

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2019**

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

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

9:45 A.M. Public Hearing #2 For Consideration Of Levying The Tax Upon Motor Vehicle Registrations Authorized Under Ohio Revised Code Section 4504.24

**1
RESOLUTION NO. 19-67**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 24, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 24, 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. 19-68**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0125 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0125:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0125, memo transfers in batch numbers MTAPR0125 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
P1901162 M Tech Co	Wireless Headsets for DCRSD	66211900-5260	\$7,700.00
PR Number	Vendor Name	Line Description	Line Account
R1901746	RF VALVES INC	VENT O MAT VALVES	66211900 - 5260
R1901766	B L ANDERSON COMPANY INC	REPLACEMENT DRIVE AND FILTERING SYSTEM FOR ALUM	66211900 - 5450

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

**4
RESOLUTION NO. 19-69**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Regional Sewer District is requesting that Cory Smith, Jason Watts, Marshall Yarnell, Chad Kidd and Jeff Hall attend an SEOWEA Section Meeting in Circleville, OH on February 28, 2019 at a total cost of \$150.00 from fund 66211900.

The Code Compliance Department is requesting Dave Diehl, Ed Spiers, Andrew Shorter and Fred Fowler attend a COCOA Continuing Education Firestop Seminar January 30, 2019 in Grove City, Ohio; at no cost.

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2019**

5

RESOLUTION NO. 19-70

IN THE MATTER OF CANCELING THE DELAWARE COUNTY COMMISSIONERS' SESSION SCHEDULED FOR THURSDAY FEBRUARY 14, 2019 AT 9:30A.M.:

It was moved by Mr. Merrell, seconded by Mr. Benton to cancel the Delaware County Commissioners' Session scheduled for Thursday February 14, 2019 at 9:30a.m.

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

6

RESOLUTION NO. 19-71

IN THE MATTER OF APPROVING THE DKMM COUNTY RECYCLING AND LITTER PREVENTION OFFICE PROGRAM STATUS REPORT FOR SECOND HALF OF 2018:

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

**Program Status Report Second Half 2018
Report of DKMM District Funds Spent**

Reports due: January 30, 2019
Date of Report: January 11, 2019

Unexpended balance on 12/31/2017	\$10,211.56
Amount Of Funds Received as of 6/30/2018:	<u>\$72,202.00</u>
Total Funds Available	\$82,413.56

EXPENDITURES:

Salaries	\$21,116.82
Fringe Benefits	\$13,541.75

Advertising (general)	\$214.27
Event Advertising	\$996.62
Equipment	\$0.00
Travel	\$29.22
Other	\$0.00
Supplies	\$0.00

Total Expenditures First Reporting Period	\$37,316.52
Total Expenditures Second Reporting Period	<u>\$35,898.68</u>
Total All Expenditures 2018	\$73,215.20

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

7

RESOLUTION NO. 19-72

IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND AIR FORCE ONE FOR FULL SERVICE HVAC:

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

WHEREAS, the Director of Facilities recommends approval of the Services Agreement by and between the Delaware County Board of Commissioners and Air Force One for Full Service HVAC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Services Agreement with Air Force One for Full Service HVAC:

SERVICES AGREEMENT

This Agreement is made and entered into this 28th day of January 2019, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Air Force One, 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":
Air Force One will be providing a Full-Service HVAC agreement on Liebert systems at

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2019**

Delaware County Records
Delaware County 911
Delaware County Court House
Delaware County Data

1.2 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Air Force One will provide test and inspect, preventive maintenance, filter changes, belt changes, condenser coil cleaning, emergency travel, emergency labor and moveable maintainable parts and components.

2 SUPERVISION OF WORK

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator as the Project Manager and agent of the County for this Agreement.

2.2 The Project Manager 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 Section 1.2 and as follows:

4.2 For all services described in the Scope of Services and Fee Proposal, the lump sum fee shall be **\$12,398.00** (Annual) (Total Price for all locations referenced below) Delaware County 911 \$4,477, Delaware County Data \$2,247, Delaware County Records \$1,797 and Delaware County Court House \$3,877. This full-service agreement will be in place for three (3) years ending December 31, 2021.

4.3 Total compensation under this Agreement shall not exceed \$37,194.00 without subsequent modification.

4.4 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: Jon Melvin, Director of Facilities
Address: 1405 US Highway 23 North, Delaware, OH 43015
Telephone: 740 833-2283
Email: jmelvin@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Jamie Johnston
Address of Firm: 5810 Shier Rings Road
City, State, Zip: Dublin, Ohio 43016
Telephone: 614-408-1738
Email: ljohnston@airforceone.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 Project Manager and shall be in accordance with the Contractor's Price Proposal.

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.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2019**

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

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

7.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Project Manager and shall complete the work in accordance with the Proposal.

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 Project Manager 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 Work, 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 Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 INDEMNIFICATION

9.1 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.

10 INSURANCE

10.1 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.

10.2 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.

10.3 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.

10.4 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 Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

10.5 Proof of Insurance: Prior to the commencement of any work 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 work under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

11.1 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.

11.2 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.**

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2019**

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

11.8 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.

11.9 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 work 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.

11.10 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 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 work being performed here under will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

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

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 work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

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.

11.12 Campaign Finance - Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2019**

3517.13(1)(1) and (J)(I) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof

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

8

RESOLUTION NO. 19-73

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES FOR 4078 RUTHERFORD RD, POWELL, OHIO 43065:

It was moved by Mr. Benton, seconded by Mr. Merrell to certify the Sanitary Sewer Capacity Charges as follows:

WHEREAS, 4078 Rutherford Road, Powell, Ohio 43065 has requested to make a tap connection to the Delaware County sewer system; and

WHEREAS, 4078 Rutherford Road, Powell, Ohio 43065 has requested to pro-rate the charges over a five (5) year period by certifying the charges to the tax duplicate; and

WHEREAS, the Sanitary Engineer recommends approval of the connection and the five (5) year pro-rated charge;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware, Ohio approves certifying the capacity charges as follows:

4078 Rutherford Road, Powell, Ohio 43065

In the amount of \$7,500.00 with a \$777.57 finance charge (pro-rated over a 5 year period), making a total of \$8,277.57 for placement on the tax duplicate. Bi-annual payment being \$827.76.

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

12

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports

13

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Attended the Legislative Update at SourcePoint last Friday. Thank you to Representatives Brenner and Carfagna for their participation in those meetings.

Commissioner Benton

-Attended the Ohio Health breakfast. In a couple of days, they will be opening a short stay (12 rooms) area at their facility on Ohio Health Blvd. to help with the gap between the need for a long hospital stay and Emergency Room visits.

-Our OSU Extension office will be hosting their annual appreciation luncheon for the commissioners' office on Wednesday afternoon.

Commissioner Lewis

-The Ohio Cattlemen's Association (OCA) awarded Tom Price of Delaware, Ohio, the Beef Industry Service Award at the OCA awards banquet.

Recess at 9:42 AM/Reconvene at 9:48 AM

10

RESOLUTION NO. 19-74

9:45A.M. PUBLIC HEARING #2 FOR CONSIDERATION OF LEVYING THE TAX UPON MOTOR VEHICLE REGISTRATIONS AUTHORIZED UNDER OHIO REVISED CODE SECTION 4504.24:

It was moved by Mr. Benton, seconded by Mr. Merrell to open the hearing at 9:48 A.M..

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

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2019**

10 continued**RESOLUTION NO. 19-75**

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

It was moved by Mr. Merrell, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

10 continued**RESOLUTION NO. 19-76**

IN THE MATTER OF CLOSING PUBLIC HEARING #2 FOR CONSIDERATION OF LEVYING THE TAX UPON MOTOR VEHICLE REGISTRATIONS AUTHORIZED UNDER OHIO REVISED CODE SECTION 4504.24:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 10:26 A.M..

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

11**RESOLUTION NO. 19-77**

IN THE MATTER OF ADOPTING A RESOLUTION TO LEVY AN ADDITIONAL MOTOR VEHICLE TAX UPON MOTOR VEHICLE REGISTRATIONS AUTHORIZED UNDER OHIO REVISED CODE SECTION 4504.24:

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

WHEREAS, section 4504.24 of the Revised Code, as enacted by House Bill 26 of the 132nd General Assembly, authorizes a board of county commissioners to adopt a resolution levying an additional motor vehicle tax upon the operation of motor vehicles on the public roads and highways in the county, which tax is in addition to the tax levied by section 4503.02, 4503.07 and 4503.18 and any other taxes levied under Chapter 4504 of the Revised Code, at a rate of Five Dollars (\$5.00) per motor vehicle on all motor vehicles registered in the county; and

WHEREAS, the Delaware County Engineer and the Delaware County Board of Commissioners (the "Board"), upon evaluation of costs required to construct and maintain the county highways have determined that additional funds are necessary to pay for planning, constructing, improving, maintaining, and repairing public roads, highways, and maintaining and repairing bridges and viaducts in Delaware County; and

WHEREAS, the Board wishes to levy an annual license tax upon the operation of motor vehicles on the public roads and highways in the county, which tax is in addition to any of the taxes levied under Chapter 4504 of the Revised Code, at the rate of Five Dollars (\$5.00) per motor vehicle on all motor vehicles registered in Delaware County; and

WHEREAS, prior to the adoption of any resolution authorizing the Board to levy an additional motor vehicle license tax under section 4504.24 of the Revised Code, the Board must conduct two public hearings thereon, the second hearing being not less than three (3) but not more than ten (10) days after the first hearing; and

WHEREAS, pursuant to the requirements of section 4504.24 of the Revised Code, the Board is required to provide notice of the date, time, and place of both hearings by publication in a newspaper of general circulation in the county, or as provided in Section 7.16 of the Ohio Revised Code, once a week on the same day of the week for two consecutive weeks, the second publication being not less than ten (10) but not more than thirty (30) days prior to the first hearing; and

WHEREAS, the Board has provided public notices twice in a newspaper of general circulation in Delaware County and has held two public hearings at its office as required by law, the first hearing having been held on January 24, 2019, at 9:45 a.m. and the second hearing having been held on January 28, 2019, at 9:45 a.m.;

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

Section 1. The Board hereby determines, pursuant to section 4504.24 of the Revised Code, that it is necessary to levy an additional county motor vehicle license tax.

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 2019**

Section 2. The Board hereby levies the additional tax, pursuant to section 4504.24 of the Revised Code, which tax is in addition to any tax levied pursuant to sections 4503.02, 4503.07 and 4503.18 of the Revised Code and any other relevant tax levied under Chapter 4504 of the Revised Code. The tax shall be at the rate of Five Dollars (\$5.00) per motor vehicle on all motor vehicles in the district of registration of which is Delaware County, Ohio. The rate shall be in addition to the taxes at rates specified in sections 4503.04 and 4503.16 of the Revised Code.

Section 3. This Resolution shall become effective thirty (30) days following adoption and is subject to referendum as provided in sections 305.31 to 305.41 of the Revised Code.

Section 4. The Clerk to the Board shall provide written notice of the adoption of this Resolution to the legislative authority of each municipal corporation and the board of trustees of each township that is located in the county in accordance with section 4504.24 of the Revised Code.

Section 5. The Clerk to the Board is hereby directed to certify a copy of this Resolution to the County Engineer, the County Auditor, and the County Treasurer.

Section 6. The Clerk to the Board is hereby directed to certify a copy of this Resolution to the Bureau of Motor Vehicles, Attention: Tax Distribution Section.

Section 7. The Board finds and determines that all formal actions of the Board relating to the adoption of this Resolution were taken in, and all deliberations thereon were conducted in, an open meeting of the Board in compliance with all legal requirements of section 121.22 of the Revised Code.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners