

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021

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

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

1
RESOLUTION NO. 21-408

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 13, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 13, 2021; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
RESOLUTION NO. 21-409

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0514:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0514 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2103119	EPS	CAMERA UPGRADE - HAYES BUILDING	40111402 - 5450	\$15,735.24
R2103129	PNC BANK	3RD AXLE FOR TANKER TRUCK	66211900 - 5450	\$5,491.00
R2103139	VASU COMMUNICATIONS INC	RADIO EQUIPMENT - NEW AMBULANCES	41711436 - 5450	\$5,976.32
R2103140	STRYKER SALES CORP	POWER LOAD COTS - NEW AMBULANCES	41711436 - 5450	\$92,493.06
R2103162	PEDIATRIC EMERGENCY STANDARDS INC	Handtevy Bag Set- 14 Pediatric Pediatric Bags	10011303 - 5201	\$7,075.00

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

3
RESOLUTION NO. 21-410

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM BOB EVANS RESTAURANT, LLC (DBA BOB EVANS RESTAURANT 481) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new D2 liquor license request from Bob Evans Restaurant, LLC (DBA Bob Evans Restaurant 481), located at 9891 Brewster Lane, Powell, Ohio 43065; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021**

notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

4

RESOLUTION NO. 21-411

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE COUNTY COMMISSIONERS, AND THE BOARD OF EDUCATION OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR A TRUANCY OFFICER:

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

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the agreement between the Delaware County Juvenile Court; the Board of Delaware County Commissioners, and the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement with the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer;

FURTHER BE IT RESOLVED that the Delaware County Board of Commissioners authorizes the County Administrator to execute the agreement with the Board of Education of the Educational Service Center of Central Ohio for a Truancy Officer.

2020-2021 AGREEMENT FOR TRUANCY OFFICER

This Agreement for Truancy Officer (“Agreement”) is entered into this 17th day of May, 2021 by and between the Board of Commissioners, Delaware County, Ohio (“Board”), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court (“Court”), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively “County”), and the Board of Education of the Educational Service Center of Central Ohio (“ESC”), an educational service center created pursuant to R.C. § 3313.01, whose principal place of business is located at 2080 Citygate Drive, Columbus, Ohio 43219 (individually “Party”, collectively “Parties”).

PREAMBLE

- A. WHEREAS**, with the consent and approval of the judge of the juvenile court, R.C. § 3321.15 allows a probation officer of the juvenile court to be designated as an educational service center attendance officer; and,
- B. WHEREAS**, the compensation of a probation officer so designated shall be fixed and paid in the same manner as salaries of other probation officers of the juvenile court; and,
- C. WHEREAS**, in addition to such compensation, the governing board of an educational service center may pay additional compensation to any probation officer designated as attendance officer; and,
- D. WHEREAS**, the traveling expenses of a probation officer so designated as attendance officer, which would not be otherwise incurred as a probation officer, shall be paid by the educational service center governing board; and,
- E. WHEREAS**, pursuant to R.C. § 3321.15, the Parties desire and the Court agrees to designate a full time probation officer of the Court as the ESC attendance officer and ESC agrees to assist the Court with funding such a position consistent with R.C. § 3321.15 and upon the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, conditions, and agreements of the Parties contained herein, it is agreed as follows:

1. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which a Court probation officer shall be designated as the ESC attendance officer and under which ESC shall provide funding for such position.

2. AUTHORITY

The Parties are authorized to enter this Agreement pursuant to, including, but not limited to, R.C. § 3321.15.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021**

3. STATEMENT OF WORK

Pursuant to R.C. § 3321.15, with the consent and approval of the judge of the Court, the Court agrees to hire, appoint, and manage one (1) full-time probation officer of the Court to be designated and serve as the ESC attendance officer (“Officer”) for the Big Walnut Local School District, Buckeye Valley Local Schools, and the Olentangy Local School District (collectively “Schools”).

The Officer shall work under the direction of the ESC superintendent. It shall be the responsibility of the Officer to investigate the failure of children to attend and parents, guardians, and/or other responsible persons to cause a child’s attendance at any of the Schools.

The Officer shall remain an employee of the Court. The compensation of the Officer, including salary and benefits, shall be fixed and paid in the same manner as compensation, including salary and benefits, of other probation officers of the Court. The County shall provide office space, a desk, telephone, computer, access to the internet, access to a copier, and standard office supplies for the Officer.

ESC shall address all performance issues and/or concerns regarding the Officer to the Court and not directly to the Officer. The Court may, if it determines appropriate, then address such issues with the Officer.

The Court shall have and retain exclusive authority over and control of all discipline matters and/or termination of the Officer.

4. COMPENSATION FOR SERVICES

In exchange for the Court hiring, appointing, and managing an Officer pursuant to the terms and conditions of this Agreement, ESC shall pay to the Court, not to exceed, the following amount for the compensation of the Officer, including salary and benefits:

\$71,631.00

The above amount shall be payable to the Court on or before October 31, 2020. It is understood by the Parties that the actual amount paid may be less, based upon actual compensation (salary and benefits) paid to or on behalf of the Officer. The Court shall invoice ESC for the compensation of the Officer no less than thirty (30) days prior to the payment date stated above. ESC shall submit payment in-full to the Court by no later than the date stated above.

The traveling expenses of the Officer as attendance officer, which would not otherwise be incurred as a probation officer, shall be in addition to the above amount for compensation and shall be paid to the Court out of the educational service center governing board fund. The Court shall submit invoices to ESC for traveling expenses as incurred by the Officer, but no more frequently than once per month. ESC shall have thirty (30) days to pay any such invoices.

The Parties agree that the Board, the Court, and Delaware County, Ohio have no financial obligation to ESC or otherwise in connection with this Agreement.

5. TERM

This Agreement shall be effective July 1, 2020 through June 30, 2021.

6. RENEWAL

Upon written agreement of the Parties, this Agreement may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing signed by the Parties.

7. TERMINATION

This Agreement may be terminated as follows:

A. Convenience:

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party.

OR

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

B. Breach or Default:

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except:

- ESC shall pay and the Court shall be entitled to receive compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- If ESC has already paid the Court pursuant to this Agreement, the Court shall refund to ESC, not to exceed the total amount received from ESC for the services of the Officer, the amount received less any compensation for services provided by the Officer as the ESC attendance officer through the effective date of termination.
- ESC shall pay and the Court shall be entitled to receive any traveling expenses incurred by the Officer as attendance officer, which would not otherwise have been incurred as a probation officer, through the effective date of termination.

If the Agreement is terminated pursuant to this Section, the Parties shall have no cause of action against the other Party, except for a cause of action for non-payment for the services and traveling expenses rendered or incurred by the Officer through the effective date of termination.

Notwithstanding, the Parties, without limitation, retain and reserve and may exercise any available administrative, contractual, equitable or legal actions or remedies.

8. SEPARATION FROM EMPLOYMENT OR CEASING TO SERVE AS OFFICER

If for any reason during the term of this Agreement, the Officer separates from employment with the Court or otherwise ceases to service as the Officer, the Parties shall meet and decide whether to appoint a replacement and continue with this Agreement or whether to terminate this Agreement consistent with the termination provisions of this Agreement. The Court shall have sole authority to determine any replacement.

9. WAIVER

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default of this Agreement is not and shall not be interpreted as a waiver of any such subsequent occurrence. If either Party fails to perform an obligation(s) under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the County, the Judge shall approve any waiver.

10. NO FUTURE COMMITMENT

This Agreement shall not constitute a binding commitment or agreement by the Court to continue this arrangement or the employment of the Officer either during or beyond the term of this Agreement or any termination of this Agreement.

11. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers resulting from the performance of this Agreement.

12. AMENDMENTS

This Agreement may only be amended in writing with the signed mutual consent and agreement of the Parties.

13. NON-DISCRIMINATION

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity.
- B. The Parties shall not in any way or manner discriminate against any employee, applicant for employment, or person on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021

14. ACCESSIBILITY

In full-filling the obligations of this Agreement, the Parties certify and agree as follows:

- A. The Parties shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped.
- B. The Parties shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

15. DRUG FREE ENVIRONMENT

The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

16. CERTIFICATION REGARDING FINDINGS FOR RECOVERY

ESC, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending or issued against it by the State of Ohio.

Tom Goodney
Superintendent

Date

17. COURT AND COUNTY POLICIES

The Officer shall be bound by, conform to, comply with, and abide by all current applicable Court policies (“Court Policy”) and Delaware County policies (“County Policy”). The County may, in its sole discretion, discipline the Officer, including up to termination, and may, notwithstanding any other provision of this Agreement, immediately terminate this Agreement, subject to the surviving rights and obligations listed in subsection 7, for failure of the Officer to comply with Court Policy and/or County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. Copies of Court Policy are available upon request. The Court and/or County reserve the authority to change, supplement, amend, replace, enact, repeal, and/or rescind Court Policy and/or County Policy at any time, for any reason, and without notice.

18. NOTICES

All notices, consents, and/or other communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Court and Board:

Karen Wadkins
Fiscal Coordinator
Delaware County Juvenile Court
145 North Union Street, Ground Floor
Delaware, Ohio 43015

Facsimile: (740) 833-2599

Email: kwadkins@co.delaware.oh.us

ESC:

Tom Goodney
Superintendent
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, Ohio 43219

Facsimile: _____

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021**

Email: _____

19. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

20. ASSIGNMENT

This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred.

21. 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.

22. DRAFTING

This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

23. HEADINGS

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

25. COUNTERPARTS

This Agreement may be executed in counterparts.

26. SIGNATURES

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.

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

**6
RESOLUTION NO. 21-412**

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

It was moved by Mr. Benton, 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
UT21-0105	Columbia Gas of Ohio	Hyatts Road	Install gas main
UT21-0106	Consolidated Cooperative	Worthington Road	Relocate buried cable in ROW
UT21-0107	Spectrum	Gorsuch Road	Place cable in ROW
UT21-0108	Spectrum	Maynard Road	Place cable in ROW

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

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021

7

RESOLUTION NO. 21-413

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR EVANS FARM MARKETPLACE WEST, SECTION 1, A RESUBDIVISION OF LOT 8884 OF EVANS FARM MARKETPLACE TOWNHOMES WEST 1 & A RESUBDIVISION OF A PORTION OF LOT 8890 OF EVANS FARM MARKETPLACE

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

WHEREAS, BZ Evans, LLC, has submitted the Plat of Subdivision (“Plat”) for Evans Farm Marketplace West, Section 1, a Resubdivision of Lot 8884 of Evans Farm Marketplace Townhomes West 1 & a Resubdivision of a Portion of Lot 8890 of Evans Farm Marketplace 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 March 15, 2021; 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 April 9, 2021; and

WHEREAS, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on April 12, 2021; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on May 3, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Evans Farm Marketplace West, Section 1, a Resubdivision of Lot 8884 of Evans Farm Marketplace Townhomes West 1 & a Resubdivision of a portion of lot 8890 of Evans Farm Marketplace.

Evans Farm Marketplace West, Section 1, a Resubdivision of Lot 8884 of Evans Farm Marketplace Townhomes West 1 & a Resubdivision of a Portion of Lot 8890 of Evans Farm Marketplace

Situated in the State of Ohio, County of Delaware, Township of Orange, Farms Lots 15 & 16, United States Military Lands, Quarter Township 2, Township 3, Range 18, Being 1.964 acres of land, being 0.171 acres all out of Lot 8884 of Evans Farm Marketplace Townhomes West of Record in Plat Cabinet 5, Slide 537, being 0.027 acres all out of Lot 8890 of Evans Farm Marketplace of record in Plat Cabinet 5, Slide 530-530J, being 0.980 acres out of a 10.769 acre original tract of land as conveyed to BZ Evans, LLC, of record in Deed Book 1701, Page 2316, being 0.717 acres out of a 6.00 acre tract of land as conveyed to BZ Evans, LLC in Deed Book 1701, , Page 2196, and being 0.069 acres out of a 21.264 acre tract of land as conveyed to BZ Evans, LLC of record in Deed Book 1614, Page 1715, being of record of the Recorder’s Office, Delaware County, Ohio. Cost: \$6.00.

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

8

RESOLUTION NO. 21-414

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR THE VILLAS AT OLD HARBOR EAST:

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

WHEREAS, on May 17, 2021, a Ditch Maintenance Petition for The Villas at Old Harbor East (the “Petition”) was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within The Villas at Old Harbor East located off South Old State Road in Berlin 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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021**

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 \$97,365.51. The drainage improvements are being constructed for the benefit of the condominium units being created in this development. The developed condominium area of 50 units will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$1,947.31 per unit. An annual maintenance fee equal to 2% of this basis (\$38.95) will be collected for each developed condominium 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 for all of the lots in the amount of \$1,947.50 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

9
RESOLUTION NO. 21-415

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR NORTHLAKE PRESERVE SECTION 5 AND NORTHLAKE PRESERVE SECTION 6:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Northlake Preserve Section 5 and Northlake Preserve Section 6;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Northlake Preserve Section 5 and Northlake Preserve Section 6:

Northlake Preserve Section 5

OWNER’S AGREEMENT
PROJECT NUMBER: 21052

THIS AGREEMENT, executed on this 17th day of May, 2021 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Northlake Preserve Section 5**, further identified as Project Number 21052 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD MAY 17, 2021

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 **TWENTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$26,500)** 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	\$331,700
CONSTRUCTION BOND AMOUNT	\$331,700
MAINTENANCE BOND AMOUNT	\$ 32,000
INSPECTION FEE DEPOSIT	\$ 26,500

Northlake Preserve Section 6

OWNER'S AGREEMENT

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021**

PROJECT NUMBER: 21053

THIS AGREEMENT, executed on this 17th day of May, 2021 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTHLAKE PRESERVE SECTION 6**, further identified as Project Number 21053 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-TWO THOUSAND DOLLARS (\$32,000)** 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,

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021

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	\$810,100
CONSTRUCTION BOND AMOUNT	\$810,000
MAINTENANCE BOND AMOUNT	\$ 81,000
INSPECTION FEE DEPOSIT	\$ 32,000

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

10

RESOLUTION NO. 21-416

IN THE MATTER OF APPOINTING FRED JOHNSON AS CHAIRPERSON OF THE DELAWARE COUNTY TRANSIT BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Transit Board (the “Transit Board”) and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, pursuant to section 306.02, the Board of Commissioners shall designate a chairperson of the Transit Board for the member’s term of office or for the term of three years, whichever is shorter; and

WHEREAS, the position of chairperson of the Transit Board was not designated upon the expiration of the previous chairperson designation on October 24, 2018, resulting in a vacancy;

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

Section 1. The Board of Commissioners hereby designates Fred Johnson to serve as chairperson of the Transit Board, effective immediately upon adoption of this Resolution and continuing through October 24, 2021, when his current term as a member of the Transit Board expires.

Section 2. The Clerk to the Board of Commissioners is hereby directed to certify a copy of this Resolution to the Transit Board.

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

Other Business:

RESOLUTION NO. 21-417

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR EMERGENCY MEDICAL SERVICES:

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

Transfer of Appropriation

From:

To:

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021**

10011303-5335	10011303-5450	25,644.00
Emergency Medical Services/Rental Services	Emergency Medical Services/Machinery & Equip	

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

11

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

- This week marks the start of EMS week in Delaware County.
- Last week was Law Enforcement week in Delaware County. Was able to help celebrate by having lunch with some of the staff at the Jail last Thursday. Director Brandt spoke about showing the 911 Center’s support for Law Enforcement by decorating the Center in all blue. You can log onto Facebook and search the page “Like Ohio Blue” to vote your support for DelComm until 9:00 on Wednesday.
- Met with Judge Schuck, Judge Gormley, Judge Hejmanowski and Sheriff Martin about the T-CAP funding.

12

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

- Will be participating in a video today for DelComm.

Commissioner Benton

- The Land Bank will meet on Wednesday.
- ODOT will provide an update on the Route 23 Corridor Study Thursday morning at 8:00 AM
- Participated in the America Rescue Plan guidelines call last week.

Commissioner Merrell

- Has asked Administrator Frommer to look into canceling some of the meeting dates in July/August.
- Attended a VCAS (Veteran Canine Animal Services) gathering Saturday. This program sets up companion animals for Veterans.
- Speaking today to Delaware Rotary.
- Will be participating in a virtual meeting this afternoon at 3:00, along with Karla Herron, to discuss the State Voting Bill.

13

RESOLUTION NO. 21-418

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING:

It was moved by Mrs. Lewis, seconded by Mr. Benton 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 employment; compensation of a public employee or public official; to consider the sale of property at competitive bidding.

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

RESOLUTION NO. 21-419

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RECESS 10:40 AM/RECONVENE 1:30 PM

RESOLUTION NO. 21-420

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

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

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 17, 2021

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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

RESOLUTION NO. 21-421

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

- Attendance Commissioners' Hearing Room:
Michael Frommer, County Administrator
Dawn Huston, Deputy County Administrator
Aric Hochstettler, Staff Attorney
Jennifer Walraven, Clerk to the Board Commissioners
Sarah Dinovo, Assistant Clerk/Administrative Assistant
Lee Bodnar, County Engineer Administrator
Patrick Brandt, Director of Emergency Communications
Rob Platte, Economic Development Administrator
Jeff Fishel, Director of Emergency Medical Services
Karen Wadkins, Fiscal Coordinator Delaware County Probate/Juvenile Court
Amelia Wadkins

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners