

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022

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

Present:
Jeff Benton, Vice President
Gary Merrell, Commissioner

Absent:
Barb Lewis, President

10:00 A.M. Reconvening of Public Hearing To Address The Ribov #620 Watershed Drainage Improvement Petition Project

1
RESOLUTION NO. 22-261

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 7, 2022:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 7, 2022; 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
-None.

3
RESOLUTION NO. 22-262

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0408:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0408 and Purchase Orders as listed below:

| PR Number | Vendor Name | Line Description | Account | Amount |
|-----------|------------------------|--|-----------------|--------------|
| R2202586 | MONTROSE GROUP LLC,THE | EXECUTIVE SEARCH SERVICES - ECONOMIC DEVELOPMENT | 21011113 - 5301 | \$ 25,000.00 |
| R2202708 | COMMISSIONERS | 2022 JFS COST ALLOCATION | 22411605 - 5380 | \$364,232.04 |
| R2202732 | FEECORP INC | VACUUM BOX RENTAL SERVICES - RESOLUTION 21-637 | 66211900 - 5335 | \$ 25,000.00 |

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

4
RESOLUTION NO. 22-263

IN THE MATTER OF APPROVING A RESOLUTION FROM THE DELAWARE COUNTY BOARD OF COMMISSIONERS DECLARING APRIL 10-16, 2022 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATOR WEEK IN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS, the Congress of the United States, and the President of the United States have, since 1992, established the second week of April as National Public Safety Telecommunicator Week; and

WHEREAS, emergencies can occur at any time; and

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022

WHEREAS, public safety telecommunicators daily serve the citizens of Delaware County by providing that first and most critical contact between our citizens and their need for a public safety response; and

WHEREAS, public safety telecommunicators are the single vital communications link for monitoring, dispatching, providing information and ensuring the safety of law enforcement, fire, emergency medical and emergency management responders; and

WHEREAS, this board believes that the public safety telecommunicators that serve the citizens of Delaware County are a highly trained and dedicated corps of personnel; and

WHEREAS, the services of public safety telecommunicators is a “silent service” that is seldom observed by the public that deserves recognition; and

NOW, THEREFORE, be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, enthusiastically supports recognition of all our professional public safety telecommunicators declaring the second full week of April as the National Public Safety Telecommunicator Week in Delaware County, and that all our residents are invited to observe this event.

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

5
RESOLUTION NO. 22-264

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST TEN START ENTERPRISES, INC (DBA SCRAMBLERS) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Merrell, 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, D3, D5 liquor license request for Scramblers located at 3980 Presidential Parkway, 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 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 Mrs. Lewis Absent Mr. Benton Aye Mr. Merrell Aye

6
RESOLUTION NO. 22-265

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DELAWARE COUNTY REGIONAL PLANNING COMMISSION

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

WHEREAS, pursuant to section 301.29 of the Revised Code, the Board of Commissioners of Delaware County, by Resolution No. 04-1193, dated September 30, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County, by Resolution No. 11-1040, dated October 3, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

| | |
|--|------------------------------|
| Appointing Authority: | County Commissioners |
| Office/Department: | Regional Planning Commission |
| Daily spending per card: | \$5,000 |
| Monthly spending per card: | \$10,000 |
| Single transaction limit: | \$5,000 |
| Daily number of transactions per card: | 10 |
| Monthly number of transactions per card: | 50 |

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022**

Name on Card: Scott Sanders

Department Coordinator: Stephanie Matlack

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

**7
RESOLUTION NO. 22-266**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MAXIMUS US SERVICES, INC., FOR A COST ALLOCATION PLAN:

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

WHEREAS, the Fiscal Manager recommends approval of the agreement between the Delaware County Board of Commissioners and Maximus US Services, Inc., for a Cost Allocation Plan;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement between the Delaware County Board of Commissioners and Maximus US Services, Inc., for a Cost Allocation Plan:

SERVICE AGREEMENT

This Service Agreement, (this “Agreement”), is entered into this April 1, 2022 (the “Effective Date”), by and between Maximus US Services, Inc., ("Contractor" or “Maximus”), and Delaware County Board of Commissioners, ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

1. **Scope of Services**
Contractor will perform in a professional manner the Services detailed in Exhibit A.

2. **Term**
This Agreement commences on the Effective Date and remains in effect until the later of March 31, 2025 or completion of, and payment in full for, the Services specified in Exhibit A. Or, if earlier terminated in accordance with Section 4.

3. **Compensation.**
Client will pay Contractor the fees for services rendered as set forth in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.

4. **Termination.**
 - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party will provide written notice to the breaching party specifying the nature of the breach. The breaching party will have 30 days (or a longer period if the parties mutually agree) from the date of receipt to cure any the default prior to the effective date of termination. Notice of default must be delivered by certified mail or overnight courier.

 - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client will reimburse Contractor for all reasonable costs incurred by Contractor due to such early termination.

 - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Contractor in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. **Invoicing and Payment.**
Client will pay Contractor a fee for Services rendered as set forth in Exhibit A. Unless stated otherwise in Exhibit A, Client will pay all invoices in full within thirty (30) days of the invoice date. Client agrees to at all times remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Contractor to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

6. **Data Accuracy.**
Contractor will guide the Client to determine the data required. Client represents that all financial and statistical information provided to Contractor by Client, its employees and agents is accurate and complete to the best of its knowledge. Client further acknowledges and agrees that Contractor is entitled to rely upon the accuracy and completeness of the data to perform the Services. Client will provide all data in a timely manner sufficient to allow Contractor to provide the Services. Contractor has no liability to Client for Client’s provision of incomplete, inaccurate or untimely data.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022**

7. **Records and Inspections.**
Contractor will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Contractor's normal business hours and no more than once every six months. Any employee, Contractor, subcontractor or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.
8. **Warranties.**
Contractor warrants that it will perform the services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry. Contractor specifically disclaims and the Client waives, all other express or implied standard, guarantees and warranties, including but not limited to implied warranties of merchantability, or fitness for a particular purpose, custom or usage, or otherwise as to and good or services under this Agreement.
9. **Client Representations & Warranties.**
Client represents and warrants to Contractor that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Contractor that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.
10. **Ownership of Intellectual Property.**
All work, reports, writings, ideas, designs, methods, computer software (both object and source code) and data recorded in any form that exist and are owned by Maximus prior to this Agreement, or that are created, developed, written, conceived or made by Maximus or any third party (whether solely or jointly with others) as a result of, or relating specifically to this Agreement, or in the performance of the Services under this Agreement (collectively or separately, "Intellectual Property") are and shall be the exclusive property of Maximus and ownership shall vest in Maximus immediately upon creation. Nothing herein shall be deemed to grant Client any rights to the Intellectual Property except as explicitly stated in this Agreement.
11. **Compatible Platforms/Hardware.**
To the extent applicable to the Services that will be provided by Contractor, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.
12. **Copyright for Contractor's Proprietary Software.**
To the extent that the Services provided by Contractor are generated by Contractor's proprietary software, nothing contained herein is intended nor will it be construed to require Contractor to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Contractor's software. Nothing in this Agreement will be construed to grant Client any rights to Contractor's materials created prior to the execution of this Agreement. All of the deliverables prepared by Contractor for Client included in the Services are specifically set out in Exhibit A.
13. **Contractor Liability if Audited.**
Contractor will, upon notice of audit, make work papers and other records available to the auditors. Contractor's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Contractor will not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
- Insurance;** Contractor shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000. Contractor shall name Client as an additional insured on the general liability and automobile liability insurance.
14. **Indemnification.**
To the extent allowed by law, Contractor shall defend, indemnify and hold harmless the Client from and against any and all third-party claims and resulting proven direct damages, liabilities and costs

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022**

(including reasonable attorneys' fees) to the extent proximately caused by the negligent actions or willful misconduct of Contractor, its employees or agents. Contractor shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Client, its employees, consultants, or agents or any third party.

15. Limitation of Liability.

Client agrees that Contractor's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty will not, in the aggregate, exceed USD \$ 36,000.00. This limitation shall not include direct damages proximately caused by Contractor resulting in: (i) personal injury; (ii) personal property damage; or (iii) U.S. copyright infringement.

In no event will either party be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if the other party has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim relating to this Agreement must be made in writing and presented to the other party within one (1) year after the date on which Contractor completes performance of the services specified in this Agreement.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

| | |
|--|---|
| <p>For Maximus: Thomas Hollett Senior Consultant Fiscal Manager 808 Moorefield Park Drive, Suite 205, Richmond, VA 23236 Phone: 804.323.3535 Fax: 703.251.8240 Email: tomhollett@maximus.com</p> | <p>For: Delaware County Board of Commissioners: Karen First 91 N. Sandusky Street, Delaware, OH 43015 Phone: 740.833.2116 Fax: Email: KFirst@co.delaware.oh.us</p> |
|--|---|

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

17. Changes.

The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

18. Miscellaneous.

- a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement will be construed to provide any rights or benefits to any third-party.
- b. If Contractor is requested by Client to produce deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Contractor will execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Contractor's response and related to the reasonable fees of Contractor in responding. The foregoing does not: (1) diminish or negate Contractor's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Contractor is compelled by subpoena from a third party to provide Contractor deliverables, documents, records, working papers, or personnel for testimony or interviews.
- c. The parties intend that Contractor, in performing the Services specified in this Agreement will act as an independent contractor and will have full control of the work and the manner in which it is performed. Contractor and Contractor's employees are not to be considered agents or employees of Client for any purpose. Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.
- d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.
- f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022

hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any Client, whether prior to or upon execution of this Agreement, which shall be for Client’s internal purposes only. Consultant rejects, and in the future is deemed to have rejected, any purchase order’s terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

- g. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- i. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.
- j. 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 only be filed in and heard before the courts of Delaware County, Ohio.

EXHIBIT A
Compensation & Scope of Services
OH CO DELAWARE CAP 21-23
SCOPE OF SERVICES:

Contractor represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Contractor reserves the right to subcontract for Services hereunder.

Description of Services:

- a) Development of a central services cost allocation plan, which identifies the various cost incurred by the client to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.
- b) Prepare indirect cost proposals for federal grants as necessary, provided all information required is contained in this Cost Allocation Plan.
- c) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.

COMPENSATION:

For Services provided as set forth above, in this Exhibit A, Client agrees to pay Contractor compensation in the amount of USD \$ 36,000.00.

Contractor will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows:

| | |
|--------------------|----------|
| Calendar Year 2021 | \$12,000 |
| Calendar Year 2022 | \$12,000 |
| Calendar Year 2023 | \$12,000 |

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

8
RESOLUTION NO. 22-267

RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF A MOTOR VEHICLE FOR THE USE OF THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a motor vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022

WHEREAS, the Board has before it a request from the Delaware County Regional Sewer District to expend county monies for the purchase of one new vehicle; and

WHEREAS, the vehicle is available for purchase via the Ohio Department of Transportation Cooperative Purchasing Program (the "Program");

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

Section 1. The Board hereby declares that a necessity exists to purchase one new motor vehicle for use by the Delaware County Sewer District, which is required to replace a 2014 model that was purchased used.

Section 2. The Board hereby declares that the make and model of such vehicle is a 2023 Freightliner Daycab 122SD Conventional Chassis for a total price of \$160,326.00.

Section 3. The Board hereby declares that the purchase of said vehicle will be from Fyda Freightliner Columbus, Inc., an approved vendor under the Program, in accordance with the Program, pursuant to the contract and terms and conditions set forth in Contract #044-22, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$160,326.00 to Fyda Freightliner Columbus, Inc., in Columbus, Ohio from 6621 1900-5450.

Section 5. This Resolution shall take immediate effect upon passage.

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

9
RESOLUTION NO. 22-268

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES FOR 7294 STEITZ ROAD, POWELL, OHIO 43065:

It was moved by Mr. Merrell, seconded by Mr. Benton to certify the Sanitary Sewer Capacity Charges as follows:

WHEREAS, the owner of 7294 Steitz Road, Powell, Ohio 43065 has requested to make a tap connection to the Delaware County sewer system; and

WHEREAS, the owner of 7294 Steitz Road, Powell, Ohio 43065 has requested to pro-rate the charges over a 10 year period by certifying the charges to the tax duplicate, in accordance with Delaware County policy; and

WHEREAS, the Sanitary Engineer recommends approval of the connection and the 10 year pro-rated charge;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware, Ohio approves certifying the capacity charges as follows:

7294 Steitz Road, Powell, Ohio 43065

In the amount of \$6,550.00 with a \$1,334.53 finance charge (pro-rated over a 10 year period), making a total of \$7,884.53 for placement on the tax duplicate. Bi-annual payment being \$349.23.

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

10
RESOLUTION NO. 22-269

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACT FOR 2022 (CONTRACT NUMBER 018-23):

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022**

Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the winter road salt contract; and

d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request no later than Friday, April 29, 2022 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized subject to future appropriation, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract, and that the County Engineer is authorized to act on behalf of the Board to order up to 10,000 tons of road salt under this agreement for the ODOT 2022-23 Salt Contract (018-23).

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

11

RESOLUTION NO. 22-270

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS, AND RELEASING THE SURETIES FOR THE PINES SECTION 2 AND THE PINES SECTION 3:

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

The Pines Section 2

WHEREAS, the Engineer has reviewed the roadway construction of the roads within The Pines Section 2 (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.11 mile to Township Road Number 1764, Whitehill Drive
- Ellister Drive, 0.22 mile, to be known as Township Road Number 1814; and

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

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

- On Township Road Number 1764, Whitehill Drive, at its intersection with Township Road 1814, Ellister Drive; and

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

The Pines Section 3

WHEREAS, the Engineer has reviewed the roadway construction of the roads within The Pines Section 3, (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022**

- An addition of 0.49 mile to Township Road Number 1764, Whitehill Drive
- An addition of 0.29 mile to Township Road Number 1814, Ellister Drive
- Ellary Court ,0.19 mile, to be known as Township Road Number 1816
- Prestonfield Road, 0.17 mile, to be known as Township Road Number 1815; and

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

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

- On Township Road Number 1764, Whitehill Drive, at its intersection with Township Road Number 1815, Prestonfield Road
- On Township Road Number 1814, Ellister Drive at its intersection with Township Road Number 1764, Whitehill Drive
- On Township Road Number 1816, Ellery Court at its intersection with Township Road Number 1764, Whitehill Drive
- On Township Road Number 1815, Prestonfield Road, at its intersection with Township Road Number 99, Piatt Road; and

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

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

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

12

RESOLUTION NO. 22-271

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR LIBERTY GRAND DISTRICT SECTION 7 AND LIBERTY GRAND DISTRICT SECTION 9:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Liberty Grand District Section 7 and Liberty Grand District Section 9;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Liberty Grand District 7 and Liberty Grand District 9, as follows:

Liberty Grand District Section 7:

OWNER’S AGREEMENT
PROJECT NUMBER: 22030

THIS AGREEMENT, executed on this 11th day of April, 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 Liberty Grand District Sec 7 further identified as Project Number 22030 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**

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022**

and any supplements thereto. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Forty Thousand Dollars and No Cents (\$40,000.00)** 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 **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 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 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 | \$1,025,800.00 |
| CONSTRUCTION BOND AMOUNT | \$1,025,800.00 |
| MAINTENANCE BOND AMOUNT | \$102,600.00 |
| INSPECTION FEE DEPOSIT | \$40,000.00 |

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022**

Liberty Grand District Section 9

**OWNER'S AGREEMENT
PROJECT NUMBER: 22031**

THIS AGREEMENT, executed on this 11th day of April, 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 Liberty Grand District Sec 9 further identified as Project Number 22031 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 Seven Thousand Dollars and No Cents (\$37,000.00)** 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 **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 ensure proper safety compliance.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022**

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 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 | \$1,249,700.00 |
| CONSTRUCTION BOND AMOUNT | \$1,249,700.00 |
| MAINTENANCE BOND AMOUNT | \$125,000.00 |
| INSPECTION FEE DEPOSIT | \$37,000.00 |

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

13

RESOLUTION NO. 22- 272

IN THE MATTER OF APPROVING A NEW ORGANIZATIONAL KEY AND ADVANCE OF FUNDS FOR THE 2022 HSIP GUARDRAIL UPGRADE PROJECT:

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

NEW ORG KEY

29440455 2022 HSIP Guardrail

ADVANCE OF FUNDS

| | | |
|-------------------------------------|---------------------------------|--------------|
| From: | To: | |
| 10040421-8500 | 29440455-8400 | |
| Road & Bridge Projects/Advances Out | 2022 HSIP Guardrail/Advances In | \$200,000.00 |

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

14

RESOLUTION NO. 22-273

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

It was moved by Mr. Merrell, seconded by Mr. Benton 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 |
|-----------|--------------------------|---------------------|--------------------|
| UT22-0051 | Consolidated Cooperative | Carters Corner Road | Replace poles |
| UT22-0052 | Spectrum | Green Meadows Drive | Place cable in ROW |

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

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022

Other business:

RESOLUTION NO 22-274

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND A TRANSFER OF FUNDS FOR ADMINISTRATIVE SERVICES:

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

| | | |
|-----------------------------------|--------------------------------------|------------|
| Supplemental Appropriation | | |
| 10011102-5801 | Commissioners General/Cash Transfers | 116,000.00 |

| | | |
|--------------------------------------|--|------------|
| Transfer of Funds | | |
| From: | To: | |
| 10011102-5801 | 60211902-4601 | 200,000.00 |
| Commissioners General/Cash Transfers | Insurance Premiums & Claims/Interfund Revenues | |

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

16

ADMINISTRATOR REPORTS

Tracie Davies, County Administrator

-The Community Enhancement Grant applications will close this week.

Dawn Huston, Deputy Administrator

-No reports.

17

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Attended the Strand Theatre ribbon cutting on Thursday evening. Thank you to the Chesrown family for supporting the theatre.

-Voted early on Friday. There is still a need for poll workers. Reach out to the Board of Elections at 740-833-2080 if you are interested.

Commissioner Benton

-Attended the Strand ribbon cutting.

-The Mainstreet awards will be held tomorrow.

-The Records Commission will meet on Wednesday.

-The Memorial luncheon will also take place Wednesday.

RECESS AT 9:50 AM/RECONVENED AT 10:00 AM

**DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT
RECONVENING OF PUBLIC HEARING TO ADDRESS THE RIBOV #620 WATERSHED
DRAINAGE IMPROVEMENT PETITION PROJECT**

THE PROPOSED WATERSHED DRAINAGE IMPROVEMENT PROJECT HAS 3 POTENTIAL PARTS:

- “MAIN”
- “LATERAL #1”
- “LATERAL #3”

15

RESOLUTION NO. 22-275

10:00A.M. RECONVENING OF FINAL HEARING TO ADDRESS THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Benton to reconvene the hearing at 10:00 A.M..

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

15 continued

RESOLUTION NO. 22-276

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:

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022**

It was moved by Mr. Merrell, seconded by Mr. Benton 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

15 continued

RESOLUTION NO. 22-277

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 10:04 A.M..

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

“Main” Part

RESOLUTION NO. 22-278

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR THE MAIN PART OF THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on September 17, 2014, a Drainage Improvement Petition for the RIBOV #620 Watershed was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on April 30, 2015, the Board adopted Resolution No. 15-525, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the RIBOV #620 Watershed Drainage Improvement Project; and

WHEREAS, on June 11, 2020, the board opened, and immediately continued the final public hearing, which was reconvened on December 3, 2020, and again continued to, and reconvened on, June 14, 2021, and again continued to, and held on, August 5, 2021, and again continued to, and held on, December 6, 2021, and further continued to, and held on, April 11, 2022 to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the RIBOV #620 Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, 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 affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants 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. 22-279

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 RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on April 11, 2022, the Delaware County Board of Commissioners (the “Board”) concluded the final public hearing and, in Resolution No. 22-278 affirmed its order for the Main part of the RIBOV #620

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022

Watershed Drainage Improvement 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 assessments for the Main part of the RIBOV #620 Watershed Drainage Improvement Project as 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 and for the construction of the improvement.

Section 5. The Board fixes on June 11, 2022 as the date and time for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

Section 6. 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 county for the borrowing of the funds. 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 county will no longer borrow the funds.

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

**“Lateral #1” Part
RESOLUTION NO. 22-280**

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR LATERAL #1 OF THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on September 17, 2014, a Drainage Improvement Petition for the RIBOV #620 Watershed was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on April 30, 2015, the Board adopted Resolution No. 15-525, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the RIBOV #620 Watershed Drainage Improvement Project; and

WHEREAS, on June 11, 2020, the board opened, and immediately continued the final public hearing, which was reconvened on December 3, 2020, and again continued to, and reconvened on, June 14, 2021, and again continued to, and held on, August 5, 2021, and again continued to, and held on, December 6, 2021, and further continued to, and held on, April 11, 2022 to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the RIBOV #620 Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, 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 affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer.

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022**

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. 22-281**

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS, APPROVING THE PAYMENT SCHEDULE, AND ORDERING THE LETTING OF THE CONTRACTS FOR LATERAL #1 OF THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on April 11, 2022, the Delaware County Board of Commissioners (the “Board”) concluded the final public hearing and, in Resolution No. 22-280 affirmed its order for Lateral #1 of the RIBOV #620 Watershed Drainage Improvement 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 assessments for Lateral #1 of the RIBOV #620 Watershed Drainage Improvement Project as 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 and for the construction of the improvement.

Section 5. The Board fixes on June 11, 2022 as the date and time for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

Section 6. 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 county for the borrowing of the funds. 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 county will no longer borrow the funds.

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

Resolution No. 22-282 was not utilized.

**“Lateral #3” Part
RESOLUTION NO. 22-283**

IN THE MATTER OF FINDING IN FAVOR OF THE IMPROVEMENT AND AFFIRMING THE ORDER FOR LATERAL #3 OF THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on September 17, 2014, a Drainage Improvement Petition for the RIBOV #620 Watershed was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on April 30, 2015, the Board adopted Resolution No. 15-525, finding in favor of the improvement and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the RIBOV #620 Watershed Drainage Improvement Project; and

WHEREAS, on June 11, 2020, the board opened, and immediately continued the final public hearing, which

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022

was reconvened on December 3, 2020, and again continued to, and reconvened on, June 14, 2021, and again continued to, and held on, August 5, 2021, and again continued to, and held on, December 6, 2021, and further continued to, and held on, April 11, 2022 to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the RIBOV #620 Watershed Drainage Improvement Project; and

WHEREAS, after hearing all the evidence offered in the proceedings and after receiving and considering all the schedules, plans, and reports filed by the County Engineer, 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 affirms its former order, finding that the proposed improvement is necessary, that it will be conducive to the public welfare, and that the cost of the proposed improvement will be less than the benefits derived from the improvement. Accordingly, the Board hereby grants 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 #3” Part
RESOLUTION NO. 22-284**

IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS, APPROVING THE PAYMENT SCHEDULE, AND ORDERING THE LETTING OF THE CONTRACTS FOR LATERAL #3 OF THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PROJECT:

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

WHEREAS, on April 11, 2022, the Delaware County Board of Commissioners (the “Board”) concluded the final public hearing and, in Resolution No. 22-283 affirmed its order for Lateral #3 of the RIBOV #620 Watershed Drainage Improvement 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 assessments for Lateral #3 of the RIBOV #620 Watershed Drainage Improvement Project as 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 and for the construction of the improvement.

Section 5. The Board fixes on June 11, 2022 as the date and time for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

Section 6. 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 county for the borrowing of the funds. 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 county will no longer borrow the funds.

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

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 11, 2022

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners