

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2020**

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. 20-678

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 6, 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 August 6, 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. 20-679

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0807:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0807 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Hogan (P2000416)	JFS FISCAL CONSULTANT	22411606-5301	\$5,278.00
Limbach	Water Furnace Repair RSD	66211900-5328	\$5,078.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2003913	OHIO TRANSMISSION & PUMP COMPANY	REPAIR PARTS FOR THE MOYNO BIOSOLIDS PUMP AT ALUM	66211900 - 5228	\$13,315.00
R2003915	XYLEM WATER SOLUTIONS USA INC	EQUIPMENT PARTS TO REBUILD PUMP FOR LEATHERLIPS	66211900 - 5228	\$13,400.74
R2003916	BACK MUNICIPAL CONSULTING LLC	TRAINING - NASSCO CERTIFICATION AND RENEWALS - RSD	66211900 - 5305	\$ 7,800.00
R2003931	NOBLE, WILLIAM P	LOWER ALUM CREEK EASEMENT - BALE KENYON RD	66711900 - 5402	\$10,000.00
R2003937	DUDE SOLUTIONS INC	ASSET ESSENTIALS ANNUAL RENEWAL	66211900 - 5320	\$16,160.34

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

3
RESOLUTION NO. 20-680

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE BOARD OF ELECTIONS:

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

Supplemental Appropriation		
23916104-5320	Elections Security Grant/Software Licenses	75.27

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2020

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

4
RESOLUTION NO 20-681

IN THE MATTER OF ACCEPTING GRANT FUNDS AND ESTABLISHING A NEW ORGANIZATION KEY FOR THE BOARD OF ELECTIONS:

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

WHEREAS, the Ohio Secretary of State has made available funding from the U.S. Election Assistance Commission under the Help America Vote Act (HAVA) for the Security and Accessibility Grant per Directive 2020-12 to provide \$25,000 toward satisfying the physical and cybersecurity requirements in this Directive, and \$15,000 toward the vote accessibility requirements; and

WHEREAS, the Delaware County Board of Elections was awarded HAVA funding in the amount of \$40,000.00;

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

Section 1. This Board accepts, on behalf of Delaware County, Ohio, the HAVA funding in the amount of \$40,000.00.

Section 2. This Board approves the following new organization key and supplemental appropriation for the Board of Elections:

New Organization Key
22616108 Security & Accessibility Grant

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

5
RESOLUTION NO. 20-682

IN THE MATTER OF RESCINDING RESOLUTION NO. 20-515 AND AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE COUNTY ENGINEER’S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles, or other conveyances and maintain them for the use of the County Engineer and the Engineer’s assistants when on official business; and

WHEREAS, on June 15, 2020, the Board adopted Resolution No. 20-515, authorizing the purchase of three (3) John Deere Z2950R ZTrak mowers for the County Engineer’s Office (the “Engineer”) for a price of \$11,742.18 each for a total of \$35,226.54 from Ag-Pro Companies; and

WHEREAS, prior to the purchase of the mowers, the Engineer was advised that, due to the pandemic, Ag-Pro Companies is unable to supply the mowers; and

WHEREAS, the Engineer has secured five (5) similar mowers through another vendor under the ODOT Cooperative Purchasing Program, MTD Products Company, for a price of \$8,799.20 each for a total price of \$43,996; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the County has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, the vendor is offering a trade-in credit on the purchase of 2020 Cub Cadet PRO 2 760L mowers; and

WHEREAS, the County has a 2013 John Deere Z997 Mower, S/N 1TC997SCADF080472; a 2016 John Deere Z997R mower, SN #1TCZ997REFN01352; a 2019 John Deere 2950R mower, S/N ITC950RCVKT070336; a 2019 John Deere 2950R mower, S/N ITC9508CCKT070187; and a 2008 Grasshopper 722D Mower that are not needed, obsolete, or unfit for public use and that will be accepted for a credit on the purchase of the new Cub Cadet PRO 2 2760L mower; and

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2020**

WHEREAS, the Engineer also has need for two (2) pickup trucks for use in performing the office’s official duties; and

WHEREAS, the pickup trucks are available for purchase via the State of Ohio’s DAS Cooperative Purchasing Program;

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

Section 1. The Board hereby rescinds Resolution No. 20-515.

Section 2. The Board hereby authorizes the purchase of five (5) 2020 Cub Cadet PRO 2 760L mowers from MTD Products Company at the total price of \$43,996.

Section 3. The purchase authorized in Section 2 shall be subject to the contract and terms and conditions for the ODOT Program Contract 208-20, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 4. The Board hereby finds that the County has a 2013 John Deere Z997 mower, S/N 1TC997SCADF080472; a 2016 John Deere Z997R mower, SN #1TCZ997REFN01352; a 2019 John Deere 295OR mower, S/N ITC950RCVKT070336; a 2019 John Deere 295OR mower, S/N ITC9508CCKT070187; and a 2008 Grasshopper 722D mower that are not needed, obsolete, or unfit for public use and authorizes the sale of the 2013 John Deere mower for a price of \$6,200, the 2016 John Deere Z997R mower for a price of \$7,800, the 2019 John Deere 295OR mower for a price of \$7,000, the 2019 John Deere 295OR mower for a price of \$7,000, and the 2008 Grasshopper 722 D mower for a price of \$3,200 as a credit for the total purchase price of the purchase approved in Section 2.

Section 5. The Board hereby authorizes the purchase of two 2020 Ram Model 1500 Quad Cab 4WD Pickup Trucks at a price of \$24,358 each, for a total of \$48,216 from Sherry Chrysler.

Section 6. The purchase authorized in Section 5 shall be subject to the contract and terms and conditions for Index Number GDC093, Contract #RS901720 in the State of Ohio’s DAS Cooperative Purchasing Program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 7. This Resolution shall be effective immediately upon adoption.

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

**6
RESOLUTION NO. 20-683**

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT20-0117	Frontier	Weiser Road	Place buried cable
UT20-0118	Frontier	Kelly McMaster Road	Place buried cable
UT20-0119	Union Rural Electric Cooperative	Harriott Road Roundabout	Bore under road
UT20-0120	Union Rural Electric Cooperative	Harriott Road	Bore under road
UT20-0121	Union Rural Electric Cooperative	Various Roads – Blanket Permit	Provide single customer service
UT20-0122	Spectrum	Trenton Road	Place buried cable
UT20-0123	Spectrum	Harlem Road	Place buried cable
UT20-0124	Suburban Natural Gas	Evans Farm Section 2, Phase A, Part 1	Lay gas main
UT20-0125	Spectrum	N. B’s & K Road	Place buried cable

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2020**

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

7

RESOLUTION NO. 20-684

IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR PIATT PRESERVE SECTION 2 AND LIBERTY BLUFF SECTION 2:

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

WHEREAS, the Engineer recommends approving the Owner's Agreements for Piatt Preserve Section 2 and Liberty Bluff Section 2;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreements for Piatt Preserve Section 2 and Liberty Bluff Section 2:

Piatt Preserve Section 2

OWNER'S AGREEMENT
PROJECT NUMBER: 20019

THIS AGREEMENT, executed on this 10th day of August, 2020 between **WESTPORT HOMES**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Piatt Preserve Section 2**, further identified as Project Number 20019 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-THREE THOUSAND DOLLARS (\$43,000)** 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

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2020**

responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

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

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

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

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

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

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$1,074,300
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 107,500
INSPECTION FEE DEPOSIT	\$ 43,000

Liberty Bluff Section 2

OWNER’S AGREEMENT
PROJECT NUMBER: 6042

THIS AGREEMENT, executed on this 10th day of August, 2020 between LIBERTY BLUFF DEVELOPMENT COMPANY, hereinafter called ‘OWNER’ and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Liberty Bluff Section 2, further identified as Project Number 6042 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.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2020**

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-SIX THOUSAND DOLLARS (\$46,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,151,000
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 151,000
INSPECTION FEE DEPOSIT	\$ 46,000

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

**8
RESOLUTION NO. 20-685**

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR OXFORD WOODS AND WOODCREST CROSSING SECTION 1A (RETREAT AT WOODCREST):

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

Oxford Woods

WHEREAS, Principle Real Estate Development, LLC, has submitted the Plat of Subdivision ("Plat") for Oxford Woods, including related development plans ("Plans"), and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Brown Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 24, 2020; and

WHEREAS, the Delaware County General Health District has reviewed said Plat and Plans for conformance with their regulations and approved said Plat on June 26, 2020; and

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2020**

WHEREAS, Del-Co Water Company, Inc., has reviewed said Plat and Plans for conformance with their regulations and approved said Plat on June 25, 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 July 13, 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 July 15, 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 July 31, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Oxford Woods.

Oxford Woods

Situated in the State of Ohio, County of Delaware, Township of Brown, Farm Lot 5, Quarter Township 4, Township 5, Range 18, United States Military Lands, being all of that 36.458 acre tract of land conveyed to Principle Real Estate Development, LLC of Record in Official Record Volume 1664, Page 2779, (all references to records being on file in the Office of the Recorder, Delaware County, Ohio). Cost: \$39

Woodcrest Crossing Section 1A (Retreat at Woodcrest)

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

WHEREAS, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 1, 2020; and

WHEREAS, Del-Co Water Company, Inc., has reviewed said Plat and Plans for conformance with their regulations and approved said Plat on June 16, 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 June 29, 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 July 17, 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 July 31, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Woodcrest Crossing Section 1A (Retreat at Woodcrest).

Woodcrest Crossing Section 1A (Retreat at Woodcrest)

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farms Lots 30, 31 and 35, Quarter Township 3, Township 4, Range 19, United States Military Lands, containing 23.118 acres of land, more or less, said 23.118 acres being all of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1691, Page 1145, also being a resubdivision of part of Lot 6109 of the subdivision entitled "Steitz Road-Hyatts to Clark Shaw Section 1" of record in Official Record 1685, Page 2022, Recorder’s Office, Delaware County, Ohio. Cost: \$3

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

**9
RESOLUTION NO. 20-686**

**IN THE MATTER OF ADOPTING AMENDMENTS TO THE DELAWARE COUNTY
COUNTYWIDE TRAIL PLAN:**

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

WHEREAS, the Board of County Commissioners formed a committee to create a plan to develop and fund a countywide multipurpose trail system pursuant to Resolution No. 16-755 and adopted the Delaware County Countywide Trail Plan pursuant to Resolution No. 17-1255; and

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2020

WHEREAS, the Delaware County Trail Committee (DCTC) worked with MORPC, local jurisdictions and various stakeholders to assemble the Countywide Trail Plan, which includes a map with conceptual trail corridors and a written plan including project prioritization criteria and potential funding resources; and

WHEREAS, the DCTC recommends the Delaware County Board of Commissioners encourage each local jurisdiction to adopt a local trail plan, endorse complete streets policies for each local jurisdiction as those standards may apply, and review local zoning to encourage trails to be built as development occurs to make their communities more walkable; and

WHEREAS, the DCTC recommends amending the Delaware County Countywide Trail Plan to revise the project prioritization criteria, project scope, and funding resources;

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

Section 1. The Board hereby adopts the amended Delaware County Countywide Trail Plan.

Section 2. The Board encourages each local jurisdiction to adopt a local trail plan, endorse complete streets policies for each local jurisdiction as those standards may apply, and review local zoning to encourage trails to be built as development occurs to make their communities more walkable.

Section 3. This Resolution shall take effect immediately after its passage.

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

10

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Will be meeting with Bob Lamb (Economic Development Director), Regional Planning, Engineer’s office, Sanitary Engineer’s office and Del-Co Water to discuss future commercial planning.

11

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

-No reports.

Commissioner Merrell

-No reports.

Commissioner Benton

-The MORPC Executive Committee met last week virtually.

-Sister celebrated her 60th birthday over the weekend.

12

RESOLUTION NO. 20-687

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

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

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

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

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

RESOLUTION NO. 20-688

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 Mrs. Lewis Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 10, 2020

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners