22' 07" West, with said westerly right-of-way line, a distance of 15.00 feet to the True point of Beginning for this description;

Thence South 03° 22' 07" West, with said westerly right-of-way line, a distance of 5.00 feet to a point

Thence crossing said Lot 6002 the following courses and distances:

North 86° 37' 53" West, a distance of 95.00 feet to a point;

North 03° 22' 07" East, a distance of 5.00 feet to a point; and

South 86° 37' 53" East, a distance of 95.00 feet to the TRUE POINT OF BEGINNING, containing 0.011 acre of land, more or less.

**DRAINAGE EASEMENT VACATION  
0.033 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 23, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across Lot 6013 of the subdivision entitled "The Heathers at Golf Village Section 4", of record in Official Record 1708, Page, 2381 and Plat Cabinet 5, Slide 487, (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of said Lot 6013, a southerly corner of Lot 6018 of said subdivision;

Thence North 86° 37' 53" West, with a northerly line of said Lot 6018, a distance of 54.61 feet to a point;

Thence North 49° 08' 45" East, crossing said Lot 6013, a distance of 76.21 feet to a point in a westerly line of said Lot 6018;

Thence South 03° 22' 07" West, with said westerly line, a distance of 53.15 feet to the POINT OF BEGINNING, containing 0.033 acre of land, more or less.

**DRAINAGE EASEMENT VACATION  
0.059 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 23, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across Lot 6014 of the subdivision entitled "The Heathers at Golf Village Section 4", of record in Official Record 1708, Page, 2381 and Plat Cabinet 5, Slide 487, (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of said Lot 6014, a southerly corner of Lot 6018 of said subdivision;

Thence North 86° 37' 53" West, with a northerly line of said Lot 6018, a distance of 219.04 feet to a point;

Thence crossing said Lot 6014 the following courses and distances;

North 49° 08' 45" East, a distance of 9.99 feet to a point;

South 86° 38' 53" East, a distance of 162.59 feet to a point; and

North 52° 40' 23" East, a distance of 65.01 feet to a point in a westerly line of said Lot 6018;

Thence South 03° 22' 07" West, with said westerly line, a distance of 49.40 feet to the POINT OF BEGINNING, containing 0.059 acre of land, more or less.

**DRAINAGE EASEMENT VACATION  
0.096 ACRE**

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Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots C and 23, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across Lots 6015, 6016 and 6017 of the subdivision entitled "The Heathers at Golf Village Section 4", of record in Official Record 1708, Page 2381 and Plat Cabinet 5, Slide 487, (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of said Lot 6017, a northerly corner of Lot 6018 of said subdivision;

Thence South 03° 22' 07" West, with a westerly line of said Lot 6018, a distance of 131.90 feet to a point;

Thence crossing said Lots 6015, 6016 and 6017 the following courses and distances:

North 70° 12' 46" West, a distance of 19.87 feet to a point;

North 08° 46' 15" West, a distance of 120.06 feet to a point; and

North 22° 57' 47" West, a distance of 9.94 feet to a point in a southerly line of said Lot 6018;

Thence South 86° 37' 53" East, with said southerly line, a distance of 48.71 feet to the POINT OF BEGINNING, containing 0.096 acre of land, more or less.

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

**6**

**RESOLUTION NO. 20-426**

**IN THE MATTER OF APPROVING PARTIAL DRAINAGE EASEMENT VACATIONS FOR THE COURTYARDS ON HYATTS:**

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

WHEREAS, during the development of The Courtyards on Hyatts (the "Project"), drainage easements were established across the Project; and

WHEREAS, upon installation of a drainage line, it was found that the line needed to be shifted, thus requiring the shifting of the drainage easement; and

WHEREAS, the developer has requested that portions of the drainage easements across the Project be vacated and has provided new drainage easements as recorded in Official Record 1708, Pages 2622-2629, all references are to the records of the Recorder's Office, Delaware County, Ohio; and

WHEREAS the Delaware County Engineer has determined that the new drainage easements are of sufficient width to provide Delaware County the ability to properly maintain the existing drainage facilities; and

WHEREAS, the Engineer recommends vacation of a portion of the drainage easements as described below;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Partial Release and Vacation of Drainage Easements for The Courtyards on Hyatts, Liberty Township, Delaware County, Ohio, and authorizes the President of the Board to execute the same on behalf of the Board:

**PARTIAL VACATION AND RELEASE OF DRAINAGE EASEMENTS**

KNOW ALL PERSONS BY THESE PRESENTS THAT effective this 18<sup>th</sup> day of May, 2020, the undersigned BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, hereby permanently surrenders, vacates, and releases portions of that certain Easement for Drainage Purposes granted to it by Epcon Hyatts, LLC, by instrument recorded in Official Record Book 1670, Page 395, Recorder's Office, Delaware County, Ohio, such surrendered, vacated, and released portions of the easements being described and depicted on Exhibit A attached hereto.

Further, the undersigned hereby authorizes and directs the Delaware County Recorder to record this Partial Vacation and Release of Drainage Easements in the County Records and to make appropriate notations on the instrument referenced herein.

IN WITNESS WHEREOF, the undersigned has caused this Partial Vacation and Release of Drainage Easements to be executed effective the day and year first above stated.

**EXHIBIT A**

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**DRAINAGE EASEMENT VACATION  
0.094 Acres**

Situated in the State of Ohio, County of Delaware, Liberty Township, Farm Lot 38, Quarter Township 3, Township 4 North, Range 19 West, United States Military Lands, and being a part of a 4.353 acre drainage easement conveyed to Board of County Commissioners of Delaware County, Ohio by the instrument filed as Official Record volume 1670, page 395 (all document references are to the records of Delaware County unless otherwise stated), the said 0.094 acre drainage easement vacation also being more particularly described as follows:

COMMENCING FOR REFERENCE at the northeasterly corner of the said 4.353 acre drainage easement, also being at the northeasterly corner of a parcel conveyed to Epcon Hyatts LLC by the instrument filed as Official Record volume 1646, page 2143, at an interior corner of a parcel conveyed to Rockford Homes, Inc. by the instrument filed as Official Record volume 1610, page 39, and on the westerly right-of-way line of Sawmill Parkway;

Thence along the northerly line of the said 4.353 acre drainage easement, along the northerly line of the said Epcon Hyatts LLC parcel, and along the southerly line of the said Rockford Homes, Inc. parcel the following courses:

North 86 degrees 26 minutes 32 seconds West for a distance of 352.90 feet to a point;

South 03 degrees 33 minutes 09 seconds West for a distance of 131.79 feet to a point;

North 86 degrees 26 minutes 51 seconds West for a distance of 126.41 feet to a point;

Thence departing the southerly line of the said Rockford Homes, Inc. parcel, continuing along the northerly line of the said 4.353 acre drainage easement, and crossing through the said Epcon Hyatts LLC parcel the following courses:

South 03 degrees 33 minutes 09 seconds West for a distance of 204.00 feet to a point;

North 86 degrees 26 minutes 57 seconds West for a distance of 252.98 feet to a point, the said point being the TRUE POINT OF BEGINNING of the parcel herein described.

Thence crossing through the said 4.353 acre drainage easement and continuing through the said Epcon Hyatts LLC parcel, North 86 degrees 26 minutes 43 seconds West for a distance of 20.00 feet to a point on the westerly line of the said 4.353 acre drainage easement;

Thence along the westerly line of the said 4.353 acre drainage easement and continuing through the said Epcon Hyatts LLC parcel, North 03 degrees 30 minutes 02 seconds East for a distance of 204.01 feet to a point;

Thence crossing through the said 4.353 acre drainage easement and continuing through the said Epcon Hyatts LLC parcel, South 86 degrees 26 minutes 51 seconds East for a distance of 20.00 feet to a point on the easterly line of the said 4.353 acre drainage easement;

Thence along the easterly line of the said 4.353 acre drainage easement and continuing through the said Epcon Hyatts LLC parcel, South 03 degrees 30 minutes 02 seconds West for a distance of 204.01 feet to the TRUE POINT OF BEGINNING, containing 0.094 acres, more or less.

Prior instrument record as of this writing recorded in Official Record volume 1670, page 395 in the records of Delaware County.

The bearings for this description are based on Ohio State Plane Coordinate system, North Zone, NAD83 (2011), with a bearing of North 03 degrees 12 minutes 03 seconds East for a portion of Sawmill Parkway.

**DRAINAGE EASEMENT VACATION  
0.098 Acres**

Situated in the State of Ohio, County of Delaware, Liberty Township, Farm Lot 38, Quarter Township 3, Township 4 North, Range 19 West, United States Military Lands, and being a part of a 4.353 acre drainage easement conveyed to Board of County Commissioners of Delaware County, Ohio by the instrument filed as Official Record volume 1670, page 395 (all document references are to the records of Delaware County unless otherwise stated), the said 0.098 acre drainage easement vacation also being more particularly described as follows:

COMMENCING FOR REFERENCE at the northeasterly corner of the said 4.353 acre drainage easement, also being at the northeasterly corner of a parcel conveyed to Epcon Hyatts LLC by the instrument filed as Official Record volume 1646, page 2143, at an interior corner of a parcel conveyed to Rockford Homes, Inc. by the instrument filed as Official Record volume 1610, page 39, and on the westerly right-of-way line of Sawmill Parkway;

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Thence along the easterly line of the said 4.353 acre drainage easement, along the easterly line of the said Epcon Hyatts LLC parcel, and along the said westerly right-of-way line, South 14 degrees 55 minutes 22 seconds West for a distance of 149.09 feet to a point;

Thence continuing along the easterly line of the said 4.353 acre drainage easement, along the easterly line of the said Epcon Hyatts LLC parcel, and along the said westerly right-of-way line, South 08 degrees 45 minutes 15 seconds West for a distance of 223.24 feet to a point;

Thence departing said westerly right-of-way line, continuing along the easterly line of the said 4.353 acre drainage easement, and crossing through the said Epcon Hyatts LLC parcel the following courses:

North 86 degrees 26 minutes 57 seconds West for a distance of 429.68 feet to a point;

North 03 degrees 33 minutes 09 seconds East for a distance of 4.73 feet to a point;

North 86 degrees 26 minutes 57 seconds West for a distance of 252.98 feet to a point, the said point being the TRUE POINT OF BEGINNING of the parcel herein described.

Thence continuing along the easterly line of the said 4.353 acre drainage easement and continuing through the said Epcon Hyatts LLC parcel the following courses:

South 03 degrees 33 minutes 03 seconds West for a distance of 102.49 feet to a point;

South 09 degrees 09 minutes 37 seconds West for a distance of 213.01 feet to a point;

Thence crossing through the said 4.353 acre drainage easement and continuing through the said Epcon Hyatts LLC parcel, North 03 degrees 33 minutes 17 seconds East for a distance of 204.75 feet to a point on the westerly line of the said 4.353 acre drainage easement;

Thence along the westerly line of the said 4.353 acre drainage easement and continuing through the said Epcon Hyatts LLC parcel the following courses:

North 09 degrees 09 minutes 37 seconds East for a distance of 8.26 feet to a point;

North 03 degrees 33 minutes 03 seconds East for a distance of 101.51 feet to a point;

Thence crossing through the said 4.353 acre drainage easement and continuing through the said Epcon Hyatts LLC parcel, South 86 degrees 26 minutes 43 seconds East for a distance of 20.00 feet to the TRUE POINT OF BEGINNING, containing 0.098 acres, more or less.

Prior instrument record as of this writing recorded in Official Record volume 1670, page 395 in the records of Delaware County.

The bearings for this description are based on Ohio State Plane Coordinate system, North Zone, NAD83 (2011), with a bearing of North 03 degrees 12 minutes 03 seconds East for a portion of Sawmill Parkway.

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

**7**  
**RESOLUTION NO. 20-427**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY & SANDS, INC. FOR THE 2020 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM:**

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

**2020 Delaware County Road Improvement Program  
Bid Opening of May 5, 2020**

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 2020 Delaware County Road Improvement Program, Resurfacing Various County and Township Roads;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with Shelly & Sands, Inc., for the 2020 Delaware County Road Improvement Program, Resurfacing Various County and Township Roads:



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**CONTRACT**

THIS AGREEMENT is made this 18<sup>th</sup> day of May, 2019 by and between **Shelly & Sands, Inc., 1515 Harmon Avenue, Columbus, Ohio 43216**, 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 **“2020 Delaware County Road Improvement Program, Resurfacing Various County and Township Roads”**, 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 **Three Million Three Hundred Seventy-Six Thousand One Hundred Sixty-Two Dollars and Eighty-One Cents (\$3,376,162.81)**, 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. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

**8  
RESOLUTION NO. 20-428**

**IN THE MATTER OF APPROVING A RIGHT-OF-WAY APPRAISAL SERVICES AGREEMENT WITH BRIAN W. BARNES & CO., INC.:**

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

WHEREAS, the Board declared necessity and approved the project known as DEL-CR 124-6.45, Home Road, under Resolution No. 13-1329; and

WHEREAS, the appraisal of right-of-way for this project is required; and

WHEREAS, the County Engineer recommends approval of the Right-of-Way Appraisal Services Agreement with Brian W. Barnes & Co., Inc., for the project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio approves the Right-of- Way Appraisal Services Agreement with Brian W. Barnes & Co., Inc. for the project known as DEL-CR124-6.45, Home Road:

**APPRAISAL SERVICES AGREEMENT**

This Agreement is made and entered into this 18<sup>th</sup> day of May, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Brian W. Barnes & Co., Inc., 5900 Sawmill Road, Suite 120, Dublin, Ohio 43017-2539 (“Consultant”), hereinafter collectively referred to as the “Parties.”

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**1 SERVICES PROVIDED BY CONSULTANT**

- 1.1 The Consultant will provide right-of-way acquisition appraisal services in connection with the County's road improvement project on Home Road, DEL-CR124-6.45 (the "Services").
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services are defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:  
DEL-CR124-6.45 (Home Road) RW Acquisitions Cost Proposal dated 03/23/2020

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer ("County Engineer") as the Project Manager and agent of the County for this Agreement.
- 2.2 The County Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

**3 AGREEMENT AND MODIFICATIONS**

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

**4 FEES AND REIMBURSABLE EXPENSES**

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.
- 4.2 For all task order requests made by the Project Manager, the Consultant shall prepare a proposal to complete the requested services as detailed in the task order. The Project Manager shall issue written approval of any task order proposal made by the Consultant in the form of a Notice to Proceed prior to the Consultant initiating work under the task order.
- 4.3 Total compensation under this Agreement shall not exceed Forty-One Thousand Dollars and No Cents (\$41,000.00) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the scope of Services.

**5 NOTICES**

- 5.1 "Notices" issued under this Agreement shall be served by U.S. certified mail to the persons listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Chris Bauserman, P.E., P.S.  
Attn: Steve Smith

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2440

Email: [SteveS@co.delaware.oh.us](mailto:SteveS@co.delaware.oh.us)

Consultant:

Name of Principal in Charge: Brian W. Barnes

Address of Firm: 6860 Perimeter Drive, Suite B

City, State, Zip: Dublin, Ohio 43016

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Telephone: 614-761-0067

Project Contact Email: [brian@bwbarnesinc.com](mailto:brian@bwbarnesinc.com)

**6 PAYMENT**

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

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

- 7.1 The Consultant shall commence Services upon the Notice to Proceed ("Authorization") by the County Engineer and shall complete the Services on or before May 22, 2020.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**8 SUSPENSION OR TERMINATION OF AGREEMENT**

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

**9 CHANGE IN SCOPE OF SERVICES**

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until it is approved by both Parties in writing.

**10 OWNERSHIP**

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

**11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT**

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**12 INDEMNIFICATION**

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate

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extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

- 12.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

### 13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

### 14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a

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waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

**9**  
**RESOLUTION NO. 20-429**

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

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

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

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

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Permit #	Applicant	Location	Type of Work
UT20-0074	Columbia Gas	Northlake Preserve 1B	Install gas main
UT20-0075	Del-Co Water	Orange Road	Relocate waterlines
UT20-0076	Columbia Gas	Corduroy Road	Install gas main
UT20-0077	Spectrum	Howard Road	Place cable in ROW
UT20-0078	AT&T	E. Powell Road	Road bore
UT20-0079	Columbia Gas	N. Old State Road	Install gas main
UT20-0080	Spectrum	Rome Corners Road	Place cable in ROW
UT20-0082	AT&T	Home Road	Install small cell wireless equipment

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

**10**

**RESOLUTION NO. 20-430**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NORTHLAKE PRESERVE SECTION 2:**

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

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision (the “Plat”) for Northlake Preserve Section 2, including related development plans (the “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 March 30, 2020; and

WHEREAS, Del-Co Water Company, Inc. has reviewed said Plat and Plans for conformance with their regulations and approved said Plat on April 3, 2020; 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 April 10, 2020; 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 April 13, 2020; 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 May 4, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northlake Preserve Section 2.

**Northlake Preserve Section 2**

Situated in the State of Ohio, County of Delaware, Township of Berkshire, in Farm Lots 2 (3.758 acre) and 3 (5.079 acre), Quarter Township 2, Township 4, Range 17, United States Military Lands, containing 8.837 acres of land, more or less, said 8.837 acres being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1655, Page 2748, Recorder’s Office, Delaware County, Ohio. Cost: \$105.

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

**11**

**RESOLUTION NO. 20-431**

**IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR NORTHLAKE PRESERVE SECTION 3:**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the following:

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Northlake Preserve Section 3;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Northlake Preserve Section 3:

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 9057**

**THIS AGREEMENT**, executed on this 18<sup>th</sup> day of May, 2020 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 3**, further identified as Project Number 9057 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 **FORTY-TWO THOUSAND NINE HUNDRED DOLLARS (\$42,900)** 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.

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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 here.

**EXHIBIT “A”**

CONSTRUCTION COST ESTIMATE	\$536,600
CONSTRUCTION BOND AMOUNT	\$536,600
MAINTENANCE BOND AMOUNT	\$ 53,600
INSPECTION FEE DEPOSIT	\$ 42,900

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

**12**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-Update: the offices are gradually increasing staff. The Title office will re-open on May 26<sup>th</sup>.

**13**

**COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Lewis

- Will be attending, via Zoom, the Bridges Community meeting Wednesday evening.
- Will be attending, via Zoom, the Affordable Housing executive committee meeting Wednesday morning.

Commissioner Merrell

- Attended the Powell/Liberty township meetings Thursday night (virtually). Both passed resolutions to contribute \$250,000 to the Revolving Loan Fund.
- Will attend, via Zoom, the Regional Planning executive meeting Wednesday morning.

-Commissioner Benton

- Friday, Director Lamb and Montrose made a presentation to CCAO.
- The Title office reopens on May 26<sup>th</sup>.
- The Recorder’s office had a cookie giveaway on Saturday.

**14**

**RESOLUTION NO. 20-432**

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

It was moved by Mrs. Lewis, 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 to consider the purchase of property for public purposes.

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

**RESOLUTION NO. 20-433**

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

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

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

There being no further business, the meeting adjourned.



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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners