

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 11, 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

10:00 A.M. Final Hearing By The Commissioners For The Ribov #620 Watershed Drainage Improvement Petition Project
(Hearing Will Be Opened And Immediately Continued To A Future Date)

1
RESOLUTION NO. 20-494

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 8, 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 June 8, 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
RESOLUTION NO. 20-495

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0610 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0610:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0610, memo transfers in batch numbers MTAPR0610 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2003424	M TECH COMPANY	EQUIPMENT PARTS FOR GAP VAX AND CAMERAS	66211900 - 5228	\$3,000.00
R2003424	M TECH COMPANY	SERVICE FOR REPAIRS ON GAPVAX TRUCK AND CAMERA	66211900 - 5328	\$3,000.00
R2003424	M TECH COMPANY	SHIPPING FOR CAMERA EQUIPMENT	66211900 - 5331	\$1,000.00
R2003430	COLUMBUS 2020	ANNUAL MEMBERSHIP FEE	21011113 - 5308	\$22,162.00
R2003431	HONDROS COLLEGE	TUITION, BOOKS & FEES	22311611 - 5348	\$5,010.00
R2003433	RAFTELIS FINANCIAL CONSULTANTS INC	FINANCIAL PLANNING SERVICES	10011102 - 5301	\$24,500.00
R2003438	WOLFRUM ROOFING &	ROOF REPAIRS AT NORTHSTAR	66211900 - 5328	\$10,000.00
R2003450	TRANE COMPANY INC	RTU-4 REPLACEMENT - JAIL	40111402 - 5450	\$8,803.00

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

3
RESOLUTION NO. 20-496

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSION SCHEDULED FOR THURSDAY JULY 2, 2020:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to cancel the Commissioners' session scheduled for Thursday July 2, 2020.

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

4
RESOLUTION NO. 20-497

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation	Amount
60211924-5301 Employee Wellness Program/Contracted Professional Services	\$9,911.10

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

5
RESOLUTION NO. 20-498

IN THE MATTER OF GRANTING THE PETITION TO VACATE THE DRAINAGE IMPROVEMENTS FOR THE GREEN LAWN SPECIALISTS:

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

WHEREAS, on February 27, 2017, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 17-200, approving, in pertinent part, a ditch maintenance petition and the ditch maintenance assessments for Green Lawn Specialists; and

WHEREAS, on May 29, 2020, a Drainage Vacation Petition was filed with the Board, requesting vacation of the drainage improvements approved for Green Lawn Specialists in Resolution No. 17-200; and

WHEREAS, the petitioners represent 100% of the owners currently assessed for and benefiting from the drainage improvements to be vacated and have waived their rights to a viewing and public hearings; and

WHEREAS, the Delaware County Engineer and the Delaware Soil & Water Conservation District jointly recommend granting the Drainage Vacation Petition;

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

Section 1. The Board hereby grants the Drainage Vacation Petition, having found and determined that the vacation satisfies all statutory criteria, pursuant to Chapter 6131 of the Revised Code.

Section 2. The Board hereby determines that, after payment of the second half assessment payable in 2020, the balance of the maintenance assessment fund for the drainage improvements vacated herein shall be \$0.00, and the assessment shall be terminated.

Section 3. The Board hereby orders that all maintenance for the drainage improvements vacated herein shall cease and that the easements for the purpose of constructing, operating and/or maintaining storm sewers, culverts, storm water drainage swales, retention/detention basins and/or other storm water drainage facilities, including ingress and egress thereto, shall also be vacated.

Section 4. The Clerk of the Board shall cause this Resolution and a copy of the aforesaid Drainage Vacation Petition to be recorded in the Office of the Delaware County Recorder.

Section 5. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings held in compliance with the laws of the State of Ohio.

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

7
RESOLUTION NO. 20-499

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE CLERK OF COURTS OFFICE:

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

Supplemental Appropriation	Amount
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24820102-5366 Northpointe Satellite Office/COVID 19 Services \$10,000.00

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

Other Business

RESOLUTION NO. 20-500

IN THE MATTER OF APPROVING A DEVELOPMENT AGREEMENT BY AND AMONG DELAWARE COUNTY, OHIO; TRIANGLE PROPERTIES, INC.; KENNEY ASSET MANAGEMENT, LLC; AND PEACHBLOW LAND, LLC, FOR THE EXTENSION OF NORTH ROAD FROM SHANAHAN ROAD TO PEACHBLOW ROAD:

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

WHEREAS, the County Administrator recommends approval of a Development Agreement that provides for the design and construction of an extension of North Road from Shanahan Road to Peachblow Road;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the Development Agreement in substantially the following form and authorizes the County Administrator to approve the final form of the Development Agreement and execute the Development Agreement on behalf of the Board:

DEVELOPMENT AGREEMENT

This Development Agreement (“the Agreement”) is made and entered into effective June 11, 2020 (the “Effective Date”) by and between **Delaware County, Ohio**, a county and political subdivision of the State of Ohio acting by and through its Board of County Commissioners (“Delaware County” or “County”); and Triangle Properties Inc., an Ohio corporation; Kenney Asset Management LLC, an Ohio limited liability company; and Peachblow Land LLC, an Ohio limited liability company (collectively “Developer”) (each being individually referred to herein as a “Party” and collectively as the “Parties”), under the circumstances summarized in the following recitals.

RECITALS:

A. Developer owns or otherwise has control of several parcels of real property in Delaware County (collectively, the “Property”), which Property is further described and depicted on Exhibit A which is attached hereto and incorporated herein by reference.

B. Subject to and in accordance with Berlin Township zoning approval, the Developer desires to develop the Property as a mixed-use development known as “Berlin Meadows,” consisting of (i) a 336 lot single-family residential development with recreational amenities, (ii) a seven lot community commercial development, and (iii) a new elementary school for the Olentangy Local School District (collectively, the “Development”).

C. In connection with the construction of the Development, the Parties desire to provide for the construction and/or implementation of certain public infrastructure improvements, consisting of an extension of North Road, which will be an unloaded road for its entire length, from its current terminus at Shanahan Road through the Property, and the property of others, to a future terminus at Peachblow Road, along with appurtenant drainage improvements, structures, and facilities (collectively, the “Public Infrastructure”, which Public Infrastructure is further described in Section 3 and described and depicted on Exhibit B which is attached hereto and incorporated herein by reference). The Parties each agree that the Public Infrastructure is partly necessitated by and, once constructed, will directly benefit the Property and the Development, and will provide a benefit for the residents and businesses of Delaware County.

D. The costs of the Public Infrastructure are to be paid through a combination of cash contributions from the Parties and adjacent developers, with right-of-way dedicated by the Developer and adjacent developers.

E. The Parties desire to execute this Agreement to provide for the construction of the Public Infrastructure and the payment of the related costs and to facilitate the construction of the Development.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, agree and obligate themselves as follows:

Section 1. General Agreement. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, construction, acquisition and installation of the Public Infrastructure.

Section 2. Representations and Covenants of the Parties.

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A. Representations and Covenants of Delaware County. Delaware County represents and covenants that:

(1) It is a county duly organized and validly existing under the Constitution and applicable laws of the State.

(2) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to it that would impair its ability to carry out its obligations contained in this Agreement.

(3) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(4) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(5) There is no litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(6) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(7) Resolution No. 20-500 adopted by the Board of County Commissioners on June 11, 2020, authorizing the execution and delivery of this Agreement, has been duly adopted and is in full force and effect as of the Effective Date.

B. Representations and Covenants of Developer. Developer represents and covenants that:

(1) It is a for profit limited liability company duly organized and validly existing under the applicable laws of the State.

(2) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to it that would impair its ability to carry out its obligations contained in this Agreement.

(3) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(4) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(5) There is no litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(6) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

Section 3. Public Infrastructure. The Parties acknowledge and agree that the Public Infrastructure is necessitated in part by the Development and, once constructed, will directly benefit the Property and the Development. The Parties intend that the Public Infrastructure be designed, constructed and financed in accordance with this Section 3.

A. County Design and Construction. Delaware County agrees to procure and pay for the design and construction of the Public Infrastructure, which shall consist of two or more phases. The first phase (hereinafter referred to as "Phase I") shall, at a minimum, consist of a section of North Road extending from Peachblow Road to the point identified as Intersection #25 and delineated on Exhibits A and B that will serve as access to the Olentangy Local School District site and to Developer's single family and commercial parts of the Development. Subsequent phases shall consist of the remainder of North Road to the boundary of the Property and, ultimately, to the current terminus at Shanahan Road. The County may, in its sole discretion, contract with the Delaware County

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Transportation Improvement District for construction of the Public Infrastructure or permit, by separate agreement, the Developer to construct any portion of the Public Infrastructure. Delaware County agrees, subject to an Unforeseeable Delay (as defined in Section 5) and the timely dedication of the Public Infrastructure Right-of-Way (as defined in this Section 3), to commence and diligently pursue construction of Phase I of the Public Infrastructure in order that such construction shall be substantially complete on or about August 1, 2021. The Developer acknowledges and agrees that additional public improvements to Shanahan Road may be necessary for the Development and will be determined at the time final engineering is complete for the single family part of the Development. This Agreement does not address any improvements to Shanahan Road.

B. Cost Contributions. The Developer shall reimburse the County for one-third of the County's total actual Costs (as defined herein) of design and construction of the Public Infrastructure as incurred (the "Developer's Contribution"). The County shall require the other developer or developers on whose land the Public Infrastructure is installed to similarly reimburse the County for one-third of the County's total actual Costs of design and construction of the Public Infrastructure. The Developer's Contribution for Phase I only ("Developer's Phase I Contribution") shall be in the form of an unconditional, irrevocable letter of credit for the benefit of the County, in a form and from a bank which shall be approved by Delaware County (which approval will not be unreasonably withheld), in the amount certified by the County in its Accounting (as defined herein) as the Costs for Phase I only. Developer's Contribution shall be reduced by the Developer's annual fee or premium for the letter of credit, not to exceed two percent (2%) of the Developer's Contribution annually, beginning January 1, 2024 and continuing each year on January 1 thereafter until the County files the notice of commencement for the project to complete all phases of the Public Infrastructure as defined on Exhibit B, whereupon the letter of credit may be released. Prior to any reduction in the Developer's Contribution, the Developer shall submit documentation of the fee or premium to the County. The Developer may, at its option, pay to the County the Developer's Phase I Contribution in cash any time prior to the completion of Phase I, whereupon the letter of credit may be terminated. Developer's Contribution for all phases (including Phase I) will be paid to the County upon the County filing the notice of commencement for the project to complete all phases of the Public Infrastructure as defined on Exhibit B and within thirty (30) days of the County providing a written request for payment. If the Developer fails to make the requested payment, then the County may submit a sight draft on the letter of credit.

C. Right-of-Way and Easements.

(1) Public Infrastructure Right-of-Way. The Parties acknowledge that portions of the Property need to be conveyed to Delaware County as right-of-way and easements to facilitate the construction and maintenance of the Public Infrastructure (such right-of-way and easements being collectively referred to herein as the "Public Infrastructure Right-of-Way" which Public Infrastructure Right-of-Way is further described and depicted on Exhibit B which is attached hereto and incorporated herein by reference). Delaware County and Developer agree that the Public Infrastructure Right-of-Way shall be conveyed to Delaware County without charge. Developer agrees to complete such conveyance to Delaware County within sixty (60) days of the Effective Date. Developer acknowledges that any delay in the conveyance of the Public Infrastructure Right-of-Way to Delaware County may cause a commensurate delay in the completion of the Public Infrastructure. The Public Infrastructure Right-of-Way will be conveyed to the County by a plat acceptable to the Delaware County Engineer and Developer. The Developer shall deliver the plat to the County, which shall be responsible for recording the plat with the Delaware County Recorder's Office.

(2) Construction Easements. Developer agrees to provide at no charge such temporary construction easements as may be reasonably required by Delaware County to accommodate the construction of the Public Infrastructure; provided that such easements do not unduly interfere with the construction of the Development.

D. Costs of Public Infrastructure. The Parties agree that the Cost of the Public Infrastructure shall be determined and accounted for as follows:

(1) Cost of Public Infrastructure. "Cost" or "Costs" as it relates to any component portion of the Public Infrastructure, shall mean all costs related thereto as defined in Ohio Revised Code 133.15(B).

(2) Accounting of Cost. Promptly following the completion of each phase of the Public Infrastructure, the County will provide to the Developer a complete accounting of all Costs relating to the design and construction of that phase of the Public Infrastructure (in each case, an "Accounting"). A copy of each Accounting shall be deposited with and maintained in the office of the Delaware County Engineer.

Section 4. New Community Authority. The County agrees that it will, upon the Developer filing a petition that meets all the requirements of Chapter 349 of the Revised Code, proceed under Chapter 349 of the Revised Code to declare the organization of a new community authority for a new community district comprising the Development.

Section 5. Remedies

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A. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any Party to this Agreement, or any successor to such Party, such Party (or successor) shall, within 45 days of receipt of written notice from any other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.

B. Unforeseeable Delay. Neither Party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. The Party seeking the benefit of the provisions of this subsection shall, within 15 calendar days after actual notice of any such unforeseeable delay, have first notified the other Party of such unforeseeable delay in writing, and of the cause or causes of the unforeseeable delay.

Section 6. Successors. This Agreement shall be binding upon and inure to the benefit of Developer and its beneficiaries, successors and assigns, including successive as well as immediate successors and assigns and shall be binding upon and inure to the benefit of Delaware County, and its successors and assigns.

Section 7. Agreement Binding on Parties; No Personal Liability; County Consents. All covenants, obligations, and agreements of Delaware County and Developer contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, official, officer, agent, or employee of Delaware County in other than their official capacity or of any individual person who is a partner, shareholder, director, member, manager, employee, officer, or agent of Developer other than in their capacity as a partner, shareholder, director, member, manager, employee, officer, or agent, and neither the members of the Board of County Commissioners nor any County official executing this Agreement, or any individual person executing this Agreement on behalf of Developer, shall be liable personally by reason of the covenants, obligations, or agreements of Delaware County or Developer contained in this Agreement. Delaware County is a political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law.

Section 8. Merger and Amendments. This Agreement supersedes any and all other agreements, either oral or in writing, between Delaware County and Developer with respect to the matters contained in this Agreement and contains all of the covenants, agreements, and other terms and conditions between Delaware County and Developer with respect to the same. No waivers, alterations, or modifications of this Agreement or any agreements in connection with this Agreement shall be valid unless in writing and duly executed by Delaware County and Developer.

Section 9. Notices. Except as otherwise specifically set forth in this Agreement, all notices, certificates, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, demands, requests, consents or approvals, or other communications shall be sent. The present notice addresses of the parties follow:

To Delaware County at:	Delaware County, Ohio 101 North Sandusky Street Delaware, Ohio 43015 Attn: County Administrator
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To Developer at:	Triangle Properties Inc., Peachblow Land LLC, and Kenney Asset Management LLC 470 Olde Worthington Road Westerville, OH 43082 Attn: Tre Giller
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Section 10. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a

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completely executed original instrument.

Section 11. Severability and Cooperation Clause. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, resolution or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect. If the terms of this Agreement, or any amendment or amendments to any provision of County laws that are required to be enacted or amended as a consequence of this Agreement, are challenged by either referendum or administrative appeal to the courts or such other legal or equitable remedies sought by those who may oppose this Agreement, the Parties agree to cooperate with each other to uphold the validity and enforceability of this Agreement. This cooperation clause only pertains to Board of Commissioners decisions relating to this Agreement, and this cooperation clause cannot be used to attempt to force the Board of Commissioners to override other legislative or administrative decisions relating to the Development.

Section 12. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13. Governing Law and Choice of Forum. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each of Delaware County and Developer irrevocably consents to the jurisdiction of any state court located within Delaware County, Ohio in connection with any matter based upon or arising out of this Agreement, agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and waives and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

Section 14. Assignments. Except as otherwise provided in this Section, Developer agrees not to assign this Agreement without the prior written consent of Delaware County, which consent shall not be unreasonably withheld (and shall not, in any event, be withheld to stop or delay development consistent with zoning already in effect). Notwithstanding any provisions to the contrary in this Agreement and without the consent of Delaware County Developer may assign its interests in this Agreement to an entity controlled by or under common control.

As evidence of their intent to be bound by this Agreement, the authorized representatives of each of Delaware County and Developer have executed this Agreement for and on behalf of Delaware County and Developer as of the Effective Date.

EXHIBIT A

THE PROPERTY

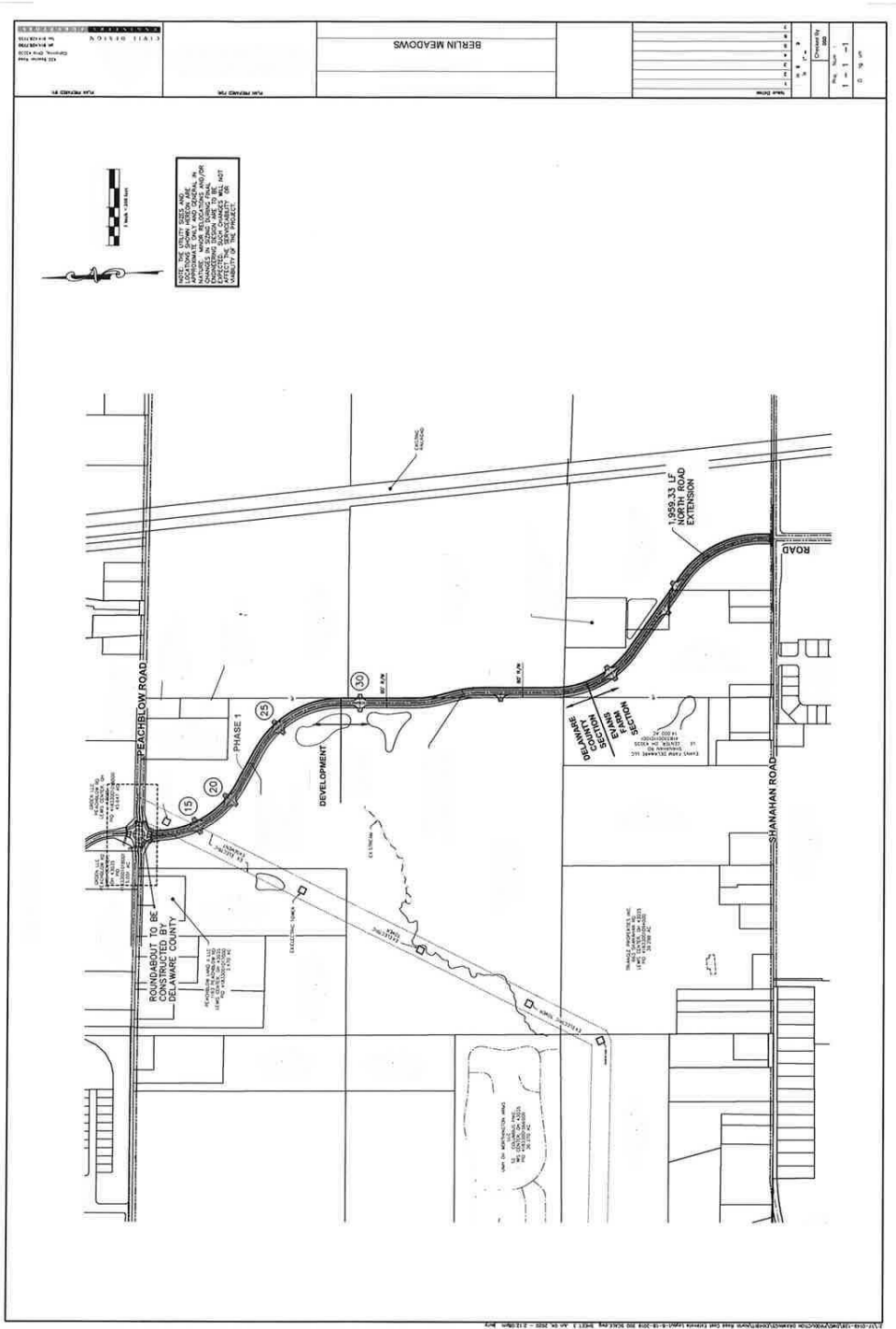
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EXHIBIT B

**PUBLIC INFRASTRUCTURE PLAN,
RIGHTS-OF-WAY AND EASEMENTS**

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

8
ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
 -No reports.

9
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
 -Participated in the Family and Children's First Council call. Action for Children has a list of daycare providers if anyone is still looking. Their number is: 614-224-0222.

Commissioner Merrell
 -Met with the City Manager of Powell, Andrew White yesterday.
 -The CCAO weekly meeting will take place this afternoon.
 -CORSAs board meeting will happen in person tomorrow. The other members will attend virtually if they choose.
 -Have asked Director Bob Lamb to provide an update on the Ohio Wesleyan Entrepreneurial Center.

Commissioner Benton
 -Participated in the DKMM call on Tuesday.

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- Around 1:00 today a procession to honor former Deputy Jim Miller will take place.
- MORPC will meet this afternoon.
- CEBCO is preparing their renewal.
- CCAO is proposing a huge increase in health care for next year. A number of members are looking at the numbers to figure out why.

10

RESOLUTION NO. 20-501

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

It was moved by Mr. Merrell, 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 appointment; compensation of a public employee or public official; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 20-502

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

6

RESOLUTION NO. 20-503

10:00A.M. FINAL HEARING FOR THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to open the hearing at 11:03 a.m..

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

6 continued

RESOLUTION NO. 20- 504

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO ADDRESS THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT TO THURSDAY DECEMBER 3, 2020 AT 10:00A.M.:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to continue the hearing to Thursday December 3, 2020 at 10:00A.M..

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

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Jeff Benton

Jennifer Walraven, Clerk to the Commissioners