

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 5, 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. 20-210

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 27, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 27, 2020; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

Jim Shaw, Ohio Attorney General's office: 2019 highlights.

3
RESOLUTION NO. 20-211

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0304:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0304 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Altman CO.	CO # 20 Historic Court House	42011438-5410	\$8,525.75
Young Star	JFS Program	22511607-5342	\$38,000.00
Anderson Reporting	Public Defender	10011202-5301	\$30,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2002425	BOARD OF DEVELOPMENTAL DISABILITIES	HELP ME GROW	70161606 - 5348	\$420,215.42
R2002468	MAYS CONSULTING & EVALUATION SVS INC	MAINTENANCE - RSD	66211900 - 5328	\$15,000.00
R2002473	XYLEM WATER SOLUTIONS USA INC	REPLACEMENT PUMPS FOR QUAIL MEADOWS PS	66211900 - 5450	\$15,777.00
R2002483	BUCKEYE POWER SALES CO INC	TOWER SITE GENERATOR CONTRACTS	21411306 - 5328	\$6,292.50
R2002492	MARION TECHNICAL COLLEGE	CCMEP WIOA YOUTH	22311611 - 5348	\$8,657.00
R2002492	MARION TECHNICAL COLLEGE	CCMEP TANF	22411601 - 5348	\$16,485.00
R2002505	DLZ OHIO INC	SERVICES	66211900 - 5301	\$24,900.00
R2002511	PETERSON CONSTRUCTION	UPGRADE PROJECT	66611900 - 5410	\$25,000.00

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

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RESOLUTION NO. 20-212

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DAVIS #240 DRAINAGE IMPROVEMENT PETITION FILED BY BRET DAVIS AND OTHERS:

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

WHEREAS, on February 18, 2020, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Bret Davis and Others to:

1. In Delaware County, Troy Township, within the Davis #240 watershed and generally following, but not limited to the course and termini of the existing improvements.
2. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

WHEREAS, the proper bond has been filed with the clerk, approved, and conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with section 6131.09 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Monday, April 27, 2020, at 1:30 P.M.** at the upper terminus of the improvement in the vicinity of the intersection of 4115 Troy Road, Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that **Thursday June 25, 2020, at 10:00A.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

5

PRESENTATION DELAWARE COUNTY FAIR/ AGRICULTURAL SOCIETY

**TOM WRIGHT
PAT PAYKOFF
CHIP THOMSON**

-Renewal/Continuation Of The Excise Tax On The Lodging Of Transient Guests For The Benefit Of The Delaware County Fairgrounds

-Updated Master Plan

6

RESOLUTION NO. 20-213

IN THE MATTER OF ACCEPTING THE AWARD OF THE 2020 TECHNOLOGY GRANT AND SUPPLEMENTAL APPROPRIATION FOR THE DELAWARE COUNTY COMMON PLEAS COURT GENERAL DIVISION:

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

WHEREAS, the Delaware County Common Pleas Court General Division has been awarded a Technology Grant from the Supreme Court of Ohio (the “Grant”); and

WHEREAS, the Grant is to implement an outbound text-messaging system for criminal cases; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, the Court Administrator is listed as the designated official for Delaware County for the Grant;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

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Grant # (if applicable) Application Number 818
 Source: The Supreme Court of Ohio
 Grant Period: February 6, 2020 through January 31, 2021

Total Grant Amount: \$5,760.00

Section 2. The Board hereby authorizes the Court Administrator, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

Section 4. The Board hereby approves the following supplemental appropriation for the grant funds:

Supplemental Appropriation		Amount:
10025201-5365	Common Pleas General Division/ Grant Related Services	\$5,760.00

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

**7
RESOLUTION NO. 20-214**

IN THE MATTER OF PROCLAIMING THE WEEK OF MARCH 22-28, 2020 AS SEVERE WEATHER AWARENESS AND FLOOD SAFETY AWARENESS WEEK IN DELAWARE COUNTY:

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

WHEREAS, Ohio’s Severe Weather Awareness AND Flood Safety Awareness Week are a statewide coordinated effort to encourage Ohioans to prepare for severe weather in their homes, businesses, and schools; and

WHEREAS, Delaware County will participate in the Statewide Tornado Drill on Wednesday, March 25, 2020 at 9:50 a.m. as this event aims to increase public awareness concerning the importance of preparing for emergencies and to persuade individuals to take action; and

WHEREAS, during the Week of March 22-28, the Delaware County Office of Homeland Security and Emergency Management (EMA) will urge residents to plan for, and take appropriate measures to make themselves and their families better prepared for severe weather and flooding; and

WHEREAS, being prepared includes understanding the difference between a watch and a warning; knowing where to shelter during a storm; exercising caution and not driving through flooded roadways; and

WHEREAS, familiarizing themselves and their families with the best way to receive communications in an emergency, mitigate situations around their homes, and general preparedness; and

WHEREAS, the Delaware County EMA promotes severe weather awareness, flood safety and emergency preparedness year round by working closely with partner agencies, maintaining “StormReady” certification from the National Weather Service; using traditional and social media to reach out to the community; and

WHEREAS, the Board of County Commissioners would like to officially recognize the Delaware County Office of Homeland Security and Emergency Management (EMA) and its community partners including law, fire, EMS and the many other volunteer and civic organizations that routinely offer their services to our community;

NOW THEREFORE, be it proclaimed by the Board of County Commissioners of Delaware County, Ohio, that the week of March 22-28 be designated as SEVERE WEATHER AWARENESS and FLOOD SAFETY AWARENESS WEEK.

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

**8
RESOLUTION NO. 20-215**

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY (EMA):

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

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WHEREAS, the Director of Delaware County EMA recommends approval of Supplemental Appropriations; and

WHEREAS, Delaware County EMA has received additional Hazardous Materials Emergency Preparedness (HMEP) Grant funding from the Ohio Emergency Management Agency for Hazardous Materials training for area fire departments; and

WHEREAS, the local match will be provided by the Delaware Area Response Team;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves Supplemental Appropriations for Delaware County EMA:

Supplemental Appropriations	Amount
21581307-5365	\$12,000.00
2016-2018 HMEP TRAINING GRANT/GRANT RELATED SERVICES	

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

**9
RESOLUTION NO. 20-216**

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE RECORDS CENTER:

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the "Board") adopted Resolution No. 04-1193, adopting a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the county procurement card program; and

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

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

Appointing Authority:	Board of Commissioners
Office/Department:	Records Center
Daily spending per card:	\$5,000.00
Monthly spending per card:	\$5,000.00
Single transaction limit:	\$5,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card:	Chris Shaw
Department Coordinator:	Sharrie Doubikin

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

**10
RESOLUTION NO. 20-217**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH KENDRICK EXCAVATING, INC. FOR SANITARY SEWER MAIN REPAIRS AT POINT OF SANITARY SERVICE CONNECTION LOCATED AT 24 HIDDEN RAVINES DRIVE:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Kendrick Excavating, Inc. for Sanitary Sewer main repairs at point of sanitary service connection located at 24 Hidden Ravines Drive;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Kendrick Excavating, Inc.:

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SERVICES AGREEMENT

This Agreement is made and entered into this 5th day of March, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Kendrick Excavating, Inc. (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
Repair sanitary sewer main at point of sanitary service connection for 24 Hidden Ravines Drive, Powell, Ohio 43065.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be as defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A: Hidden Ravines Drive Sanitary Point Repair Proposal

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Exhibit A.
- 4.2 For all Services, the lump sum fee shall be Thirty-three Thousand, Three Hundred and Thirty-two Dollars and Zero Cents (\$33,332.00), the total amount of which shall not be exceeded without subsequent modification of this Agreement.
- 4.3 The fees specified above 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 the Scope of Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Nathan Givens
Address: 50 Channing Street, Delaware, Ohio 43015
Telephone: (740) 833-2248
Email: ngivens@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Stephen Moore
Address of Firm: 5797 Raiders Road

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City, State, Zip: Frazeysburg, Ohio 43822

Telephone: (740) 828-2505

Email: stevem@kexinc.com

6 PAYMENT

6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with Exhibit A.

6.2 Invoices shall be submitted to the Project Manager by the Contractor 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 Contractor shall promptly submit documentation as needed to substantiate said invoices.

6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") by the Sanitary Engineer and shall complete the Services in accordance with Exhibit A.

7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of termination, the Contractor 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 Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

9.1 In the event that significant changes to the scope of 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 be approved by both parties.

10 INDEMNIFICATION

10.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and 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 Contractor, 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.

11 INSURANCE

11.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

11.2 Automobile Liability Coverage: Contractor 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 subcontractors, if any.

11.3 Workers' Compensation Coverage: Contractor 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 subcontractors, if any.

11.4 Additional Insureds: Delaware 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

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Subsections 11.1 and 11.2. Contractor shall require all of its subcontractors to provide like endorsements.

- 11.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Prohibited Interests: Contractor 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. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 12.2 Independent Contractor: The Parties acknowledge and agree that Contractor 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. **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.**
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 12.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and

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have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

12.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of Services 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 Services to which the Agreement relates.

Contractor 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 Services 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.

Contractor 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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

11

RESOLUTION NO. 20-218

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR LIBERTY TRACE SECTION 2 PHASE 1, SMITH FARM AT CARPENTER’S MILL SECTION 2 PHASE A, HEATHERS AT GOLF VILLAGE SECTION 4, AND HOWARD FARMS SECTION 1 PHASES A & B:

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

WHEREAS, the construction of new sanitary sewers at the Liberty Trace Section 2 Phase 1, Smith Farm at Carpenter’s Mill Section 2 Phase A, Heathers at Golf Village Section 4, and Howard Farms Section 1 Phases A & B have been completed to meet Delaware County Sewer District requirements; and

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

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

Liberty Trace Section 1 Phase 1:

305 linear feet of 8-inch dia. PVC sanitary sewer	\$23,180.00
690 linear feet of 12-inch dia. PVC sanitary sewer	\$67,620.00
695 linear feet of 15-inch dia. PVC sanitary sewer	\$102,860.00
5 ea. 8x6 PVC wye fittings	\$1,250.00
7 ea. 12x6 PVC wye fittings	\$3,430 .00
14 ea. 15x6 PVC wye fittings	\$9,660 .00
340 linear feet of 6-inch dia. PVC laterals, risers, and fittings	\$67,310.00
7 sanitary manholes	<u>\$45,250 .00</u>
Total	\$320,460.00

Smith Farm at Carpenter’s Mill Section 2 Phase A:

2,505 linear feet of 8-inch dia. PVC sanitary sewer	\$165,107.20
25 ea. 8x6 PVC wye fittings	\$ 4,919.75
1,065 linear feet of 6-inch dia. PVC laterals, risers, and fittings	\$ 45,628.50
11 sanitary manholes	<u>\$ 48,313.10</u>
Total:	\$263,968.55

Heathers At Golf Village Section 4:

1,238 linear feet of 8-inch dia. PVC sanitary sewer	\$80,148.12
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20 ea. 8x6 PVC wye fittings	\$1,981 .80
609 linear feet of 6-inch dia. PVC laterals, risers, and fittings	\$47,774.84
10 sanitary manholes	<u>\$28,910.00</u>
Total	\$158,814.76

Howard Farms Section 1 Phases A & B

3,585 linear feet of 15-inch PVC sanitary sewer mainline	\$522,908.10
2,220 linear feet of 8-inch PVC sanitary sewer mainline	\$153,601.80
26 ct. 15x6 PVC wye fittings	\$8,506.68
25 ct. 8x6 PVC wye fitting	\$2,496.50
545 linear feet of 6-inch diameter PVC risers	\$17,974 .10
900 linear feet of 6-inch diameter PVC laterals	\$74,316.15
24 sanitary manholes	\$86,429.80
Ancillary Items	<u>\$42,442.79</u>
Total	\$908,675.92

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

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

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

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

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

**12
RESOLUTION NO 20-219**

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on March 22, 2007, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 07-331, establishing the Concord/Scioto Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-331 and section 349.04 of the Revised Code; and

WHEREAS, the terms for a two citizen members shall expire on March 21, 2020;

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

Section 1. The Board of Commissioners hereby approves the re-appointments of the following members to the Concord/Scioto Community Authority Board of Trustees:

Position	Appointee	Term Ends
Citizen Member	Graciela Chanfrau	March 21, 2022
Citizen Member	David Fahrenholz	March 21, 2022

Section 2. The re-appointments shall be effective March 22, 2020.

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

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13

RESOLUTION NO. 20-220

IN THE MATTER OF APPROVING A LETTER OF SUPPORT FOR PRESERVATION PARKS DELAWARE COUNTY’S PROPOSAL TO THE U.S. BOARD ON GEOGRAPHIC NAMES TO DESIGNATE A CURRENTLY UNNAMED STREAM IN DELAWARE COUNTY AS MCCAMMON CREEK:

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

March 5, 2020

Tom Curtin
Executive Director
Preservation Parks of Delaware County
2656 Hogback Road
Sunbury, OH 43074

Dear Mr. Curtin:

As members of the Delaware County Board of Commissioners, we are pleased to express our support for Preservation Parks Delaware County’s proposal to the U.S. Board on Geographic Names to designate a currently unnamed stream in Delaware County as McCammon Creek.

Local history will be preserved in the naming of this creek. The McCammon family are among Delaware County’s earliest settlers and their property, which the Preservation Parks organization is developing as a future park, is an iconic one. The land is visible from U.S. Interstate-71 and its Ohio Bicentennial barn is a landmark. To be able to preserve so much land in such a prominent location is a testament to the thoughtfully strategic work done by our Preservation Parks staff.

Naming the creek will help identify and anchor this project. We wholeheartedly endorse the McCammon Creek proposal and urge the U.S. Board on Geographic Names to approve this request.

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

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RESOLUTION NO. 20-221

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY AND APPROVING A SUPPLEMENTAL APPROPRIATION FOR ECONOMIC DEVELOPMENT:

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

New Organization Key
23011704 CDBG PY2020

Supplemental Appropriation
23011704-5365 CDBG PY2020/Grant Related Services 30,000.00

Vote on Motion Mrs. Lewis Aye Mr. Merrell 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
-Attended the 2020 NACo Legislative Conference in Washington, D.C.

Commissioner Merrell
-Attending the CORSA convention in Orlando, Florida.

Commissioner Benton
-Attended the Legislative update last week with Senator Brenner and Representative Carfagna. The main topic was the Coronavirus. The best way to keep up to date is the County’s Health Department website. The other topic was the Capital Budget. The budget should be finalized by the end of March.
-Scott Sanders announced the online census reporting tool will go live on March 12, 2020.
-MORPC executive committee meets this afternoon.
-The CEBCO board met last Friday.

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MINUTES FROM REGULAR MEETING HELD MARCH 5, 2020

- The Land Bank met last week.
- OneColumbus will provide an update tomorrow morning.
- The Ohio Township Association meeting will be held tonight.
- The ten year Treasurer Bonds are now under 1% for the first time ever.

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RESOLUTION NO. 20-222

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:

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 appointment of a public employee or public official; to consider the sale of property at competitive bidding; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 20-223

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

Vote on Motion Mr. Merrell Aye 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