

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 13, 2020**

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

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

1
RESOLUTION NO. 20-44

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 9, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 9, 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
RESOLUTION NO. 20-45

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0110 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0110

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0110, memo transfers in batch numbers MTAPR0110 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2000256	PNC BANK	PNC FOR SUPPLIES AND MATERIALS	21011113 - 5200	\$ 5,000.00
R2000256	PNC BANK	PNC FOR SERVICES AND CHARGES	21011113 - 5300	\$ 25,000.00
R2001022	R R BRINK LOCKING SYSTEMS INC	LOCK PARTS	10011105 - 5228	\$ 13,000.00
R2001025	COMPANAGEMENT INC	WORKERS' COMP MONTHLY CLAIMS COST	61311923 - 5370	\$ 300,000.00
R2001026	SEDGWICK CLAIMS MANAGEMENT	WORKERS' COMP - QUARTERLY SERVICE FEE	61311923 - 5301	\$ 35,000.00
R2001029	SMITH FEIKE MINTON INSURANCE INC	WORKERS' COMP EXCESS INSURANCE	61311923 - 5370	\$ 120,000.00
R2001030	FISHEL DOWNEY ALBRECHT &	WORKERS' COMP LEGAL FEES	61311923 - 5361	\$ 35,000.00
R2001073	FISHEL DOWNEY ALBRECHT &	HR LEGAL SERVICE	10011108 - 5361	\$ 10,000.00
R2001077	JOB & FAMILY SERVICES, OHIO DEPT	UNEMPLOYMENT COSTS	10011108 - 5370	\$ 15,000.00
R2001084	PNC BANK	HR SUPPLIES	10011108 - 5200	\$ 15,000.00
R2001084	PNC BANK	HR TRAININGS MEMBERSHIPS	10011108 - 5300	\$ 15,000.00
R2001085	PNC BANK	BWC WORKERS' COMP PREMIUM PAID WITH P CARD	61311923 - 5300	\$ 75,000.00
R2001086	HOFFMAN ANALYTIC SERVICES INC	LAB ANALYSIS - RSD	66211900 - 5301	\$ 25,000.00
R2001089	BATTERIES PLUS LLC	BATTERIES & BULBS - RSD	66211900 - 5201	\$ 8,000.00

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RESOLUTION NO. 20-46

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Job and Family Services Department is requesting their employees attend various trainings, business meetings, continuing education classes and conferences held throughout 2020 at the total cost of \$30,725 from the following fund numbers: 22411601 (\$575), 22411603 (\$1,350), 22411604 (\$4,100), 22411605 (\$23,600), 22411606 (\$100.00), and 70161603 (\$1,000.00).

Requested/Recommended by: Robert A. Anderson, Director
Delaware County Department of Job and Family Services

The Facilities Department is requesting an amendment to the travel for Robert VanHorn that was approved on August 26, 2019, for an additional \$275.00 (fund number 10011105).

The EMS Department is requesting that Rachael Adkins attend an EMS Today Conference in Tampa, Florida March 4-6, 2020, at the cost of \$2,050.00 (fund number 10011303)

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

5

RESOLUTION NO. 20-47

IN THE MATTER OF FORWARDING TWO NEW LIQUOR LICENSE REQUESTS FROM ALLURE NAIL STUDIO LLC (DBA ALLURE NAIL STUDIO) TO THE OHIO DIVISION OF LIQUOR CONTROL WITH REQUESTS FOR HEARINGS:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new liquor license D-3 request for Allure Nail Studio LLC (DBA Allure Nail Studio), located at 87 Neverland Drive, Lewis Center, Ohio, 43035; and

WHEREAS, the Delaware County Sheriff has responded with concerns found that form the basis for an objection and request for a hearing;

WHEREAS, the Ohio Division of Liquor Control has also notified the Delaware County Board of Commissioners of a new liquor license D-1 request for Allure Nail Studio LLC (DBA Allure Nail Studio), located at 87 Neverland Drive, Lewis Center, Ohio, 43035; and

WHEREAS, the same concerns apply to the second notification;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby directs the Clerk of the Board to complete the necessary forms and notify the Ohio Division of Liquor Control that objections were made and hearings are requested by this Board of County Commissioners.

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

6

RESOLUTION NO. 20-48

IN THE MATTER OF SETTING THE DATE AND TIME FOR PUBLIC HEARING #1 AND PUBLIC HEARING #2 AND COMMUNITY DEVELOPMENT IMPLEMENTATION STRATEGY (CDIS) MEETING FOR PY2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING:

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

WHEREAS, Delaware County, by and through the Delaware County Board of Commissioners (the "Board"), is a designated sub recipient of Community Development Block Grant ("CDBG") funding; and

WHEREAS, the citizen participation requirements within the Housing and Community Development Act and applicable federal regulations require two public hearings to allow public input regarding the use of CDBG funding; and

WHEREAS, the first public hearing is conducted at the initial stage of application preparation and is intended to provide information and seek input regarding the funds available and the general scope of eligible projects;

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

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Section 1. The Board hereby sets Thursday, January 30, 2020, at 2:00 PM, in the Board of Commissioners Hearing Room at 101 North Sandusky Street in Delaware, Ohio as the date, time, and place for Public Hearing #1 for PY2020 CDBG funding, and the Board hereby sets Wednesday, April 1, 2020 at 2:00 PM, in the Board of Commissioners Hearing Room at 101 North Sandusky Street in Delaware, Ohio as the date, time, and place for Public Hearing #2 for PY2020 CDBG funding, and the Board hereby sets Thursday, January 30, 2020, at 2:30 PM, in the Board of Commissioners Hearing Room at 101 North Sandusky Street Delaware, Ohio as the date, time and place for the CDIS meeting for PY2020 CDBG funding.

Section 2. The Economic Development Specialist is hereby directed to cause public notice to be issued through publication in the local newspaper or via alternative options per Ohio Development Services Agency Policy Notice OCD 07-01, notifying the public of the hearing.

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

**7
RESOLUTION NO. 20-49**

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

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

Transfer of Funds		
From	To	
10011110-5801 Human Services/Interfund Cash Transfer	22511607-4601 Children Services/Interfund Revenues	337,500.00
10011110-5801 Human Services/Interfund Cash Transfer	22411601-4601 JFS Income Maintenance/Interfund Revenues	466,471.00

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

**8
RESOLUTION NO. 20-50**

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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 multiple donations to be given to parent/adult caregivers and their children, as well as seniors; and

WHEREAS, gifts included clothing, pajamas, outerwear, books, games, bikes, toys, household items, furniture, gift cards, wrapping paper, kitchen supplies, bath supplies, blankets, quilts, stuffed animals, sports gear, arts and crafts, etc.; and

WHEREAS, these donations, along with the donations of other area businesses, agencies, and area residents, provided Christmas to 100 adults and 250 children and youth; and

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

New Hope Church of Powell:	\$ 5,455.00
United Way of Delaware County:	\$10,000.00
All Shepherds Lutheran Church:	\$ 1,200.00
Briskey Concrete:	\$ 1,500.00
Schultz Family:	\$ 1,000.00
Delaware County Clerk of Courts and staff:	\$ 1,000.00; and

WHEREAS, the Delaware County Board of Commissioners wishes to formally accept these donation and offer thanks to all these organizations for their generous support of the Delaware County Department of Job and Family Services and the children, families, and seniors of Delaware County; and

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby accepts these donations for a total amount of \$20,155 to the Delaware County Department of Job and Family Services and thanks New Hope Church of Powell, United Way of Delaware County, All Shepherds Lutheran Church, Briskey Concrete, the Schultz Family and the Delaware County Clerk of Courts and staff for their thoughtful generosity and commitment to the children, families, and seniors of Delaware County.

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

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RESOLUTION NO. 20-51

IN THE MATTER OF SETTING THE BID DATE AND TIME TO RECEIVE BIDS FOR THE CHESHIRE PUMP STATION IMPROVEMENTS PROJECT AND THE CHESHIRE FORCE MAIN IMPROVEMENTS PROJECT:

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

WHEREAS, the Delaware County Regional Sewer District desires to bid the Cheshire Pump Station Improvements Project and the Cheshire Force Main Improvements Project; and

WHEREAS, Sewer District staff has provided the contract documents and technical specifications for the Cheshire Pump Station Improvements Project and the Cheshire Force Main Improvements Project;

NOW, THEREFORE, BE IT RESOLVED that the specifications for the projects known as Cheshire Pump Station Improvements and Cheshire Force Main Improvements are hereby approved, and the Sanitary Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Legal Notices:

**PUBLIC NOTICE
ADVERTISEMENT FOR BIDS**

**DELAWARE COUNTY REGIONAL SEWER DISTRICT
CHESHIRE PUMP STATION IMPROVEMENTS PROJECT
CONTRACT NO. 1-2019**

Bids for the construction of the CHESHIRE PUMP STATION IMPROVEMENTS PROJECT shall be submitted electronically through the www.bidexpress.com web service until **10:00 AM** local time on **Tuesday, 02/18/20**, at which time they will be publicly opened and read aloud.

The Bidder shall furnish all labor and material to construct a new wastewater pumping station and appurtenances and decommission the existing facilities.

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.

All proposals shall be submitted electronically through the web service www.bidexpress.com. A Bid must be accompanied by Bid security made payable to Owner, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions. The amount of a cashier's check or certified check must be at least TEN percent (10%) of the Bidder's maximum bid price (in accordance with Ohio Revised Code Chapter 1305). If a Bid Security is issued in the form of a Bid Bond by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions and O.R.C. 153.54, it shall be equal to ONE HUNDRED percent (100%) of the Bidder's maximum Bid Price. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems most favorable to the County after the Bids have been examined and checked, and subject to the approval of the County Commissioners.

The Engineer's Estimate is \$ 2,100,000

A pre-Bid conference will be held on **February 4, 2020** at **10:00 A.M.** at the Delaware County Regional Sewer District Office, 50 Channing Street (South Wing), 2nd floor Conference Room, Delaware, Ohio 43015. Attendance at this conference is not required to bid but is encouraged. This conference will be held jointly with the pre-bid conference for a separate related project, Cheshire Force Main Improvement Project, Contract No. 2-2019.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read. All Bidders must bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contract Price. Carriers must be authorized to do business in the State of Ohio.

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The Bid will be advertised on January 17, 2020, in the Delaware Gazette. The Bid will also be posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids”.

**PUBLIC NOTICE
ADVERTISEMENT FOR BIDS**

**DELAWARE COUNTY REGIONAL SEWER DISTRICT
CHESHIRE FORCE MAIN IMPROVEMENTS PROJECT
CONTRACT NO. 2-2019**

Bids for the construction of the CHESHIRE FORCE MAIN IMPROVEMENTS PROJECT shall be submitted electronically through the www.bidexpress.com web service until **10:00 AM** local time on **Tuesday, 02/18/20**, at which time they will be publicly opened and read aloud.

The Bidder shall furnish all labor and material to construct approximately 15,644 linear feet of new sanitary force main and 44 linear feet of new gravity sanitary sewer along Africa Road to connect to the Cheshire Pump Station Improvements Project.

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.

All proposals shall be submitted electronically through the web service www.bidexpress.com. A Bid must be accompanied by Bid security made payable to Owner, in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions. The amount of a cashier’s check or certified check must be at least TEN percent (10%) of the Bidder’s maximum bid price (in accordance with Ohio Revised Code Chapter 1305). If a Bid Security is issued in the form of a Bid Bond by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions and as may be modified by the Supplementary Conditions and O.R.C. 153.54, it shall be equal to ONE HUNDRED percent (100%) of the Bidder’s maximum Bid Price. Bid security furnished in bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The County reserves the right to reject any and all Bids, in whole or in part, to waive any informality in any or all Bids, to accept the Bid it deems lowest and best after the Bids have been examined and checked, and subject to the approval of the County Commissioners.

The Engineer’s Estimate is \$ 1,960,000.

A pre-Bid conference will be held on **Tuesday, 02/04/20** at **10:00 AM** at the Delaware County Regional Sewer District Office, 50 Channing Street (South Wing), 2nd floor Conference Room, Delaware, Ohio 43015. This conference will be held jointly with the pre-bid conference for a separate related project, Cheshire Pump Station Improvement Project, Contract No. 1-2019.

No Bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read. All Bidders must bid on all items listed on the Bid Form. The successful Bidder shall be required to furnish performance and payment bonds in the amount of 100% of the Contract Price. Carriers must be authorized to do business in the State of Ohio.

The Bid will be advertised on January 17, 2020, in the Delaware Gazette. The Bid will also be posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting “Public Notices and Bids”.

- End of ADVERTISEMENT FOR BIDS -

Owner: Delaware County Board of Commissioners
By: Michael Frommer, P.E.
Title: Executive Director, Delaware County Regional Sewer District
Date:

To Be Advertised: January 17, 2020

End of Advertisement of Bids

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

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RESOLUTION NO. 20-52

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE/TIME FOR THE PROJECT KNOWN AS DEL-CR10/CR72, LACKEY OLD STATE/CHESHIRE ROAD INTERSECTION IMPROVEMENTS:

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

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WHEREAS, Resolution No. 18-1210 declared the necessity for and approved the improvement known as DEL-CR10/CR72, Lackey Old State/Cheshire Road Intersection Improvements (the “Improvement”); 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 \$1,640,000.00;

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

Section 1: The plans, specifications and estimate for the project known as DEL-CR10/CR72, Lackey Old State/Cheshire Road Intersection Improvements are hereby approved; and

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, February 4, 2020, at which time they will be publicly received and read aloud, for the project known as:

**DEL CR 10/CR 72
Intersection Improvements**

All proposals shall be submitted electronically 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.

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 August 8, 2020. The estimated commencement of work date is February 17, 2020.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 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:
January 17, 2020

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

**11
RESOLUTION NO. 20-53**

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

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

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

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

Permit #	Applicant	Location	Type of Work
UT20-0001	Spectrum	Bunker Lane	Place cable in ROW
UT20-0002	Suburban Natural Gas	North Farms Section 9	Lay gas main

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

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RESOLUTION NO. 20-54

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR NORTH FARMS SECTION 9, NORTHSTAR-GOLDWELL NEIGHBORHOOD SECTION 1, AND VINMAR VILLAGE SECTION 4:

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

North Farms Section 9

WHEREAS, Rockford Homes, Inc. has submitted the Plat of Subdivision (“Plat”) for North Farms Section 9, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 17, 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 October 30, 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 October 28, 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 November 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 December 22, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for North Farms Section 9.

North Farms Section 9

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lots 14 (3.572 acres) NS 15 (10.044), Quarter Township 2, Township 3, Range 18, United States Military Lands, containing 13.616 acres of land, more or less, said 13.616 acres being all of that 13.616 acre tract of land conveyed to Rockford Homes, Inc. by deed of record in Official Record 1264, Page 1316, Recorder’s Office, Delaware County, Ohio. Cost: \$69.

Northstar-Goldwell Neighborhood Section 1

WHEREAS, Nationwide Realty Investors, Ltd. has submitted the Plat of Subdivision (“Plat”) for Northstar-Goldwell Neighborhood Section 1, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on October 24, 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 October 28, 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 October 29, 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 December 9, 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 December 26, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northstar-Goldwell Neighborhood Section 1.

Northstar-Goldwell Neighborhood Section 1

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Situated in the State of Ohio, County of Delaware, Berkshire Township, Farm Lot 2 (Eastern Tier), Quarter-Township 2, Township 4, Range 17, United States Military District, and being part of a 58.765 acre tract of land conveyed to Northstar Residential Development LLC by deed of record in Official Record 879, Page 1476 of the Delaware County Recorder’s Office. Cost: \$156.

Vinmar Village Section 4

WHEREAS, The Reserve at Vinmar LLC. has submitted the Plat of Subdivision (“Plat”) for Vinmar Village Section 4, 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 November 14, 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 November 19, 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 November 22, 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 November 25, 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 December 26, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Vinmar Village Section 4.

Vinmar Village Section 4

Situated in the State of Ohio, County of Delaware, Township of Genoa, lying in Farm Lot 4, Section 1, Township 3, Range 17 and Farms Lots 4 and 5, Section 2, Township 3, Range 17, United States Military District, containing 43.096 acres, said 43.096 acres being part of a 39.239 acre tract, all of a 8.655 acre tract and part of a 27.054 acre tract as all are conveyed to The Reserve at Vinmar LLC in Official Record 1613, Page 1467 as Parcels I, II and III respectively, Delaware County Recorder’s Office. Cost \$123.

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

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RESOLUTION NO. 20-55

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR THE PINES SECTION 2, THE PINES SECTION 3, AND GRAND POINTE AT NORTH ORANGE:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for The Pines Section 2, The Pines Section 3, and Grand Pointe at North Orange;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for The Pines Section 2, The Pines Section 3, and Grand Pointe at North Orange:

The Pines Section 2

OWNER’S AGREEMENT
PROJECT NUMBER: 9004

THIS AGREEMENT, executed on this 13th day of January, 2020 between **M/I HOMES OF CENTRAL OHIO**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **THE PINES SECTION 2**, further identified as Project Number 9004 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-TWO THOUSAND DOLLARS (\$32,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,041,900
CONSTRUCTION BOND AMOUNT	\$1,041,900
MAINTENANCE BOND AMOUNT	\$ 104,100

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INSPECTION FEE DEPOSIT

\$ 32,000

The Pines Section 3

**OWNER'S AGREEMENT
PROJECT NUMBER: 9078**

THIS AGREEMENT, executed on this 13th day of January, 2020 between **M/I HOMES OF CENTRAL OHIO**, hereinafter called **'OWNER'** and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **THE PINES SECTION 3**, further identified as Project Number 9078 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 1 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-FOUR THOUSAND DOLLARS (\$34,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$1,718,400
CONSTRUCTION BOND AMOUNT	\$1,718,400
MAINTENANCE BOND AMOUNT	\$ 171,840
INSPECTION FEE DEPOSIT	\$ 34,000

Grand Pointe at North Orange

OWNER'S AGREEMENT
PROJECT NUMBER: 8066

THIS AGREEMENT, executed on this 13th day of January, 2020 between **GRAND COMMUNITIES, LLC**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **GRAND POINTE AT NORTH ORANGE** further identified as Project Number 8066 is governed by the following considerations to wit:

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

OPTIONS:

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

OWNER hereby elects to use Option 2 for this project.

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

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

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

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

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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

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

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

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

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

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

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

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

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$1,621,900
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 162,200
INSPECTION FEE DEPOSIT	\$ 32,500

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

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RESOLUTION NO. 20-56

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND FOR EVANS FARM SECTION 1:

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

WHEREAS, the roadway construction has been completed for the project known as Evans Farm Section 1 (“Project”); and

WHEREAS, as the result of the Engineer’s recent field review of the Project, the Engineer has determined that only minor remedial work remains, which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, the Engineer recommends that, in accordance with the Owner’s Agreement, the maintenance bond be set at \$848,400 (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Kelchner, Inc. (“Principal”) has provided a maintenance bond in the amount of \$848,400 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer also recommends approval to return the construction performance bond to the Principal;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves establishing a maintenance bond for the Project in the amount of \$848,400, and returning the construction bond for the Project to the Principal.

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

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RESOLUTION NO. 20-57

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 19-810 on August 19, 2019, adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the August 19, 2019 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Meeting Room at the Frank B. Willis Building, 2079 U.S. 23 North, Delaware, Ohio 43015 on February 12, 2020 for the Delaware Area Chamber of Commerce at no cost.

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

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RESOLUTION NO. 20-58

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION AND SUPPLEMENTAL APPROPRIATIONS:

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

Transfer of Appropriation

From:	To:	
40111402-5410	40111402-5328	58,950.00
Permanent Improvement/Building & Improve	Permanent Improvement/Maint & Repair Services	

Supplemental Appropriation

28631343-5004	LEAP Forward 2018/Overtime	(2,532.60)
28631343-5315	LEAP Forward 2018/Satellite, Cable, Internet	(373.64)
28631343-5365	LEAP Forward 2018/Grant Related Services	(2,100.00)

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

For Consideration under other business:

RESOLUTION NO. 20-59

RESOLUTION OF NECESSITY FOR THE PURCHASE OF MOTOR VEHICLES FOR THE USE OF THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new vehicle to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Emergency Medical Services Department ("EMS") to expend county monies for the purchase of two new ambulance vehicles; and

WHEREAS, the ambulance vehicles for Delaware County EMS are necessary to ensure that a sufficient number of ambulance vehicles are maintained to provide daily coverage; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"), and the ambulance vehicles are available for purchase through the Program; and

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WHEREAS, the ambulance vehicles will require radio communications equipment, electronics, and cots with loading systems; and

WHEREAS, the cot loading systems are available for purchase through the Program but can be purchased directly from the manufacturer at a price lower than the Program price; and

WHEREAS, the remaining cost of the radio communications equipment, electronics, and cots will be below the competitive bidding threshold; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the county has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, Penn Care, Inc., an authorized dealer under the Program, is currently offering a credit for trading in unneeded, obsolete, or unfit ambulance vehicles; and

WHEREAS, the county has ambulance vehicles that are not needed, obsolete, or unfit for public use and qualify for the trade in credit;

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

Section 1. The Board hereby declares that a necessity exists to purchase two new ambulance vehicles for use by Delaware County Emergency Medical Services.

Section 2. The Board hereby declares that the make and model of the vehicles are two (2) Demers Model MXP170MLE aluminum body conversion, mounted on a 2019 Ford F-Series 4x2 chassis, delivered in accordance with the Ohio STS Pricing Schedule, and attached Selected Features #12055, complete and delivered for the sum of \$203,680.00 per unit.

Section 3. The Board hereby finds that the county has three ambulance vehicles (one C-4500 type I and two Ford E-450 type III) that are not needed, obsolete, or unfit for public use and authorizes sale of the identified ambulance vehicles to Penn Care, Inc., for a total credit to the purchase price of \$7,500.00.

Section 4. The Board hereby declares that the purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index STS233, Contract #800790, which are, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 5. The Board hereby approves a purchase order in the amount of \$399,860.00 to Penn Care, Inc., an authorized dealer under the Program.

Section 6. The Board hereby approves the purchase and accompanying purchase order for the necessary radio communications equipment from Vasu Communications at a cost of \$5,718.08; and the purchase and accompanying purchase order for the installation of electronics from Hall Public Safety at a cost of \$800.00; and the purchase and accompanying purchase order for two (2) Stryker Power Load ambulance cots and loading systems at a total cost of \$91,551.78.

Section 7. This Resolution shall take immediate effect upon passage.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-Thank you to Sandy Mackey (Delaware County EMA) for the updates this past weekend on the wind events in Delaware County.

Commissioner Merrell

-Was asked to serve on the CORSA board this past Friday.

Commissioner Benton

-Attended the Rutherford B. Hayes scholarship program kick off for Paraguay students on Friday.

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RESOLUTION NO. 20-60

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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.

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

RESOLUTION NO. 20-61

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by _____, seconded by _____ to adjourn out of Executive Session.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners