

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021**

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

Present:
Gary Merrell, President
Jeff Benton, Commissioner

Absent:
Barb Lewis, Vice President

1:30 P.M. Final Hearing For The Kingston Township #2017-1 Watershed Drainage Improvement Petition Project

1
RESOLUTION NO. 21-487

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 3, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 3, 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 Absent Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 21-488

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0604:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0604 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Metropolitan Env (P2100951)	RSD Vac-Box rentals	66211900-5335	\$25,000.00
BODD (P2101148)	JFS program services	70161606-5348	\$33,173.00
Beth Mirka (P2100326)	JFS program services	70161606-5348	\$ 3,840.00
PNC (P2100976)	Pro Card JFS Services WIOA	22311611-5300	\$ 4,800.00
PNC (P2100976)	Pro Card JFS Supplies WIOA	22311611-5200	\$ 1,700.00
PNC (P2100199)	Pro Card JFS Services PRC	22411602-5300	\$ 4,800.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2103381	TROPHY INDUSTRIAL MAINTENANCE	REPAIRS TO BLOWER #2 AT OECC	66211900 - 5428	\$6,237.5
R2103384	LIMBACH COMPANY LLC	TEMPORARY AC UNIT RENTAL FOR LAB - OECC	66211900 - 5335	\$4,731.00
R2103384	LIMBACH COMPANY LLC	REPLACEMENT WATER FURNACE AT OECC	66211900 - 5450	\$15,269.00

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

4
RESOLUTION NO. 21-489

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021**

IN THE MATTER OF APPROVING THE CASA PROGRAM EXPANSION AGREEMENT FOR DELAWARE COUNTY:

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

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the CASA Program Expansion Agreement for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the CASA Program Expansion Agreement for Delaware County;

FURTHER BE IT RESOLVED that the Delaware County Board of Commissioners authorizes the County Administrator to execute the CASA Program Expansion Agreement for Delaware County.

CASA Program Expansion Agreement for Delaware County

By this Agreement for expansion funds for the local CASA program, entered into by the Ohio CASA Association and the CASA Program of Delaware County, both parties agree as follows:

Section 1: Purpose

This agreement confirms that the Ohio CASA/GAL Association (herein referred to as "the Association") will provide financial support as outlined below to Delaware County (herein referred to as "the Program") for the sole purpose of expanding their local CASA program in compliance with the conditions stated below and in the appended submitted proposal. This agreement and the conditions outlined shall not be modified except in writing and with approval of both parties.

Section 2: Funds

The Association shall pay to the Program \$46,800. The Program agrees to use these funds for the sole purpose of expanding their CASA program to serve abused, neglected and dependent children in the court system. The first of two payments of the funds, being one-half of the total amount, shall be provided to the Program within ten business days of full execution of this agreement. The second payment of the remainder of the funds committed will be forwarded to the Program upon submission of an approved status report approximately half way through the one-year project period.

Section 3: Reports

The Program will provide to the Association upon request, narrative reports providing information on 1) program staffing, 2) recruiting, screening and training volunteers, 3) volunteer training activities, 4) program policy development, 5) the number and type of cases where a CASA volunteer has been appointed, and 6) issues that the program has encountered for which the program would like assistance. Furthermore, these reports shall outline and verify compliance with the court's appended proposal and National CASA standards. A report is due approximately six months after the receipt of funds and upon completion of one year.

Section 4: Standards

The Program agrees to maintain the program in compliance with National CASA Association standards and Supreme Court of Ohio Superintendence Rule 48 guidelines.

Section 5: On-site Visits

The Program agrees to participate in on-site reviews "with staff from the Association and will make available appropriate written policies, program data, volunteer and child files, volunteer pre-service training agendas and fiscal records available for review. The Program will also make appropriate program and court staff and volunteers available for interviews with the Association staff if requested.

Section 6: Data Collection

The Program will use CASA Manager as provided by the Association, or a similar case management system at their cost, as their local case management software and data collection process maintaining timely and accurate data records.

Section 7: Membership

The Program will pay dues in order to establish membership both with the Association and the National CASA Association within three months after execution of this agreement. The Program will also provide to prospective volunteers the Association's individual membership forms and CASA license plate information during recruitment or pre-service training. The program director and other program staff as appropriate will participate in state CASA networking opportunities, to the best of their ability, including but not limited to quarterly directors meetings and the annual state conference.

Section 8: Continuation of Funding

There is no expectation to commitment of additional funding after this initial one-year disbursement. However, based on milestones achieved, cooperation exhibited, and long-term sustainability likelihood, the Association will work with the Program to help secure future funding.

Section 9: Termination of Agreement

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021**

The Association represents that this Agreement is dependent upon the receipt of adequate funds and the Association may reduce the funds outlined in Section 2 or terminate this Agreement should its appropriations be reduced or should the source being used to fund this initiative be reduced or terminated.

It is the Program's responsibility to ensure the funds are used in accordance with their appended proposal and National CASA standards. Upon request by the Association, the Program shall provide documents to demonstrate expenditure of the funds. The Program shall be in default under the Agreement if it fails to timely perform or observe any of its obligations under this Contract as outlined in the appended proposal and is not remedied within ten- business days of the date of written notice of any such event given by the Association. Upon failure to remedy the default, the court forfeits any future funds from the Association.

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

RESOLUTION NO. 21-490

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR HARLEM ESTATES AND HARVEST CURVE:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Harlem Estates and Harvest Curve;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Harlem Estates and Harvest Curve:

Harlem Estates

OWNER’S AGREEMENT
PROJECT NUMBER: 21055

THIS AGREEMENT, executed on this 7th day of June, 2021 between **AV INVESTMENTS, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Harlem Estates**, further identified as Project Number 21055 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 2 for this project.

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

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

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

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021**

to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-THREE THOUSAND DOLLARS (\$43,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance 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	\$861,500
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 86,200
INSPECTION FEE DEPOSIT	\$ 43,000

Harvest Curve

OWNER'S AGREEMENT
PROJECT NUMBER: 21059

THIS AGREEMENT, executed on this 7th day of June, 2021 between **ROCKFORD HOMES, INC.**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **HARVEST CURVE**, further identified as Project Number 21059 is governed by the following considerations to wit:

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021**

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 **FIFTY THOUSAND DOLLARS (\$50,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021**

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

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

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

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$2,105,911
CONSTRUCTION BOND AMOUNT	\$2,105,911
MAINTENANCE BOND AMOUNT	\$ 230,390
INSPECTION FEE DEPOSIT	\$ 50,000

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

6
RESOLUTION NO. 21-491

IN THE MATTER OF APPROVING A DEVELOPER’S AGREEMENT FOR STEITZ ROAD CONTRIBUTION IN CONJUNCTION WITH HARVEST CURVE:

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

WHEREAS, the Engineer recommends approving the Developer’s Agreement for Steitz Road Contribution from Rockford Homes Inc. in conjunction with Harvest Curve;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Developer’s Agreement for Steitz Road Contribution from Rockford Homes Inc. in conjunction with Harvest Curve as follows:

**DEVELOPER’S AGREEMENT
JOB #21057**

THIS AGREEMENT made and entered into this 7th day of June, 2021, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ROCKFORD HOMES INC.**, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Harvest Curve (the “Development”), which will include a new roadway access to Steitz Road and contribute to the need for improvements to Steitz Road or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the “Improvements”).
- 2) On or before March 1, 2023, the **OWNER** shall pay to the **COUNTY** Three Hundred Fifty-Nine Thousand Dollars (\$359,000), mutually agreed to be the **OWNER’S** proportional share of, and contribution toward, the cost and expense of the Improvements. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY** for improvements to Steitz Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The **OWNER** is to provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of Three Hundred Fifty-Nine Thousand Dollars (\$359,000), payable to the **BOARD OF COUNTY COMMISSIONERS**, to insure the faithful performance of this **AGREEMENT**. Said financial warranty will be released and returned to the **OWNER** within thirty (30) days of the receipt of payment as required in Section 2 hereof.
- 4) To the extent the **OWNER**, either directly or through its agents or contractors, performs any work within the **COUNTY’S** right-of-way, the **OWNER** shall indemnify and hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to suspend or terminate any permit for access to or work within the **COUNTY** right-of-way.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021**

- 6) If the **OWNER** should 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**.
- 7) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

**7
RESOLUTION NO. 21-492**

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following Amendment No. 2 to the Professional Services Agreement with OHM Advisors approved under Resolution No. 19-984 and Amendment No. 1 approved under Resolution No. 20-762:

**AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT
General Engineering Services**

This Amendment No. 2 to the Prime Agreement dated October 7, 2019, is made and entered into this 7th day of June, 2021, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and OHM Advisors, 580 North Fourth Street, Suite 610, Columbus, Ohio 43215 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Prime Agreement, the Parties mutually agree to amend the Prime Agreement as follows:

- A. Section 4.3 of the Prime Agreement shall be modified to increase the maximum total compensation to Six Hundred Fifty Seven Thousand Nine Hundred Eighty Eight Dollars and Twenty Eight Cents (\$657,988.28).
 - a. Original Contract (\$300,000) plus Mod #1 (\$50,000) plus Mod #2 (\$307,988.28)
- B. Section 7.1 of the Prime Agreement shall be modified to extend the date for the completion of Services to December 31, 2022.

ARTICLE 2 – REMAINING PROVISIONS

all other terms and conditions of the prime agreement not specifically amended herein shall remain in full force and effect.

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

**8
RESOLUTION NO. 21-493**

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

It was moved by Mr. Benton, 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:

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021

Permit #	Applicant	Location	Type of Work
UT21-0113	Harris & Heavener Excavating	Hyatts Road	Place cable in ROW
UT21-0114	Spectrum	Pollock Road	Place cable in ROW
UT21-0115	AEP	Piatt Road	Replace existing poles
UT21-0116	Team Fishel	Piatt Road	Directional bore
UT21-0117	New River Electrical Corp.	Home Road	Install conduits
UT21-0118	Columbia Gas	Royal Pines Drive	Install gas main
UT21-0119	Columbia Gas	Sunbury Road	Install gas main
UT21-0120	Columbia Gas	Hyatts Road	Install gas main
UT21-0121	Spectrum	Peachblow Road	Directional bore

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

9

RESOLUTION NO. 21-494

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SLATE RIDGE:

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

WHEREAS, Kerbler Farms, LLC, has submitted the Plat of Subdivision (“Plat”) for Slate Ridge 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 April 28, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat for conformance with their Regulations and approved said Plat on April 28, 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 May 3, 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 May 7, 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 June 1, 2021;

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

Slate Ridge

Situated in the Township of Orange, County of Delaware, State of Ohio, and being a part of Farm Lots 5, 7, 18, 19 and 20, Section 2, Township 3N, Range 16W, U.S. Military Survey Lands, also being a portion of those lots as conveyed to Kerbler Farms LLC, as described in Official Record 1217, Page 453, County Recorder’s Office, Delaware, Ohio, and a portion of those lands as conveyed to JAK Investments, LLC, as described in Official Record 1190, Page 31, in the County Recorder’s Office, Delaware, Ohio. Cost: \$24.00.

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

10

ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
-No reports.

11

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021

-The Memorial Tournament wrapped up this weekend.
-DKMM will meet tomorrow.

Commissioner Merrell

-OU is still in the Women’s Softball Tournament.
-Delaware County has been named the best County in Ohio by Stacker. Stacker compiled a list of the best counties to raise a family in every state using Niche 2020 rankings. Niche ranks counties by a variety of factors including income, housing, and public schools.

RECESS 9:40 AM/RECONVENE 1:31 PM

DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT

13

1:30P.M. FINAL HEARING FOR THE KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT

THE PROPOSED KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PROJECT HAS 2 POTENTIAL PARTS:

- “MAIN”
- “LATERAL #1”

RESOLUTION NO. 21-495

1:30P.M. FINAL HEARING TO ADDRESS THE KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 1:31P.M..

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

RESOLUTION NO. 21-496

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment before the Board of County Commissioners of Delaware County, Ohio.

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

RESOLUTION NO. 21-497

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING FOR CONSIDERATION THE EXCEPTION TO THE ASSESSMENTS FILED BY CHARLIE REFFITT AND HONDROS FARMS LLC FOR THE KINGSTON TOWNSHIP #2017-1 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on September 1, 2017, a drainage improvement petition for the Kingston Township #2017-1 Drainage Improvement Petition Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on March 8, 2018, the Board adopted Resolution No. 18-24, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Kingston Township #2017-1 Drainage Improvement Petition Project; and

WHEREAS, the Board scheduled a final hearing on the Kingston Township #2017-1 Drainage Improvement Petition Project for June 7, 2021; and

WHEREAS, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board not less than five days before the date fixed for the final hearing; and

WHEREAS, on May 25, 2021, greater than 5 days before the start of the June 7, 2021 public hearing, Charlie Reffitt and Hondros Farms LLC submitted an exception to the assessments for the Kingston Township #2017-1 Drainage Improvement Petition Project (exception to the assessments labeled “Exhibit A” and available in

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021**

the Commissioners’ Office file for the Kingston Township #2017-1 Drainage Improvement Petition Project); and

WHEREAS, the Board finds the exceptions to the assessments meets the facial requirements of R.C. 6131.17;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio accepts for consideration the exception to the assessments filed by Charlie Reffitt and Hondros Farms LLC for the Kingston Township #2017-1 Drainage Improvement Petition Project (exceptions to the assessments labeled “Exhibit A” and available in the Commissioners’ Office file for the Kingston Township #2017-1 Drainage Improvement Petition Project).

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

RESOLUTION NO. 21-498

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 2:52 P.M..

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

RESOLUTION NO. 21-499

IN THE MATTER OF COMMISSIONERS DENYING THE EXCEPTION TO THE ASSESSMENTS FILED BY CHARLIE REFFITT AND HONDROS FARMS LLC FOR THE KINGSTON TOWNSHIP #2017-1 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on September 1, 2017, a drainage improvement petition for the Kingston Township #2017-1 Drainage Improvement Petition Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on March 8, 2018, the Board adopted Resolution No. 18-24, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Kingston Township #2017-1 Drainage Improvement Petition Project; and

WHEREAS, the Board scheduled a final hearing on the Kingston Township #2017-1 Drainage Improvement Petition Project for June 7, 2021; and

WHEREAS, an exception to the assessments or a claim for compensation or damages must be filed with the Clerk of the Board not less than five days before the date fixed for the final hearing; and

WHEREAS, on May 25, 2021, greater than 5 days before the start of the June 7, 2021 public hearing, Charlie Reffitt and Hondros Farms LLC submitted an exception to the assessments for the Kingston Township #2017-1 Drainage Improvement Petition Project (exception to the assessments labeled “Exhibit A” and available in the Commissioners’ Office file for the Kingston Township #2017-1 Drainage Improvement Petition Project); and

WHEREAS, on June 7, 2021, at the final hearing, after hearing testimony from the property owner, the Board is prepared to issue its findings on the exception to the assessments;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio hereby denies the exception to the assessments filed by Charlie Reffitt and Hondros Farms LLC for the Kingston Township #2017-1 Drainage Improvement Petition Project (exception to the assessments labeled “Exhibit A” and available in the Commissioners’ Office file for the Kingston Township #2017-1 Drainage Improvement Petition Project).

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

**“Main” Part
RESOLUTION NO. 21-500**

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE MAIN PART OF THE KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on September 1, 2017, a Drainage Improvement Petition for the Kingston Township #2017-1

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021**

Watershed was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on March 8, 2018, the Board adopted Resolution No. 18-241, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Kingston Township #2017-1 Watershed Drainage Improvement Petition Project; and

WHEREAS, on June 7, 2021, the Board held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Kingston Township #2017-1 Watershed Drainage Improvement Petition Project; and

WHEREAS, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

**"Main" Part
RESOLUTION NO. 21-501**

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS, APPROVING THE PAYMENT SCHEDULE, AND ORDERING THE LETTING OF THE CONTRACTS FOR THE MAIN PART OF THE KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on June 7, 2021, the Delaware County Board of Commissioners (the "Board") held a final public hearing and with Resolution No. 21-500 affirmed its order for the Main part of the Kingston Township #2017-1 Watershed Drainage Improvement Petition Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1. The Board hereby approves the Main part of the Kingston Township #2017-1 Watershed Drainage Improvement Petition Project assessments prepared by the Delaware County Engineer.

Section 2. Once the watershed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement.

Section 5. The county shall borrow funds to pay for the improvement. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then

COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021

the County will front the remaining cost of the construction, and the Commissioners will no longer borrow the money.

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

**“Lateral #1” Part
RESOLUTION NO. 21-502**

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE LATERAL #1 OF THE KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, on September 1, 2017, a Drainage Improvement Petition for the Kingston Township #2017-1 Watershed was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on March 8, 2018, the Board adopted Resolution No. 18-241, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Kingston Township #2017-1 Watershed Drainage Improvement Petition Project; and

WHEREAS, on June 7, 2021, the Board held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Kingston Township #2017-1 Watershed Drainage Improvement Petition Project; and

WHEREAS, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

**“Lateral #1” Part
RESOLUTION NO. 21-503**

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS, APPROVING THE PAYMENT SCHEDULE, AND ORDERING THE LETTING OF THE CONTRACTS FOR THE LATERAL #1 OF THE KINGSTON TOWNSHIP #2017-1 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on June 7, 2021, the Delaware County Board of Commissioners (the “Board”) held a final public hearing and, with Resolution No. 21-502, affirmed its order for the Lateral #1 of the Kingston Township #2017-1 Watershed Drainage Improvement Petition Project; and

WHEREAS, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1. The Board hereby approves the Lateral #1 of the Kingston Township #2017-1 Watershed Drainage Improvement Petition Project assessments prepared by the Delaware County Engineer.

**COMMISSIONERS JOURNAL NO. 74 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2021**

Section 2. Once the watershed is confirmed, the Delaware County Engineer’s estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement.

Section 3. The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements.

Section 4. The County Engineer is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement.

Section 5. The county shall borrow funds to pay for the improvement. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money. If, after the deadline for the landowners to pay their assessments upfront passes, the total remaining construction cost to be borrowed is less than \$10,000.00, then the County will front the remaining cost of the construction, and the Commissioners will no longer borrow the money.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners