

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 17, 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

1
RESOLUTION NO. 19-570

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 13, 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 June 13, 2019; 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
Rob Leeds,
Director Agricultural/NR Educator OSU Extension Delaware County
 Brian Skinner
 Steve Berk
 Jacci Smith
Update on Delaware County Agricultural Situations Due To Spring Weather

4
RESOLUTION NO. 19-571

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0614 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0614:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0614, memo transfers in batch numbers MTAPR0614 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase				
PR Number	Vendor Name	Line Description	Line Account	Amount
R1903572	360WATER INC	ONLINE SAFETY TRAINING - CONTINUING EDUCATION	66211900 - 5305	\$9,850.00
R1903608	FIRST COMMONWEALTH BANK	LOCKBOX SERVICES 5 1 19- 12 31 19	66211900 - 5328	\$9,000.00
R1903611	HEALTH DEPARTMENT	TB TREATMENT REIMBURSEMENT	10011102 - 5342	\$6,044.04

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

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RESOLUTION NO. 19-572

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE HOMESTEAD AT SCIOTO RESERVE SECTION 1 DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, the Board of Commissioners of Delaware County on Thursday April 5, 2018, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the improvement of the Homestead at Scioto Reserve Section 1 Drainage Improvement Petition Project; and

WHEREAS, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the Drainage Improvement project; and

WHEREAS, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the improvement/construction of the Homestead at Scioto Reserve Section 1 Drainage Improvement Petition Project are finalized for their review and consideration;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Delaware has fixed **Thursday, August 22, 2019, at 10:15A.M.** at the Commissioners' Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

6

RESOLUTION NO. 19-573

IN THE MATTER OF ACCEPTING DONATIONS MADE TO THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

WHEREAS, pursuant to section 9.20 of the Revised Code, the Board may receive by gift, devise, or bequest moneys, lands, or other properties, for their benefit or the benefit of those under their charge; and

WHEREAS, the Delaware County Department of Job and Family Services has received donations to be given to parent/adult caregivers and children placed in the care of Delaware County Department of Job and Family Services; and

WHEREAS, gifts include forty-six (46) one-day zoo passes; and

WHEREAS, these donations provide for a family day at The Columbus Zoo; and

WHEREAS, these gifts were received from the following organizations in the amounts as follows:

The Columbus Zoo and Aquarium: \$ 1,011.54; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donations and offer thanks to The Columbus Zoo and Aquarium for the generous support of the Delaware County Department of Job and Family Services and the children and families, of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby accepts these donations for a total amount of \$1,011.54 to the Delaware County Department of Job and Family Services and offers thanks to The Columbus Zoo and Aquarium for their thoughtful generosity and commitment to the children and families of Delaware County.

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

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RESOLUTION NO. 19-574

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR ADULT COURT SERVICES:

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

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Transfer of Appropriation

From:	To:	
25422301-5001	25422301-5201	4,200.00
CBCG Intensive Supervision/Compensation	CBCG Intensive Supervision/General Supplies	
25422301 – 5001	25422301 - 5332	240.00
CBCG Intensive Supervision/Compensation	CBCG Intensive Supervision/ Cell Phone Allowance	
25422311-5001	25422311-5332	240.00
Pre-Sentence Investigation/Compensation	Pre-Sentence Investigation/Cell Phone Allowance	

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

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RESOLUTION NO. 19-575**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN POGGEMEYER DESIGN GROUP AND THE DELAWARE COUNTY COMMISSIONERS FOR AN ANALYSIS OF IMPEDIMENTS:

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

WHEREAS, on February 21, 2019, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 19-145, making request to the Ohio Development Services Agency (ODSA) for the use of Delaware County’s economic development revolving loan fund (ED RLF) for an analysis of impediments to fair housing and entering into an intergovernmental agreement between the Board and the City of Delaware; and

WHEREAS, on March 7, 2019, the Board adopted Resolution No. 19-199, certifying and authorizing the environmental review record and authorizing the request for release of funds (RROF); and

WHEREAS, the Economic Development Coordinator recommends the Board approve an agreement with Poggemeyer Design Group to provide professional planning services for the preparation of the PY2019 Analysis of Impediments to Fair Housing for Delaware County and the City of Delaware;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, County of Delaware, State of Ohio, hereby approves the following Agreement with Poggemeyer Design Group for the preparation of the PY2019 Analysis of Impediments to Fair Housing:

PROFESSIONAL SERVICES CONTRACT
PY2019 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 17th day of June, 2019, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Poggemeyer Design Group, 1168 N. Main St., Bowling Green, OH 43402 (“Consultant”) (individually referred to herein as “Party” and collectively referred to herein as the “Parties”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Economic Development Coordinator as Administrator and agent of the Board for Services performed in accordance with this Agreement. The Administrator shall have general supervision of the Services and authority to order commencement or suspension thereof.

Section 3 – Scope of Services

Consultant agrees to furnish, unto the County, professional services in accordance with the “letter contract” dated April 11, 2019, attached hereto as Exhibit A and, by this reference, hereby made part of this Agreement. The professional services as more fully described in Exhibit A shall be referred to herein as the “Services.” In the event of a conflict between the terms and conditions stated within this Agreement, consisting of pages 1–4, and Exhibit A, the terms and conditions stated herein shall take precedence. Consultant further agrees to perform the Services promptly and in a skillful and competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

The County will compensate Consultant for the Services specified as outlined in Exhibit A but in no event to exceed the maximum amount of \$23,000, unless this Agreement is modified in writing approved by both Parties.

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The fees specified shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in Exhibit A.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on itemized invoices submitted in accordance with Exhibit A. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Services upon written authorization from the Administrator and shall complete the Services in a timely manner but in no event later than three months following execution of this Agreement. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that the Consultant is, at that time, in full compliance with all other terms of the Agreement.

Section 7 – Insurance

7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence. Identical coverage shall be required to be provided by all subconsultants and subcontractors, if any.

7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subconsultants and subcontractors, if any.

7.3 Workers’ Compensation Coverage: Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subconsultants and subcontractors, if any.

7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subconsultants and subcontractors to provide like endorsements.

7.5 Proof of Insurance: Prior to the commencement of Services under this Agreement, Consultant, and all of its subconsultants and subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of the Services. The Consultant shall immediately suspend or terminate the Services, as ordered by the County. In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving notice of termination for Services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the scope of the Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not take effect until approved in writing by both Parties.

Section 11 – Miscellaneous Terms & Conditions

11.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee

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for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

11.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant, acting as an independent Contractor, hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

11.3 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

11.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

11.5 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.

11.6 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.

11.7 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 to be effective and to be complied with.

11.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

11.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

IN WITNESS WHEREOF, the Parties hereto have, through their respective authorized principals or agents, executed this Agreement as of the date first written above.

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

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RESOLUTION NO. 19-576

IN THE MATTER OF AUTHORIZING THE SALE OF PERSONAL PROPERTY NOT NEEDED FOR COUNTY USE:

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

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Delaware County Board of Commissioners (the "Board") may sell county personal property to the federal government, the state, any political subdivision of the state, or a county land reutilization corporation without advertisement or public notification, regardless of the property's value; and

WHEREAS, the Delaware County Sewer District has certain ultraviolet (UV) modules that are no longer needed for county use but may be utilized by other governmental entities; and

WHEREAS, the Sanitary Engineer recommends the sale of the UV modules to the federal government, the state, any political subdivision of the state, or a county land reutilization corporation without advertisement or public notification, regardless of the property's value;

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

Section 1. The Board hereby authorizes the Delaware County Sewer District to sell the unneeded UV modules to the federal government, the state, any political subdivision of the state, or a county land reutilization corporation without advertisement or public notification, regardless of the property's value.

Section 2. If the unneeded UV modules are not sold in accordance with Section 1 of this Resolution, then the Board hereby authorizes the unneeded UV modules to be sold via internet auction, pursuant to Resolution No. 16-749. Any property not sold within a reasonable period of time shall be considered of no value and shall be discarded or salvaged.

Section 3. This Resolution shall take immediate effect upon passage.

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

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RESOLUTION NO. 19-577

IN THE MATTER OF APPROVING AN ASSIGNMENT OF SUBDIVIDER'S AGREEMENT FOR THE COTTAGES AT HYATTS:

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

WHEREAS, the Sanitary Engineer recommends approval of the assignment of the subdivider's agreement for The Cottages at Hyatts;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Assignment of Subdivider's Agreement for The Cottages at Hyatts:

ASSIGNMENT OF SUBDIVIDER'S AGREEMENT
THE COTTAGES AT HYATTS

THIS Assignment of the Original Subdivider's Agreement (the "Agreement") approved by Resolution No. 18-935 is made and entered into this 17th day of June 2019, by and among **Schottenstein Homes, LLC, Cottages at Hyatts, LLC**, and the **Board of County Commissioners of Delaware County, Ohio** (the "County").

RECITALS

WHEREAS, Schottenstein Homes, LLLC, the Subdivider in the Agreement, has assigned its rights and obligations under the Agreement to Cottages at Hyatts, LLC; and

WHEREAS, the Agreement requires that the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of the Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ASSIGNMENT

Schottenstein Homes, LLC, hereby assigns its rights and obligations under the Agreement to Cottages at Hyatts, LLC, which shall be considered the "Subdivider" in the Agreement upon approval of this Assignment.

REMAINING PROVISIONS

All terms and conditions of the Agreement shall remain in full force and effect.

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IN CONSIDERATION WHEREOF, the parties have executed this Assignment as of the date first written above.

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

11

RESOLUTION NO. 19-578

IN THE MATTER OF APPROVING BID DOCUMENTS AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE CDBG PY2018 ACTIVITY 2 BERLIN TOWNSHIP ADA SIDEWALK IMPROVEMENTS:

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

WHEREAS, the Board of Delaware County Commissioners approved the Program Year 2018 Small Cities Community Development Block Grant Agreement B-F-18-1AT-1 with the Ohio Development Services Agency per Resolution No. 18-1055, which includes the project known as the CDBG PY2018 Activity 2 Berlin Township ADA Sidewalk Improvements (the "Project"); and

WHEREAS, the Delaware County Engineer's Office has completed the engineering services for the Project; and

WHEREAS, the Delaware County Economic Development Coordinator has worked with Poggemeyer Design Group to prepare all necessary bid documents for the Project; and

WHEREAS, the Delaware County Economic Development Coordinator recommends approving the bid documents and advertising for bids for the Project;

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

Section 1: The bid documents for the project known as the CDBG PY2018 Activity 2 Berlin Township ADA Sidewalk Improvements are hereby approved.

Section 2: The Economic Development Coordinator is hereby directed to advertise for bids to be published in the Delaware Gazette on Friday, June 21, 2019, Friday, June 28, 2019 and Friday, July 5, 2019, and receive bids on behalf of the Board in accordance with the following Public Notice:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 am on Tuesday, July 16, 2019, at which time they will be publicly received and read aloud, for the project known as:

Berlin Township Sidewalk/Curbcut Improvements: Piatt Meadows

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 one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Engineer's Construction Estimate for the project is \$151,000.

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.

This notice is posted on the Delaware County website at <https://co.delaware.oh.us/media-room/bids/>

The Owner requires that all work associated with the project be completed before November 2, 2019. The estimated commencement of work date is July 29, 2019.

Bidders must be pre-qualified as a Contractor by the Ohio Department of Transportation.

Project funded with PY2018 Community Development Block Grant (CDBG) Allocation Funds. This is a Federal-Aid project and the Federal Equal Employment Opportunity regulations listed in the proposal shall govern. This is a prevailing wage contract in accordance with the U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution. Bidders shall comply with all applicable provisions.

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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:

June 21, 2019

June 28, 2019

July 5, 2019

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

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RESOLUTION NO. 19-579

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

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

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

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

Permit #	Applicant	Location	Type of Work
U19-093	Consolidated Electric	Jewett Road	Place fiber on existing poles
U19-094	Consolidated Electric	Shanahan Road	Place Aerial fiber
U19-095	AEP	Liberty Road	Replace existing poles
U19-096	Columbia Gas	County Home Road	Install gas main
U19-097	MCI/Verizon	Old Liberty Road	Install fiber optic cable
U19-098	Kraft Electrical	Lewis Center Road	Directional Bore

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

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RESOLUTION NO. 19-580

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR SCIOTO RIDGE CROSSING SECTION 4; AND LANETTA SUBDIVISION, LOT 1232, DIVISION #1:

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

Scioto Ridge Crossing Section 43

WHEREAS, M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision (“Plat”) for Scioto Ridge Crossing Section 4, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Concord Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on April 25, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on April 12, 2019; 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 April 24, 2019; 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 5, 2019; 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 on May 31, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Scioto Ridge Crossing Section 4

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Scioto Ridge Crossing Section 4

Situated in the State of Ohio, County of Delaware, Township of Concord, located in Farm Lot 32 and 33, Section 3, Township 4, Range 19, United States Military Lands, and containing 29.452 acres of land being all of the remainder of a 41.855 acre parcel conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Deed Book 1552, Page 2617. Cost: \$105.

Lanetta Subdivision, Lot 1232, Division #1

WHEREAS, Thomas Hope, by Jennifer Popp, his attorney-in-fact, has submitted the Plat of Subdivision (“Plat”) for Lanetta Subdivision, Lot 1232, 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 April 2, 2019; and

WHEREAS, the Delaware General Health District has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on April 8, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on April 23, 2019; 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 April 30, 2019; 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 7, 2019; 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 on May 31, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Lanetta Subdivision, Lot 1232, Division #1.

Lanetta Subdivision, Lot 1232, Division #1

Situated in the State of Ohio, County of Delaware, Township of Genoa in Lot 3, Section 4, Township 3, Range 17 of the United States Military Lands and being all of Lot Number 1232 as shown on the plat of Lanetta Subdivision, of record in Plat Book 14, Page 128, Recorder’s Office, Delaware County, Ohio. Cost: \$6.

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

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ADMINISTRATOR REPORTS

**-KELLY THIEL, PE DELAWARE COUNTY REGIONAL SEWER DISTRICT
COLLECTION SYSTEM AWARD FROM OWEA**

15

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Attended the Zoofari event at the Columbus Zoo Saturday evening.
- The Finance Authority recognized the Olentangy Local Schools with an award on Thursday evening.
- Bob Horrocks will retire from SourcePoint this year. His replacement has been named: Fara Waugh who has been working for SourcePoint for 24 years.

Commissioner Benton

- Congratulations to Fara Waugh for her achievement.
- Would also like to recognize the Finance Authority for giving an award of \$50,000 to the Olentangy Local School District for promoting Economic Development.
- Congratulations to Gary Woodland for his U.S. Open win.

Commissioner Lewis

- Will be attending a Housing Conversation on Wednesday, June 19, 2019 at 1:30 at the Board of Developmental Disabilities.

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RESOLUTION NO. 19-581

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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 COLLECTIVE BARGAINING:

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; for collective bargaining.

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

RESOLUTION NO. 19-582

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners