

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 23, 2018

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

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

**1**  
**RESOLUTION NO. 18-802**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 16, 2018:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 16, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**2**  
**PUBLIC COMMENT**

**3**  
**ELECTED OFFICIAL COMMENT**

**4**  
**RESOLUTION NO. 18-803**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0720 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0720:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0720, Procurement Card Payments in batch number PCAPR0720 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
P1801400 Fishel Downey Albrecht	Legal Services (line1)	10011108-5361	\$ 10,000.00
P1801400 Fishel Downey Albrecht	Legal Services (line 3)	10011108-5301	\$ 10,000.00

  

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1804185	NATIONAL YOUTH ADVOCATE PROGRAM	TREATMENT FOSTER CARE	22511607 - 5342	\$15,000.00
R1804364	ROCKFORD HOMES INC	SECTION 5 AND 7 PHASE B	66211902 - 5319	\$12,879.00

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

**5**  
**RESOLUTION NO. 18-804**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Emergency Medical Services department is requesting an amendment to the travel request for Chip Myers for an additional \$6.50 for the Flight Paramedic Prep Class in Columbus, Ohio from August 23-26, 2018.

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

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**6**

**RESOLUTION NO. 18-805**

**IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF JUNE 2018:**

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for June 2018;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of June 2018.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

**7**

**RESOLUTION NO. 18-806**

**IN THE MATTER OF APPROVING THE NOTIFICATION LETTERS FOR THE 2018 CLEAN OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM ("LAEPP"):**

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

WHEREAS, with Resolution No. 18-326, the Delaware County Board of Commissioners ("the Board") approved the 2018 Local Agricultural Easement Purchase Program (LAEPP) Cooperative Agreement between the Ohio Department of Agriculture and the Delaware County Commissioners; and

WHEREAS, with Resolution Nos. 18-327 thru 18-334, the Board supported the participation of the Delaware County landowners in the LAEPP; and

WHEREAS, the Director of the Ohio Department of Agriculture and the Ohio Farmland Preservation Advisory Board have selected the 2018 applications; and

WHEREAS, the Director of the Ohio Department of Agriculture and the Ohio Farmland Preservation Advisory Board have prepared, for signature by Delaware County, five (5) full notices of selection and two (2) contingent notices of selection letters for Delaware County landowners;

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

Section 1. The Board hereby approves the full notices of selection for 1) Beverlee R. Jobrack and Lynda Z. Pearce; 2) Robert Sherman, Trustee; 3) Michele R. Bright; 4) Gary L. and Yvonne G. Newhouse, Trustees; and 5) Gary L. Newhouse and Sharon N. Wade.

Section 2. The Board hereby approves the contingent notices of selection for 1) Teresa J. Watkins; and 2) Craig and Malissa Draper.

Section 3. The Board hereby authorizes Gary Merrell, President of Board, to sign the five (5) full notices of selection and two (2) contingent notices of selection letters.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowners and the Department of Agriculture, Office of Farmland Preservation.

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

**8**

**RESOLUTION NO. 18-807**

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**IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE PROGRAM STATUS REPORT FOR FIRST HALF OF 2018:**

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

**Program Status Report First Half 2018  
Report of DKMM District Funds Spent**

Reports due: July 30, 2018  
Date of Report: July 10, 2018

Unexpended balance on 12/31/2017	\$10,211.56
Amount Of Funds Received as of 6/30/2018:	\$39,711.10
Total Funds Available	\$49,922.66

**EXPENDITURES:**

Salaries	\$22,157.15
Fringe Benefits	\$14,515.84
Advertising (general)	\$0.00
Event Advertising	\$473.40
Equipment	\$0.00
Travel	\$170.13
Other	\$0.00
Supplies	\$0.00

Total Expenditures \$37,316.52

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

**9**

**RESOLUTION NO. 18-808**

**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR THE JOB AND FAMILY SERVICES DEPARTMENT:**

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

**Transfer of Funds**

<b>From</b>	<b>To</b>	
22311611-5801 Workforce Investment Act/Transfers	22411603-4601 JFS Workforce/Interfund Revenues	\$13,751.97
22511607-5801 Children Services Fund/Transfers	22411604-4601 JFS Child Protection/Interfund Revenues	\$239,945.42

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

**10**

**RESOLUTION NO. 18-809**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN WILLIAM P. NOBLE AND CAROLYN A. NOBLE AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE LOWER ALUM CREEK PUMP STATION:**

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

WHEREAS, the Sanitary Engineer recommends approval of the contract of sale and purchase with William P. Noble and Carolyn A. Noble for the project known as Lower Alum Creek Pump Station;

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

Section 1. The Board hereby approves the contract of sale and purchase with William P. Noble and Carolyn A. Noble for the project known as Lower Alum Creek Pump Station.

Section 2. The Board hereby authorizes the County Administrator to approve and execute all the closing documents associated with the contract of sale and purchase with William P. Noble and Carolyn A. Noble.

**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**  
Without Building(s)

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This Agreement is by and between the **Delaware County Board of Commissioners** (“Purchaser”) and **William P. Noble & Carolyn A. Noble** (“Seller”). Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

**1. Description of Property**

Seller owns certain real property consisting of 11.46 acres, more or less, located along Bale –Kenyon Road, Lewis Center, Ohio 43035, and bearing parcel number 318-143-01-021-000, a 0.551 acres portion of which shall be split from the parent parcel and shall be the subject of this Agreement. This 0.551 acres property is further described in Exhibit A attached hereto and, by this reference, incorporated herein (the “Property”).

**2. Purchase and Sale; Contingencies**

The Purchaser agrees to purchase the Property from the Seller, and the Seller agrees to sell the Property to the Purchaser. Purchaser’s agreement to purchase is contingent, however, on the following occurring within twenty (20) days of the date of this Agreement: (A) the Purchaser obtaining an owner’s policy of title insurance free of any encumbrances not accepted by Purchaser herein; and (B) the Delaware County Sanitary Engineer providing his opinion that the Property is suitable for the Purchaser’s intended uses after completion of the inspections permitted herein. The Purchaser may enter onto the Property to undertake any or all due diligence inspections of the Property it considers reasonably necessary, including without limitation geotechnical investigations and environmental evaluations to determine the existing condition of the Property. The Purchaser shall be required to restore the Property to its present condition in the event the contingencies stated herein are not met and Purchaser elects not to close this transaction.

**3. Price and Consideration**

The purchase price of the Property shall be Eighty Thousand Dollars (\$80,000), payable at closing in cash or cash equivalent (the “Purchase Price”). The Purchase Price shall constitute the entire amount of compensation due Seller for: (a) the Property to be conveyed; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; and (d) any and all supplemental instruments reasonably necessary to transfer the title of the Property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien on the Property as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time.

**4. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the Property, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees. The sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A, free and clear of any encumbrances not accepted by Purchaser herein.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others’ Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the Property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee’s mortgage lien secured by the Property described in Exhibit A, then in that event this Agreement shall become null and void and the Parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term “fails to cooperate” shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee’s mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any

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improvement located on the Property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the Property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the Property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the Purchase Price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement. Purchaser shall be exclusively responsible for any closing costs.

**9. Closing Date**

The consummation and closing of this Agreement shall occur not later than September 20, 2018 and within five (5) days after Purchaser notifies Seller in writing that the contingencies stated herein have been met. The time for closing may be extended by written agreement of the Parties.

**10. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the Purchase Price to Seller.

**11. Control of Property Occupied by Seller’s Tenant(s)**

Control of property occupied by Seller’s tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller’s tenant(s), then said prepaid rents shall be prorated to the date on which the Purchase Price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**12. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**13. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument. Purchaser may elect to record this Agreement, in full or as a memorandum, and shall be responsible for the cost thereof, if any.

**14. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**15. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

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

**11  
RESOLUTION NO. 18-810**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR NORTH FARMS SECTION 5 & SECTION 7, PHASE B:**

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

WHEREAS, the construction of new sanitary sewers at the North Farms Section 5 & Section 7, Phase B have been completed to meet Delaware County Sewer District requirements; and

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

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

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<b>North Farms Section 5 &amp; Section 7, Phase B</b>	1326' of 8- inch sewer	\$ 95,003.86
	7- manholes	\$ 21,971.18

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

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

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

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

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

**12**  
**RESOLUTION NO. 18-811**

**IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR FEDERAL FUNDS INVOLVING THE STATE ROUTE 3 AND GALENA ROAD INTERSECTION:**

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

**New Organizational Key**                    29440446 SR 3 and Galena Rd Intersection HSIP 2018

**Supplemental Appropriations**  
29440446-4509        SR 3 and Galena Rd Intersection HSIP 2018/Federal Grants A        \$540,000.00  
29440446-5420        SR 3 and Galena Rd Intersection HSIP 2018/Road Constructions        \$540,000.00

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

**13**  
**RESOLUTION NO. 18-812**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHELLY & SANDS, INC. FOR THE PROJECT KNOWN AS DEL-SR 003-.21, STATE ROUTE 3/S. GALENA ROAD/WALNUT STREET INTERSECTION IMPROVEMENTS PROJECT:**

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

**DEL-SR 003-.21, State Route 3/S. Galena Road/Walnut Street Intersection Improvements Project Bid Opening of May 1, 2018**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to Shelly & Sands, Inc., the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Shelly & Sands, Inc. for the project known as DEL-SR 003-.21, State Route 3/S. Galena Road/Walnut Street Improvements Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby awards the bid to and approves the Contract with Shelly & Sands, Inc., for the project known as DEL-SR 003-.21, State Route 3/S. Galena Road/Walnut Street Improvements Project:

**CONTRACT**

THIS AGREEMENT is made this 23<sup>rd</sup> day of July, 2018 by and between **Shelly & Sands, Inc., 1515 Harmon Avenue, Columbus, Ohio 43223**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

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The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“DEL-SR 003-.21, State Route 3/S. Galena Road/Walnut Street Intersection Improvements Project”**, and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed ***One Million Three Hundred Thirty-Five Thousand Four Hundred Ninety Dollars and Twenty Cents (\$1,335,490.20)*** subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two original copies on the day and year first above written.

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

**14**

**RESOLUTION NO. 18-813**

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR NELSON FARMS SECTION 2, PHASE C, PART 1B; AND WOODHAVEN ESTATES, LOT 514, DIVISION #1:**

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

**Nelson Farms Section 2 Phase C, Part 1B**

Whereas, Nelson Farms Associates, LLC has submitted the Plat of Subdivision (“Plat”) for Nelson Farms Section 2, Phase C, Part 1B, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 14, 2018; and

Whereas, Del-Co Water has reviewed said Plat and Plans for conformance with Del-Co’s regulations and approved said Plat on May 16, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on May 18, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on May 21, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat July 3, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Nelson Farms Section 2, Phase C, Part 1B.

**Nelson Farms Section 2, Phase C, Part 1B**

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Situated in the State of Ohio, County of Delaware, Township of Liberty, and in Farms Lot 9, Quarter Township 1, Township 3, Range 19, United States Military Lands, containing 6.493 acres of land, more or less, said 6.493 acres being part of that tract of land conveyed to Nelson Farms Associates, LLC, by deed of record in Official Record 220, Page 1034, Recorder’s Office, Delaware County, Ohio. Cost: \$24.

**Woodhaven Estates, Lot 514, Division #1**

Whereas, Timothy Buren has submitted the Plat of Subdivision (“Plat”) for Woodhaven Estates, Lot 514, Division #1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on May 8, 2018; and

Whereas, Del-Co Water has reviewed said Plat and Plans for conformance with Del-Co’s regulations and approved said Plat on February 26, 2018; and

Whereas, the Delaware County General Health District has reviewed said Plat and Plans for conformance with Delaware County Health Regulations and approved said Plat on May 8, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on May 9, 2018; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 1, 2018; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat July 3, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Woodhaven Estates, Lot 514, Division #1.

**Woodhaven Estates, Lot 514, Division #**

Situate in the State of Ohio, County of Delaware, Township of Genoa in Lot 9, Quarter Township 1, Township 3, Range 17 of the United States Military Lands and being all of Lot Number 414 as shown on the plat of Woodhaven Estates, of record in Plat Book 5, Page 173, Recorder’s Office, Delaware County, Ohio. Cost: \$6.00.

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

**15**

**RESOLUTION NO. 18-814**

**IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR AFRICA ROAD WIDENING AT SYCAMORE TRAILS:**

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Africa Road Widening at Sycamore Trails;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Africa Road Widening at Sycamore Trails as follows:

**OWNER’S AGREEMENT**

**THIS AGREEMENT** made and entered into this 23<sup>rd</sup> day of July, 2018 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **TBD VENTURES, LLC**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled **AFRICA ROAD WIDENING AT SYCAMORE TRAILS** which was approved by the **County Engineer**, hereinafter called the **Plan**, is governed by the following considerations to wit:

- 1) The **OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) The **OWNER** shall pay the entire cost and expense of said improvements.
- 3) Should **OWNER** elect to proceed to construction prior to recording the plat, no financial warranties are necessary until such time as the **OWNER** elects to record the plat to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance



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with the current “Delaware County Engineering and Surveying Standards for Subdivision Development” and current “Subdivision Regulations of Delaware County, Ohio”. Said financial warranty will be released and returned to the OWNER within thirty (30) days of the acceptance of the improvements by the COUNTY.

- 4) Before beginning construction, the OWNER shall deposit inspection fees in the amount of TWENTY-ONE THOUSAND DOLLARS (\$21,000) 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 project and acceptance of the improvements by the DELAWARE COUNTY COMMISSIONERS, the remaining amount in the fund shall be returned to the OWNER.
- 5) The OWNER is to complete all construction to the satisfaction of the COUNTY no later than June 1, 2019, and will receive an approval letter from the Delaware County Engineer as evidence of the OWNER’S release from responsibility to said project.
- 6) 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 construction of said improvements.
- 7) The OWNER will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the Ohio Department of Transportation “Uniform Traffic Control Devices” and “Traffic Control for Construction and Maintenance”.
- 8) 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 stop work forthwith and use the surety for the completion of the improvements.
- 9) 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.
- 10) Upon approval and acceptance of the improvements, the original copy of the PLAN shall become the property of the COUNTY and shall be filed in the office of the Delaware County Engineer.
- 11) 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 make the said improvements stipulated herein.

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

**16**

**RESOLUTION NO. 18-815**

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE BE IT RESOLVED that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U18-092	Spectrum	Cameron Avenue	Road bore
U18-093	WOW	Maketewah Dr.	Replace facilities
U18-094	Spectrum	Lawton Street	Place buried cable
U18-095	Del-Co Water	Lewis Center Road	Install waterline
U18-096	AT&T	Highland Lakes Ave.	Trench & place hand hole

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

**17**

**RESOLUTION NO. 18-816**

**IN THE MATTER OF ESTABLISHING THE MAINTENANCE ACCOUNT, APPROVING THE MAINTENANCE EASEMENTS AND CERTIFYING THE DRAINAGE MAINTENANCE ASSESSMENT COLLECTION PERCENTAGE FOR 2019 FOR THE SCOTT #604 LATERAL #2 DRAINAGE IMPROVEMENT PROJECT:**

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

WHEREAS, the Delaware County Engineering Staff and the Soil and Water Conservation Staff recommend finalizing the construction assessments, establishing the Drainage Maintenance Account and approving the Drainage Maintenance Easements for the Scott #604 Lateral #2 Drainage Improvement Project; and

WHEREAS, for the request to finalize the construction assessments (final schedule of assessments available in the Commissioners' Office until no longer of administrative value), establish the Drainage Maintenance account for the referenced project, approve the Drainage Maintenance easements per Chapters 6131 and 6137 of the Revised Code, and certify the Drainage Maintenance assessment collection percentage for 2019, the following information may be used to initiate the account:

RE:	Scott #604 Lateral #2
Account:	1811
Organization:	21911401
Amount:	\$7,500.00
2019 Collection:	2.5%

Maintenance Easement Description: (Map available at Engineer's Office)

Beginning on the west side of Piatt Rd and extending north and south of the catch basin located near 3838 Piatt Rd., and again on the east side of Piatt Rd at the catch basin located on 3873 Piatt Rd. and extending east and southeast to the junction with the Dutcher/Scott #1111 drainage maintenance project.

A to B:

25 feet right of 15" subsurface drain  
40 feet left of 15" subsurface drain

B to C

25 feet right of 15" subsurface drain  
25 feet left of 8" subsurface drain

C to D

25 feet right of top of bank  
25 feet left of top of bank

D to E

25 feet right of 15" subsurface drain  
25 feet left of top of bank

E to F

25 feet right of top of bank  
25 feet left of top of bank

A to J

Extending from the right-of-way to 15 feet east of 6" subsurface drain  
15 foot diameter around breather

G to H

10 feet right of 4" subsurface drain  
10 feet left of 4" subsurface drain  
10 foot diameter around breather

K to L

15 feet east of 8" subsurface drain  
15 feet west of 8" subsurface drain  
15 foot diameter around breather

K to M

15 feet east of 6" subsurface drain  
15 feet west of 6" subsurface drain  
15 foot diameter around breather

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners establishes the Maintenance Account and approves the Maintenance Easements for the Scott #604 Lateral #2 Drainage Improvement Project and certifies the drainage maintenance assessment collection percentage for 2019;

BE IT FURTHER RESOLVED that the Board of Commissioners will approve the final schedule of construction assessments (copy available in the Commissioners' Office until no longer of administrative value) when the interest rate of the bond for the borrowing of money is determined;

BE IT FURTHER RESOLVED that the Commissioners' Office will supply to the Auditor's Office the final schedule of construction assessments after the bond is issued and the interest rates are determined for the

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assessments. Eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited to pay their assessments with the interest rate of the installment. As the project's final cost is less than the estimate, those property owners who paid in advance are due a refund as shown on the proposed final schedule of assessments.

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

18

RESOLUTION NO. 18-817

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE COMMISSIONERS' OFFICE:

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

WHEREAS, pursuant to R.C. 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193, dated September 30th, 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 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the Board of Commissioners, as appointing authority, 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 R.C. 301.29 (F)(2);

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:	Commissioners
Daily spending per card:	\$5,000.00
Monthly spending per card:	\$10,000.00
Single transaction limit:	\$5,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

Name on Card: Karen First

Department Coordinator: Sarah Dinovo

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

19

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator  
-No reports

20

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton  
-People In Need will be hosting a Taste of Powell at the Zoo this Thursday.

Commissioner Lewis  
-No reports

Commissioner Merrell  
-The Board of Elections have received the amount they will received from the state for the new voting machines.  
-Listened to the Gubernatorial Candidates Friday at the CCAO meeting.  
-Will be receiving one more NCO check in August.

21

RESOLUTION NO. 18-818

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official; to consider the purchase of property for public purposes.

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

**RESOLUTION NO. 18-819**

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

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

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

There being no further business, the meeting adjourned.

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

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

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

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