

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 28, 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**

**1:30 P.M. Viewing, With The Use Of Video Technology, For The Petition Requesting The Vacation Of A 0.165 Acre Tract Of Bainbridge Mills Drive In Liberty Township (Public Participation In This Viewing, Will Be Taking Place Only By Virtual Means)**

**1**  
**RESOLUTION NO. 20-857**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 21, 2020 AND SPECIAL SESSION HELD SEPTEMBER 23, 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 September 21, 2020 and Special Session held September 23, 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 meetings.

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

**2**  
**RESOLUTION NO. 20-858**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0925 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0925:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0925, memo transfers in batch numbers MTAPR0925 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
P2000872 (Altman Company)	Change Order Court House	42011438-5410	\$11,934.54
P2003139 (Bair Foundation)	Child Placement JFS	22511607-5342	\$10,000.00
P2003162 (Young Star)	Job and Family Program	22511607-5342	\$55,000.00
P2002752 (LifeStart)	Job and Family Program	22511607-5342	\$35,000.00
P2000970 (VarPass)	Job and Family Program	22511607-5350	\$25,000.00
P2001288 (Central Ohio Tire)	Service For Regional Sewer Dis.	66211900-5328	\$5,000.00
P2001283 (Grainger)	Bearing Heater Equipment RSD	66211900-5260	\$3,062.53

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2004330	ALADTEC INC	ANNUAL TIME CLOCK AND SCHEDULING SUBSCRIPTION-	10011303 - 5320	\$8,896.00
R2004344	XYLEM WATER SOLUTIONS USA INC	SPARE PUMP FOR SUMMERWOOD PUMP STATION	66211900 - 5450	\$12,115.00
R2004345	XYLEM WATER SOLUTIONS USA INC	SPARE PUMP FOR VERONA PUMP STATION	66211900 - 5450	\$24,625.00

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

**3**  
**RESOLUTION NO. 20-859**

**IN THE MATTER OF APPROVING AN UPDATED RECOMMENDATION BY THE DELAWARE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE FOR THE APPOINTMENT OF REPRESENTATIVES:**

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

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WHEREAS, in accordance with section 3750.03(B) of the Revised Code, the State Emergency Response Commission shall appoint the members of the Delaware County Local Emergency Planning Committee (“LEPC”) from a list of persons submitted by the Delaware County Board of Commissioners (the “Board”); and

WHEREAS, the LEPC recommends the Board submit the following list of persons to be nominated as representatives to the LEPC, subject to appointment by the State Emergency Response Commission, for the period of October 8, 2020 through August 10, 2021:

**Representatives:**

<b>Name</b>	<b>Title</b>	<b>Employer</b>
Barb Lewis	Commissioner	Delaware County
Brandon Feller	President	United Way
Brian Galligher	Director of Safety & Security	Delaware County
Charles Miley	Trustee	Brown Township
Chris Kovach	Chief	BST&G Fire and Del Co Fire Chiefs
Chris Marrero	Disaster Program Manager	ARC
Colleen Dennis	Volunteer Resource Coordinator	Helpline/Connections
Dan Gusching	EHS Specialist	PPG
Don Rooks	ARES Assistant Emergency Coord.	Retired
Dustin Pounds	Transportation Manager	ODOT
Greg Feustel	Resource Manager	USACE
Jaimey Burden	VP of Operations and Safety	Consolidated Electric
Jane Hawes	Director of Communications	Delaware County
Jeff Fishel	Director	Delaware Co. EMS
Jeff Kauffman	Emergency Response Coordinator	Del-Co Water
Jeff Rocks	Safety Management	Ohio Health
Jodi Peterson-Sonstein	Hotline Director	Helpline/2-1-1
John Donahue	Fire Chief	Delaware Fire
Josh Cross	External Affairs	Ohio Edison/First Energy
Kelli Kincaid	Program Manager	Delaware General Health Dist.
Kelly Fernandez	Emergency Prep Specialist	Delaware General Health Dist.
Matthew Kiracofe	Area Manager	Marathon Pipeline LLC
Michelle Gatchell	News Operations Manager	WDLR Radio
Mike Tankersley	Facility Manager	Kroger Distribution Center
Niki Long	Emergency Preparedness Coordinator	Nationwide Children's Hospital
Patrick Brandt	Director	Delaware County Emergency Comm.
Rob Stambaugh	Assistant Chief	BST&G Fire District
Robert Haugh	Director of Site Operations	Henkel Corporation
Sandra Stults	Township Trustee	Scioto Township
Sandy Mackey	Deputy Director	EMA
Scott Stewart	EMA Specialist	EMA
Scott Vance	Captain	DCSO
Sean Miller	Director	EMA
Stephen Hrytzik	Chief	Powell PD
Steve Lewis	Chief Technology Officer	Delaware County
Tabatha Daily	Database Curator	Helpline 211
Thomas O'Brien	Fire Chief	Liberty Twp. Fire- Powell OH
Tim McQuone	Community Member	Resident
Troy Morris	Chief	Tri-Township Fire

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the LEPC’s recommendation, approves the list of persons to be nominated as representatives to the LEPC, and authorizes submitting the list of persons to the State Emergency Response Commission for consideration of appointment to the LEPC.

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

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RESOLUTION NO. 20-860

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE COURTYARDS AT CLEAR CREEK SECTION 2 PHASES A & B AND SECTION 3:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval:

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for The Courtyards at Clear Creek Section 2 Phases A & B and Section 3;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for The Courtyards at Clear Creek Section 2 Phases A & B and Section 3 for submittal to the Ohio EPA for their approval.

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

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RESOLUTION NO. 20-861

**IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR RESIDENCES AT ORANGE GRAND PHASE 2:**

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

WHEREAS, the Sanitary Engineer recommends approval of Amendment No. 1 to the Sanitary Sewer Subdivider’s Agreement for Residences at Orange Grand Phase 2;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Amendment No. 1 to the Sanitary Sewer Subdivider’s Agreement for Residences at Orange Grand Phase 2:

**AMENDMENT NO. 1 TO  
SUBDIVIDER’S AGREEMENT  
RESIDENCES AT ORANGE GRAND PHASE 2**

This Amendment No. 1 to the Subdivider’s Agreement for Residences at Orange Grand Phase 2, which was entered into on June 3, 2019, is made and entered into this 28<sup>th</sup> day of September, 2020, by and between Schottenstein Real Estate Group (the “Subdivider”), and the Delaware County Board of Commissioners (the “County”). The Subdivider and the County mutually agree to amend the Agreement as follows:

**AMENDMENT**

A new SECTION IX-A shall be inserted as follows:

**SECTION IX-A: BUILDING CONNECTION**

Notwithstanding the Improvements not yet being accepted into public service, the County shall permit the Subdivider to connect the buildings within Residences at Orange Grand Phase 2, subject to the following conditions:

1. The Subdivider shall install mechanical sewer plugs in the main line at manholes as directed by the Sanitary Engineer. The plugs must be inspected by the Subdivider with the County present weekly and immediately after rain events.
2. The installation of the plugs is subject to inspection by the County. The Subdivider shall be liable for any failures thereof and resulting damage until the Improvements have been accepted by the County and the maintenance period has expired.
3. Only upon final acceptance of downstream improvements shall the County permit the plugs installed as specified herein to be removed.
4. The Subdivider agrees that no occupancy permit shall be issued until the Improvements have been accepted into public service.

**REMAINING PROVISIONS**

All remaining provisions of the Agreement shall continue in full force and effect unless specifically amended herein.

IN WITNESS WHEREOF, the Subdivider and the County have executed this Amendment No. 1 as of the date first written above.

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

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RESOLUTION NO. 20-862

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**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR NORTHLAKE PRESERVE SECTION 2:**

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

WHEREAS, the construction of new sanitary sewers at the Northlake Preserve Section 2 have been completed to meet Delaware County Sewer District requirements; and

WHEREAS, the Sewer District has received the necessary items required by the Subdivider’s Agreement; and

WHEREAS, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

**Northlake Preserve Section 2**

1,451 linear feet of 8-inch PVC sanitary sewer mainline	\$96,974.60
39 ct. 8x6 PVC wye fittings	\$ 8,385.00
281 linear feet of 6-inch diameter PVC risers	\$ 6,027.45
1,322 linear feet of 6-inch diameter PVC laterals	\$58,928.25
7 sanitary manholes	<u>\$19,775.00</u>
Total	\$190,090.30

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

**7  
RESOLUTION NO. 20-863**

**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
UT20-0157	Spectrum	Fancher Road	Place cable in ROW
UT20-0158	Columbia Gas	Hyatts Road	Replace lines
UT20-0159	Century Link	Dustin Road	Road Bore
UT20-0160	MCI Metro	Manning Parkway	Install fiber optic cable
UT20-0161	Verizon	E. Powell Road	Install small cell antenna
UT20-0162	Consolidated Cooperative	Sherwood Road	Place aerial fiber
UT20-0163	Consolidated Cooperative	Steamtown Road	Place aerial fiber
UT20-0164	Consolidated Cooperative	Wheeler Road	Place aerial fiber
UT20-0165	Consolidated Cooperative	Whipple Road W. of Steamtown Rd.	Place aerial fiber
UT20-0166	Consolidated Cooperative	Whipple Road S. of Shoemaker Rd.	Place aerial fiber
UT20-0167	Consolidated Cooperative	Shoemaker Road	Place aerial fiber
UT20-0168	Consolidated Cooperative	Horseshoe Road	Place aerial fiber
UT20-0169	Consolidated Cooperative	Dulin Road	Place aerial fiber
UT20-0170	Consolidated Cooperative	Bishop Road	Place aerial fiber

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

**8**

**RESOLUTION NO. 20-864**

**IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR EVANS FARM SECTION 2, PHASE B AND EVANS FARM SECTION 2, PHASE C:**

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Evans Farm Section 2, Phase B and Evans Farm Section 2, Phase C;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Evans Farm Section 2, Phase B and Evans Farm Section 2, Phase C:

**Evans Farm Section 2, Phase B**

**OWNER’S AGREEMENT**  
**PROJECT NUMBER: 20059**

**THIS AGREEMENT**, executed on this 28<sup>th</sup> day of September 2020 between **EVANS FARM LAND DEVELOPMENT COMPANY, LLC**, hereinafter called “**OWNER**” and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Evans Farm Section 2, Phase B**, further identified as Project Number 20059 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.

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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-FIVE THOUSAND DOLLARS (\$45,000)** 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 herein.

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$2,271,700
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 227,200
INSPECTION FEE DEPOSIT	\$ 45,000

**Evans Farm Section 2, Phase C**

**OWNER'S AGREEMENT**  
**PROJECT NUMBER: 20060**

**THIS AGREEMENT**, executed on this 28<sup>th</sup> day of September 2020 between **EVANS FARM LAND DEVELOPMENT COMPANY, LLC**, hereinafter called "OWNER" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Evans Farm Section 2, Phase C**, further identified as Project Number 20060 is governed by the following considerations to wit:

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

**OPTIONS:**

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

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

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY THOUSAND DOLLARS (\$30,000)** 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 herein.

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CONSTRUCTION COST ESTIMATE	\$769,800
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 77,000
INSPECTION FEE DEPOSIT	\$ 30,000

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

**9**

**RESOLUTION NO. 20-865**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR GRAND POINTE AT NORTH ORANGE:**

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

WHEREAS, Grand Communities, LLC, has submitted the Plat of Subdivision (“Plat”) for Grand Pointe at North Orange and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Orange Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on July 7, 2020; and

WHEREAS, Del-Co Water Company has reviewed said Plat for conformance with their Regulations and approved said Plat on July 7, 2020; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat 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 for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on September 8, 2020; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on September 21, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Grand Pointe at North Orange:

**Grand Pointe at North Orange**

Situated in the Township of Orange, County of Delaware, State of Ohio, located in part of Farm Lots 3 & 4, Quarter Township 2, Township 3 North, Range 18 West, United States Military Lands, being a 21.360 acre subdivision out of a 21.360 acre tract conveyed to Grand Communities, LLC in Official Record Volume 1584, Page 1913, all references being to the records of the Recorder’s Office, Delaware County, Ohio. Cost: \$105.

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

**10**

**RESOLUTION NO. 20-866**

**IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING SURETIES FOR VINMAR VILLAGE SECTION 4 AND FOURWINDS DRIVE & SUMMIT DRIVE:**

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

**Vinmar Village Section 4**

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Vinmar Village Section 4 (“Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.24 mile to Township Road Number 1651, Olivero Drive
- Genova Court, to be known as Township Road Number 1753
- Genova Drive, to be known as Township Road Number 1754
- Jessica Drive, to be known as Township Road Number 1755

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



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- On Township Road Number 1651, Olivero Drive, at its intersection with Township Road Number 1753, Genova Court and Township Road Number 1754, Genova Drive
- On ownship Road Number 1755, Jessica Drive, at its intersection with Township Road Number 1754, Genova Drive

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

WHEREAS, the Engineer requests approval to return the Letter of Credit being held as maintenance surety to the owner, The Reserve at Vinmar, LLC.;

**Fourwinds Drive & Summit Drive**

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

- An addition of 0.39 mile to Township Road Number 1224, Fourwinds Drive
- Summit Drive, to be known as Township Road Number 1756

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

- On Township Road Number 1756, Summit Drive, at its intersection with County Road Number 35, North 3B’s & K Road

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Brookdoc Investments, LLC.;

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

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

**11  
RESOLUTION NO. 20-867**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:**

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

**Supplemental Appropriation**

22711328/5201	CARES ACT HB 481/General Supplies	106,289.39
22711328/5260	CARES ACT HB 481/Inventoried Tools & Equipment	285,863.81
22711328/5301	CARES ACT HB 481/Contracted Professional Services	17,136.45
22711328/5320	CARES ACT HB 481/Software Licenses & Computer Services	120,460.35
22711328/5328	CARES ACT HB 481/Maintenance & Repair Services	250.00

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

**12  
ADMINISTRATOR REPORTS**

Dawn Huston, Deputy Administrator  
-No reports.

**13  
COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Lewis  
-No reports.

Commissioner Merrell  
-Participated in the Jr. Fair donations.

Commissioner Benton  
-Attended the Little Brown Judge. It wasn’t the same without all the spectators in the stands.  
-The Land Bank met Wednesday. The County is making progress on some properties.

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- Attended the CEBCO retreat Friday.
- Helped with the Hunger Alliance food delivery Saturday at the Second Ward Initiative.
- The Cleveland Indians have made the playoffs.
- LSU lost this weekend.
- Oklahoma State lost this weekend.

**RECESS at 9:50 AM/RECONVENE AT 1:30 PM**

**15**

**1:30 P.M. Viewing, With The Use Of Video Technology, For The Petition Requesting The Vacation Of A 0.165 Acre Tract Of Bainbridge Mills Drive In Liberty Township (Public Participation In This Viewing, Will Be Taking Place Only By Virtual Means)**

**RECESS at 1:45 PM/RECONVENE AT 2:30 PM**

**16**

**RESOLUTION NO. 20-868**

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

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

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

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

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

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

**RESOLUTION NO. 20-869**

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

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

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

There being no further business, the meeting adjourned.

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

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

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

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