

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018**

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

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

1
RESOLUTION NO. 18-753

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 2, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 2, 2018; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-754

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0706:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0706 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1803034 Liberty Twp	EMS Runs	10011303-5345	\$165,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1803947	MARION TECHNICAL COLLEGE	WIOA CCMEP YOUTH PROGRAM CONTRACT 1 2 YEAR	22311611 - 5348	\$58,000.00
R1803947	MARION TECHNICAL COLLEGE	WIOA CCEMP YOUTH PROGRAM CONTRACT 1 2 YEAR	22411601 - 5348	\$22,000.00
R1804172	ORANGEPOINTE LLC	RETURN OF UNUSED INSPECTION FEES: ORANGEPOINT	66211902 - 5319	\$ 8,450.25
R1804184	NELSON FARMS ASSOC LLC	SECTION 2 PHASE C PART 1	66211902 - 5319	\$ 5,584.50
R1804199	CTL ENGINEERING INC	HAZMAT SURVEY HISTORIC COURTHOUSE	42011438 - 5410	\$5,385.00

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

5
RESOLUTION NO. 18-755

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018**

The Emergency Medical Services Department is requesting that Captain Sam Moore attend the EMS World Conference in Nashville, TN from October 30, 2018-November 3, 2018 at no cost.

The Emergency Medical Services Department is requesting that Frank Meredith and Lt. Jen Ransom attend a Controversies at the Shoe (EMS Conference) in Columbus, OH on September 12, 2018 at the cost of \$40.00 (fund number 100111303).

The Regional Sewer District is requesting that Jeff Hall, Tim Bennett, Kelly Thiel, and Emily Weidman attend a SEOWEA LAC Meeting in Yellow Springs, Ohio on July 17, 2018 at no cost.

The Regional Sewer District is requesting that Kelly Thiel attend a Wetlands, River, and Restoration Walking Tour of the Lower Olentangy River in Columbus, Ohio on July 10, 2018 at a cost of \$12.00 from fund 66211902.

The Child Support Enforcement Agency is requesting that Jason Porter, Margaret Long, Lisa Cain and Mindy Kunce attend a “Managing Multiple Priorities and Projects” workshop in Columbus, Ohio on August 22, 2018 at the cost of \$447.00 (fund number 23711630).

The Child Support Enforcement Agency is requesting that Andrea DelCol and Darci Sholler attend an Interstate 3 Part Training- Introduction, Initiating and Responding class in Columbus, Ohio from September 25-27, 2018 at no cost.

The Child Support Enforcement Agency is requesting that Lisa Cain attend a Paternity & Support Training in Columbus, Ohio from August 21-22, 2018 at no cost.

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

**6
RESOLUTION NO. 18-756**

IN THE MATTER OF PROCLAIMING THE WEEK OF JULY 16-20, 2018 AS NATIONAL DISABILITY VOTER REGISTRATION WEEK:

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

WHEREAS in July people with disabilities and our supporters celebrate the anniversary of the Americans with Disabilities Act (ADA); AND

WHEREAS there are over 50 million people with disabilities of all ages living in communities throughout the United States; AND

WHEREAS the disability community has a critical interest in policies enacted at local, state, and national levels that effect the integration of people with disabilities, young and old, into our communities; AND

WHEREAS getting the disability community involved in influencing public policies is essential if these policies are to meet the real needs of people with disabilities to live in the community; AND

WHEREAS voting is one way for the disability community to exert their influence at local, state and national elections; AND

WHEREAS there are multiple efforts to develop state disability coalitions around the issue of voting; AND

WHEREAS REV UP America * Register – Educate – Vote Use your Power is a national effort to encourage state and local disability community voting coalitions; AND

WHEREAS members of national disability rights community are organizing a National Disability Voter Registration Week (NDVRW) July 16-20, 2018;

THEREFORE BE IT RESOLVED that the Delaware County Commissioners support the growing involvement of the disability community in the political process; AND

BE IT FURTHER RESOLVED that the Delaware County Commissioners designate the week of July 16-20, 2018 as National Disability Voter Registration Week.

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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018**

7**RESOLUTION NO. 18-757**

**IN THE MATTER OF APPROVING A DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE OHIO ATTORNEY GENERAL, THE BOARD OF COMMISSIONERS,
DELAWARE COUNTY, OHIO, AND THE CLERK OF COURTS DELAWARE COUNTY, OHIO:**

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

WHEREAS, the Clerk Of Courts recommends approval of a Delinquent Debt Collection Agreement between the Ohio Attorney General, the Board of Commissioners, Delaware County, Ohio, and the Clerk of Courts Delaware County, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves a Delinquent Debt Collection Agreement between the Ohio Attorney General, the Board of Commissioners, Delaware County, Ohio, and the Clerk of Courts Delaware County, Ohio:

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND
BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND
CLERK OF COURTS. DELAWARE COUNTY. OHIO**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND CLERK OF COURTS. DELAWARE COUNTY. OHIO ("Political Subdivision"), collectively referenced herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND CLERK OF COURTS. DELAWARE COUNTY. OHIO of the Political Subdivision. Such changes to the categories of debt identified on Exhibit A shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018**

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General shall cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General shall close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. §5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors' obligation. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 Upon agreement, the Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to TPVs. If no preference is indicated the Attorney General will assign Debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 Upon agreement the Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to Special Counsel. If no preference is indicated the Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018**

the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1. Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2. The Parties acknowledge and agree that O.R.C. § 131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be fifteen (15) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1. Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1. Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018**

DELINQUENT DEBT COLLECTION AGREEMENT BETWEEN THE OHIO ATTORNEY GENERAL
AND
BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO AND CLERK OF COURTS.
DELAWARE COUNTY, OHIO
EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final with a minimum principal amount of \$100.00.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.
- (f) Debt that results from a red light camera violation/ citation.

(Copies of Exhibits available on the Delaware County Commissioners' office until no longer of administrative value)

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

**8
RESOLUTION NO. 18-758**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE JOB AND FAMILY SERVICES DEPARTMENT:

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

Supplemental Appropriations	Description	Amount
22511607/5342	Children Services- Medical & Health Related Services	\$ 330,000.00

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

**9
RESOLUTION NO. 18-759**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR PERMANENT IMPROVEMENT PROJECTS:

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

Transfer of Appropriation		
From:	To:	
40111402-5410 Permanent Improvement/Building and Improvements	40111402-5201 Permanent Improvement/General Supplies	\$12,000.00
40111402-5410 Permanent Improvement/Building and Improvements	40111402-5260 Permanent Improvement/Inventoried Tools/Equipment	\$18,500.00
40111402-5410 Permanent Improvement/Building and Improvements	40111402-5328 Permanent Improvement/Maintenance and Repair Services	\$125,500.00

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

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 9, 2018

10

RESOLUTION NO. 18-760

IN THE MATTER OF AUTHORIZING THE ECONOMIC DEVELOPMENT DIRECTOR TO ENTER INTO NON-DISCLOSURE AGREEMENTS ON BEHALF OF DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to section 307.07 of the Revised Code, created a county Office of Economic Development and appointed the Economic Development Director; and

WHEREAS, the Economic Development Director’s duties include engaging governmental entities, and agencies thereof, and public, private, or nonprofit organizations for the purposes of economic development, business attraction and retention, and project development; and

WHEREAS, in carrying out these duties, the Economic Development Director frequently receives or is asked to review sensitive, confidential, or proprietary information, requiring the execution of a non-disclosure agreement; and

WHEREAS, pursuant to section 307.07, the Economic Development Director may, with the Board’s approval, enter into agreements to carry out the functions and duties of the office;

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

Section 1. The Board hereby authorizes the Economic Development Director to enter into non-disclosure agreements on behalf of Delaware County, provided such agreements do not involve the expenditure of public funds and a copy of each agreement is submitted to the Board and the County Administrator immediately upon execution.

Section 2. This Resolution shall take effect immediately upon adoption.

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

11

RESOLUTION NO. 18-761

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENT FOR SCIOTO RIDGE CROSSING SECTION 3:

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

Whereas, the Engineer recommends approving the Owner’s Agreement for Scioto Ridge Crossing Section 3;

Now, Therefore, Be It Resolved, that the Delaware County Board of Commissioners approves the Owner’s Agreement for Scioto Ridge Crossing Section 3 as follows:

OWNER’S AGREEMENT
PROJECT NUMBER: 8012

THIS AGREEMENT, executed on this 9th day of July, 2018 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **SCIOTO RIDGE CROSSING SECTION 3**, further identified as Project Number 8012, 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

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018

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 **FIFTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$58,400)** 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 herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$729,200.00
CONSTRUCTION BOND AMOUNT	\$729,200.00
MAINTENANCE BOND AMOUNT	\$ 72,900.00
INSPECTION FEE DEPOSIT	\$ 58,400.00

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

12
RESOLUTION NO. 18-762

IN THE MATTER OF AWARDED THE BID FOR 2018 DRAINAGE MAINTENANCE ANNUAL CONTRACT – DELAWARE COUNTY:

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018**

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

**2018 Drainage Maintenance Annual Contract – Delaware County
Bids Opened June 26, 2018**

WHEREAS, as a result of the bids opened June 26, 2018 for 2018 Drainage Maintenance Annual Contract – Delaware County, the Engineer recommends that a non-exclusive bid award be made to B&K Lehner Excavating, Inc. and G&G Enterprises Complete;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves non-exclusive bid awards to B&K Lehner Excavating, Inc. and G&G Enterprises Complete for 2018 Drainage Maintenance Annual Contract – Delaware County.

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

13

RESOLUTION NO. 18-763

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR NORTH FARMS SECTION 5 AND NORTH FARMS SECTION 7, PHASE B:

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

North Farms Section 5

Whereas, Rockford Homes, Inc. has submitted the Plat of Subdivision (“Plat”) for North Farms Section 5, 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 May 29, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on May 30, 2018; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on May 30, 2018, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 18, 2018; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for North Farms Section 5.

North Farms Section 5

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lots 9 (2.612 acres) and 10 (4.485 acres), Quarter Township 2, Township 3, Range 18, United States Military Lands, containing 7.097 acres of land, more or less, said 7.097 acres being part of those tracts of land conveyed to Rockford Homes, Inc. by deed of record in Official Record 1264, Page 1316, Recorder’s Office, Delaware County, Ohio. Cost \$72

North Farms Section 7, Phase B

Whereas, Rockford Homes, Inc. has submitted the Plat of Subdivision (“Plat”) for North Farms Section 7, Phase B, 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 May 29, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on May 30, 2018; and

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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018**

said Plat on May 30, 2018, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on June 18, 2018; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for North Farms Section 7, Phase B.

North Farms Section 7, Phase B

Situated in the State of Ohio, County of Delaware, Township of Orange, in Farm Lot 10, Quarter Township 2, Township 3, Range 18, United States Military Lands, containing 2.497 acres of land, more or less, said 2.497 acres being part of those tracts of land conveyed to Rockford Homes, Inc. by deed of record in Official Record 1264, Page 1316, Recorder’s Office, Delaware County, Ohio. Cost \$24

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

14

RESOLUTION NO. 18-764

IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS FOR BROOKVIEW MANOR SECTION 2; FOURWINDS DRIVE & SUMMIT DRIVE SECTIONS 1 & 2; THE GLADE AT HIGHLAND LAKES SECTION 2; NELSON FARMS SECTION 2, PHASE C, PART 1A; AND LIBERTY TRACE SECTION 2, PHASE B, AND APPROVING RETURNING/AMENDING CONSTRUCTION SURETIES:

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

Brookview Manor Section 2

WHEREAS, the roadway construction has been completed for the project known as Brookview Manor Section 2 (“Project”); and

WHEREAS, as a 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 **\$99,300** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Pulte Homes, Inc. (“Owner”) has provided a Maintenance Bond in the amount of \$99,300 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the Construction Bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the Maintenance Bond in the amount of \$99,300 for the Project, places the Project on the required one year maintenance period, and approves return of the construction bond being held for the Project to the Owner.

Fourwinds Drive & Summit Drive Sections 1&2

WHEREAS, the roadway construction has been completed for the project known as Fourwinds Drive & Summit Drive Sections 1&2 (“Project”); and

WHEREAS, as a 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 **\$206,600** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Brookdoc Investments, LLC. (“Owner”) has provided an amendment to their original Letter of Credit, reducing said Letter of Credit to \$206,600 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the amendment to the

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018**

Letter of Credit in the amount of \$206,600 be accepted and approved by the Delaware County Board of Commissioners (“Board”);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the amendment to the original Letter of Credit in the amount of \$206,600 for the Project as maintenance surety and places the Project on the required one year maintenance period.

The Glade at Highland Lakes Section 2

WHEREAS, the roadway construction has been completed for the project known as The Glade at Highland Lakes Section 2 (“Project”); and

WHEREAS, as a 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 **\$69,800** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, The Glade at Highland Lakes, LLC. (“Owner”) has provided a Maintenance Bond in the amount of \$69,800 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the Construction Bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the Maintenance Bond in the amount of \$69,800 for the Project, places the Project on the required one year maintenance period, and approves return of the construction bond being held for the Project to the Owner.

Nelson Farms Section 2, Phase C, Part 1A

WHEREAS, the roadway construction has been completed for the project known as Nelson Farms Section 2, Phase C, Part 1A (“Project”); and

WHEREAS, as a 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 **\$32,500** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Nelson Farms Associates, LLC (“Owner”) has provided a Maintenance Bond in the amount of \$32,500 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the Construction Bond being held as surety for the Project be returned to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the Maintenance Bond in the amount of \$32,500 for the Project, places the Project on the required one year maintenance period, and approves return of the construction bond being held for the Project to the Owner.

Liberty Trace Section 2, Phase B

WHEREAS, the roadway construction has been completed for the project known as Liberty Trace Section 2, Phase B (“Project”); and

WHEREAS, as a 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 **\$67,800** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Pulte Homes, Inc. (“Owner”) has provided a Maintenance Bond in the amount of \$67,800 as surety to cover the one year maintenance period; and

WHEREAS, the Engineer recommends that in accordance with the Owner’s Agreement, the Construction Bond being held as surety for the Project be returned to the Owner;

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018**

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners accepts the Maintenance Bond in the amount of \$67,800 for the Project, places the Project on the required one year maintenance period, and approves return of the construction being held for the Project to the Owner

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

15

RESOLUTION NO. 18-765

IN THE MATTER OF APPROVING AN AGREEMENT TO APPLY MASTER UTILITY AGREEMENT WITH DEL-CO WATER COMPANY TO LIBERTY ROAD IMPROVEMENTS, AND ACCEPTING EASEMENTS FROM DEL-CO WATER COMPANY FOR LIBERTY ROAD:

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

WHEREAS, the County Engineer recommends approval of an Agreement to Apply Master utility Agreement to Liberty Road Improvements and to accept easements from Del-Co Water Company for Liberty Road;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Agreement:

Agreement to Apply Master Utility Agreement to Liberty Road Improvements

This agreement (“Agreement”) is made by and between the Board of Commissioners of Delaware County (“County”) and Del-Co Water Company, Inc. (“Del-Co”) effective as July 2, 2018.

Background Recitals

- A. Since May 13, 2013, the parties have followed a Master Utility Construction and Maintenance Agreement (“Master Utility Agreement”) with regard to the County widening and extending county roads that impact Del-Co’s property rights, as documented in recorded easements/rights-of-way to Del-Co.
- B. As of the date of this Agreement, Rockford Homes, Inc. (“Rockford Homes”) would like to develop land into a subdivision of single family homes (“Nelson Farms Section 3”).
- C. As a condition of agreeing to Nelson Farms Section 3, the County is requiring Rockford Homes to pay for widening Liberty Road and making certain drainage improvements (“Liberty Road Improvements”).
- D. The easement areas that Rockford Homes will improve, and the County will acquire, will not impact Del-Co’s property rights as documented in recorded easements/rights-of-way that fall expressly under the Master Utility Agreement.
- E. However, those easement areas for the Liberty Road Improvements will encumber real property that Del-Co owns in fee simple by way of a general warranty deed recorded in Vol. 57, Page 1810 in the Delaware Co. Recorder’s Office on Nov. 8, 2000 (“Del-Co Property”).
- F. At one time a 182.08+/- acre parcel, the Del-Co Property is now the western edge of a 391+/- acre facility that contains, among other things, Del-Co’s main offices, its largest upground reservoirs that are solely owned and controlled by Del-Co, major transmission lines for both raw and treated water, water pumping and water treatment facilities, all serving a substantial portion of the population of Delaware County.
- G. Rockford Homes is willing to reimburse Del-Co for certain costs involved with the Liberty Road Improvements by way of a separate agreement (“Rockford Reimbursement Agreement”).

NOW THEREFORE, in consideration of the covenants and conditions herein contained, including the Background Recitals stated above, the parties mutually agree as follows:

1. In return for receipt of payment under the Rockford Reimbursement Agreement, as well the County’s promises and future performance contained within this Agreement, Del-Co will grant the County an easement (including exhibits) in substantially the same form described in the specimen document attached hereto as **Exhibit A** (“Del-Co Liberty Road Easement”).
2. By this Agreement, the County and Del-Co agree that the terms of the Master Utility Agreement are incorporated by reference as if fully reprinted herein so that the terms and conditions of the Master Utility Agreement shall apply to the easement areas for the Liberty Road Improvements.
3. By way of example, rather than limitation, if in the future, in the easement areas impacted by the Liberty Road Improvements:
 - a. the County desires or needs to do any work that impacts any of Del-Co’s waterlines or other property, the cost to repair, replace or relocate any waterlines or other property belonging to Del-Co

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018

- will be the County’s responsibility, as well as any consequential damages Del-Co incurs for an interruption of service caused by the County; and
 - b. if Del-Co ever has to disturb any drainage features or pavement to access any of its waterlines or other property, the costs of restoration will be the County’s responsibility.
4. In the event of any conflict between this Agreement and the Master Utility Agreement, the terms of this Agreement shall control.
5. Miscellaneous:
- a. This Agreement shall remain in effect until the County: (1) conveys back to Del-Co the County’s real property interest under the Del-Co Liberty Road Easement; and (2) removes the Liberty Road Improvements and restores the easement areas to the reasonable satisfaction of Del-Co. so far as removing asphalt and gravel and reseeding/re-sodding (but not the planting of trees).
 - b. This Agreement constitutes the full agreement and understanding between the parties as to the Liberty Road Improvements. This Agreement may not be modified or amended except in writing.
 - c. Except as expressly provided herein, neither the County nor Del-Co waive or relinquish any right that they may have under the law.
 - d. The parties to this Agreement represent and warrant to each other that each of them, along with the signatories signing on behalf of the party represented, have the authority to enter into this Agreement.

BE IT FURTHER RESOLVED that the following easements are hereby accepted:

EASEMENTS FOR HIGHWAY & DRAINAGE PURPOSES

KNOW ALL MEN BY THESE PRESENTS, **Del-Co Water Company, an Ohio corporation**, the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations remitted by the **Board of County Commissioners of Delaware County, Ohio**, Grantee, whose address is **101 North Sandusky Street, Delaware, Ohio**, the receipt of whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to said Grantee, and its successors and assigns, forever, in, upon and over the lands described in **Exhibit A** and depicted in **Exhibit B** (both available for review at the Commissioners’ Office until no longer of administrative value):

- (1) An 0.122-acre area 10.0’ wide for a perpetual easement and right-of-way for public highway and road purposes (identified as EASEMENT FOR HIGHWAY PURPOSES on attached Exhibit B).
- (2) An 0.041-acre area 5.0’ wide for a temporary exclusive easement, for the sole purpose of construction and installation of right-of-way for public highway and road purposes (identified as TEMPORARY EASEMENT on attached Exhibit B). The rights granted herein shall commence upon the entry by Grantee or its successors or assigns upon the real property described herein for construction purposes and shall terminate one (1) year from the date this document is recorded.
- (3) An 0.122-acre area 10.0’ wide for a perpetual drainage easement for the constructing, operating and/or maintaining of storm water drainage swales and/or other storm water drainage facilities (identified as DRAINAGE EASEMENT on attached Exhibit B). With regard to this perpetual drainage easement:
 - a. the drainage / storm sewer rights are subservient to the rights of the existing Del-Co Water water facilities located within the easement;
 - b. any landscape features, such as trees, fences, berms, mounding, retaining walls, etc. in drainage easements shall be reviewed by the Delaware Soil and Water Conservation District (DSWCD) and the Delaware County Engineer’s Office (DCEO) prior to installation. The DSWCD and DCEO will review the proposed improvements to assure that the improvements will not interfere with the storm water control facilities.
 - c. No structures, or the footers or foundations of any structures or features, shall be constructed above or below ground within the limits of any drainage easement area unless said structure is approved in writing by the Delaware County Engineer’s Office.

TO HAVE AND TO HOLD said easements and right-of-way unto the Grantee, its successors and assigns forever.

Said Grantor, for itself and its successors and assigns, hereby covenants with said Grantee, and its successors and assigns, that it is true and lawful owner of said premises by virtue of that deed as recorded in **Deed Book 57, Page 1810**, Recorder’s Office, Delaware County, Ohio, is lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid. Such easements are granted in perpetuity.

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

16

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Have a few announcements from staff: Bob Lamb was asked to introduce the new Economic Development Administrator, Rob Platte. Jane Hawes was asked to talk about her news, the unveiling of the new web site.

17

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 9, 2018

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-There were many Fourth of July parades in the area. Was able to walk in the Orange Township parade.

Commissioner Benton

-No reports

Commissioner Merrell

-No reports

18

RESOLUTION NO. 18-766

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

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of consideration of employment; compensation of a public employee or public official; for collective bargaining.

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

RESOLUTION NO. 18-767

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton