

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 9, 2020**

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

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

**Absent:**  
**Jeff Benton, President**

**1**  
**RESOLUTION NO. 20-1000**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 5, 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 November 5, 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            Absent

**2**  
**RESOLUTION NO. 20-1001**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1106:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1106 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Metropolitan Env (P2003101)	RSD Restock Preventative Maintenance	66211900-5335	\$ 7,500.00
Office City (P2003583)	Supplies for Offices	42011438-5410	\$ 22,600.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2004764	CRAUN LIEBING CO INC	PUMP FRAMES - OECC AND LOWER SCIOTO	66211900 - 5260	\$7,664.00
R2004768	DELAWARE AUTO SALES LLC	REPAIR CORONER'S DEER HIT VEHICLE	60111901 - 5370	\$7,055.37
R2004771	PROCESS PIPING SPECIALTIES INC	CHECK VALVE REBUILD KITS FOR AERATION BLOWERS -	66211900 - 5228	\$8,229.00
R2004775	MENARD INC	HISTORIC COURTHOUSE RENOVATIONS	42011438 - 5410	\$9,500.00
R2004777	H32 DESIGN AND DEVELOPMENT LLC	VIDEO KIOSKS FOR JAIL	22711328 - 5260	\$12,092.16
R2004777	H32 DESIGN AND DEVELOPMENT LLC	VIDEO KIOSKS FOR JAIL	22711328 - 5320	\$2,732.58

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

**3**  
**OUTSTANDING VETERANS AWARD RECOGNITION**  
**-FRANK HICKMAN**

**4**  
**RESOLUTION NO. 20-1002**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY-AT-LAW, REQUESTING**

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**ANNEXATION OF 32.475 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to acknowledge that on November 3, 2020, the Clerk to the Board of Commissioners received a petition requesting annexation of 32.475 acres from Delaware Township to the City of Delaware.

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

**5  
RESOLUTION NO. 20-1003**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR RIVER BLUFF PHASES 2A, 2B AND 3:**

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

WHEREAS, on November 9, 2020, a Ditch Maintenance Petition for River Bluff Phases 2A, 2B, and 3 (the "Petition") was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within River Bluff Phases 2A, 2B, and 3 located off of Section Line Road in Concord Township; and

WHEREAS, the petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the real estate taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$174,169.35 for the benefit of the condominium units being created in this development. The developed condominium area of 86 units will receive of the benefit (cost) of the project on a per acre basis. The basis for calculating the assessment for each condominium unit is therefore \$2,025.23 per unit. An annual maintenance fee equal to 2% of this basis (\$40.50) will be collected for each unit. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment in the amount of \$3,493.00 has been paid to Delaware County, receipt of which is hereby acknowledged.

- Assessments to be paid for each phase:
- Phase 2A (19 lots) -\$769.60
- Phase 2B (24 lots) - \$972.00
- Phase 3 (42 lots) - \$1,741.50

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

**6  
RESOLUTION NO. 20-1004**

**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
UT20-0197	Spectrum	Steitz Road	Place power supply cabinet in ROW
UT20-0198	Spectrum	Bean Oller Road	Place cable in ROW
UT20-0199	Spectrum	Graphics Way	Place cable in ROW
UT20-0200	AEP	Fancher Road	Road Bore/install conduit
UT20-0201	Consolidated Cooperative	Centerburg Road	Place aerial fiber
UT20-0202	Columbia Gas	Carriage Road	Install gas line
UT20-0203	AEP	Maynard Road	Directional Bore

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

**7  
RESOLUTION NO. 20-1005**

**IN THE MATTER OF APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH MLS CONSTRUCTION SERVICES, LLC FOR THE COMPLETION OF THE PROJECT KNOWN AS BRITONWOODS SECTION 1:**

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

WHEREAS, under Resolution No. 20-574, the Board authorized drawing under Letter of Credit No. 200552510 relative to the completion of Britonwoods Subdivision Public Improvements (the "Improvements"); and

WHEREAS, the County Engineer has secured MLS Construction Services, LLC, to complete the Improvements; and

WHEREAS, the County Engineer recommends approval of the Construction Services Agreement with MLS Construction Services, LLC, for the Improvements as follows:

**CONSTRUCTION SERVICES AGREEMENT**  
**Britonwoods Section 1**

This Agreement is made and entered into this 9<sup>th</sup> day of November, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and MLS Construction Services, LLC, 704 N. Old State Road, Delaware, Ohio 43015 ("Contractor"), hereinafter collectively referred to as the "Parties."

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 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, including supplemental work, required for the construction of the improvements embraced in the project named Britonwoods Section 1 (the "Services"), all in strict accordance with the Contract Documents, as defined herein.
- 1.2 The Contractor shall ensure that the Services are performed 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 The Services are described in and shall be rendered in accordance with the following documents, which are, by this reference, fully incorporated herein:
  - The specifications and approved plans for Britonwoods Section 1; and
  - The Contractor's Estimate (2020-052), dated September 16, 2020.

This Agreement and the Services rendered hereunder shall also be subject to the Delaware County Engineer's Design, Construction & Surveying Standards, which are also incorporated herein and together with this Agreement and the documents incorporated by reference in this Section 1.3 shall be referred to herein as the "Contract Documents." In the event that any provision in any component part of the Contract Documents conflicts with any provision of any other component part, the documents shall be given the following order of precedence: the terms and conditions expressly stated in this Agreement, consisting of pages 1 through 5; the specifications and approved plans for Britonwoods

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Section 1; the Delaware County Engineer's Design, Construction & Surveying Standard; the Contractor's Estimate.

**2 SUPERVISION OF SERVICES**

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer (the "Engineer") as the agent of the County for this Agreement.
- 2.2 The Engineer 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 The Contract Documents shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, 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 The County shall pay the Contractor for the Services in the sum not to exceed *Forty-Five Thousand Dollars (\$45,000)*, subject to additions and deductions as provided in the Contract Documents.
- 4.2 Total compensation under this Agreement shall not exceed \$45,000.00 without subsequent modification in compliance with Section 3.1.
- 4.3 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 Services.

**5 PAYMENT**

- 5.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Engineer and shall be in accordance with Article 4 of this Agreement and the Contract Documents.
- 5.2 Invoices shall be submitted to the Engineer by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within thirty (30) days of receipt.

**6 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS**

- 6.1 The Contractor shall commence Services upon written Notice to Proceed from the Engineer and shall complete the Services in accordance with the Contractor Documents.
- 6.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

**7 SUSPENSION OR TERMINATION OF AGREEMENT**

- 7.1 The County, upon written notice, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 7.2 In the case of termination, the Contractor 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.

**8 CHANGE IN SCOPE OF SERVICES**

- 8.1 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 effective unless and until approved in a writing signed by both Parties.

**9 INDEMNIFICATION**

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- 9.1 The Contractor 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 extent caused by any negligent acts, errors or omissions of the Contractor, 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.

## **10 INSURANCE**

- 10.1 General Liability Coverage: Contractor 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.
- 10.2 Automobile Liability Coverage: Contractor 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.
- 10.3 Workers' Compensation Coverage: Contractor 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.
- 10.4 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 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, 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. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

## **11 MISCELLANEOUS TERMS AND CONDITIONS**

- 11.1 Prohibited Interests: Contractor 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. Contractor 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.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. Contractor also agrees that, as an independent contractor, Contractor 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. **Contractor 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.**
- 11.3 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.
- 11.4 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.
- 11.5 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 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.
- 11.6 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

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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.

- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
  
- 11.8 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.
  
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services 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 Contractor 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.
  
- 11.10 Drug-Free Workplace: The Contractor 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 Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
  
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services 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 Services to which the Agreement relates.

Contractor 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 Services 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.

Contractor 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.

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio approves the Construction Services Agreement with MLS Construction Services, LLC for the completion of Britonwoods Subdivision Section 1.

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

**8  
RESOLUTION NO. 20-1006**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR LIBERTY GRAND COMMUNITIES SECTION 1; NORTHLAKE WOODS SECTION 2; LIBERTY GRAND DISTRICT SECTION 1, PHASE A; LIBERTY GRAND DISTRICT SECTION 1, PHASE B; LIBERTY GRAND DISTRICT SECTION 2, PHASE A; LIBERTY GRAND DISTRICT SECTION 2, PHASE B; AND NORTHSTAR SECTION 1, PHASE B;**

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

**Liberty Grand Communities Section 1**

WHEREAS, Liberty Grand, LLC, has submitted the Plat of Subdivision (“Plat”) for Liberty Grand Communities Section 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

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

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on September 24, 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 September 30, 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 October 16, 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 October 30, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Grand Communities Section 1:

**Liberty Grand Communities Section 1**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots D (67.350 Ac.), E (25.581 Ac.), 7 (10.042 Ac.), 22 (10.746), 26 (80.200 Ac.) and 27 (86.409 Ac.), Quarter Township 2, Township 3, Range 19, United States Military Lands, containing 280.328 acres of land, more or less, said 280.328 acres being comprised of all of those tracts of land conveyed to Liberty Grand, LLC by deeds of record in Official Record 1704, Page 2532 and Official Record 1704, Page 2691, and part of those tracts of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1705, Page 1453, Recorder's Office, Delaware County Ohio.

**Northlake Woods Section 2**

WHEREAS, Homewood Corporation has submitted the Plat of Subdivision ("Plat") for Northlake Woods Section 2 including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

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

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 7, 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 October 8, 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 October 16, 2020; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat and Plans October 30, 2020;

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

**Northlake Woods Section 2**

Situated in the States of Ohio, County of Delaware, Township of Berkshire, Farm Lot 3, Section 2 Township 4, Range 17, United States Military Lands, Being 11.433 acres of land all out of Lot 1214 of the plat entitled Fourwinds Dive Section 2, of record in Plat Cabinet 4, Slide 53, being of record in the Recorder's Office, Delaware County, Ohio. Cost: \$138.

**Liberty Grand District Section 1, Phase A**

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision ("Plat") for Liberty Grand District Section 1, Phase A, 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 October 1, 2020; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and

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regulations and approved said Plat on October 6, 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 October 8, 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 October 16, 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 October 30, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Grand District Section 1, Phase A:

**Liberty Grand District Section 1, Phase A**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots D (0.116 Ac.), and 27 (14.423 Ac.), Quarter Township 2, Township 3, Range 19, United States Military Lands containing 14.539 acres of land, more or less, said 14.539 acres being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1705, Page 1453 also being a resubdivision of part of Lot 6166 of the subdivision entitled "Liberty Grand Communities Section 1". Cost: \$72.00.

**Liberty Grand District Section 1, Phase B**

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision ("Plat") for Liberty Grand District Section 1, Phase B, 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 October 1, 2020; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 6, 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 October 8, 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 October 16, 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 October 30, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Grand District Section 1, Phase B:

**Liberty Grand District Section 1, Phase B**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 27, Quarter Township 2, Township 4, Range 19, United States Military Lands, containing 5.500 acre of land, more or less, said 5.500 acres being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 1705, Page 1453 also being a resubdivision of part of Lot 6166 of the subdivision entitled "Liberty Grand Communities Section 1". Cost: \$78.

**Liberty Grand District Section 2, Phase A**

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision ("Plat") for Liberty Grand District Section 2, Phase A, 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 October 1, 2020; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 6, 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 October 8, 2020; and

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WHEREAS, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on October 16, 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 October 30, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Grand District Section 2, Phase A:

**Liberty Grand District Section 2, Phase A**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 26, Quarter Township 2, Township 3, Range 19, United States Military Lands containing 17.748 acres of land, more or less, said 17.748 acres being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC, also being a resubdivision of part of Lot 6166 of the subdivision entitled "Liberty Grand Communities Section 1". Cost: \$102.

**Liberty Grand District Section 2, Phase B**

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision ("Plat") for Liberty Grand District Section 2, Phase B, 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 October 1, 2020; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 6, 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 October 8, 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 October 16, 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 October 30, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Grand District Section 2, Phase B:

**Liberty Grand District Section 2, Phase B**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 26, Quarter Township 2, Township 3, Range 19, United States Military Lands containing 3.494 acres of land, more or less, said 3.494 acres being part of that tract of land conveyed to M/I Homes of Central Ohio, LLC also being a resubdivision of part of Lot 6166 of the subdivision entitled "Liberty Grand Communities Section 1". Cost: \$57.

**Northstar Section 1, Phase B**

WHEREAS, Nationwide Realty Investors has submitted the Plat of Subdivision ("Plat") for Northstar Section 1, Phase B including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

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

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on October 7, 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 October 8, 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 October 16, 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 October 30, 2020;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northstar Section 1, Phase B:

**Northstar Section 1, Phase B**

Situated in the State of Ohio, County of Delaware, Township of Berkshire, I Farm Lot 3, Quarter Township 2, Township 4, Range 17, United States Military Lands containing 20.982 acres of land, more or less, said 20.982 acres being all of that 20.982 acre tract of land conveyed to Northstar Residential Development, LLC by deed of Record in Official Record 879, Page 1476, Recorder’s Office, Delaware County, Ohio. Cost: \$156.

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

**9  
RESOLUTION NO. 20-1007**

**IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING RECOMMENDED SPEED LIMITS, AND RELEASING FINANCIAL GUARANTEES FOR MIRASOL SECTION 2; THE PINES SECTION 1, PHASE A; THE PINES SECTION 1, PHASE B; OLD HARBOR ESTATES SECTION 2; HOWARD FARMS SECTION 1, PHASE A; THE HEATHERS AT GOLF VILLAGE SECTION 3, PHASE A, AND DEL-CR 124-7.69:**

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

**Mirasol Section 2**

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Mirasol Section 2 (the “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 0.35 mile to Township Road Number 1654, Via Florenza Drive
- Mirasol Drive, to be known as Township Road Number 1760
- Speranza Loop, to be known as Township Road Number 1761; and

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

- On Township Road Number 1760, Mirasol Drive, at its intersection with County Road Number 106, Lewis Center Road
- On Township Road Number 1760, Mirasol Drive, at its intersection with Township Road Number 1654, Via Florenza Drive and Township Road Number 1761, Speranza Loop
- On Township Road Number 1761, Speranza Loop, at its intersection with Township Road Number 1654, Via Florenza Drive; and

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Romanelli & Hughes;

**The Pines Section 1, Phase A**

WHEREAS, the Engineer has reviewed the roadway construction of the roads within The Pines Section 1, Phase A (the “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:

- Whispering Pines Road, to be known as Township Road Number 1762
- Whispering Pines Loop, to be known as Township Road Number 1763
- Whitehill Drive, to be known as Township Road Number 1764
- Russell Woods Drive, to be known as Township Road Number 1765; and

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

- On Township Road Number 1763, Whispering Pines Loop, at its intersection with Township Road Number 1765, Russell Woods Drive
- On Township Road Number 1764, Whitehill Drive, at its intersection with Township Road Number 1763, Whispering Pines Loop
- On Township Road Number 1764, Whitehill Drive, at its intersection with Township Road Number 1763, Whispering Pines Loop; and

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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, M/I Homes of Central Ohio;

**The Pines Section 1, Phase B**

WHEREAS, the Engineer has reviewed the roadway construction of the roads within The Pines Section 1, Phase B (the "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 0.15 mile to Township Road Number 1765, Russell Woods Drive
- Bislett Court, to be known as Township Road Number 1766; and

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

- On Township Road Number 1766, Bislett Court, at its intersection with Township Road Number 1765, Russell Woods Drive; and

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio;

**Old Harbor Estates Section 2**

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Old Harbor Estates Section 2 (the "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 0.23 mile to Township Road Number 1751, Topsail Drive
- Clipper Court, to be known as Township Road Number 1767
- Anchor Drive, to be known as Township Road Number 1768; and

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

- On Township Road Number 1751, Topsail Drive, at its intersection with Township Road Number 274, Hollenback Road
- On Township Road Number 1767, Clipper Court, at its intersection with Township Road Number 1751, Topsail Drive
- On Township Road Number 1768, Anchor Drive, at its intersection with Township Road Number 1751, Topsail Drive; and

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

WHEREAS, the Engineer requests approval to return the bond being held as maintenance surety to the owner, Old Harbor Estates, LLC;

**Howard Farms Section 1, Phase A**

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Howard Farms Section 1, Phase A (the "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:

- Howard Farms Drive, to be known as Township Road Number 1769
- Emory Street, to be known as Township Road Number 1770
- Willet Way, to be known as Township Road Number 1771
- Basil Drive, to be known as Township Road Number 1772
- Annabel Way, to be known as Township Road Number 1773
- Hayden Drive, to be known as Township Road Number 1774
- Blantons Pass, to be known as Township Road Number 1775; and

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

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- On Township Road Number 1769, Howard Farms Drive, at its intersection with County Road Number 72, Cheshire Road
- On Township Road Number 1769, Howard Farms Drive, at its intersection with Township Road Number 1770, Emory Street
- On Township Road Number 1771, Willet Way, at its intersection with Township Road Number 1769, Howard Farms Drive
- On Township Road Number 1772, Basil Drive, at its intersection with Township Road Number 1769, Howard Farms Drive
- On Township Road Number 1773, Annabel Way, at its intersection with Township Road Number 1769, Howard Farms Drive
- On Township Road Number 1774, Hayden Drive, at its intersection with Township Road Number 1773, Annabel Way
- On Township Road Number 1774, Hayden Drive, at its intersection with Township Road Number 1770, Emory Street
- On Township Road Number 1775, Blantons Pass, at its intersection with Township Road Number 1774, Hayden Drive; and

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

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

**The Heathers at Golf Village Section 3, Phase A**

WHEREAS, the Engineer has reviewed the roadway construction of the roads within The Heathers at Golf Village Section 3, Phase A (the “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 0.15 mile to Township Road Number 1679, Beechwood Drive
- An addition of 0.03 mile to Township Road Number 1711, Prairie Knoll Drive
- An addition of 0.07 mile to Township Road Number 1712, Rocky Ridge Drive; and

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

- On Township Road Number 1711, Prairie Knoll Drive, at its intersection with Township Road Number 1712, Rocky Ridge Drive
- On Township Road Number 1712, Rocky Ridge Drive, at its intersection with Township Road Number 1679, Beechwood Drive; and

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

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

**DEL-CR 124-7.69**

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Delaware County Project DEL-CR 124-7.69 (the “Improvements”) and finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Improvements be accepted into the public system:

- An addition of 0.80 mile to County Road Number 124, Home Road
- An addition of 0.20 mile to Township Road Number 409, Green Meadows Drive
- An addition of 0.14 mile to Township Road Number 808, Graphics Way; and

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

- Create a signal at County Road Number 124, Home Road, at its intersection with US Route 23
- On Township Road Number 409, Green Meadows Drive, at its intersection with County Road Number 124, Home Road
- On Township Road Number 808, Graphics Way, at its intersection with County Road Number 124, Home Road; and

WHEREAS, the Engineer also recommends that 45 mile per hour speed limits be established on Home Road and 35 mile per hour speed limits be established on Green Meadows Drive and Graphics Way;

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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 financial guarantees in accordance with the Engineer’s recommendations stated herein.

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

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**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-No reports.

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**COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Lewis

-A reminder that there will be a rededication of the War Memorials on Wednesday, November 11, 2020 at 11:00 AM.

Commissioner Merrell

-There will be a dedication ceremony in honor of former County Treasurer Jon Peterson Thursday at 11:00 outside the Hayes Building.

-Budget hearing begin this week.

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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

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Jennifer Walraven, Clerk to the Commissioners