

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2019**

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

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

10:00 A.M. Public Hearing To Consider Changing The Name Of Pheasant Run, A Township Road In The Unincorporated Area Of Concord Township, Delaware County, Ohio

1
RESOLUTION NO. 19-453

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 13, 2019 AND SPECIAL MEETINGS HELD MAY 14 & 15, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 13, 2019 and special sessions May 14 & 15, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 meetings.

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-454

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0515 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0515:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0515, memo transfers in batch numbers MTAPR0515 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PNC Bank (P1901086)	Procurement Card Commissioners	10011102-5200	\$2,000.00
PNC Bank (P1901086)	Procurement Card Commissioners	10011102-5300	\$5,000.00

PR	Vendor Name	Line Description	Line Account	Amount
Number				
R1903287	EVOQUA WATER TECHNOLOGIES LLC	RES # 19-330	66211900 - 5290	\$176,000.00

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

4
RESOLUTION NO. 19-455

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Captain J. Farmer, Captain J. Cochran, Lieutenant J. Ransom, Lieutenant S. Gannon and Lieutenant G. Keating attend an EMS World Conference in New Orleans, Louisiana from October 15-19, 2019 at the cost of \$8,000.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Captain Joe Farmer attend an ITLS International Trauma Conference in Las Vegas, Nevada from November 12-17, 2019 (fund number

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10011303).

The Emergency Medical Services Department is requesting that J. Harper attend a CARES Resuscitation Academy in Columbus, Ohio on May 17, 2019 at no cost.

The Emergency Medical Services Department is requesting that Brian Russell attend an Ohio Health EMS Conference in Columbus, Ohio from May 20-21, 2019 at no cost.

The Economic Development Department is requesting that Robert Lamb attend a Governing Summit on Infrastructure in Pittsburg, Pennsylvania from July 29-31, 2019 at the cost of \$683.40 (fund number 21011113).

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

5

RESOLUTION NO. 19-456

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE NORRIS RUN FULL WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, Resolution No. 17-532 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Norris Run Full Watershed Drainage Improvement Petition Project; and

WHEREAS, Resolution No. 17-532 fixed the date of May 18, 2019 for filing of the reports, plans, and schedules; and

WHEREAS, additional time is required to allow for field survey, design, and engineer review; and

WHEREAS, upon filing of the reports, plans, and schedules, the Board of County Commissioners shall set a date and time for a public hearing for The Norris Run Full Watershed Drainage Improvement Petition Project; and

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

Section 1. The Board hereby approves May 18, 2020 as the date for filing of the reports, plans, and schedules for the Norris Run Full Watershed Drainage Improvement Petition Project.

Section 2. The Board hereby approves that, upon filing of the reports, plans, and schedule for the Norris Run Full Watershed Drainage Improvement Petition Project, the Clerk of the Board of Commissioners will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules.

Section 3. The Board hereby approves that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Norris Run Full Watershed Drainage Improvement Petition Project.

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

6

RESOLUTION NO. 19-457

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE RADNOR TOWNSHIP #2015-1 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, Resolution No. 17-342 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Radnor Township #2015-1 Watershed Drainage Improvement Petition Project; and

WHEREAS, Resolution No. 17-342 fixed the date of April 13, 2019 for filing of the reports, plans, and schedules; and

WHEREAS, additional time is required to allow for field survey, design, and engineer review; and

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WHEREAS, upon filing of the reports, plans, and schedules, the Board of County Commissioners shall set a date and time for a public hearing for the Radnor Township #2015-1 Watershed Drainage Improvement Petition Project; and

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

Section 1. The Board hereby approves April 13, 2020 as the date for filing of the reports, plans, and schedules for the Radnor Township #2015-1 Watershed Drainage Improvement Petition Project.

Section 2. The Board hereby approves that, upon filing of the reports, plans, and schedule for the Radnor Township #2015-1 Watershed Drainage Improvement Petition Project, the Clerk of the Board of Commissioners will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules.

Section 3. The Board hereby approves that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Radnor Township #2015-1 Watershed Drainage Improvement Petition Project.

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

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RESOLUTION NO. 19-458

IN THE MATTER OF THANKING THE GOVERNOR AND THE OHIO HOUSE OF REPRESENTATIVES FOR THEIR SUPPORT OF STATE INDIGENT DEFENSE REIMBURSEMENT AND CALLING ON THE OHIO SENATE TO CONTINUE THIS SUPPORT IN THE STATE BUDGET BILL:

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

WHEREAS, Ohio counties have experienced a collective \$351 million annual revenue loss due to reductions in the Local Government Fund, Medicaid Managed Care sales tax elimination, and tangible personal property tax; and

WHEREAS, Ohio counties are anticipating a \$50 million collective sales tax revenue loss by State Fiscal Year 2021 due to the implementation of the prescription eyewear sales tax exemption and the expiration of Ohio's grandfather clause to the federal Internet Tax Freedom Act of 1998; and

WHEREAS, county budgets have been strained for decades by the state passing down to counties its constitutionally-mandated requirement under the U.S. Supreme Court decision *Gideon v. Wainright (1963)* that the state provide legal counsel to indigent defendants; and

WHEREAS, the state reimbursement rate to counties for indigent defense costs has only averaged 35 percent from SFY 07 to SFY 16, leaving counties to collectively spend tens of millions of dollars in county general revenue funds to fulfill this state mandate; and

WHEREAS, Governor Mike DeWine provided counties an additional \$60 million each fiscal year of his introduced state budget to provide counties with much needed budgetary relief of this state mandate; and

WHEREAS, the Ohio House of Representatives provided an additional \$35 million in SFY 21 to the state budget bill to reimburse counties for indigent defense costs and alleviate counties of this growing state mandate;

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

THAT, on this day, May 16, 2019, this Board applauds and sincerely thanks Governor DeWine for listening to county budgetary concerns and addressing indigent defense costs with his historic and impactful investment included in his introduced budget; and

THAT, this Board deeply appreciates and sincerely thanks the Ohio House of Representatives for further increasing the indigent defense appropriation by \$35 million in SFY21 which should fully reimburse counties for their indigent defense costs, assuming current conditions; and

THAT, this Board calls upon the Ohio Senate to maintain the House of Representatives' appropriation for indigent defense reimbursement in the state budget bill to ensure that this state mandate remains funded; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full

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compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

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

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RESOLUTION NO. 19-459

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE FACILITIES DEPARTMENT:

It was moved by Mr. Benton, seconded by Mr. Merrell 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 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 card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

New

Appointing Authority:	County Commissioners
Office/Department:	Facilities/Maintenance
Daily spending per card:	\$1,000.00
Monthly spending per card:	\$5,000.00
Single transaction limit:	\$750.00
Daily number of transactions per card:	5
Monthly number of transactions per card:	50

Name on Card: Robert VanHorn

Department Coordinator: Janette Adkins

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

10

RESOLUTION NO. 19-460

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE HEATHERS AT GOLF VILLAGE SECTION 4:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval:

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for The Heathers at Golf Village Section 4;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for The Heathers at Golf Village Section 4 for submittal to the Ohio EPA for their approval.

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

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RESOLUTION NO. 19-461

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE COTTAGES AT HYATTS:

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

WHEREAS, the construction of new sanitary sewers at the Cottages at Hyatts have been completed to meet Delaware County Sewer District requirements; and

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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:

The Cottages at Hyatts	732 linear feet of 8- inch sewer mainline	\$53,070.00
	26 ct. 8x6 wye fittings	\$ 4,732.00
	31.5 linear feet of 6-inch diameter PVC risers	\$ 576.45
	849.5 linear feet of 6-inch diameter PVC laterals	\$33,300.40
	4 sanitary manholes	\$16,652.00

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. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 19-462

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE EVANS FARM NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on June 15, 2017, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 17-623, establishing the Evans Farm New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Evans Farm New Community Authority Board of Trustees, pursuant to Resolution No. 17-623 and section 349.04 of the Revised Code;

WHEREAS, the terms for two seats will expire June 14, 2019, and the two members occupying those seats wish to be re-appointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint current members of the board of trustees of the Evans Farm New Community Authority;

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

Section 1. The Board hereby approves an exception to the Policy for the appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the re-appointments of the following members to the Evans Farm New Community Authority of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Local Government Representative	Robert Riley	June 14, 2021
Citizen Member	John Kirksey	June 14, 2021

Section 1. The re-appointments approved in this Resolution shall take effect on June 15, 2019.

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

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Evans Farm Land Development Company, LLC, as the statutory developer for the Evans Farm New Community Authority.

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

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RESOLUTION NO. 19-463

IN THE MATTER OF AMENDING RESOLUTION NO. 19-351:

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

WHEREAS, on April 15, 2019, the Delaware County Board of Commissioners adopted Resolution No. 19-351, awarding the bids for asphalt materials to be used by the County Engineer during 2019; and

WHEREAS, various non-exclusive bid awards were made to December Construction Company; and

WHEREAS, the County Engineer has determined that the actual bid was submitted by Decker Construction Company; and

WHEREAS, the County Engineer requests an Amendment to Resolution No. 19-351 changing the awards from December Construction Company to Decker Construction Company;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby amends Resolution No. 19-351 by replacing all awards and references to December Construction Company with Decker Construction Company.

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

14

RESOLUTION NO. 19-464

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR017-4.40, HARLEM/WOODTOWN ROAD IMPROVEMENTS:

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

Whereas, Resolution Number 16-123 declared the necessity for the Improvement known as DEL-CR017-4.40, Harlem/Woodtown Road Improvements; and

Whereas, the County Engineer has prepared plans, specifications and estimates for the Improvement; and

Whereas, the County Engineer has estimated the construction cost of the Improvement to be \$1,434,000.00;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The plans, specifications and estimate for the project known as DEL-CR017-4.40 are hereby approved.

Section 2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

Public Notice
Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, June 4, 2019, at which time they will be publicly received and read aloud, for the project known as:

DEL-CR 017-4.40
Harlem/Woodtown Road

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

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This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Public Notices and Bids"

The Owner requires that all work associated with the project be completed before October 31, 2019. The estimated commencement of work date is June 10, 2019.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
May 17, 2019

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

15

RESOLUTION NO. 19-465

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE SHELLY COMPANY FOR THE 2019 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM:

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

**2019 Delaware County Road Improvement Program
Bid Opening of April 2, 2019**

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

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and The Shelly Company for the project known as 2019 Delaware County Road Improvement Program, Resurfacing Various County and Township Roads;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with The Shelly Company for the 2019 Delaware County Road Improvement Program, Resurfacing Various County and Township Roads.

CONTRACT

THIS AGREEMENT is made this 13th day of May, 2019 by and between **The Shelly Company, 80 Park Drive, Thornville, Ohio 43076**, 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

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 **"2019 Delaware County Road Improvement Program, Resurfacing Various County and Township Roads"**, 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 **Three Million Two Hundred Forty-Two Thousand Four Hundred Forty-One Dollars and Forty-Eight Cents (\$3,242,441.48)**, 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

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- 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.

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

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RESOLUTION NO. 19-466

IN THE MATTER OF APPROVING A COOPERATION AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE FOR RESURFACING OF SECTION LINE ROAD:

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

WHEREAS, the County Engineer recommends approval of a Cooperation Agreement between the Delaware County Board of Commissioners and the City of Delaware for Resurfacing of Section Line Road;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Cooperation Agreement with the City of Delaware for the Resurfacing of Section Line Road:

**COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF DELAWARE
AND
DELAWARE COUNTY
FOR RESURFACING OF SECTION LINE ROAD**

This Agreement is made and entered into this 13th day of May, 2019 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the City of Delaware, 1 S. Sandusky Street, Delaware, Ohio 43015 (the “City”), hereinafter referred to individually as “Party” or collectively as the “Parties”.

1 AUTHORITY

1.1 Pursuant to section 9.482 of the Revised Code, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

2 PURPOSE

- 2.1 The City and County desire to make improvements to Section Line Road, including resurfacing of the pavement from US Route 42 to SR 36 (the “Project”).
- 2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.

3 NOTICES

3.1 Notices served under this Agreement shall be made in writing to the representatives of each party listed below:

3.1.1 County:

Robert Riley, PE, PS
Chief Deputy Engineer
50 Channing Street
Delaware, OH 43015
email: rriley@co.delaware.oh.us

3.1.2 City:

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Matthew B. Weber, P.E.
Deputy City Engineer
440 East William Street
Delaware, Ohio 43015
email: mweber@delawareohio.net

4 MANAGEMENT OF PROJECT

- 4.1 The County, acting through the County Engineer will design, administer bidding and award of the construction contract and manage the construction of the Project, and shall coordinate the same with the Deputy City Engineer, allowing reasonable opportunity for the City to provide comments and approvals of plans, specifications, and estimates for the Project.

5 ESTIMATED COSTS

- 5.1 The estimated costs of the project are as follows:

5.1.1	Total Cost of Project:	\$689,116.25
5.1.2	County Share:	\$ 573,298.01
5.1.3	City Share:	\$ 115,818.24

- 5.2 The City and County acknowledge that the estimated costs are based on the County Engineer's opinion of probable construction costs, and that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump sum contract items shall be apportioned pro rata based upon the amount of work performed within the City and County jurisdictions as determined by County Engineer.

6 COST PARTICIPATION

- 6.1 The County shall pay all construction estimates due to the Contractor upon completion of the work, including partial estimates.
- 6.2 The City shall reimburse the County for all project costs relating to the construction of the Project situated within the City municipal corporation limits.
- 6.3 The County Engineer shall keep an accurate record of the project costs and submit an invoice to the City for the City's share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs.
- 6.4 The City shall pay the invoice within 30 days of receipt of the invoice.

7 PERSONNEL

- 7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

8 EQUIPMENT AND FACILITIES

- 8.1 Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

9 RECORDS

- 9.1 The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

10 TERM

- 10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.
- 10.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

11 LEGAL CONTINGENCIES

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11.1 In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

12 INSURANCE AND LIABILITY

12.1 The Parties are both political subdivisions and lack authority to indemnify.

12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

13 MISCELLANEOUS TERMS & CONDITIONS

13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

13.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

13.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

13.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

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

**17
RESOLUTION NO. 19-467**

IN THE MATTER OF APPROVING THE PIPELINE RELOCATION AGREEMENT BY AND BETWEEN COLUMBIA GAS OF OHIO, INC. AND DELAWARE COUNTY FOR COUNTY HOME ROAD:

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

Whereas, the County Engineer recommends approving the Pipeline Relocation Agreement by and between Columbia Gas of Ohio, Inc. and Delaware County;

Now, Therefore, Be It Resolved, that the Delaware County Board of Commissioners approves the Pipeline Relocation Agreement by and between Columbia Gas of Ohio, Inc. and Delaware County, as follows:

Pipeline Relocation Agreement

This Pipe Relocation Agreement (“Agreement”) is made as of the 13th of May, 2019, by and between Columbia Gas of Ohio Inc., a Ohio corporation with offices at [3550 Johnny Appleseed Ct, Columbus, Ohio, 43231], hereinafter referred to as “Columbia,” and Delaware County whose address is 50 Channing St, Delaware, Ohio, 43015, hereinafter referred to as “Requestor.” Columbia and Requestor are each a “Party” and collectively

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referred to as “the Parties.”

Witnesseth

WHEREAS, Columbia owns and operates a 2 inch pipeline, located County Home Rd in Delaware County, Ohio.

WHEREAS, Requestor wishes to have a portion of the pipeline and any related pipeline facilities relocated in order to permit certain construction or other activity in the vicinity of said pipeline, and Columbia is willing to relocate a portion of the pipeline subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Requestor requests relocation of Columbia’s pipeline and any related pipeline facilities as follows: **Relocate 178’ – 2” PMMP & CSMP FOR CULVERT REPLACEMENT**. Requestor shall pay one hundred percent (100%) of any and all direct and indirect costs associated with the pipeline relocation.

2. Requestor shall deposit the sum of \$29,929 (the “Deposit”) with Columbia, which sum is an estimated cost of relocating Columbia’s pipeline. Said cost of relocation shall include any and all costs including, but not limited to, cost of right-of-way acquisition, permit fees, materials, contractor mobilization, and labor. Requestor acknowledges and agrees that the Deposit is based upon both the information available and circumstances known to Columbia as of the date of the execution of this Agreement. Requestor further agrees and acknowledges that the Deposit may be increased, pursuant to this Paragraph 2 and Paragraph 3 below. If Requestor cancels or postpones its contemplated construction project or other activity, Requestor shall reimburse Columbia for all costs (direct and indirect) expended or obligated at the time of cancellation or postponement, including costs which may have to be expended to restore the Requestor’s, Columbia’s or any third party’s premises to their original condition, all such amounts to be deducted from the Deposit. Any such costs which exceed the Deposit shall be payable by Requestor immediately upon notice from Columbia. Notwithstanding any other provision of this Agreement, if the pipeline relocation is not completed within 6 months of the execution of this Agreement, Columbia reserves the right to increase the Deposit. Upon notice from Columbia, Requestor shall promptly pay such additional sum to Columbia. Columbia may retain the Deposit until the completion of the work contemplated under this Agreement. Unless otherwise required by law or order of any governmental body having jurisdiction over Columbia, Columbia shall not be required to pay interest, carrying charges, or any other amounts related to the Deposit.

3. Upon execution of this Agreement by both Parties and the receipt of the Deposit from Requestor, Columbia agrees to begin plans for said pipeline relocation. Columbia will physically relocate said pipeline and any related pipeline facilities as mutually agreed only when all necessary rights-of-way have been secured and all material is available. Columbia will not commence the relocation project until such time as such pipeline relocation work will not impair the operation of Columbia’s gas distribution system or its service to its customers. Columbia is not responsible for any Requestor losses of any kind resulting from work delays or cancellation, or delay or refusal by a governmental entity to issue any necessary permit. This Agreement may be suspended, the Deposit amount may be increased by Columbia, or the terms of this Agreement renegotiated by Columbia, due to adverse digging or soil (e.g. ledge, hazardous materials, etc.) conditions, or delay or denial of necessary permits.

4. Upon Columbia’s request, Requestor agrees to enter into a Right of Way Agreement with Columbia in which Requestor shall grant to Columbia all necessary easements or rights of way on property owned by Requestor at no cost to Columbia. Requestor shall also cooperate with and compensate Columbia for acquiring any necessary easements or rights of way on property owned by third parties that are not in a public street or way. Columbia shall not be obligated to undertake the pipeline relocation and this Agreement shall be terminated at the sole discretion of Columbia if: (i) Requestor fails to timely enter into the Right of Way Agreement with Columbia, referenced above; or (ii) Columbia is not able to obtain necessary third party easements or rights of way upon terms and conditions (including cost) agreeable to Columbia. In the event of such termination, Requestor shall be responsible for all costs expended by Columbia and/or which Columbia is obligated to expend in connection with the relocation project and the termination of such project. Any such costs which exceed the Deposit shall be payable by Requestor immediately upon notice from Columbia.

5. To the extent any portion of the pipeline relocation occurs on Requestor’s property or property it or an affiliate controls, the Requestor at its own expense, shall (i) respond to reasonable requests of Columbia, its representatives and any governmental authorities or administrative agencies to provide all necessary information describing the physical characteristics of the property, including surveys, site elevations, legal and other required investigations and the like which it may have now or in the future; (ii) mark and identify for Columbia, the correct locations of all underground facilities (e.g., septic systems, sprinkler systems, water lines electric lines, propane tanks and lines, etc.) owned by the Requestor and/or others at or about the property; (iii) notify Columbia of any condition on or about the property which could affect the work contemplated hereunder; and (iv) cooperate with Columbia to obtain all necessary approvals, site plan reviews, permits, required for Columbia to carry out its work and obligations hereunder. Columbia shall not be obligated to undertake the pipeline relocation and this Agreement shall be terminated at the discretion of Columbia if Requestor fails to satisfy its obligations as set forth in this Section 5. In the event of such termination, Requestor shall be responsible for all costs expended by Columbia and/or which Columbia is obligated to expend in connection with the relocation project and the termination of such project. Any such costs which exceed the Deposit shall be payable by Requestor immediately

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upon notice from Columbia.

6. Upon completion of said pipeline relocation, Columbia shall, within a reasonable time, submit to Requestor a statement showing the actual cost thereof. If the actual (direct and indirect) cost of said pipeline relocation is more than the amount of the Deposit, Requestor shall promptly pay the difference between the actual costs and the Deposit, to Columbia. Requestor will make such reimbursement payment to Columbia within thirty (30) days of receipt of the invoice. Late payments will bear interest at a rate of 1.0% a month, which equals an annual percentage rate of 12%. If the actual cost is less than the amount of the Deposit, Columbia shall promptly return to Requestor the difference between the Deposit and the actual costs.

7. All questions with respect to the interpretation and construction of this Agreement and the rights and liabilities of the Parties hereunder shall be determined in accordance with the applicable laws of Ohio without regard to the law of conflicts or any choice of law provisions that would direct the application of the laws of another jurisdiction. Any legal action or in any way related to or arising from this Agreement shall be brought and heard only in a court of competent jurisdiction located in Delaware County, Ohio. This Agreement contains the entire agreement between the Parties concerning the relocation work, and no modification of this Agreement will be binding unless approved in writing by both Parties. Requestor may not assign this Agreement without express written consent from Columbia. Such consent may be withheld by Columbia in its sole discretion. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid such provision shall be deemed modified so as to be no longer invalid and, all of the remaining provisions of this Agreement shall remain in full force and effect. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. No provision of this Agreement shall be interpreted more or less favorably towards either Party because its counsel drafted all or a portion hereof.

Requestor represents and warrants that it has requisite authority to enter into this Agreement and that its representative signing this Agreement is authorized to bind and obligate the Requestor to the terms of this Agreement. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one instrument. Facsimile and pdf signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures.

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

18
RESOLUTION NO. 19-468

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE COUNTY ENGINEER’S OFFICE:

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may also purchase, hire, or lease automobiles, motorcycles or other conveyances and maintain them for the use of the county engineer and the county engineer’s assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for wood chipper for use in performing the office’s official duties; and

WHEREAS, the Board participates in the Sourcewell (formerly NJPA) cooperative purchasing program; and

WHEREAS, the wood chipper is available for purchase via the Sourcewell cooperative purchasing program;

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

Section 1. The Board hereby authorizes the purchase of one 2019 Model -12XP Intimidator 12XP – 12” Drum Style Brush Bandit Wood Chipper at a price of \$39,652.36 from Bobcat Enterprises, Inc.

Section 2. The purchase authorized in Section 1 hereof shall be subject to Sourcewell Contract #062117-BAN (4/1/2019) cooperative purchasing program, which is fully incorporated herein and of which the purchase order shall be made a part.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-There will be a kick-off to summer and the last chance to see the Historic Courthouse before the renovations start. Whit's frozen custard will be served.

21

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

- Attended the Destination Delaware community discussion on Tuesday.
- Attended the Land Bank meeting yesterday afternoon.
- Will be grilling hamburgers today at the Delaware County Jail for our deputies.
- Charles Sheets, a lifelong Delaware County resident and farmer passed away last week.
- The Health District has bought property off of South Sandusky Street to build their new facility.
- The PGA Tour started.

Commissioner Merrell

- Attended the Land Bank meeting as well yesterday.
- Attended the Job and Family Services Foster Parent Appreciation Banquet last night.
- Mr. Sheets will be missed.

Commissioner Lewis

- Attended the Job and Family Services Foster Parent Appreciation Banquet last night. Would like to thank the County and Deputy Administrator for also attending.
- Read an email from Chief Honeycut showing his appreciation for Captain Jennifer Cochran for her support to their department in debriefing the first responders after the incident involving the family of four in Genoa Township.

19

RESOLUTION NO. 19-469

10:00A.M. PUBLIC HEARING TO CONSIDER CHANGING THE NAME OF PHEASANT RUN, A TOWNSHIP ROAD IN THE UNINCORPORATED AREA OF CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO:

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

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

19 continued

RESOLUTION NO. 19-470

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

It was moved by Mr. 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 Aye Mr. Benton Aye

Recessed hearing for the consideration of changing the name of Pheasant Run, a Township Road in in the unincorporated area of Concord Township, Delaware County, Ohio at 10:33 AM.

RESOLUTION NO. 19-471 was not utilized.

22

RESOLUTION NO. 19-472

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; FOR PENDING OR IMMINENT LITIGATION:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive

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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; for pending or imminent litigation.

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

RESOLUTION NO. 19-473

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

Reconvened hearing for the consideration of changing the name of Pheasant Run, a Township Road in the unincorporated area of Concord Township, Delaware County, Ohio at 11:00 AM

RESOLUTION NO. 19-474

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO CONSIDER THE NAME OF PHEASANT RUN, A TOWNSHIP ROAD IN THE UNINCORPORATED AREA OF CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO:

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 11:07 A.M..

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

RESOLUTION NO. 19-475

IN THE MATTER OF CHANGING THE NAME OF PHEASANT RUN, A TOWNSHIP ROAD IN THE UNINCORPORATED AREA OF CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, pursuant to section 5541.04 of the Revised Code, the board of county commissioners of any county, on its own motion or on petition by a person owning a lot in the unincorporated area of said county praying that the name of a county or township road in the immediate vicinity of such lot be changed, upon hearing, and upon being satisfied that there is good cause for such a change of name, that it will not be detrimental to the general interest, and that it should be made, may, by resolution declare the change of the name of such road; and

WHEREAS, the township road currently known as Pheasant Run in the Scioto Ridge Crossing Subdivision, Concord Township, Delaware County, has the same name as a preexisting street in the City of Powell, creating confusion with the provision of safety services, as well as other inconveniences; and

WHEREAS, after providing notice to all affected parties, on May 16, 2019, the Delaware County Board of Commissioners (the “Board”) held a public hearing to consider changing the name of Pheasant Run, the township road in the unincorporated area of Concord Township, Delaware County, Ohio, in order to resolve the duplication;

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

Section 1. The Board hereby finds and determines that there is good cause to change the name of Pheasant Run, a township road in the unincorporated area of Concord Township, Delaware County, Ohio, that the change will not be detrimental to the general interest, and that the change in name should be made.

Section 2. The Board hereby declares that the name of Pheasant Run shall be changed to Bluebird Drive, effective as of July 1, 2019.

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the county engineer, the county recorder, and the county auditor, who shall change their records accordingly but still retain in some manner the old name of the road, in accordance with section 5541.04 of the Revised Code. The Clerk of the Board is further directed to mail courtesy copies of this Resolution via regular U.S. Mail to all owners of lots abutting the road renamed herein, the Concord Township Board of Trustees, the City of Powell, c/o Steve

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Lutz, City Manager, and the owner of the lot served by the preexisting street also named Pheasant Run in the City of Powell.

Section 4. The Board finds and determines that all formal actions of this Board and any of its committees 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 and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including section 121.22 of the Revised Code.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners